

**AGENDA  
PUBLIC MEETING  
BOROUGH OF MONTVALE  
Mayor and Council Meeting  
January 10, 2023  
Meeting to Commence 7:30 P.M.**

**ROLL CALL:**

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

**PRESENTATION:**

Steven Coston from the New Jersey Senior Games

**ORDINANCES:**

None

**MEETING OPEN TO PUBLIC:**

Agenda Items Only

**MEETING CLOSED TO PUBLIC:**

Agenda Items Only

**MINUTES:**

December 27, 2022

Sine Die January 1, 2023

Re-Organization January 1, 2023

**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.

- 24-2023 Cancellation of Outstanding Checks / Prior Years / Pascack Joint Municipal Court
- 25-2023 Authorize Appointment / Sherri D'Alessandro / Acting Municipal Court Administrator
- 26-2023 A Resolution Awarding a Professional Grant Writing Consulting Contract to Millennium Strategies for the Year 2023
- 27-2023 Authorizing The Borough Administrator To Sign The NJDEP WQM-003 Statement Of Consent Form For Property Located At 100 Summit Avenue – Treatment Works Approval (TWA) Application.
- 28-2023 Authorize Hiring / Full Time / Assistant Recreation Director/Floater/Cassidy Strauss
- 29-2023 Appointment of A Risk Management Consultant In Accordance With The Requirements Set Forth By The Bergen County Municipal Joint Insurance Fund (BCMJIF) For The Borough Commencing January 1, 2023 / Professional Insurance Associates, (P.I.A) A Division of World Insurance Associates, LLC
- 30-2023 Award Professional Service Contract / Borough Attorney / Huntington Baily, L.L.P
- 31-2023 Award Professional Service Contract / Borough Auditor / Lerch, Vinci & Higgins

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

- 32-2023 Award Professional Service Contract / Engineering Services / Colliers Engineering & Design, Inc. Andrew R. Hipolit, P.E., PP., C.M.E.
- 33-2023 Award Professional Service Contract / Borough Planner / Colliers Engineering & Design, Inc. Darlene Green, P.P., AICP
- 34-2023 Awarding Service Contract / Agreement Tri-State Technical Services / Computers & Peripherals
- 35-2023 Authorize Contract Animal Control Services/Tyco
- 36-2023 Mutual Aid Plan & Rapid Deployment Force Interlocal Service Agreement
- 37-2023 A Resolution of the Borough of Montvale Awarding a Contract To Flanagan Productions, LLC, as an Extraordinary Unspecifiable Service for Montvale Graphic Design Borough Newsletter
- 38-2023 A Resolution of the Borough of Montvale Awarding a Contract to Spatial Data Logic, Inc. (formally GovSites) as an Extraordinary Unspecifiable Service for Website Design, Web Manage, Hosting and Support and Related Services
- 39-2023 A Resolution Awarding a Professional Services Contract to Jeffrey R. Surenian and Associates, LLC to Serve as Special Counsel in Connection with the Borough's Affordable Housing
- 40-2023 Awarding a Professional Service Contract for the Position of Municipal Prosecutor for the Pascack Joint Municipal Court to Dario, Albert, Metz, Eyerman, Canda, Concannon, Ortiz & Krouse, LLC
- 41-2023 Award Professional Service Contract/Public Defender/Alternate Public Defender/Pascack Joint Municipal Court to Aronsohn, Weiner, Salerno & Kaufman
- 42-2023 Authorize Contract Heath Awareness Regional Program (HARP) Hackensack Meridian Health / Hackensack University Medical Center
- 43-2023 A Resolution To Appoint A Health Benefits Consultant Relative To The Borough's Membership In The Bergen Municipal Employee Benefits Fund (BMED) Commencing January 1, 2023 / PIA, A Division of World Insurance Associates, LLC
- 44-2023 Authorize Change Order No. 1/Variou Streets Craig Road/American Asphalt & Trucking, LLC
- 45-2023 Amending Resolution No. 143-2022 To Establish Recreational Fees for Year 2023

**BILLS:**

**REPORT OF REVENUE:**

**COMMITTEE REPORTS:**

**ENGINEER'S REPORT:**

Andrew Hipolit  
Report/Update

- a. LaTrenta Ballfield Culvert Replacement/Emergency Repair
- b. Upper Saddle River Road Drainage Improvements/Emergency Repair

**ATTORNEY REPORT:**

Dave Lafferty, Esq.  
Report/Update

**UNFINISHED BUSINESS:**

None

**NEW BUSINESS:**

- a. Police Chief Request / Police Captain Promotional Process Implementation

**COMMUNICATION CORRESPONDENCE:**

None.

**MEETING OPEN TO THE PUBLIC:**

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

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

**MEETING CLOSED TO THE PUBLIC:**

**ADJOURNMENT:**

Regular Workshop Meeting of the Mayor & Council to be held at 7:30pm on January 31, 2023

**Budget Meeting Dates/Times: - on Zoom Only**

January 23, 2023 @ 6:00 p.m.

January 30, 2023 @ 6:00 p.m.

**ZOOM information for BUDGET MEETINGS ONLY**

Topic: Budget Meeting

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

Passcode: 222775

By phone

1 929 436 2866

Webinar ID: 884 9108 4325

Passcode: 222775

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

**MINUTES WORK  
SESSION**

The Work Session Meeting of the Mayor and Council was in the Council Chambers and called to order at 7:35pm. Adequate notification was published in the official newspaper of the Borough of Montvale. Roll call was taken.

**OPEN PUBLIC MEETING STATEMENT**

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

**ROLL CALL:**

Councilmember Arendacs	Councilmember Lane
Councilmember Cudequest – via telephone	Councilmember Roche - absent
Councilmember Koelling	Councilmember Russo-Vogelsang – absent

Also Present: Mayor Ghassali; Borough Attorney, Joe Voytus; Administrator/Municipal Clerk, Maureen Iarossi-Alwan;

**ORDINANCES:**

**PUBLIC HEARING ORDINANCE NO. 2022-1528** AN ORDINANCE TO AMEND SALARY ORDINANCE NO. 2022-1516 TO PROVIDE FOR AND DETERMINE THE RATE, AMOUNT AND METHOD OF PAYMENT OF COMPENSATION TO PERSONS HOLDING CERTAIN OFFICES AND POSITIONS OF EMPLOYMENT IN THE BOROUGH OF MONTVALE, COUNTY OF BERGEN AND STATE OF NEW JERSEY FOR THE YEAR 2023

**AN ORDINANCE TO AMEND SALARY ORDINANCE NO. 2022-1516** TO PROVIDE FOR AND DETERMINE THE RATE, AMOUNT AND METHOD OF PAYMENT OF COMPENSATION TO PERSONS HOLDING CERTAIN OFFICES AND POSITIONS OF EMPLOYMENT IN THE BOROUGH OF MONTVALE, COUNTY OF BERGEN AND STATE OF NEW JERSEY FOR THE YEAR 2023

**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.

	<b>Title</b>	<b>2023 Salary Range</b>
1	Borough Administrator	\$110,000 - \$150,000
2	Safety Coordinator	\$5,000 - \$8,000
3	Chief Financial Officer (PT)	\$21,000 - \$30,000

**BOROUGH OF MONTVALE**

**DECEMBER 27, 2022**

4	Municipal Clerk	\$85,000	-	\$110,000
5	Municipal Clerk (PT)	\$50,000	-	\$75,000
6	Deputy Municipal Clerk (PT)	\$20,000	-	\$55,000
7	Floater/ Admin. Assistant to Administrator	\$40,000	-	\$60,000
8	Tax Collector (PT)	\$62,000	-	\$75,000
9	Tax Assessor	\$37,000	-	\$45,000
10	Treasurer/Purchasing Agent	\$78,000	-	\$92,000
11	Deputy Treasurer	\$55,000	-	\$65,000
12	Accounts Payable Clerk	\$42,000	-	\$50,000
<b>Title</b>		<b>2023 Salary Range</b>		
13	Secretary, Planning Board/Land Use Admin. (PT)	\$83,000	-	\$95,000
14	Planning Board Secretary Special Meetings	\$45	-	\$60/hour
15	Board Secretary, Clerical/Recording	\$130	-	\$160
16	Office Manager (PT)	\$4,000	-	\$7,000
17	Board of Health Secretary	\$22	-	\$30/hour
18	Registrar Vital Statistics	\$800	-	\$1,200
19	Deputy Registrar Vital Statistics	\$250	-	\$500
20	Construction Code Official	\$36,000	-	\$50,000
21	Building Sub Code Official	\$36,000	-	\$50,000
22	Zoning Officer	\$5,000	-	\$11,000
23	Building Inspector (PT)	\$30,000	-	\$35,000
24	Temporary Building Inspector (PT)	\$25	-	\$50
25	Facilities Building & Property Inspector	\$20,000	-	\$30,000
26	Property Maintenance Officer (PT)	\$20,000	-	\$25,000
27	Construction Dept. Control Person	\$50,000	-	\$70,000
28	Plumbing Sub Code Official	\$25,000	-	\$35,000
29	Plumbing Inspector	\$25	-	\$50/hour
30	Fire Sub Code Official	\$15,000	-	\$20,000
31	Fire Sub Code Official special inspections	\$25	-	\$50/hour
32	Electrical Sub Code Official	\$40,000	-	\$50,000
33	Electrical Sub Code Official special inspections	\$25	-	\$50/hour
34	Fire Prevention Official	\$65,000	-	\$75,000
35	Fire Inspector/ Senior/Deputy Fire Official	\$7,600	-	\$25,000
36	Fire Prevention Secretary	\$1,000	-	\$1,000
37	Municipal Court Administrator	\$75,000	-	\$95,000
38	Deputy Municipal Court Administrator	\$55,000	-	\$70,000
39	Court Security	\$20	-	\$27/hour

**BOROUGH OF MONTVALE**

**DECEMBER 27, 2022**

40	Violations Clerk	\$40,000	-	\$50,000
41	Police Secretary	\$42,000	-	\$50,000
42	Administrative Assistant for Police Chief	\$60,000	-	\$75,000
43	Emergency Mgmt. Coordinator	\$5,000	-	\$7,000
44	Deputy Emergency Mgmt. Coordinator	\$3,000	-	\$6,000
45	Library Director	\$80,000	-	\$97,000
46	Library – Library Adult Services	\$55,000	-	\$70,000

	<b>Title</b>	<b>2023 Salary Range</b>		
47	Library (PT)	\$13	-	\$50/hour
48	Library (PT) meetings	\$120	-	\$225/mtg.
49	Director, Public Assistance	\$2,000	-	\$5,000
50	Director of Recreation	\$52,000	-	\$64,000
51	Recreation Assistant (PT)	\$20	-	\$30/hour
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 Code Official	\$75,000	-	\$85,000
61	Wellness Coordinator	\$500	-	
62	Wellness Incentive Participants	\$300	-	

**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:

	<b>Title</b>	<b>2023 Salary Range</b>		
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:

	<b>Title</b>	<b>2023 Salary Range</b>		
A.	Chief	\$232,600	-	\$250,000

**BOROUGH OF MONTVALE****DECEMBER 27, 2022**

B.	Captain	\$210,000 - \$225,000
C.	Lieutenant (Base Wage)	\$167,373 - \$171,892
D.	Sergeants (Base Wage)	\$155,750 - \$159,956
E.	Detective – Additional per year	\$4,000 - \$4,500
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 - \$57,000
I.	Special/Auxiliary Police	\$22/hour - \$26/hour
J.	School Cross Guard/Police Matrons	\$22/hour - \$26/hour

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

Police Officers Schedule (Base Wage Each)		
0-6 months	\$47,452 -	\$48,733
6 months – 1 year	\$54,347 -	\$55,814
1 – 2 years	\$59,007 -	\$62,894
2 – 3 years	\$68,490 -	\$77,053
3 – 4 years	\$88,815 -	\$91,213
4 – 5 years	\$102,601 -	\$105,372
5 – 6 years	\$116,388 -	\$119,530
6 – 7 years	\$130,176 -	\$133,691
7 – 8 years	\$143,963 -	\$147,850

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

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

Beginning twenty-two (22) years	-	8%
Beginning twenty-four (24) years	9%	9%

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

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

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

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

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

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

**SECTION 6.** This ordinance shall be operative as of January 1, 2022, and salaries paid shall be adjusted in accordance with the terms of this ordinance.

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

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

A motion Introduced for second reading **Ordinance No. 2022-1528** by Councilmember Cudequest; seconded by Councilmember Lane; Clerk read by title only.

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

**NO PUBLIC COMMENT**

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

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

**MINUTES:**

December 13, 2022

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

**CLOSED/EXECUTIVE MINUTES:**

December 13, 2022

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

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

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

**184-2022: A Resolution Authorizing the Execution of a Memorandum of Understanding With Nouvelle, LLC Relating to the Construction of Disabled Veterans Housing within the Borough of Montvale**

**WHEREAS**, N.J.S.A. 40A:12-21 authorizes municipalities to sell real property by way of private sale to certain organizations and for certain purposes for nominal consideration; and

**WHEREAS**, Nouvelle, LLC has made a presentation to the Borough concerning the potential development of real property known as 26 North Kinderkamack Road, also known as Block 1601, Lot 7, for disabled veterans housing; and

**WHEREAS**, the Borough is desirous of entering into negotiations with Nouvelle to determine whether such a project, which would help fulfill the Borough's affordable housing obligations, would be in the best interests of the Borough; and

**WHEREAS**, the Borough has negotiated a Memorandum of Understanding with Nouvelle to provide for a six-month negotiation period during which the parties will work together to negotiate a development agreement and contract of sale; and

**WHEREAS**, the parties are desirous of executing this MOU and commencing discussions and negotiations concerning the disabled veterans project.

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

1. The foregoing recitals are incorporated as if set forth herein at length.
2. The Mayor is hereby directed, authorized and empowered to execute the Memorandum of Understanding negotiated with Nouvelle, LLC, subject to approval as to form by the Borough Attorney.
3. All other appropriate Borough officials, officers and employees are directed, authorized and empowered to take all steps reasonably necessary to effectuate the provisions and purposes of this resolution and the MOU.
4. This resolution shall take effect immediately.

**185-2022: A Resolution Authorizing the Public Sale of Certain Municipal Property Identified as Block 1601, Lot 14, Owned by the Borough of Montvale Not Required for Public Purposes**

**WHEREAS**, the *Local Lands and Buildings Law*, N.J.S.A. 40A:12-1, et seq., authorizes the sale by municipalities of any real property, capital improvements or personal property, or interests therein, not needed for public use by sale in the manner provided by law; and

**WHEREAS**, the Borough of Montvale is the owner of certain real property not needed for public use; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-13, municipalities are authorized to sell property not needed for public use by open public sale at auction to the highest bidder after advertisement thereof in a newspaper circulating in the municipality or municipalities in which the lands are situated, by two insertions at least once a week during two consecutive weeks, the last publication to be not earlier than seven days prior to such sale; and

**WHEREAS** the parcel to be sold, consisting of approximately 0.61 acres, is identified as Block 1601, Lot 14 on the official Tax Map of the Borough (hereinafter the "Property"); and

**WHEREAS**, the Property is presently used as an asphalt paved parking lot for a maximum of approximately 61 vehicles; and

**WHEREAS** the Borough has determined that it is in the best interests of the Borough to sell the

Property.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Montvale, in the County of Bergen and State of New Jersey, that the Property identified herein shall be sold by open public sale at auction for not less than fair market value, said sale being made expressly subject to the following terms and conditions:

**Section 1.** The Property herein identified shall be sold, pursuant to N.J.S.A. 40A:12-13(a), by open public sale at auction to the highest bidder for not less than fair market value. It is the responsibility of the bidder to determine whether the Property is subject to any encumbrances, liens, zoning regulations, easements, other restrictions, and the Borough makes no representations as to the parcel identified herein:

Identified as Block 1601, Lot 14 as depicted on the Tax Assessment Map of the Borough of Montvale

At the option of the highest bidder, the contract may be conditioned upon and subject to the bidder making an application to, and receiving approval from, the Borough of Montvale Planning Board for a permitted use of the Property without any "use" variances. Such contract shall require a completed application for Preliminary Site Plan Approval to be submitted no later than July 30, 2023, and Preliminary Site Plan Approval to be obtained no later than December 31, 2023, unless otherwise extended at the sole discretion of the Borough.

**Section 2.** Right of reentry. The Borough intends to retain all existing utility easements and public rights-of-way. The Borough also intends to retain a right of reentry, as follows:

In the event that the Buyer, or its successor in interest, fails to commence construction on or before December 31, 2025, then the Borough may, in its sole and absolute discretion, reenter and reacquire the Property subject to the terms and conditions set forth below:

The Borough shall provide Buyer, or its successor in interest, written Notice of the Borough's intent to reenter and reacquire the Property no later than March 1, 2026, at which time, the Buyer or its successor in interest shall have sixty (60) days to commence construction (hereinafter "the Construction Window").

If the Borough shall exercise its right to repurchase the Property, said repurchase shall close within thirty (30) days of the lapse of the sixty-day Construction Window, identified above. The purchase price for the repurchase shall be the Purchase Price paid by the Buyer for the Property, less twenty percent (20%).

Buyer, or its successor in interest, shall convey the Property back to the Borough by way of Bargain and Sale deed with Covenant Against Grantor's Acts, and free and clear of all encumbrances, liens, easements and other restrictions.

**Section 3.** The minimum bid for this Property is eight hundred fifty thousand dollars (\$850,000.00), and the Borough of Montvale expressly reserves the right to accept the highest bid received or to reject all bids in its sole discretion. Each bidder shall be required to submit two separate bids for the Property:

Option A for the Property subject to the reversionary interest; and  
Option B for the Property free and clear of such reversionary interest

**Section 4.** The public auction shall be conducted on Thursday, January 26, 2023, at 10:00 a.m. at the Borough of Montvale Municipal Complex, 12 DePiero Drive, Montvale, New Jersey.

**Section 5.** The Buyer shall further abide by the following terms and conditions:

- A. The Buyer shall conduct all necessary title searches prior to the date of the sale. The cost for any title insurance shall be the responsibility of the Buyer.
- B. The description of the property above is intended as a general guide only and may not be accurate. This lot shall be conveyed subject to existing encumbrances, liens, zoning regulations, easements, other restrictions, such facts as an accurate survey would reveal and any present or future assessments for the construction of improvements benefiting said property.
- C. The Buyer, at its sole expense, shall have a right to conduct environmental and other inspections of the Property with results satisfactory to Buyer and its lender but must complete such inspections within thirty (30) days of acceptance of the Buyer's bid at auction.
- D. The Borough Engineer or other approved engineer shall prepare a survey of the entire tract being sold in form and substance satisfactory to the Borough and the Buyer. Said survey shall be at Buyer's sole expense, and said survey shall be certified to the Borough.
- E. The sale is made subject to all applicable laws, statutes, regulations and ordinances of the United States, State of New Jersey and the Borough of Montvale, including, without limitation those concerning disposition of municipal real estate.
- F. No employee, agent or officer of the Borough of Montvale has any authority to waive, modify or amend any of the conditions of the sale, whether orally or in writing.
- G. No employee, agent or officer of the Borough of Montvale shall have the ability to bid on the subject property at auction.
- H. The Property shall be conveyed by Bargain and Sale Deed With Covenant Against Grantor's Acts and such conveyance shall be subject to all covenants, restrictions, reservations and easements established of record or by prescription and without representation as to character of title of the property to be conveyed.
- I. The Buyer shall deposit cash, check or money order in the amount of not less than 10% of the purchase price at the time that the bid is accepted at the auction. If the prospective Buyer defaults on the contract of sale and/or fails to proceed with the purchase of the Property, the deposit shall be forfeited and shall become the property of the Borough.
- J. The Buyer shall pay at the time of closing:
  - i. The balance of the purchase price;
  - ii. Legal fees incurred by the Borough for transfer of title, including the cost of production of legal documents;
  - iii. The cost of the Borough's appraisal of the Property;
  - iv. Engineering fees incurred by the Borough in determining the exact dimensions of the Property; and

v. The cost of advertisement of the sale.

K. The Buyer shall covenant and agree to abide by appropriate zoning, subdivision, health and building regulations and codes and shall stipulate that this sale will not be used as grounds to support any variance from the regulations and codes except where such necessary variances are granted.

L. The purchase price shall not be used before any County Board of Taxation, Tax Court of New Jersey, or in any court of this State as grounds to support a challenge of the existing assessments with regard to other properties.

**Section 6.** No representations of any kind are made by the Borough of Montvale as to the condition of the Property; the Property is being sold in its present condition "as is." The Borough does not warrant or certify title to the Property and in no event shall the Borough of Montvale be liable for any damages to the Buyer/successful bidder if title is found unmarketable for any reason and the Buyer/successful bidder waives any and all right in damages or by way of liens against the Borough, the sole remedy being the right to receive a refund, prior to closing, of the deposit paid in the event title is found unmarketable. It shall be the obligation of the successful bidder to examine title to the Property prior to the closing. Notice of any alleged defect in title or claim of unmarketability must be served on the Borough Clerk by the Buyer in writing no later than thirty (30) days after the execution of the contract of sale. Failure upon the part of the Buyer to give written notice within said time shall be deemed conclusive proof that the Buyer accepts the title in its present condition, and the Borough shall not be responsible for any subsequent claims of defect in title and shall not be required to refund money or correct any defect in title or be held liable for damages.

**Section 7.** Pursuant to *N.J.S.A. 40A:12-13*, the description of the property to be sold and the terms and conditions of said sale shall be published in a newspaper circulating in the municipality in which the lands are situated, by two insertions at least once a week during two consecutive weeks, the last publication to be not earlier than seven days prior to such public auction.

**Section 8. Severability.** If any section, sentence or any other part of this Resolution is adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remainder of this Resolution but shall be confined in its effect to the section, sentence or other part of this Resolution directly involved in the controversy which such judgment shall be rendered.

**186-2022 A Resolution Approving a Separation Agreement with Borough Administrator/Clerk**

**WHEREAS**, Maureen Iarossi-Alwan ("Employee") has served the Borough of Montvale for the past twenty-six years; and

**WHEREAS**, Employee is a tenured Borough Clerk and has served in such role for the past twenty-six years; and

**WHEREAS**, Employee has also served as Borough Administrator for the past 14 years; and

**WHEREAS**, the Borough and the Employee are desirous of executing a separation agreement setting forth the terms and conditions of Employee's separation from service with the Borough, the terms of which have been negotiated and are set forth in an agreement that has been approved by the Employee; and

**WHEREAS**, the Governing Body shall appropriate sufficient funds in the 2023 Temporary Budget for this purpose.

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Body does hereby congratulate Maureen Iarossi-Alwan on her retirement and wishes her well in her future endeavors; and

**BE IT FURTHER RESOLVED** that the Agreement with Maureen Iarossi-Alwan is hereby approved by the Governing Body; and

**BE IT FURTHER RESOLVED** that the Mayor is hereby directed, authorized and empowered to execute the Agreement with Maureen Iarossi-Alwan.

**187-2022 Award Professional Service Contract /Engineering Services/NJDOT FY 2022/Summit Avenue Roadway Project/Colliers Engineering/ Design & Bidding**

**WHEREAS**, the Borough of Montvale has deemed it necessary to engage the professional services of an Engineer to provide construction observation services for the 2021 NJDOT Grant Program – Roadway Improvements Project. The Borough will be receiving \$210,000.00 in funding for the year 2021 fiscal year. NJDOT Various Streets – Craig Road; and

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

**WHEREAS**, Colliers Engineering & Design, 400 Valley Road, Suite 304, Mt. Arlington, NJ 07856 has submitted a proposal dated June 29, 2022 to provide the engineering services for services which are detailed and attached to the original of this resolution, and

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

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

- 1) That the proposal for the scope of engineering services is attached to this resolution which is made part of this resolution shall be awarded to Colliers Engineering & Design.
- 2) That the following be provided: Construction Observation Services
- 3) The cost not to exceed shall be \$18,500.00. The Engineer shall be required to submit itemized bills and payment shall be made based upon services rendered. The rates for this work are in accordance with the hourly contractual agreement with the Borough of Montvale.

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

**188-2022 A Resolution Encouraging the County of Bergen to Install and Maintain a Permanent Traffic Signal at the Intersection of Grand Avenue and Woodland Avenue**

**WHEREAS**, Grand Avenue in the Borough of Montvale is a County Road under the jurisdiction of the County of Bergen and is also known as County Road 94; and

**WHEREAS**, based upon an initial review of the intersection of Grand Avenue and Woodland Avenue (the "Intersection") by the Borough Engineer, it appears that it may satisfy one or more warrants under the Manual on Uniform Traffic Control Devices that would justify the installation of a permanent traffic signal, including but not limited to the following:

Warrant 1, 8-Hour Vehicular Volume  
 Warrant 2, 4-Hour Vehicular Volume  
 Warrant 3, Peak Hour Vehicular Volume  
 Warrant 7, Crash Experience; and

**WHEREAS**, as a result of the reconstruction of Magnolia Bridge in Montvale, the County did install a temporary traffic signal at the Intersection; and

**WHEREAS**, the Borough has seen a marked decrease in the number of accidents at the Intersection since the installation of the temporary traffic signal; and

**WHEREAS**, it is readily-apparent that the installation of a permanent traffic signal at the Intersection would increase vehicular and pedestrian safety at the Intersection; and

**WHEREAS**, the Borough of Montvale does hereby formally request that the County of Bergen install a permanent traffic signal at the intersection of Grand Avenue and Woodland Avenue; and

**WHEREAS**, because the Intersection is located on the boundary of the Borough of Montvale and the Borough of Park Ridge, Montvale does further request that the County obtain the support of the Borough of Park Ridge for the installation of a permanent traffic signal at the Intersection.

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

- 1) The foregoing recitals are incorporated herein as if set forth at length.
- 2) The Borough of Montvale does hereby formally request that the County of Bergen place and maintain a permanent traffic signal at the intersection of Grand Avenue and Woodland Avenue on the boundary between Montvale and Park Ridge.
- 3) Alternatively, the Borough of Montvale does hereby formally request that the County of Bergen authorize a traffic study to determine whether the Intersection satisfies one or more warrants that would justify the placement of a permanent traffic signal at the Intersection.
- 4) The Mayor and Council do hereby direct, authorize and empower the Police Chief and the Borough Engineer, or their respective designees, to provide all information that may be requested by the County of Bergen relative to the traffic or accident history at the Intersection.
- 5) A copy of this Resolution shall be sent by the Borough Clerk to the County of Bergen and the Borough of Park Ridge.

**189-2022 RE: Transfer Of Appropriations**

**WHEREAS**, certain transfer of funds for various 2022 budget appropriations are necessary to cover anticipated expenditures; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Montvale, that the transfers be made between the 2022 budget appropriations as follows:

<u>CURRENT FUND</u>	<u>FROM</u>	<u>TO</u>
General Appropriations		
Operations - Within "CAPS"		
Planning Board:		
Other Expenses	\$1,000.00	
Planning Board:		
Salaries and Wages		\$1,000.00
Legal Services and Costs:		
Other Expenses	25,000.00	
Police:		
Salaries and Wages		25,000.00
Road Repairs and Maintenance:		
Other Expenses	2,500.00	
Gasoline		2,500.00
Stormwater Management:		
Other Expenses	5,000.00	
Electricity		5,000.00
	\$33,500.00	\$33,500.00
	=====	=====

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

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

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

**ENGINEER'S REPORT:**

Andrew Hipolit  
Report/Update  
No Report

**ATTORNEY REPORT:**

Joe Voytus, Esq.  
Report/Update  
No Report

**UNFINISHED BUSINESS:**

None

**NEW BUSINESS:**

None

**COMMUNICATION CORRESPONDENCE:**

No

**MEETING OPEN TO THE PUBLIC:**

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

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

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

NO PUBLIC COMMENT

A motion to close meeting to the public by Councilmember Lane; seconded by Councilmember Koelling - all ayes

**ADJOURNMENT:**

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

Meeting adjourned at 7:40pm

Re-Organization Meeting - Sunday January 1<sup>st</sup> at 12:00 Noon

The Next Regular Public Meeting of the Mayor & Council to be held at 7:30pm on January 10<sup>th</sup>, 2023

Budget Meetings – Via Zoom will be held at 6:00 p.m. Mondays, January 9<sup>th</sup>, January 23<sup>rd</sup>, January 30<sup>th</sup>, 2023. Link will be provided on Montvale website for these budget meetings.

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

DRAFT

**SINE DIE MEETING  
BOROUGH OF MONTVALE  
MAYOR AND COUNCIL  
SUNDAY, JANUARY 1, 2023  
12:00 P.M.**

**SUNSHINE LAW STATEMENT**

In accordance with the provisions of the Open Public Meetings Law, notification of this meeting was provided to the Bergen Record on December 26, 2020 informing the public of time and place according to the provisions of the Open Public Meeting Law (Chapter 231, P.L.1975) posted on the Montvale web site and on the Municipal Building bulletin board

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

**SALUTE TO THE FLAG:**

**ROLL CALL:**

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

**UNFINISHED BUSINESS OF 2022:**

None

**ADJOURNMENT SINE DIE MEETING:**

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

**FOLLOWED BY REORGANIZATION MEETING FOR THE YEAR 2023:**

**RE-ORGANIZATION MEETING  
MINUTES**

The Re-Organization Meeting of the Mayor and Council was held in the Council Chambers and called to order at 12:03PM. Adequate notification was published in the official newspaper of the Borough of Montvale according to the provisions of the Open Public Meeting Law (Chapter 231, P.L. 1975).

**OPENING PRAYER:**

Pastor Sam Goertz – Montvale Evangelical Free Church

**SWEARING IN OF COUNCILMEMBERS (1 YEAR TERM)**

Theresa Cudequest

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

Christopher Roche

Timothy Lane

**SWEARING IN OF BOROUGH ADMINISTATOR**

Joe Voytus

**SWEARING IN OF POLICE CHIEF**

Douglas McDowell

**SWEARING IN OF THE OFFICERS OF MONTVALE FIRE DEPARTMENT**

Geoffry Gibbons – Chief

Bruce Hopper – Deputy Chief

Michael Cintineo - Captain

Rick Alton – Lieutenant Company #1

Ray Hutchison – Lieutenant Company #2

**ROLL CALL**

Councilmember Arendacs

Councilmember Lane

Councilmember Cudequest

Councilmember Roche

Councilmember Koelling

Councilmember Russo-Vogelsang - absent

Councilmembers thanked Chief Joe Sanfilippo for his 36 years of service; you are a proven leader, exemplified as a team leader, such professionalism, big shoes to fill, Montvale has the best police force in Bergen County

**ELECTION OF COUNCIL PRESIDENT:**

(Council Appointment)

Motion by Councilmember Cudequest to nominate Councilmember Arendacs for Council President; seconded by Councilmember Roche - all ayes on roll call vote

**ELECTION OF PLANNING BOARD MEMBER:**

(Council appointment)

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

**NON-CONSENT RESOLUTIONS**

**00-2023 RE: Temporary Budget**

**WHEREAS**, 40A: 4-19 provides that where any contract, commitment or payment are to be made prior to the final adoption of the 2023 budget, temporary appropriations should be made for the purpose and amounts required in the manner and time therein provided; and

**WHEREAS**, the effective date of this resolution is January 1, 2023; and

**WHEREAS**, the total appropriations in the 2022 budget, exclusive of any appropriations for debt service, capital improvement fund and public assistance are as follows:

Current \$19,634,520.00

**WHEREAS**, 26.25 percent of the total appropriations in the 2022 budget, exclusive of any appropriations for debt service, capital improvement fund and public assistance in said 2022 budget is as follows:

Current \$ 5,154,061.50

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

**General Appropriations**

**Operations - Within "CAPS"**

Administrative and Executive:	
Salaries and Wages	\$95,000.00
Other Expenses	50,000.00
Mayor and Council:	
Salaries and Wages	17,000.00
Other Expenses	4,000.00
Borough Clerk:	
Salaries and Wages	155,000.00
Other Expenses	7,000.00
Financial Administration:	
Salaries and Wages	60,000.00
Other Expenses	9,500.00
Assessment of Taxes:	
Salaries and Wages	12,000.00
Other Expenses	8,500.00
Collection of Taxes:	
Salaries and Wages	20,000.00
Other Expenses	10,500.00
Legal Services and Costs:	
Other Expenses	100,000.00
Engineering Services and Costs:	
Other Expenses	50,000.00
Cable TV Committee:	
Salaries and Wages	2,500.00
Other Expenses	4,000.00
Planning Board:	
Salaries and Wages	30,000.00
Other Expenses	50,000.00
Zoning Official:	
Salaries and Wages	3,000.00
Property Maintenance:	
Salaries and Wages	7,000.00
Life Insurance	1,500.00
General Liability Insurance	125,000.00
Worker's Compensation Insurance	115,000.00
Employee Group Health	425,000.00
Employee Group Health - Waiver	10,000.00
Fire:	

**BOROUGH OF MONTVALE****JANUARY 1, 2023**

Other Expenses	45,000.00
Fire Hydrant Service	60,000.00
Police:	
Salaries and Wages	1,250,000.00
Other Expenses	50,000.00
Purchase of Police Vehicles	10,000.00
Police Dispatch:	
Other Expenses	10,000.00
First Aid Organization:	
Other Expenses	10,000.00
Emergency Management:	
Salaries and Wages	2,500.00
Other Expenses	2,500.00
Uniform Fire Safety:	
Salaries and Wages	35,000.00
Other Expenses	3,000.00
Prosecutor:	
Other Expenses	4,500.00
Road Repairs and Maintenance:	
Other Expenses	10,000.00
Sewer System:	
Other Expenses	30,000.00
Garbage and Trash Removal:	
Other Expenses	290,000.00
Public Buildings and Grounds:	
Salaries and Wages	7,000.00
Other Expenses	50,000.00
Maintenance of All Vehicles:	
Other Expenses	12,500.00
Municipal Services Act:	
Other Expenses	5,000.00
Public Health Services:	
Salaries and Wages	4,000.00
Other Expenses	25,000.00
Environmental Commission:	
Salaries and Wages	1,500.00
Other Expenses	1,000.00
Animal Regulation:	
Other Expenses	4,000.00
Administration of Public Assistance:	
Salaries and Wages	1,000.00
Other Expenses	200.00
Parks and Playground Maintenance:	
Other Expenses	1,000.00
Recreation:	
Salaries and Wages	23,000.00
Other Expenses	5,000.00
Senior Citizen:	
Salaries and Wages	5,000.00
Other Expenses	5,000.00
Municipal Court:	
Salaries and Wages	40,000.00
Other Expenses	3,500.00
Public Defender:	
Other Expenses	1,500.00
Construction Code Official:	
Salaries and Wages	50,000.00
Other Expenses	7,500.00
Building Sub-Code Official:	
Salaries and Wages	15,000.00
Plumbing Sub-Code Official:	
Salaries and Wages	10,000.00
Fire Sub-Code Official:	
Salaries and Wages	7,000.00
Electrical Sub-Code Official:	
Salaries and Wages	15,000.00
Elevator Sub-code Official:	

**BOROUGH OF MONTVALE**

**JANUARY 1, 2023**

Other Expenses	10,000.00
Gasoline	25,000.00
Electricity	65,000.00
Telephone	15,000.00
Natural Gas	30,000.00
Street Lighting	50,000.00

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

**Statutory Expenditures:**

Social Security System	65,000.00
Defined Contribution Retirement Program	<u>4,000.00</u>

3,747,700.00

**Operations - Excluded from "CAPS"**

Maintenance of Free Public Library	250,000.00
Sewer Processing and Disposal: Contractual	<u>325,000.00</u>

575,000.00

**Shared Service Agreements:**

Police Dispatch / 911: Other Expenses	60,000.00
Municipal Court Administration: Salaries and Wages	40,000.00
Other Expenses	20,000.00
Prosecutor: Other Expenses	4,000.00
Public Defender: Other Expenses	1,500.00
Pascack Valley Special Police Officers: Salaries & Wages	50,000.00
Other Expenses	5,500.00
Department of Public Works: Other Expenses	<u>650,000.00</u>

831,000.00

5,153,700.00

**Municipal Debt Service - Excluded from "CAPS"**

Payment of Bond Principal	1,290,000.00
Interest on Bonds	<u>318,240.00</u>

1,608,240.00

\$6,761,940.00  
=====

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

**17-2023 Officers Fire Department**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale, N.J., that the following Officers of the Montvale Fire Department be approved for the year 2023:

Fire Chief	-	Geoffrey Gibbons
Deputy Fire Chief	-	Bruce Hopper
Captain	-	Michael Cintineo
Lieutenant #1	-	Rick Alton
Lieutenant #2	-	Ray Hutchison

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

**18-2022 Professional Service Contract Appointments 2023 / New Jersey Local Unit Pay to Play” Law, N.J.S.A. 19:44A-20.4**

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

**WHEREAS**, the Borough of Montvale has a need to award certain professional contracts for services required by the municipality in calendar year 2023; and

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale as follows: The following professional 2022 contracts shall be awarded under the alternative process at the next regular meeting of the Governing Body:

*Borough Attorney:*

David S. Lafferty, Esq.  
Huntington Bailly, L.L.P.  
373 Kinderkamack Rd  
Westwood, NJ 07675

*Borough Engineer:*

Andrew Hipolit  
Colliers Engineering & Design  
400 Valley Road, Suite 304  
Mount Arlington, NJ 07856

*Auditor:*

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

The said professionals, prior to securing such contract, shall execute and file with the Municipal Clerk, a 2023 *Business Entity Disclosure Certification* pursuant to N.J.S.A. 19:44A-20-8.

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

**23-2023 A Resolution Appointing Joseph W. Voytus as Borough Administrator Effective January 1, 2023**

**WHEREAS**, N.J.S.A. 40A:9-136 provides that municipalities may established the office of municipal administrator; and

**WHEREAS**, Montvale Borough Code §78-1, establishes the office of the Borough Administrator; and

**WHEREAS**, the prior Borough Administrator resigned effective December 31, 2022, and there is a need to appoint a new Borough Administrator; and

**WHEREAS**, Borough Administrator is appointed by the Mayor with the advice and consent of the Borough Council; and

**WHEREAS**, the Mayor has nominated Joseph W. Voytus to serve as the Borough Administrator and to perform the duties and responsibilities set forth in Borough Code §78-5; and

**WHEREAS**, the Governing Body has determined that Joseph W. Voytus satisfies the qualifications for the office of the Borough Administrator and is therefore desirous of appointing him to said position. **NOW, THEREFORE, BE IT RESOLVED** that Joseph W. Voytus is hereby appointed as Borough Administrator for the Borough of Montvale effective January 1, 2023.

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

**RESOLUTIONS (\*CONSENT AGENDA)**

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

**\*CONSENT AGENDA**

**RESOLUTIONS 01-2023 THROUGH 16-2023, 19-2022 THROUGH 22-2023**

**01-2023 Cash Management Plan**

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

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

A. **DESIGNATION OF OFFICIAL DEPOSITORIES:**

The following financial institutions are designated official depositories:

- Bank of America
- Wells Fargo
- N.J. Cash Management Fund
- TD Bank

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

B. **DEPOSIT OF FUNDS**

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

1. Operating funds shall be deposited into interest bearing accounts to maximize interest earnings.
2. Capital and Debt service funds may be deposited into interest bearing accounts. Non-Interest bearing accounts shall be regularly monitored for the availability of funds for investment.
3. Trust funds may be deposited into interest bearing accounts in accordance with the State statutes regulating the deposit of developer's escrow deposits. Non-Interest bearing

accounts should be regularly monitored for availability of funds for investment except where either State or Federal laws prohibit the earning of interest on such funds.

4. Payroll and agency remittance funds shall be maintained in regular checking accounts, only insofar as they serve to compensate the bank for payroll data processing services.

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

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

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

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

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

**E. COMPENSATING BALANCE AGREEMENTS:**

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

**F. REPORTING PROCEDURES:**

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

1. **MONTHLY REPORTING:** A detailed listing of all investments purchased in the prior month, specifying the amount, interest percent per annum, number of days, period of investment and maturity date, interest amount at maturity and financial institutions with which investment is placed. This report shall be broken down by fund.

2. QUARTERLY REPORTING: A detailed summary analysis of all investments by fund, specifying the quarterly interest rate earned, quarterly interest earned on NOW and Savings Accounts and Year-To-Date total interest earnings.
3. The Treasurer shall prepare a schedule of outstanding investments for the independent auditors as of December 31<sup>st</sup> of each year and at other such times as required by the auditors.
4. The Treasurer shall also periodically provide analysis of average daily balances in interest bearing checking accounts vs. other investment vehicle potential.
5. All such reports may include a comparison of current investment income vs. forecast, prior year or market conditions.

G. DIVERSIFICATION REQUIREMENTS:

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

H. MAXIMUM MATURITY POLICY:

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

I. INVESTMENT PROCEDURES:

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

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

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

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

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

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

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

J. RETURN ON INVESTMENT:

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

K. CONTROLS:

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

L. BONDING:

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

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

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

M. COMPLIANCE:

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

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

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

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

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

**02-2023 Authorizing payment to the United States Postal Service to affect the use of a Postal Machine**

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

**03-2023 Establish 2023 Holiday Schedule For Administrative Non-Contractual Employees**

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale that the following 2023 Holiday Schedule for eligible Administrative non-contractual employees be and is hereby established:

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

<u>HOLIDAY</u>	<u>DAY OBSERVED</u>
Martin Luther King Day	Monday, January 16
President's Day	Monday, February 20
Memorial Day	Monday, May 29
Juneteenth	Monday, June 19
Independence Day	Tuesday, July 4
Labor Day	Monday, September 4

Columbus Day	Monday, October 9
Veterans Day	Friday, November 10 (observed)
Thanksgiving Day and the Day After	Thursday, November 23 Friday, November 24
Christmas Day	Monday, December 25
New Year's Day	Monday, January 1, 2024

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

**SECTION 3.** If any of the above holidays fall on Saturday, the holiday shall be observed on Friday. If any of the above holidays fall on Sunday, the holiday shall be observed on Monday.

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

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

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

**04-2023 Designating the Mayor, Municipal Clerk, Administrator, Chief Municipal Financial Officer and Treasurer as Official signatories on Borough Warrants and the Judge, Municipal Court Administrator and Deputy Court Administrator as Official signatories on Municipal Court Accounts**

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

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

**05-2023 Roll Call of the Council members to be called in alphabetical order**

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

**06-2023 Authorizing the Mayor, Clerk and Collector to issue warrants for certain items with ratification at the following meeting**

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

- Board of Education, Montvale, NJ
- Pascack Valley Regional Board of Education
- County Tax
- Bergen County Sewer Authority
- Medical Insurance
- Life Insurance
- Bond and Note Payments
- Interest on Bonds and Notes
- Payrolls
- Investments
- Gasoline
- Scavenger Service

**07-2023 All bills to be presented in proper form to the Finance Department no later than the 25th of each month**

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

**08-2023 Change Fund in the amount of \$150.00 front counter Administration; Municipal Clerk petty cash \$500.00; Municipal Court \$150.00 each for a total of \$450.00; and \$300.00 for the Police Department**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale, N.J., that the governing body approves the establishment of "a general change fund at the front counter in the municipal building in the amount of \$150.00, the Municipal Clerk/Deputy Municipal Clerk has a petty cash fund in the amount of \$500.00, the Joint Municipal Court Violations Clerks (3) have a change fund in the amount of \$450.00 or \$150.00 each; and the Police Department has a petty cash fund in the amount of \$300.00.

**09-2023 Designation of official newspapers for advertising for the Borough of Montvale**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale, N.J., that the following newspapers are hereby designated as the official newspapers for advertising for the Borough of Montvale, NJ for the year 2022:

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

**10-2023 Fixing the rate of interest to be charged for the nonpayment of taxes, assessments and excess sewer fees**

**WHEREAS**, R.S. 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for nonpayment of taxes, assessments and excess sewer fees subject to any abatement or discount for the late payment of taxes, assessments and excess sewer fees as provided by law; and

**WHEREAS**, R.S. 54:4-67 has been amended to permit the fixing of said rate of 8% per annum of the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00;

**NOW THEREFORE, BE IT RESOLVED**, by the Borough of Montvale, County of Bergen, State of New Jersey, as follows:

1. The Tax Collector is hereby authorized and directed to charge 8% per annum on the first \$1,500.00 of taxes and excess sewer fees becoming delinquent after due date and 18% per annum on any amount of taxes and excess sewer fees in excess of \$1,500.00 becoming delinquent after due date, subject to any abatement or discount for the late payment of taxes and excess sewer fees as provided by law.
2. Re Chapter 72 laws of 94 CTC 94-3. If the new tax bills are not in the mail by June 14, interest will then be charged 25 calendar days after the bills were mailed. Interest shall be calculated from August 1.
3. No interest shall be charged if payment of any quarterly tax payment and bi-annual excess sewer fess is received within ten (10) days of the date upon which the same becomes payable.
4. In connection with any delinquency of taxes, assessments or municipal charges in excess of \$10,000 which has not been paid prior to the end of a calendar year, there shall be imposed a penalty in a sum equal to six (6%) percent of the delinquency in excess of \$10,000.
5. With respect to tax certificates in excess of the sum of \$200 the following additional penalties shall be charged: two (2%) percent on the amount due over \$200 up to \$5,000; four (4%) percent of the amount due over \$5,000 up to \$10,000; and six (6%) percent on the amount in excess of \$10,000; plus cost 2% and \$25.00 per Title 54.
6. Any payments not made in accordance with Paragraph Two of this resolution shall be charged interest from the due date, as set forth in Paragraph One of this resolution.
7. The Tax Collector is authorized to hold a tax sale for unpaid taxes and/or excess sewer charges.
8. This resolution shall be published in its entirety once in the newspaper.
9. A certified copy of this resolution shall be provided by the Office of the Municipal Clerk to each of the following officials: Tax Collector; Borough Attorney; Borough Auditor; Chief Financial Officer.

**11-2023 Order of business to be followed at all regular meetings of the Mayor and Council**

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

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

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

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

The Borough Council will conduct a meeting on the last Tuesday of each month, which will serve as workshop sessions. Action may be taken at this meeting. The public is invited to attend all meetings and speak at all public and workshop sessions of the Mayor & Council.

**12-2023 All monies collected by any Borough Official or Employee of the Borough shall be turned over the Borough Treasurer within 48 hours**

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

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

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

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

**13-2023 Establish Mayor & Council Meeting Schedule for the Year 2023**

**BE IT RESOLVED** that public meetings of the Mayor and Borough Council shall be held on the following dates for the year 2023:

<b>*January 1 (Sunday)</b>	Organization Meeting
January 10	Public Meeting
January 31	Workshop Session
February 14	Public Meeting
February 28	Workshop Session
March 14	Public Meeting
March 28	Workshop Session
April 11	Public Meeting
April 25	Workshop Session
May 9	Public Meeting
May 30	Workshop Session
June 13	Public Meeting
June 27	Workshop Session
July 11	Public Meeting
July 25	Workshop Session

August 8	Public Meeting
<b>Cancelled</b>	Workshop Session
September 12	Public Meeting
September 26	Workshop Session
October 10	Public Meeting
October 31	Workshop Session
November 14	Public Meeting
November 28	Workshop Session
December 12	Public Meeting
December 26	Workshop Session

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

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

**ACTION MAY BE TAKEN AT BOTH PUBLIC AND WORKSHOP MEETINGS.**

**14-2023 Procedure for the Periodic Release of Closed Session Minutes**

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

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

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

- Borough Council Minutes Review Committee. There shall be a minutes review committee (MRC) consisting of the Borough Administrator, the Borough Attorney and the Municipal Clerk, whose job shall be to periodically review the minutes of closed sessions of the Borough Council and make recommendations to the Borough Council which minutes should be made public. The MRC shall have no power and shall not be a "public body" within the meaning of the Open Public Meetings Act.
- Meetings of MRC. The MRC shall meet on an as-needed basis. Meetings of the MRC shall be as scheduled at the convenience of the MRC members by the Borough Administrator.
- Preparatory staff work. Prior to each meeting of the MRC, the Borough Attorney shall prepare a list of all closed sessions minutes which have been prepared by the Borough Attorney that have not been made public. The list and the minutes listed shall be made available to the MRC at their meetings.
- Basis for recommendation. Recommendations to make minutes public shall be on a case-by-case basis, taking into consideration both the interest in maintaining confidentiality set forth in N.J.S.A. 10:4-12 and the interest in prompt disclosure set forth in N.J.S.A. 10:4-14. The applicable guidelines set forth in paragraph 7 of this resolution may be considered as a general standard.
- Decision. The decision to make public the minutes of any closed session shall be made only by the Governing Body of the Borough of Montvale and shall be based on a finding that public disclosure of the matters discussed at such closed session will not be detrimental to the public interest. In making this finding, the public body shall take into consideration, but need not agree with, the recommendation of the MRC and the basis for the recommendation as set forth in paragraph 4 above. In cases where more than one matter was discussed in closed session, the public body may elect to make public only the minutes pertaining to certain of those matters, and to keep the remaining portion(s) of the minutes

confidential. Should the minutes contain any material entitled to protection, the public body shall excise or redact such protected matter, provided, that all materials required to be contained in the minutes by N.J.S.A. 10:4-14 shall be set forth.

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

**15-2023 Open Public Meetings Act, Chapter 231 of Public Laws of the State of New Jersey Closed Executive Sessions of the Montvale Governing Body**

**WHEREAS**, it is necessary for the Mayor and Council of the Borough of Montvale to discuss matters relating to such matters and which matters are permitted by Section 7.b of the Open Public Meeting Act, Chapter 231 of the Public Laws of the State of New Jersey for 1975 to be discussed in closed session in the absence of the public from time to time:

- 1.) Any matter considered confidential by federal law, state statute, or court rule;
- 2.) Any matter in which the release of information would impair the receipt of federal funds;
- 3.) Any material which would constitute an unwarranted invasion of individual privacy if disclosed;
- 4.) Any collective bargaining agreements or other discussion of the terms and conditions of a collective bargaining agreement, including negotiations leading up to such an agreement.
- 5.) Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds where disclosure of such matter could adversely affect the public interest.
- 6.) Any tactics and techniques used in protecting the safety and property of the public and investigations of violations or possible violations of the law.

7.) Any pending or anticipated litigation or contract negotiations in which the public body is or may become a party, and any matter falling within the attorney-client privilege, to the extent that confidentiality is required to preserve the attorney-client relationship.

8) Personnel matters related to the employment, appointment or termination of current or prospective employees, unless all individuals who could be adversely affected request, in writing, that the matter be discussed at a public meeting.

9.) Any deliberations of a public body occurring after a public hearing that may result in the imposition of a fine upon an individual or the suspension or the loss of license or permit belonging to an individual.

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

**WHEREAS**, any motion to go into closed session will be deemed to include a motion that the matters discussed at such closed session will be disclosed to the public when such matters are finally determined and there is no further reason to prohibit the public disclosure of information relating to such matters; and

**NOW, THEREFORE BE IT RESOLVED**, that any motion to go into closed session shall have the same effect as this resolution being adopted; and

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

**16-2023 Adoption of year 2023 By-Laws of the Mayor and Council of the Borough of Montvale**

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

**19-2023 Adoption Borough Policy & Procedures Manual / Administration**

**WHEREAS**, the Municipality has a Policies & Procedures Manual which has been established to ensure Employees and prospective Employees are treated in a manner consistent with all applicable employment laws, regulations and protocols; and

**WHEREAS**, the Borough places great value and consideration in relation to the health, well-being and safety of its Employees.

**WHEREAS**, said Manual is also in accordance with the requirements promulgated by the Bergen County Municipal Joint Insurance Fund and under the auspices of the New Jersey Municipal Excess Liability Fund; and

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey the Manual previously adopted by Resolution is hereby reaffirmed to serve as the Borough's Policies and Procedures serving and applying to every Employee, Volunteer, Elected & Appointed Official and Independent Contractor(s) serving the Municipality; and

**BE IT FURTHER RESOLVED**, the Borough will continue to monitor changes in Federal and State Statutes and Regulations to ensure continued compliance with applicable laws, regulations and policies that impact the employment practices of the Municipality; and

**BE IT FURTHER RESOLVED**, a certified copy of this Resolution shall be maintained on file in the Clerk's office and shall also be forwarded to Professional Insurance Associates, 429 Hackensack Street, P.O. Box 818 Carlstadt, NJ 07072, Risk Management Consultant to the Municipality.

**20-2023 Re-affirming the Borough's Existing Policy For Eligible Municipal Employee To Voluntarily Waive The Medical & Prescription Coverages Provided Through The Employee Benefits Program Calendar Year 2023**

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

**WHEREAS**, the Governing Body desires the continuance of the program offering for the 2023 Calendar Year.

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

**BE IT FURTHER RESOLVED**, the waiver of benefits financial incentive shall be set on an annual basis, such incentive set for the 2023 calendar year as follows:

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

<u>ELIGIBLE COVERAGE</u>	<u>ANNUAL FINANCIAL INCENTIVE (2023)</u>
<u>Single</u>	25% of the Net Savings to the Borough of Montvale or \$5,000, whichever is less
<u>Employee/Spouse</u>	
<u>Parent/Child</u>	
<u>Family</u>	

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

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

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

**21-2023 A Resolution To Affirm The Borough Of Montvale's Civil Rights Policy With Respect To All Officials, Appointees, Employees, Prospective Employees, Volunteers, Independent Contractors, And Members Of The Public That Come Into Contact With Municipal Employees, Officials And Volunteers**

**WHEREAS**, it is the policy of the Borough of Montvale to treat the public, employees, prospective employees, appointees, volunteers and contractors in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act, and

**WHEREAS**, the governing body of the Borough of Montvale has determined that certain procedures need to be established to accomplish this policy

**NOW, THEREFORE BE IT ADOPTED** by the Governing Body of the Borough of Montvale that:

**Section 1:** No official, employee, appointee or volunteer of the Borough of Montvale by whatever title known, or any entity that is in any way a part of the Borough of Montvale shall engage, either directly or indirectly in any act including the failure to act that constitutes discrimination, harassment or a violation of any person's constitutional rights while such official, employee, appointee volunteer, or entity is engaged in or acting on behalf of the Borough of Montvale's business or using the facilities or property of the Borough of Montvale.

**Section 2:** The prohibitions and requirements of this resolution shall extend to any person or entity, including but not limited to any volunteer organization or inter-local organization, whether structured as a governmental entity or a private entity, that receives authorization or support in any way from the Borough of Montvale to provide services that otherwise could be performed by the Borough of Montvale.

**Section 3:** Discrimination, harassment and civil rights shall be defined for purposes of this resolution using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

**Section 4:** The Governing Body shall establish written procedures for any person to report alleged discrimination, harassment and violations of civil rights prohibited by this resolution. Such procedures shall include alternate ways to report a complaint so that the person making the complaint need not communicate with the alleged violator in the event the alleged violator would be the normal contact for such complaints.

**Section 5:** No person shall retaliate against any person who reports any alleged discrimination, harassment or violation of civil rights, provided however, that any person who reports alleged violations in bad faith shall be subject to appropriate discipline.

**Section 6:** The Governing Body shall establish written procedures that require all officials, employees, appointees and volunteers of the Borough of Montvale as well as all other entities subject to this resolution to periodically complete training concerning their duties, responsibilities and rights pursuant to this resolution.

**Section 7:** The Governing Body shall establish a system to monitor compliance and shall report at least annually to the governing body the results of the monitoring.

**Section 8:** At least annually, the Governing Body shall cause a summary of this resolution and the procedures established pursuant to this resolution to be communicated within the Borough of Montvale. This communication shall include a statement from the governing body expressing its unequivocal commitment to enforce this resolution. This summary shall also be posted on the Borough of Montvale web site.

**Section 9:** This resolution shall take effect immediately.

**Section 10:** A copy of this resolution shall be published in the official newspaper of the Borough of Montvale in order for the public to be made aware of this policy and the Borough of Montvale's commitment to the implementation and enforcement of this policy.

**22-2023 Authorize Designation of Public Agency Compliance Officer (P.A.C.O.)/Christine Kalafut**

**WHEREAS**, NJAC 17:27-1.1, regulates equal employment opportunity in the performance of contracts funded by the state; and

**WHEREAS**, NJAC 17:27-3.2 requires that a public agency annually designate a public agency compliance officer who shall be responsible for ensuring the agency's compliance with the regulations;

**NOW, THEREFORE, BE IT RESOLVED** that Christine Kalafut, Borough Treasurer and Qualified Purchasing Agent, is hereby designated as the Public Agency Compliance Officer for Equal Employment Opportunity pursuant to this action.

**BE IT FURTHER RESOLVED** that a copy of this resolution to the New Jersey Department of Treasury, Division of Contract Compliance & Equal Opportunity Office

Introduced by Councilmember Lane; seconded by Councilmember Roche - all ayes on a roll call vote

**MAYOR & GOVERNING BODY APPOINTMENTS, 2023 STAFF, BOARD AND COMMITTEE APPOINTMENTS**

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

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

**OPEN MEETING TO PUBLIC:**

Motion to open meeting to the public by Councilmember Cudequest; seconded by Councilmember Roche - All ayes

Carolee Adams

Ms. Adams is very thankful for living in Montvale for 50 years; it is a family friendly town; praying for all first responders and all members of council

**CLOSE MEETING TO PUBLIC:**

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

**COUNCIL COMMENTS:**

**Councilmember President Arendacs**

Chief Joe Sanfilippo, congratulations on your distinguished career over the past 36 years. You have been a proven leader and continued to always show it by initiating positive programs that always benefited our community and our residents. As Chief you exemplified the definition as team leader and now passed that role moving forward onto our New Police Chief, Doug McDowell. Chief Sanfilippo, I salute you and thank you for your honorable dedicated service!

Chief Doug McDowell, this is a proud day for not only you and your family but also for the Borough of Montvale! With your stellar past record and as our previous Captain, I know you will continue to lead our police department with honor, respect and integrity. I look forward to working with you and wish you much success in your new role as Montvale's top cop.

Mayor and Council members, I am honored to serve as your Council President once again for 2023. I thank you for instilling your trust in me to fulfill this honorable role. Congratulations to Council member Lane, Council member Roche and Council member Cudequest, on your commitment in serving the Borough for another 3 year term. As always I'm am eager to work alongside with each one of you to make our community the best it can be. I'd like to thank our borough administrator, Maureen Iarossi-Alwan on her retirement with the Borough after 26 years of service. Maureen has been an asset to Montvale, she was actually the first person I met when I came to Borough Hall to ask a question when I first moved here in 2014. Over time, she has taught me lot about municipal government and has been a mentor to me throughout my council run as I'm always learning how to better serve our residents. I wish you nothing but the best! Good luck on all your future endeavors. You will definitely be missed! Enjoy your well deserved retirement.

Congratulation to Joe Voytus our new Borough Administrator. Joe will be a huge asset to Montvale, as our attorney for the past 15 years, he has the inside track and knowledge of what our residents and governing body except of him. On a legal aspect, it will greatly benefit our community as he currently holds a law degree for the past 15 years.

Congratulations Dave Lafferty, I welcome you to being part of our legal team! Dave you welcomed me to Montvale 9 years ago as a resident. I remember you serving as Borough Judge in Paramus for 8 years as I worked next door and I'm sure we crossed paths several times in various cases. You were also appointed by the NJ Supreme Court to the attorney ethics committee and served as their chair. It's obvious you are qualified to represent the Borough of Montvale with distinction. I know you will always have Montvale in your best interest as you also want the best as a resident yourself.

Congratulations to all the fire officers who were just sworn in to their newly elected positions, I thank you, EMS and all the first responders for your dedicated service to our town.

### **Council On Affordable Housing**

This board provides the best opportunity for a fair, equitable and constitutionally – compliant process in 2025. However, the Borough continues to work on multiple fronts to satisfy our current obligation and to prepare us for the future. We recently authorized a memorandum of understanding with a developer to construct 4 units of disabled veterans housing at no cost to the Borough. We have 25 affordable units under construction on Summit Ave. that were 90% funded by the state and county funds. We have been and will always continue to ensure that the Borough maintains its immunity and is not overburdened by future obligations.

### **POLICE**

As the Deputy Police Commissioner, it has been an honor working alongside Our Police Commissioner Dieter Koelling, Our former Police Chief, Joe Sanfilippo and his command staff as were always searching for new ways to keep our community proactively safe. Safety of our residents is my utmost priority. As we move forward into the New Year with our newly promoted Police Chief, Doug McDowell who now is in command of our department, will be addressing and focusing on vehicular and pedestrian safety throughout all Borough roadways and areas of concern. I'm also looking forward in enhancing our Community oriented programs such as the Junior Youth Police Academy, National night out and the DARE program that's funded through various grants and departmental fundraising events. These are just a few of the several programs that are servicing our residents and also the children of Montvale. I look forward to working with all of you once again in 2023. As always job well done to the men and women in blue as they continue to be one of the best departments in the state.

### **DPW**

I would like to thank, PV DPW Superintendent Rich Campanelli and his crew for all their hard work and dedication throughout the year. This has been a trying year as the PVDPW had 5 retirements. They

all have since been replaced with new hires. They have always accomplished what is asked of them as we have a great working relationship with our Pascack Valley crew and Administration.

**MAYOR ADVISORY COMMITTEE**

I would like to thank all the members of the Mayors advisory committee who volunteer their time, to go out and seek residents' valuable ideas and thoughts on how we can improve our community. They then bring these ideas back to the council were we can act on it. They truly have the pulse of Montvale at hand.

**ENGINEERING**

Paved over 2 miles of roads., Reconstructed Craig Road using a NJDOT grant., Paved the LaTrenta field parking lot and created disability accessibility using a County Grant., Reconstructed 5 of the Memorial Field infields., Received approx. ½ million in grants from County and State agencies for infrastructure projects., Over saw the County the removal and replacement of the Magnolia Avenue Bridge.

That all said, I would like to thank everyone sitting up here on the dais, The Mayor, Council members, our Administrator, Deputy Clerk and Borough Attorney, also to all our borough employees and our volunteers that make Montvale the best. I will continue to reach out to residents and I would hope they do the same when there is a question or concern in town. I am also a resident and only expect the best. Like I have said in the past, we have a lot of specialties and talent sitting up here and know there is nothing that we can't accomplish.

Happy, Healthy New Year to everyone and God Bless Montvale.

**Councilmember Koelling**

Happy New Year; honor to serve the community, looking forward to working with the new Police Chief; We have an amazing team of professionals and employees that will continue to work through any challenges ahead. Thanked Carolee Adams about the importance of our veterans in the community, would like to beef of the Veterans committee, and would like remodel the memorial downtown. Looking forward to 2023. Thank you.

**Councilmember Cudequest**

Wishing everyone Happy New Year; thanked all that voted me into the position; I hope I will not let you down, I hold all the residents close to my heart; safety has always been my priority within the town; Looking forward to working with new administrator and borough attorney along with mayor and council. Wished Maureen all the best in her retirement and thank her for her service to the town for so many years. Encourage all to attend our meetings. Please reach out, we are here to serve you.

**Councilmember Roche**

Thanked the Mayor and members of the council to continue to do good and responsible work for the town; congratulated Councilmember Lane for being re-elected to another 3 year term and congratulated Councilmember Cudequest on being re-elected to her 1 year term. Congratulations to Maureen on your retirement, you will be missed; welcome to our new borough administrator and attorney; thanked all employees for running the town so smoothly, thanked all volunteers; looking forward to working with all my committees, Chamber of Commerce, Regional BOE, Environmental Commission, MAL and Recreation Dept; thanked his family for their continued support;

**Councilmember Lane**

Happy New Year! I'd like to thank everyone for joining us today, and I'd especially like to thank you for your continued support of this Mayor and Council. I am also pleased to congratulate Council Members Cudequest and Roche on their re-elections.

It's an honor that the people of this Borough have elected me to office 6 times...when I reflect on the fact that this is my 16<sup>th</sup> reorganization meeting, it really makes me wonder where the years have gone. Of course, I want to thank Montvale's residents for their trust in me, but I also want to thank the two mayors and 15 other council members that I have worked with since 2008. In my tenure I have discovered that while we don't always share the same opinions, we've all shared an interest in our desire to do what's right for Montvale.

In the past 15 years I have seen these chambers packed to overflowing, and I have also attended meetings where it's just us sitting up here. While those are shorter meetings, I much prefer it when our residents come out and let us know what they are thinking. Email is great, and so is Zoom (and necessary during the pandemic)—but there is nothing like seeing residents face-to-face. But I'll confess, I only attended a few meetings before I was elected, so I understand how busy everyone is. There will be important issues this body will face in the coming 3 years; they are complex and will require all of our best efforts and understanding. Just know that we really do want your engagement and feedback.

I have also had the pleasure of serving as liaison to the Montvale Fire Department for 15 years, and had the opportunity to work with great volunteer fire officers and commissioners. Congratulations and thank you to Geoff, Bruce, Mike, Rick and Ray for their willingness to serve. While the rest of us are home in bed these men and women regularly respond to emergency calls—I thank them and all our emergency responders for stepping up to serve the critical needs of our community.

As may be apparent, this is a time of change in the Borough. I want to congratulate Chief Doug McDowell on his new responsibilities and thank Joe Sanfilippo for his service to Montvale. Congratulations to our new Council President, Doug Arendacs. I also welcome Dave Lafferty as our new Borough Attorney. Our incoming administrator, Joe Voytus, will bring a new background to the role, and while we were fortunate to have him serve as our Borough Attorney, I am certain he will excel in his new position.

And of course, I would be remiss if I did not thank our retiring Borough Administrator, Maureen Larossi-Alwan, for her 15 years in that role. She has meant so much to this community and typifies the term "public servant".

Finally, I must thank Rose, my wife of 35 years, and my 4 children for their support of my many roles as a councilman, husband, father, and now grandfather. Thank God for blessing us, blessing Montvale, and here's to a wonderful 2

**Mayor Ghassali**

Wishing you a happy, safe and healthy New Year. I wanted to share with you my message that I delivered to the council at our reorganization meeting on January 1, 2023.

To our residents, staff and members of the council,

I want to congratulate Councilmembers Cudequest, Lane and Roche on their re-election.

Congratulations to Chief McDowell, business administrator Joe Voytus and our new attorney Dave Lafferty. Also congratulations to the fire department elected leadership.

We will miss Maureen in her role as a business administrator and as a clerk in few months, many thanks to Maureen for all her time and service to our community.

A lots of changes in our town in the past few years, and likely more changes to come, in a good way. We are purchasing more properties as they become available to have them under the town's control and to create additional recreation and open space for our residents.

There are several major projects in que for 2023. One is a new water tank to serve the west side of town. In preparing for 2025 affordable housing new round of numbers, we will also explore additional shared services opportunities with surrounding towns, and prepare for a new waste collection contract and explore different options rather than just relying on one contractor quote. Some towns are seeing up to 50% increase in the waste collection cost.

Our roadways and infrastructure are under constant review and maintenance, and will continue to pave roads and maintain our sewer system.

We are in discussion with a major land owner, and depending on the outcome, the community center and pool plan may change. I am hoping we conclude these discussions in about a month and move forward. I am also happy to report that in 2022 we issued and received \$1.7 million in additional tax bills, and next month will be issuing an additional \$1.2 million in tax bills, and as the new developments get filled in 2023, at least an additional one million dollars will be billed this year, bringing the total of almost four million dollars in additional tax revenue from this year forward.

I am incredibly fortunate to work alongside the highest caliber councilmembers, staff, professionals and volunteers. This is my eighth year as a mayor, and 14th year since I was sworn in as a councilman, and somehow I am always thrilled to come to borough hall and look forward to work alongside these amazing men and women serving our community.

I want to thank the residents for their support and motivating emails and messages, and I look forward to continue to serve the community that my family and I call our home.

And thank you for all the birthday wishes to me on my legal January 1st birthday, which also happened to be the birthdays of my brother, my two sisters and my parents, according to JFK airport immigration officer in 1980.

I wish you peace in your homes, in our towns, state and country, please keep us and our first responders in your thoughts and prayers, I wish you a happy, safe and healthy new year, and I wish that peace be on earth.

**CLOSING PRAYER**

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

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

Meeting adjourned at 1:17PM

Budget Meetings will be held January 9, 23, and 30 at 6:00pm

Next scheduled Mayor and Council meeting will be held January 10, 2023 at 7:30PM

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

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 24-2023**

**RE: Cancellation of Outstanding Checks / Prior Years / Pascack Joint Municipal Court**

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

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

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

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

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

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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



**PASCACK JOINT MUNICIPAL COURT**  
*Serving Montvale, Park Ridge and Woodcliff Lake*

12 Mercedes Drive • Montvale, NJ 07645  
(201)-391-5701  
Fax: (201)-391-6239

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

TO: Chris Kalafut  
FROM: Ann Levitzki  
DATE: January 3, 2023  
RE: Outstanding Checks – Bail Account

Below please find a list of outstanding checks more than six months old in the Municipal Court checking account:

<u>Date</u>	<u>Check #</u>	<u>Amount</u>
2/9/2022	2771	1,000.00
5/25/2022	2786	500.00
	<b>TOTAL</b>	<b>\$1,500.00</b>

Cc: Fran Scordo, Deputy Clerk

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 25-2023**

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED**, this 10th day of January 2023, that the Municipality of Upper Saddle River and the Municipality of Montvale consent to the attached agreement.

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 26-2023**

**RE: A Resolution Awarding a Professional Grant Writing Consulting Contract to Millennium Strategies for the Year 2023**

**WHEREAS**, the Borough of Montvale has a need to contract with a person or entity for professional grant writing consultant services; and

**WHEREAS**, the Local Public Contracts Law N.J.S.A. 40A:11-5(a)(1)(i)) permits contracts for professional services to be negotiated and awarded by the governing body without public advertising for bids and requires that the resolution authorizing the award of a contract for professional services without competitive bids and the contract itself be available for public inspection; and

**WHEREAS**, the Borough has received a proposal from Millennium Strategies, 60 Columbia Road, Suite 230, Morristown, New Jersey 07960, dated December 19, 2022, to perform such services for the Borough; and

**WHEREAS**, the cost of said services is \$650 per month for: 1) Establishment of a User Platform with Online Grant Research Portal, 2) Access to Detailed Grant Summaries, and 3) Consultations on Available Grant Opportunities, with Grant Writing and Project Support available on an as-needed basis for the cost of \$130 per hour; and

**WHEREAS**, the Borough is desirous of awarding a contract to Millennium for items 1 through 3, as per Millennium's Proposal, with Grant Writing and Project Support to be separately authorized by the Governing Body for specific grants; and

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

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

<u>Contractor</u>	<u>Amount</u>
Millennium Strategies 60 Columbia Road, Suite 230 Morristown, New Jersey 07960	\$650/month for Services 1-3 \$130/hour for Service 4 as needed As Per Proposal

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

**BE IT FURTHER RESOLVED** that pursuant to N.J.S.A. 40A:11-5, public notice of this contract award shall be published in the official newspaper of the Borough in accordance with applicable law.

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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

# MILLENNIUM

December 19, 2022

Maureen Iarossi-Alwan  
Municipal Administrator/Clerk  
Borough of Montvale  
12 DePiero Drive  
Montvale, NJ, 07645

***Re: Proposal for Grant Research Portal Service***

Dear Ms. Iarossi-Alwan,

Millennium Strategies LLC is pleased to submit the following proposal to the Borough of Montvale for the provision of our Grant Research Portal Service. Details pertaining to our firm, experience, proposed services, and fees are outlined further within this proposal.

**COMPANY PROFILE**

Founded in 2005, Millennium Strategies is the largest full-service grant writing firm in the region. We currently represent more than 110 municipalities, counties, school districts and non-profit entities in New Jersey, New York, and Pennsylvania. A listing of our current clients, along with our length of service on behalf of each, is included with this proposal as an attachment. Since our inception, we have helped to secure over \$1 billion in both governmental and non-governmental grant funding on behalf of our clients.

What sets Millennium apart is our comprehensive and aggressive approach to grant research and grant writing. We help our clients meet their complex challenges by securing funding for projects that fall within the following areas: arts, health services, human services, disaster recovery, economic development, public safety, environmental protection, historic preservation, open space preservation, recreation, sustainability, tourism, and transportation infrastructure. Examples of recent grant awards, under various categories, that we have helped to secure on behalf of our clients are included with this proposal as an attachment.

**STAFF PROFILE**

As Millennium's President/CEO and former Chief of Staff to Congressman Bill Pascrell, Ed Farmer has shepherded critical projects to completion with federal, state, and county agencies. Millennium's Principal Sue Scavone has more than 25 years of experience in government and grant writing. Together, Ed and Sue have assembled Millennium's accomplished team which includes a full-time research department, 26 grant writers, and the support staff necessary to meet the demands of timely, professional, and competitive submissions. If Millennium is retained by the Borough, Katie Kocher would serve as Deputy Director of Research and Special Projects and Michael Neary would serve as Portal Grant Writer. Biographies of key personnel along with a list of current client references are included with our proposal as an attachment.

All staff employed by Millennium Strategies possess post-secondary degrees related to government consulting/grant writing and are in good standing with both public and private sector grant agencies. Neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice or from working with public entities by any federal, state, or local agency. All proposed services outlined within this proposal will be performed directly by employees of Millennium Strategies. We will not hire subcontractors to perform any of the proposed services outlined within this proposal. All staff and principals that will support the delivery of service on behalf of the Borough will be stationed out of our corporate headquarters located at 60 Columbia Road, Building B, Suite 230, Morristown, NJ, 07960.

## **PROPOSED SERVICES**

Millennium Strategies proposes to provide services on behalf of the Borough via our Grants Research Portal Service. Services to be provided include those outlined below.

- ***Proposed Service 1: Establishment of a User Platform Within Online Grant Research Portal*** – Millennium will establish a user platform, for the Borough within our online grant research portal. This platform will serve as the center for viewing detailed grant summaries on all federal, state, county, corporate and philanthropic grant opportunities that are applicable to the Borough. Millennium will provide key staff members with access to this user platform.
- ***Proposed Service 2: Access to Detailed Grant Summaries*** – Millennium will post detailed grant summaries, for all available federal, state, county, corporate and philanthropic grant opportunities, that are applicable to the Borough within the portal. These opportunities will be posted on a weekly basis and will provide staff with access to key information pertaining to each grant opportunity including key deadlines, eligibility requirements, award information, program goals/objectives, etc. Key staff from the Borough will receive notifications when grant summaries are posted and will be able to view them from within their online user platform.
- ***Proposed Service 3: Consultations on Available Grant Opportunities*** – Millennium will provide consultations, when requested by the Borough, regarding grant opportunities that the Borough has identified, via their portal, and may be interested in pursuing. These consultations will help to provide Borough staff and key decision makers with guidance regarding the objectives and qualifying criteria associated with each grant opportunity presented in order to determine whether or not it is viable for the Borough to pursue.
- ***Proposed Service 4: Project Support*** – Millennium will provide project support when requested by the Borough and mutually agreed to by Millennium. This includes assistance with the preparation of grant applications, grant administration activities, specialized research projects, on-site meetings, and/or other unspecified administrative tasks related to grants. This service does not include project management.

## **FEE SCHEDULE**

Millennium Strategies will provide proposed services, as outlined and described above in Paragraphs 1 - 4, in accordance with the fee schedule outlined below. There are no hidden costs associated with our fee structure and our contract provides for a 30-day opt out.

- ***Proposed Services 1 – 3*** – Millennium Strategies will provide Proposed Services 1 - 3, as outlined and described above, for a retainer fee of \$650.00 per month. These services will be provided on an ongoing basis throughout the contract period.
- ***Proposed Service 4*** – Millennium Strategies will provide Proposed Service 4, as outlined and described above, on an hourly basis at a rate of \$130.00 per hour. These services will only be rendered when specifically requested by the Borough and agreed to by Millennium. Millennium reserves the right to reject any grant writing/project support request made by the Borough at any time for any reason. Prior to rendering any project support services, Millennium would provide the Borough with an estimate for what the not-to-exceed cost would be.

## **DISCLOSURES**

Millennium Strategies is a limited liability corporation. Since our inception in 2005, Ed Farmer and Sue Scavone have remained the sole principals of Millennium Strategies. During our 17 years of operation, the company has not undergone any changes to the business name. Millennium Strategies is registered as a Small Business Enterprise (SBE) and complies with all applicable EEO, Anti-Discrimination and Affirmative Action Laws as evidenced by the compliance documentation included with our proposal as an attachment. No judgments, claims or suits have been filed against our company. In addition, Millennium Strategies is not now, nor has it ever been involved in any bankruptcy or reorganization proceedings. Millennium Strategies does not employ any relatives of the Borough nor are any of our employees unionized. In addition, no principals or employees of Millennium Strategies are related to any employee or elected official of the Borough.

**CONCLUSION**

Thank you again for considering Millennium Strategies. We look forward to the opportunity to be of service to the Borough of Montvale. Should you have any questions regarding our proposal please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Peter Blanos', written in a cursive style.

Peter Blanos  
Director of Business Development

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 27-2023**

**RE: RESOLUTION AUTHORIZING THE BOROUGH ADMINISTRATOR TO SIGN THE NJDEP WQM-003 STATEMENT OF CONSENT FORM FOR PROPERTY LOCATED AT 100 SUMMIT AVENUE - TREATMENT WORKS APPROVAL (TWA) APPLICATION.**

**WHEREAS**, the New Jersey Department of Environmental Protection (NJDEP) requires Consent of the Governing Body and Certification by the Wastewater Conveyance System Owner;

**WHEREAS**, the Borough of Montvale owns and operates their wastewater conveyance system that the property owner **GRAY CAPITAL (for property located at 100 Summit Avenue)** is proposing to connect for sanitary sewerage disposal;

**WHEREAS**, the Borough Engineer has reviewed the NJDEP WQM-003 Form and has determined that the Borough's sanitary sewer system has adequate capacity;

**WHEREAS**, the Borough Engineer has reviewed the NJDEP WQM-003 Form and recommends that the Borough's Mayor and Council authorize the Borough Administrator to execute the WQM-003 Form Section A-1 and Section A-3B;

**WHEREAS**, the Borough's Mayor and Council has considered this recommendation;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Montvale, formally approves the Borough Administrator to execute the above stated Application.

**BE IT FURTHER RESOLVED** that the Borough Administrator is hereby authorized to execute the NJDEP WQM-003 Form on behalf of the Borough of Montvale for the application by the owner, **Gray Capital, FOR PROPERTY LOCATED AT 100 Summit Avenue, Montvale, New Jersey.**

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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



**A-2 Consent by Sewerage Authority\***

As an authorized representative of this agency, I hereby certify that the

[Empty box for agency name]

(Name of Agency)

consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency.

Signed\* \_\_\_\_\_ Date [Empty box]

Type Name and Position [Empty box]

\* Cite authorization to sign for the agency

Resolution# [Empty box] Dated [Empty box]

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Governing Body's full resolution, consenting to the project, must be submitted with the application.)

\*\* Note

For TWA applications, this section must be completed when a sewerage entity (for example, sewerage authority, utilities authority, municipal utilities authority, joint meeting, etc.) has responsibility for regulating the construction and operation of wastewater treatment and conveyance facilities within the municipality.

**A-3 Consent by Owner of Wastewater Treatment Facility\***

(For NJPDES/SIU applications only)

As an authorized representative of this agency, I hereby certify that the

NOT APPLICABLE

(Name of Agency)

consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency and the agency agrees to accept wastewater from the project for treatment.

Signed\* \_\_\_\_\_ Date [Empty box]

Type Name and Position [Empty box]

\* Cite authorization to sign for the agency

Resolution# [Empty box] Dated [Empty box]

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Agency's full resolution, consenting to the project, must be submitted with the application.)

\*\* Note

For NJPDES/SIU applications, this section must be completed when the owner of the receiving wastewater treatment plant is different that the entity listed under A-2.

**B. Certification by Wastewater Conveyance System Owner\*\***

By agreeing to accept wastewater from the project, I (we) hereby certify that to the best of my (our) knowledge the wastewater conveyance system, into which the project proposed under this application will connect, has adequate capacity in accordance with N.J.A.C. 7:14A-1.2 ("Adequate conveyance capacity"). Furthermore, I (we) am (are) not aware of inadequate conveyance capacity conditions in any portion of the downstream facilities necessary to convey the wastewater from this project to the treatment plant.

Name of Municipality or Authority BOROUGH OF MONTVALE

Signed\* \_\_\_\_\_ Date \_\_\_\_\_

Type Name and Position \_\_\_\_\_

\* Cite authorization to sign for the governing body

Resolution# \_\_\_\_\_ Dated \_\_\_\_\_

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the governing body's full resolution, consenting to the project, must be submitted with the application.)

\*\* Note

1. For TWA applications, this section must be completed by the owner/operator of the wastewater conveyance system into which the project named herein will directly connect.

2. For NJPDES/SIU applications, this section must be completed when the owner/operator wastewater conveyance system into which the project named herein will directly connect is different that the entity listed under A-3.

**C. Certification by Wastewater Treatment Facility Owner\*\***

(For TWA applications that include a sewer connection/extension.)

I (we) hereby certify that the committed flow\*\*\* to the

BERGEN COUNTY UTILITIES AUTHORITY

(Name of Wastewater Treatment Plant)

does not exceed the presently permitted design capacity and with the additional flow proposed by this application, the permitted design capacity is not anticipated to be exceeded. I (we) further certify that the treatment plant is currently complying with its conventional and non-conventional NJPDES permit requirements (see N.J.A.C. 7:14A-22.17(b)-(d), percent removal and toxicity requirements excluded from this certification) as determined by a rolling average of the three most recent monthly discharge monitoring reports that were required to be submitted to the Department as of this date, and based upon my (our) assessment of all information pertinent to this permit request, is anticipated to continue to do so with the additional flow from this project.

Accepted for Treatment by BERGEN COUNTY UTILITIES AUTHORITY  
(Name of Treating Authority)

Signed\* \_\_\_\_\_ Date \_\_\_\_\_

Type Name and Position \_\_\_\_\_

Name of project and/or location \_\_\_\_\_

\* Cite authorization to sign for the governing body

Resolution# \_\_\_\_\_ Dated \_\_\_\_\_

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the governing body's full resolution, consenting to the project, must be submitted with the application.)

\*\* For TWA applications, this section must be completed by the owner of the wastewater treatment facility receiving the wastewater identified in this application.

\*\*\* For the purposes of this certification, committed flow means the sum of the 1) actual metered flow, 2) flow from DEP approved TWA applications (not yet operational), and 3) flow from locally approved projects that do not require DEP approval.

### **Additional Information (For TWA Applications)**

1. Approvals, permits, service contracts, or other reservations of flow capacity issued or agreed to by any participating municipality or sewerage agency do not constitute the required approval of the DEP.
2. For computation of actual flow at the receiving wastewater treatment plant, the average flow processed by the facility for the three (3) month period immediately preceding the submission of the application shall be used. Pursuant to the NJPDES regulations (N.J.A.C. 7:14A), no application shall be submitted to the DEP if the wastewater treatment facility is not meeting its discharge permit requirements.

### **Lack of Consent**

1. The affected sewerage authority or municipality must consent to the application or submit comments to the DEP within 60 days of the applicant's request for consent. Prior to the expiration of the 60-day period to respond to a request for a written statement of consent, the municipality or sewerage authority may request a 30-day time extension.
2. Any document issued by a sewerage authority or municipality which is a tentative, preliminary, or conditional approval shall not be considered a statement of consent.
3. When the affected sewerage authority or municipality does not consent to a project, it shall state all reasons for rejection or disapproval in a resolution and send a certified copy of the resolution to the DEP.
4. When the affected sewerage authority or municipality expressly denies a request for a written statement of consent for a project, the permit application may be determined by the DEP to be incomplete for processing; or in the alternative, the DEP may review the reasons for denial. Any such reasons shall be considered by the DEP in determining whether to issue a draft permit in accordance with N.J.A.C. 7:14A-15.6, or a Treatment Works Approval or sewer connection approval in accordance with N.J.A.C. 7:14A-22.
5. When the affected sewerage authority or municipality does not issue a written statement of consent in accordance with (1) above, or a denial in accordance with (3) above, the DEP, upon receipt of proof that the applicant has delivered to the affected agency a written request for a statement of consent, shall review the reasons therefore, if known on the basis of reasonably reliable information. Any such reasons shall be considered by the DEP in determining whether to issue a draft permit in accordance with N.J.A.C. 7:14A-15.6, or a Treatment Works Approval in accordance with N.J.A.C. 7:14A-22. The DEP, may in its discretion, deem the application to be incomplete pending the expiration of the time period set forth in (1) above.

\* This section has been excerpted from the NJPDES regulations for guidance purposes only. Please refer to N.J.A.C. 7:14A-22.8(a)3 for the complete requirements concerning statements of consent.

**Notice: False statements, representations, or certifications, in any application, record, or document are subject to fines and penalties as set forth in the Water Pollution Control Act (N.J.S.A. 58:10A-10F 2 and 3.**

**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Division of Water Quality**

Resub Form

**ENGINEER'S REPORT for DOMESTIC TREATMENT WORKS APPROVAL APPLICATIONS**

**INSTRUCTIONS**

- Complete all applicable sections and certifications.
- Justifications for any exceptions from the regulations at N.J.A.C. 7:14A - 23 et seq. must be submitted. (Additional sheets may be attached if necessary.)
- All supplemental information required to be submitted along with this engineer's report must be signed, sealed, and dated by a professional engineer, licensed to practice in the State of New Jersey.
- For Treatment Works other than collection and/or conveyance, please attach a separate Engineer's Report in accordance with N.J.A.C. 7:14A - 23.5.

**GENERAL INFORMATION**

Applicant: GRAY CAPITAL, LLC Municipality: MONTVALE  
BERGEN REHABILITATION  
 Project Name: HEALTHCARE CENTER County: BERGEN

Name of Receiving Sewage Treatment Plant: BERGEN COUNTY UTILITIES AUTHORITY

NJPDES Permit Number: \_\_\_\_\_

Effluent Receiving Waters: HACKENSACK RIVER

Scope of Project:  
ONE OF 2 EXISTING BUILDING TO BE DEMOLISHED.  
A NEW NURSING FACILITY TO BE CONSTRUCTED.  
EXIST 8"Ø SANITARY JEWEL TO BE USED FOR PROPOSED DEVELOPMENT.

Contributory Flow: For assistance in completing this chart, refer to N.J.A.C. 7:14A - 23.3.

Establishment Type	Number of Measurement Units		Gallons per Day per Unit		Projected Flow (G.P.D.)
SKILLED NURSING FACILITY	180 BEDS	X	75	=	13,500 GAL/DAY
		X		=	
		X		=	
		X		=	

Combined Projected Flow: \_\_\_\_\_ M.G.D.  
 Existing Contributory Flow (if any): \_\_\_\_\_ M.G.D.  
**TOTAL FLOW:** 0.0379 M.G.D.

**WASTEWATER CONVEYANCE SYSTEMS**

**(A) GRAVITY SEWER SYSTEMS**

Diameter (inches)	Total Length (feet)	Material Type	"n" Value	Max. MH Spacing (feet)	Min. Slope (%)	Max. Velocity (ft/sec)	Max. Capacity (M.G.D.)
8"	345	PVC	0.009	210	2%	2.92	0.659

1.	What is the minimum cover (as measured from the top of the pipe to the grade elevation) provided along the entire sewer line?	3.5 ft.		
2.	What is the infiltration and/or exfiltration limit for testing purposes (gallons per inch of pipe per mile per day)?	N/A		
		YES	NO	N/A
3.	Are sewers within 100 feet of a public water supply well or a below-grade reservoir?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.	Are sewers located at least 10 feet horizontally from potable water lines and/or at least 18 inches below potable water lines and in separate trenches, including crossings?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Are sewers crossing streams located within 10 feet of a stream embankment encased in concrete?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	Is a drop pipe provided for sewers entering manholes above the manhole invert wherever the difference in elevation is two feet or more?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.	Are all manholes located more than 100 feet from a public water supply well or a below-grade reservoir?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Are watertight covers used where street elevations are less than 10 feet above the North American Vertical Datum of 1988 and/or where the top of a manhole may be flooded by street runoff or high water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9.	Are the sanitary sewers designed to carry at least twice the estimated average projected flow when flowing half full?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Have adequate provisions been made for the ventilation of manholes?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	If siphons are part of this project, are they in conformance with N.J.A.C. 7:14A - 23.7?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12.	Are the immediate downstream sewer lines constructed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**(B) PUMPING SYSTEM:** Submit a Pump Station Design Report, which should include, at a minimum, the basis for the following: (a) pump selection; (b) sizing of force main and velocity calculations; (c) total dynamic head; (d) pump station performance curve and (e) wet well detention time.

N/A

Average daily flow: _____ GPD	Surface area of wet well: _____ ft <sup>2</sup>
Peaking factor: _____	Wet Well Detention Time: _____ minutes
Peak design flow: _____ GPD	TDH of pump: _____ ft
Number of pumps: _____	
Design capacity of pump station (with the largest pump out of service): _____	GPM

**1 WASTEWATER CONVEYANCE SYSTEMS**

**(B) PUMPING SYSTEM (continued)**

**FORCE MAINS**

N/A

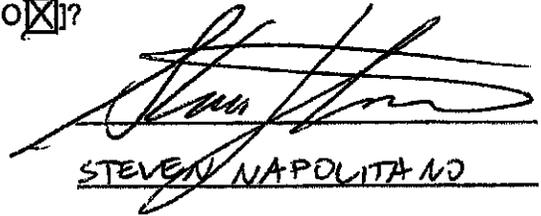
Diameter (inches)	Length (feet)	Material Type	Velocity (ft/sec)

1.	What is the minimum cover (as measured from the top of the pipe to the grade elevation) provided along the entire force main?	ft		
2.	Specify the method of screening at the pumps.			
3.	Where is the ultimate location of the alarm for high water conditions, power failures, and mechanical breakdowns?			
4.	Specify the type of back-up power source provided.			
		YES	NO	N/A
5.	Is adequate light and ventilation provided at the pump station?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Are air and/or vacuum release valves provided on the high points of the force main?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Are adequate freshwater wash-down facilities provided?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	If a domestic water service connection will be utilized for wash-down purposes, is it protected by a backflow prevention device?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Are shut-off valves on suction and discharge piping and check valves on discharge lines provided?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Is the base of the pump station wet well sloped toward the pump suction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Does the alarm system provide for competent assistance on a 24 hour basis?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Is the pump station adequately protected from flooding?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Is the dry well provided with a sump pump?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I am a professional engineer licensed by the New Jersey Board of Professional Engineers and Land Surveyors to practice in New Jersey. I certify that the proposed treatment works, as designed, meets the requirements of N.J.A.C. 7:14A - 23 et seq., other than the exceptions as noted.

I hereby certify that the information provided in this engineer's report and attachments hereto, is true, accurate, and complete. Exceptions attached [YES , NO ]?

Signature of Engineer:



Professional Engineer's Embossed Seal

Name and Date: (Print or Type)

STEVEN NAPOLITANO

Firm Name:

SAS ARCHITECTS & ENGINEERS P.C.

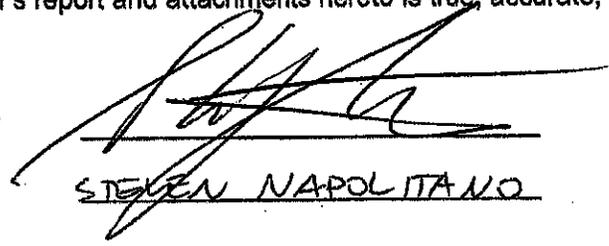
**2 DOMESTIC WASTEWATER TREATMENT AND/OR RESIDUAL FACILITIES**

Is the following information submitted with this engineer's report?		YES	NO
1.	A complete description of the selected wastewater treatment system.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	For the modification of an existing system which has not previously been granted a treatment works approval (TWA), the capacities of the existing units and a brief description of the operation of each, and a statement concerning which units are existing and which are proposed at the time of the application. If there exists a previously issued TWA approval for the subject facility, submit the date of issuance and the TWA number.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Hydraulic profiles of the flow of wastewater through the system.	<input type="checkbox"/>	<input type="checkbox"/>
4.	A unit by unit mass balance for all discharge parameters.	<input type="checkbox"/>	<input type="checkbox"/>
5.	The ultimate disposal location of all effluent.	<input type="checkbox"/>	<input type="checkbox"/>
6.	The basis and computations for average and peak flow requirements.	<input type="checkbox"/>	<input type="checkbox"/>
7.	The expected composition of the influent and effluent from the treatment system including the average, maximum and minimum values of the pollutant parameters specified in the facility's NJPDES permit/DAC.	<input type="checkbox"/>	<input type="checkbox"/>
8.	An evaluation of the quantity and quality of any and all residuals generated and projected to be generated, including a hydraulic profile and unit by unit mass balance for the flow of residuals through the system.	<input type="checkbox"/>	<input type="checkbox"/>
9.	Documentation of adequate storage and handling facilities for residuals.	<input type="checkbox"/>	<input type="checkbox"/>
10.	Provisions for the ultimate management of residuals.	<input type="checkbox"/>	<input type="checkbox"/>
11.	Details of flow monitoring and control, alarm systems, auxillary power, storage facilities for treatment chemicals and wastes, and plans for bypassing units during construction or maintenance.	<input type="checkbox"/>	<input type="checkbox"/>
12.	The basis and computations for the projected wastewater flow.	<input type="checkbox"/>	<input type="checkbox"/>
13.	A fully executed Licensed Operator Grading Form.	<input type="checkbox"/>	<input type="checkbox"/>

I am a professional engineer licensed by the New Jersey Board of Professional Engineers and Land Surveyors to practice in New Jersey. I certify that the proposed treatment works, as designed, are adequate to meet all applicable final NJPDES permit limitations contained in the current NJPDES Discharge Permit No. \_\_\_\_\_, in addition, I certify that the proposed treatment works, as designed, meets the requirements of N.J.A.C. 7:14A - 23 et seq., other than the exceptions as noted.

I hereby certify that the information provided in this engineer's report and attachments hereto is true, accurate, and complete. Exceptions attached [YES , NO ]?

Signature of Engineer\*



Professional Engineer's  
Embossed Seal

Name and Date:  
(Print or Type)

STEVEN NAPOLITANO

Firm Name:

SNS ARCHITECTS & ENGINEERS

\* This certification may not be completed until the effective date of the associated final NJPDES Discharge Permit.

**100 SUMMIT AVENUE  
MONTVALE, NEW JERSEY  
CAPACITY OF EXISTING SANITARY SEWER**

**MANNING'S FORMULA**

8" Dia PVC Pipe

Diameter           0.67 FT  
Slope                0.005 FT/FT  
n =                  0.011

Angle,  $a = 2 \text{ ArcCos}((r-d)/r)$   
Area,  $A = 0.5r^2a - r^2 \text{SIN}(a/2)(r-d)$

FLOW DEPTH (in)	WETTED AREA (SF)	WETTED PERIMETER (FT)	HYDRAULIC RADIUS (FT)	VELOCITY V (FT/S)	FLOW Q (CFS)	(r-d)/r (r = radius)	Angle (Radian)
1.0	0.03	0.48	0.05	1.34	0.03	0.75	1.45
1.5	0.05	0.60	0.08	1.71	0.08	0.63	1.79
2.0	0.07	0.70	0.10	2.03	0.14	0.50	2.09
2.5	0.09	0.79	0.12	2.30	0.21	0.38	2.37
3.0	0.12	0.88	0.14	2.53	0.30	0.25	2.64
3.5	0.15	0.96	0.15	2.73	0.40	0.13	2.89
4.0	0.17	1.05	0.17	2.89	0.51	0.00	3.14
4.5	0.20	1.13	0.18	3.03	0.61	-0.12	3.39
5.0	0.23	1.22	0.19	3.14	0.72	-0.25	3.65
5.5	0.26	1.30	0.20	3.23	0.83	-0.37	3.91
6.0	0.28	1.40	0.20	3.28	0.92	-0.50	4.19
7.0	0.32	1.61	0.20	3.28	1.06	-0.75	4.84
8.0	0.35	2.07	0.17	2.92	1.02	-1.00	6.19

**Proposed 180 bed Facility**

Average sanitary flow                   180 x 75           eq           13500 gpd, or 0.0379 cfs

Capacity of sewer flowing half full                                   0.51 :           0.0379 eq                   13.5 times the average flow   OK



In accordance with Article X Rules and Regulations, any person seeking to connect to the sewer or change the operation of an existing connection must complete this form. This form must be completed in its entirety and faxed to BCUA at (201)-807-8640. For assistance please contact, Nina Soto (201)-807-8677 or the Inspector listed below.

<b>Municipality:</b> Borough of Montvale	<b>Contact:</b> Christopher Gruber	
<b>Street Address:</b> 12 DePiero Dr.	<b>Phone#:</b> 201-391-5732	<b>Date:</b>

I certify that the information provided below is accurate \_\_\_\_\_  
Municipal Signature

1. Applicant Information (Please Print Neatly This is Where Your Approval Letter Will Be Mailed)

<b>Name:</b> GRAY CAPITAL	<b>Contact:</b> JONATHAN RHOADES	
<b>Address:</b> 1608 RT 88, SUITE 301		
<b>City:</b> BRICK	<b>State:</b> NJ	<b>Zip Code:</b> 08724
<b>Phone:</b> 732-965-1961	<b>Fax:</b>	<b>E-mail:</b> jrhoades@thc9co.com

2. Owner Information (If Different From #1) (Please Print Neatly)

<b>Name:</b>	<b>Contact:</b>	
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Phone:</b>	<b>Fax:</b>	<b>E-mail:</b>

3. Project Information (Please Print Neatly)

<b>Address:</b> 100 SUMMIT AVE
<b>City:</b> MONTVALE <b>Zip Code:</b> 07645 <b>Block:</b> 1102 <b>Lot:</b> 3
<b>Project Description:</b> ONE OF 2 EXISTING BUILDINGS TO BE DEMOLISHED. A NEW NURSING FACILITY TO BE CONSTRUCTED. EXIST 8" SANITARY SEWER TO BE USED FOR PROPOSED DEVELOPMENT.

New Build  Knockdown/Rebuild  Renovation  Addition

Residential

Category	Existing Bedrooms	Proposed Bedrooms
One family		
Multi-Family	Existing	Proposed
# of 1 Bedrooms		
# of 2 Bedrooms		
# of 3 Bedrooms		

Commercial

Category	Existing	Proposed
Retail/Office/Sq ft		
Restaurant/Seats		
School/Students		
Warehouse/Employees		
Misc. <b>NURSING FACILITY</b>	119,114	185,964.5

BCUA USE ONLY

Reviewed By: \_\_\_\_\_ BCUA Supervisor: \_\_\_\_\_

Action: \_\_\_\_\_

Inspector: John Mitchell (201)-819-6015

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 28-2023**

**RE: Authorize Hiring / Full Time / Assistant Recreation Director/Floater/Cassidy Strauss**

**WHEREAS**, Cassidy Strauss meets the qualifications for the position of Assistant Recreation Director/Floater and agrees to the terms and conditions of employment, and has previously completed a satisfactory background investigation; and

**NOW THEREFORE, BE IT RESOLEVED**, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, that the above-named individual is hereby appointed to the position of a full-time Construction Clerk, effective January 1, 2023.

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 29-2023**

**RE: Appointment of A Risk Management Consultant In Accordance With The Requirements Set Forth By The Bergen County Municipal Joint Insurance Fund (BCMJIF) For The Borough Commencing January 1, 2023 / Professional Insurance Associates, (P.I.A) A Division of World Insurance Associates, LLC**

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council does hereby appoint **Professional Insurance Associates Inc. (P.I.A.) A Division of World Insurance Associates, LLC** as its Risk Management Consultant in accordance with the Fund's bylaws; and

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute a Risk Management Consultant's Agreement attached and to advertised in the official newspaper in accordance with NJSA 40A:11-5 (1) (a) (i).

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

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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

SOQ

**BOROUGH OF MONTVALE**  
Bergen County, New Jersey  
Page 4

## **PIA PUBLIC ENTITY SERVICE TEAM**

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- PIA's PUBLIC ENTITY SERVICE TEAM IS ATTACHED AS A SEPARATE DOCUMENT WITHIN THE RFQ PACKET

## **COMPENSATION - RMC**

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For the position of **RISK MANAGEMENT CONSULTANT**, as it relates to coverages attained through the Municipality's Membership in the **BERGEN COUNTY MUNICIPAL JOINT INSURANCE FUND**

The Municipality authorizes payment as compensation for services rendered, an amount equal to **six percent (6%)** of the Municipality's Annual Assessment as promulgated by the **BERGEN COUNTY MUNICIPAL JOINT INSURANCE FUND**. Said fees shall be paid to the Consultant within 30 days subsequent to the Fund's prescribed payment schedule of the annual assessment by the Municipality.

### **For all Other Insurance Coverages**

For all other coverages authorized by the Municipality, including but not limited to: Accident & Health, Disability or Statutory Bonds (that are placed outside the Fund), the Consultant shall receive, as full compensation, the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the six percent (6%) fee outlined above.

### **Termination:**

Either party may cancel the Agreement at any time by mailing to the other, written notice calling for termination at any time not less than ninety (90) days thereafter. Fees shall be pro-rated to the date of termination

## **COMPENSATION - HBC**

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For the position of **HEALTH BENEFITS CONSULTANT**, as it relates to Services provided for assisting in the administration and oversight of the Employee Health Benefits Program, providing claims assistance and client advocate services to both Active Employees and Retirees, the Consultant shall receive a **fee of \$14,676 annually, invoiced quarterly** by the Consultant.

### **For all Other Insurance Coverages**

For all other coverages authorized by the Municipality, including but not limited to: Accident & Health, Disability, Group Dental, Group Life, etc. the Consultant shall receive, as full compensation, the normal brokerage commissions paid by the insurance company/carrier.

### **Termination:**

Either party may cancel the Agreement at any time by mailing to the other, written notice calling for termination at any time not less than ninety (90) days thereafter. Fees shall be pro-rated to the date of termination

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 30-2023**

**RE: Award Professional Service Contract / Borough Attorney / Huntington Baily, L.L.P**

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

**WHEREAS**, Huntington Baily, L.L.P., 373 Kinderkamack Road, Westwood, NJ 07675 were appointed at the Re-organization Meeting of the Governing Body on January 1, 2023; and

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

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

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

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

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

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

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
THE BOROUGH OF MONTVALE**

**January 1, 2023 through December 31, 2023**

**WITNESSETH:**

**WHEREAS**, the Borough of Montvale is a duly constituted municipal corporation having its offices at 100 Church Street, Montvale, New Jersey; and

**WHEREAS**, N.J.S.A. 40A:11-5(1)(a)(i) empowers the governing body and its autonomous agencies to award contracts for professional services without competitive bidding; and

**WHEREAS**, the undersigned professional possesses the requisite education, skills and experience to fulfill a need within the Borough of Montvale.

**NOW, THEREFORE**, it is agreed as follows:

1. Contract. A Contract entitled "Borough Attorney" has been awarded to David S. Lafferty, Esq. and Huntington Bailey, L.L.P.

2. Term. The term of this Contract shall commence on January 1, 2023, and shall run through December 31, 2023.

3. Affirmative Action. P.L. 1975, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE, GOODS, SERVICES AND PROFESSIONAL SERVICES CONTRACTS.

During the performance of this Contract, the Contractor agrees as follows:

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

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

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

The Contractor or Subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Contractor or Subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

The Contractor and its Subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

4. Insurance. The Professional shall provide proof of insurance in form and amount satisfactory to the Borough but which shall, in any case, meet the following minimum requirements.

(a) General Liability: \$1,000,000; certificate naming the Borough of Montvale required.

(b) Worker's Compensation: Statutory requirements to be met; certificate required.

(c) Auto Liability: Minimum limits of \$250,000 per person and \$500,000 per occurrence; certificate required; must include non-owned auto.

(d) Professional Errors and Omissions: Minimum limits of \$1,000,000; certificate naming the Borough of Montvale required.

5. Independent Contractor Status. The professional at all times shall be an independent contractor, and employees of the professional shall in no event be considered employees of the Borough. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this agreement or performance thereunder.

6. Conflicts of Interest, Duty to Decline Conflicting Engagements. The undersigned professional shall comply with the Local Government Ethics Law. In addition, the professional agrees that neither professional nor any member of professional's firm shall accept any employment which would constitute an unlawful or unethical conflict of interest between professional services for the Borough and such proposed employment. In particular, professional agrees that during the term of this agreement he/she shall not represent any person in any dealings with the Borough of Montvale or any of the various Boards, Agencies and Authorities operating therein.

7. Services. During the term of this agreement the professional shall provide the legal services necessary for The Borough of Montvale as Borough Attorney and as requested by the Governing Body from time to time.

8. Law Governing. This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and any dispute shall be venued in the Bergen County Superior Court.

9. Binding on Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. Modification. No modification of this agreement shall be valid or binding unless the modification shall be in writing and executed by the Borough and the professional.

11. No Waiver. No waiver of any term, provision or condition contained in this agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this agreement by either

party.

12. Partial Invalidity. If any term, provision or condition contained in this agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those as to which this agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the professional to the Borough.

13. No Assignments. Neither party shall assign its rights or obligations, including any assignment by operation of law, without obtaining the prior written consent of the other.

14. Prohibitions on Certain Contributions, Political Contribution Disclosure. This Contract has been awarded to David S. Lafferty, Esq. based on the merits and abilities of David Lafferty to provide the goods or services as described herein. This Contract was not awarded through a so-called "Fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.* As such, the undersigned does hereby attest that Russell R. Huntington, Esq., its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Contract that would, pursuant to P.L. 2004, c. 19, affect its eligibility to perform this Contract, nor will it make a reportable contribution during the term of the Contract to any political party committee in the Borough of Montvale if a member of that political party is serving in an elective public office of the Borough of Montvale when the Contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Montvale when the Contract is awarded. In addition, Contractor shall execute and file a Business Entity Disclosure Statement as required by N.J.S.A. 19:44A-1 *et seq.*

15. Compensation. See attached Schedule "A."

Compensation for work not included in the annual retainer shall be based upon detailed reports of the activities of the Legal Service Facility at the rate of \$155.00 per hour of professional time in minimum increments of one-tenth (.1) of an hour and, where appropriate, a reasonable charge for extraordinary utilization of secretarial or paralegal time, but only if approved in advance by the Borough Administrator or the Borough Council.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

**IN WITNESS WHEREOF**, this Agreement has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, for the purposes and the term specified herein.

WITNESS/ATTEST:

BOROUGH OF MONTVALE

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

\_\_\_\_\_  
By: Michael Ghassali, Mayor

WITNESS/ATTEST:

HUNTINGTON BAILEY, L.L.P.

\_\_\_\_\_  
By: David S. Lafferty, Esq.

**SCHEDULE "A"**  
**2023 PROFESSIONAL SERVICE CONTRACTS**  
**INFORMATIONAL DATA**  
**SUMMARY SHEET**

Legal Name of Appointee	David S. Lafferty, Esq. Huntington Bailey, L.L.P.
If Appointee is a corporation, name of person assigned to the account	David S. Lafferty, Esq.
Company address, telephone number, fax number and, if possible, emergency contact number	373 Kinderkamack Road Montvale, New Jersey 07675 Office: (201) 666-8282 Fax: (201) 666-9625 Home: (201) 391-6476
Nature of entity, corporation, L.L.C., etc.	Limited Liability Partnership
Appointee's taxpayer I.D. number	Huntington Bailey Tax ID #20-0519142
Name of office or position held (or to be held)	Borough Attorney
Basis of compensation/alternatives, i.e., annual retainer, hourly fee per services rendered, flat fee per meeting, combination of the above, other (describe)	Annual retainer to be billed quarterly, covering meeting attendance and usual and customary activities relating thereto; other activities are covered by hourly fee for services rendered in minimum increments of one-tenth (.1) per hour
Briefly describe the duties and services covered by the annual retainer	Attendance at regularly scheduled meetings of the Mayor and Council; all communication, including but not limited to emails and phone calls, with members of the governing body, Borough Clerk,

	Administrator, and all other Borough officials and employees; review of Borough Code provisions; review of bids (but not preparation of bid documents); preparation of routine resolutions and review of resolutions and ordinances prepared by others
Describe duties for which a separate hourly charge would be incurred	All tasks not covered by the annual retainer, Administrative proceedings; litigation, drafting complex ordinances, resolutions, contracts and agreements, in-depth legal research, etc.
List proposed annual retainer	\$40,000.00
List proposed hourly rate	\$155.00/hour in minimum increments of .1; hourly fees pertain to all attorneys in firm; \$125.00/hour for paralegal activities for separate projects not covered by retainer.

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 31-2023**

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

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

**WHEREAS**, Lerch, Vinci & Higgins, LLP, 17-17 Route 208, Fair Lawn, NJ 07410 were appointed at the Re-organization Meeting of the Governing Body on January 1, 2023; and

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

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

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

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

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

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

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

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

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

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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

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

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

Our fee for the above described services rendered on behalf of the Borough of Montvale is based on our experience in prior years' audits of the Borough. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Additionally, the Borough will be billed for any out-of-pocket costs charged by the financial institutions relating to the direct confirmation of the Borough's bank balances in accordance with generally accepted auditing standards. Our invoices for this fee will be rendered each month as work progresses and are payable upon presentation. Our fee for the fiscal year ended December 31, 2023 will be as follows:

	<u>2023 Proposed Fee</u>
Annual Audit	\$44,000
LOSAP Review	\$ 2,400
Preparation of Supplemental Debt Statement And Capital Budget Amendment	\$ 500 each

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

- Preparation of the Unaudited Annual Financial Statement for the year ended December 31, 2023
- Preparation of the Annual Debt Statement for the year ended December 31, 2023

Also, should the Borough request accounting support services in connection with the sale of bonds or notes, our fee for these services in connection with assistance in the preparation of an official statement will be billed on a flat fee basis. Our requested fee for Bond Sales is \$19,000 and Bond Anticipation Note sales is \$7,500, plus out-of-pocket expenses. In addition, our fees for preparing Secondary Market Disclosure documents is \$1,500.

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

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

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

An additional fee may be charged in accordance with our hourly rates with respect to the audit of Federal grant monies received under the American Rescue Plan Act. These costs are reimbursable under the grant program.

Our standard billing rates for 2023 are as follows:

Partners	\$160- \$190 per hour
Managers	\$135- \$150 per hour
Senior Accountants/Supervisors	\$100 - \$125 per hour
Staff Accountants	\$ 80 - \$ 95 per hour
Other Personnel	\$ 50 per hour

*Government Auditing Standards* requires that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our September 30, 2021 peer review report accompanies this letter.

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

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 32-2023**

**RE: Award Professional Service Contract / Engineering Services / Colliers Engineering & Design, Inc. Andrew R. Hipolit, P.E., PP., C.M.E.**

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

**WHEREAS**, Colliers Engineering & Design, Inc. 400 Valley Road, Suite 304, Mount Arlington, NJ 07856 were appointed at the Re-organization Meeting of the Governing Body on January 1, 2023; and

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

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

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

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

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

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

1. The Mayor and Municipal Clerk of the Borough of Montvale are hereby authorized and directed to execute the attached Contract with Colliers Engineering & Design, Inc.

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

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

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

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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



Engineering & Design

**Borough of Montvale, Bergen County, NJ**  
**Rates are effective January 1, 2023 through December 31, 2023**

**Technical Staff Rates**

Billing Titles	Hourly Rates
Technical Director	185.00
Project Manager	185.00
Senior Project Specialist	175.00
Project Specialist	170.00
Technical Professional	165.00
Technical Specialist	160.00
Specialist	155.00
Senior Data Technician	150.00
Senior Technical Assistant	145.00
Technical Assistant	135.00
Data/Field Technician	125.00
Survey Crew - 1 Man w/Robotic Equipment	175.00
Additional Survey Crew Member	45.00
SUE Crew (designating) - 1 Man	125.00
Additional (designating) Member	45.00
SUE Crew (locating) - 2 Man	185.00
Additional (locating) Member	45.00
Expert Witness	355.00
Sr. LSRP (NJ Only)	250.00
LSRP (NJ Only)	225.00

**Reimbursable Expenses**

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.25 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.00 / Each
Document Binding	4.00 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	85.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.625 / Per Mile
	Field Vehicle 0.70 / Per Mile

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

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 33-2023**

**RE: Award Professional Service Contract / Borough Planner / Colliers Engineering & Design, Inc.  
Darlene Green, P.P., AICP**

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

**WHEREAS**, Colliers Engineering & Design, Inc. was appointed at the Re-Organization Meeting of the Governing Body on January 1, 2023; and

**WHEREAS**, it is the desire of the Mayor and Borough Council to appoint Darlene Green, P.P., AICP, Associate, Senior Project Planner of Colliers Engineering & Design, Inc., Shelbourne at Hunterdon, 53 Frontage Road, Suite 110, Hampton, NJ 08827 for planning services for the Borough; and

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

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

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

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

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

1. The Mayor and Municipal Clerk of the Borough of Montvale are hereby authorized and directed to execute the attached Contract with Colliers Engineering & Design, Inc.

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

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

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

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

**Adopted: January 10, 2023**

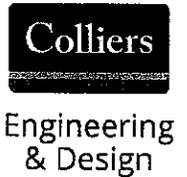
ATTEST:

APPROVED:

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

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

Shelbourne at Hunterdon  
53 Frontage Road, Suite 110  
Hampton, New Jersey 08827  
Main: 877 627 3772



November 22, 2022

Maureen Iarossi-Alwan  
Administrator/Municipal Clerk  
Borough of Montvale  
12 DePiero Drive, 2nd Floor  
Montvale, NJ 07645

2023 Professional Service Fees  
Borough Planner  
Colliers Engineering & Design Project No. MPP-001

Dear Ms. Iarossi-Alwan,

As requested in your November 7, 2022 correspondence, attached please Colliers Engineering & Design's rate schedule for 2023 professional planning service fees. The hourly rate for my services as Project Manager will be \$185.00.

Please contact me if you have any questions or require additional information. I look forward to working with you and the Borough of Montvale in the coming year.

Sincerely,

Colliers Engineering & Design, Inc.

A handwritten signature in cursive script that reads "Darlene A. Green".

Darlene A. Green, PP, AICP  
Borough Planner

R:\Projects\W-P\MPP\MPP001\Correspondence\OUT\221122dag\_iarossi-alwan\_2023 rates.docx



Engineering & Design

**Borough of Montvale, Bergen County, NJ**  
**Rates are effective January 1, 2023 through December 31, 2023**

**Technical Staff Rates**

Billing Titles	Hourly Rates
Technical Director	185.00
Project Manager	185.00
Senior Project Specialist	175.00
Project Specialist	170.00
Technical Professional	165.00
Technical Specialist	160.00
Specialist	155.00
Senior Data Technician	150.00
Senior Technical Assistant	145.00
Technical Assistant	135.00
Data/Field Technician	125.00
Survey Crew - 1 Man w/Robotic Equipment	175.00
Additional Survey Crew Member	45.00
SUE Crew (designating) - 1 Man	125.00
Additional (designating) Member	45.00
SUE Crew (locating) - 2 Man	185.00
Additional (locating) Member	45.00
Expert Witness	355.00
Sr. LSRP (NJ Only)	250.00
LSRP (NJ Only)	225.00

**Reimbursable Expenses**

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.25 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.00 / Each
Document Binding	4.00 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	85.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.625 / Per Mile
	Field Vehicle 0.70 / Per Mile

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

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 34-2023**

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

**WHEREAS**, the Borough of Montvale requires professional computer services and an extended service agreement for the computers and peripherals for the period January 1, 2023 through December 31, 2023; and

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

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

That a contract for professional computer services for an Service Agreement for Computers and Peripherals proposal which is attached and made part of this resolution be awarded to Tri-State Technical Computer Services, Inc., of 442 Lafayette Avenue, Hawthorne, New Jersey 07506 in the amount of \$9,485.00 for the period January 1, 2023 through December 31, 2023 for the service contract, and \$80.00 for labor rate as described in the Service Agreement;

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

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

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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

**TRI-  
STATE**

**TECHNICAL COMPUTER SERVICES INC.**

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

November 11, 2022

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

Dear Ms. Iarossi-Alwan,

Our labor rate for the year 2023 will remain \$80.00 per hour and the service contract will increase to \$9485.00.

If you have any questions, please call.

Sincerely,



Dino George  
Vice-President

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 35-2023**

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

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

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

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

**WHEREAS**, it is the intention of the Mayor and Council to provide funds in the year 2023 Budget for this contract, Other Expense Portion of the Animal Control Services Budget; and

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that the contract for Animal Control Services for 2023 be and is hereby awarded to Tyco Animal Control Service, 1 Stout Lane, Ho-Ho-Kus, NJ 07423 pursuant to the terms and conditions and rates as outlined in the attached contract effective January 1, 2023, copy of which is attached to this resolution for the base amount of \$11,040.00 annually payable monthly with additional costs charged per the rates as outlined in the attached proposal.

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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

# TYCO MUNICIPAL ANIMAL CONTROL LLC

Dependable Professional Animal Control,  
We are always there when you need us!

*1 Stouts Lane  
Ho-Ho-Kus NJ 07423  
Phone 201-652-4554*

November 2022

Borough Clerk,

I would ask that you disperse and share this information with your Mayor & Council, Committee Members, Administrators and Account Payable Departments.

Tyco Animal Control Services was established by me in 1998, at that time when I started the company I established it as Carol Tyler D.B.A. Tyco Animal Control Services, this name has served us well for many years. As I look towards the day that I can retire and find some leisure time it seems time to change the company name. **The name is the only thing that will change!** As most of you know Kimberly Nangle, has served at Tyco since she became certified in 1998. What some of you may not know is Kimberly is my oldest Daughter, in a few years when I finally retire, she will continue to run the Company in the professional manner that you are all used to. The new operational name will be Tyco Municipal Animal Control Services LLC. As I said before your municipality will experience the same level of service you have always had from our company. I will not be stepping down for some time but I did want to transition the company name a couple of years ahead of my retirement. All contact information, mailing address, Phone numbers, and pager numbers will remain the same.

The 2023 contracts will reflect this new name, a W-9 with the appropriate information will be attached to the first bill of the new year for you Accounts Payable Departments.

If you have any questions or concerns, please feel free to call me anytime at 201-970-5572

Respectfully submitted,

*Carol Tyler*

# **TYCO MUNICIPAL ANIMAL CONTROL LLC**

*Dependable Professional Animal Control.*

*We are always there when you need us!*

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

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

Contact: Carol A. Tyler  
Licensed Animal Control Officer

Tracy Cohen-Grady, DVM  
Consultant

This is a contract between the Borough of Montvale and Tyco Animal Control for animal control services for the sum of \$11,040.00 per annum to be paid monthly, effective January 1, 2023. This price will remain in effect through December 31, 2023.

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

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

-End-

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 36-2023**

**RE: Mutual Aid Plan & Rapid Deployment Force Interlocal Service Agreement**

**WHEREAS**, the police departments in Bergen County have a day-to-day responsibility to provide for the security of lives and property, for the maintenance and preservation of the public peace and order; and

**WHEREAS**, Law Enforcement Officials also have a responsibility to provide for preparedness against natural emergencies, such as floods, hurricanes, earthquakes, major storms, etc., manmade causes, civil unrest, and civil disobedience such as riots, strikes, jail or prison riots, train wrecks, aircraft crashes, major fires, ethnic disorders, riots, terrorist incidents and bombings, state and national emergencies; and

**WHEREAS**, the Bergen County Police Chiefs Association has proposed a Mutual Aid Plan and Rapid Deployment Force to deal with these emergencies; and,

**WHEREAS**, this Plan is adopted in accordance with the provisions of N.J.S.A. 40A:14-156, N.J.S.A. 40A:14-156.1, N.J.S.A.40A:14-156.4 AND N.J.S.A. App A:9-40.6; and

**WHEREAS**, this Plan will provide a uniform procedure for the coordination of the requesting, dispatching, and utilization of law enforcement personnel and equipment whenever a local law enforcement agency requires mutual aid assistance from any other jurisdiction, both contiguous and non-contiguous, in the event of an emergency, riot or disorder, in order to protect life and property; and

**WHEREAS**, it is the desire of the Mayor and Council of the Borough of Montvale to participate in a Mutual Aid Plan and Rapid Deployment Force in accordance with the plan submitted by the Bergen County Police Chiefs Association.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Montvale that the Police Department of the Borough of Montvale, under the direction of the Chief of Police, cooperate with the Bergen County Police Chiefs Association to create an Interlocal Services Agreement with all municipalities in the County of Bergen in order to put into place the Mutual Aid Plan and Rapid Deployment Force; a

**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to the County Executive, the Board of County Commissioners, the County Prosecutor, the County Chief of Police, and all Bergen County Municipalities.

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 37-2023**

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

**WHEREAS**, the Borough of Montvale is desirous of continuing the services of a professional company for the graphic design of the Borough newsletter to better service the Borough’s residents and visitors of the Borough; and

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

**WHEREAS**, the Borough has received a proposal for the year 2022 to provide such services from John Flanagan of Flanagan Productions, LLC, said proposal is attached to the original of this resolution; and

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

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

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

**BE IT FURTHER RESOLVED** that the pricing for this contract shall be as set forth in the Flanagan Productions proposal but shall not exceed \$1,425.00 without further authorization of the Borough Council, and shall be for a term of one (1) year.

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

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

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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

# ESTIMATE

Flanagan Productions, LLC  
PO Box 1021  
Secaucus, New Jersey 07096  
United States

551-655-0888

## BILL TO

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

201-391-5700  
amccain@montvaleboro.org

**Estimate Number:** 2022-30

**Estimate Date:** November 10, 2022

**Expires On:** January 9, 2023

**Grand Total (USD):** \$1,425.00

Items	Quantity	Price	Amount
<b>Basic Newsletter</b> Flat rate design services based on a single-column newsletter up to 15 pages in total length. The client must provide all content and images. The rate is based on 75 minutes per newsletter at an hourly rate of \$95. Billed annually in the first month.	12	\$118.75	\$1,425.00
		<b>Total:</b>	\$1,425.00
		<b>Grand Total (USD):</b>	\$1,425.00

## Notes / Terms

Flanagan Productions, LLC will provide a basic newsletter layout and coordinate distribution via Mailchimp, social media, and website.

Articles must be received by the 20th of the month for distribution by the 1st. If the 1st is a weekend or holiday, distribution will take place by the end of the day the following business day.

Flanagan Productions, LLC does not provide content editing or writing services. The client is responsible for providing all content and ensuring the copyright restrictions are not violated.

Pricing assumes continued use of the existing template and single-column design. Clerical hourly rates of \$95/hr apply for template redesigns. Certain templates may require additional hourly billing or upgrade to advanced newsletter.

The client must supply articles, photos, and other materials in the order in which it should appear in the newsletter and in "ready to print" format. Includes one round of revisions. Additional revisions at a clerical hourly rate of \$95/hr.

Flanagan Productions, LLC assumes no liability for copyright, content, releases forms, etc.

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 38-2023**

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

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

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

**WHEREAS**, the Borough has received a proposal for the year 2023 to provide such services from Spatial Data Logic, Inc., said proposal is attached to the original of this resolution; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Montvale that a contract is hereby awarded to Spatial Data Logic Inc. for website design, managing, hosting and support, and related services, for the prices and on the terms set forth in the Proposal submitted by Spatial Data Logic, Inc. ; and **BE IT FURTHER RESOLVED** that the pricing for this contract shall be as set forth in the Spatial Data Logic, Inc. proposal but shall not exceed \$21,140.00 without further authorization of the Borough Council, and shall be for a term of one (1) year.

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

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

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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

# PRICING INFORMATION

## INITIAL COST

Proposed Service Level	Complete Management
<b>One Time Set-Up Fees</b> N/A	\$0
<b>Ongoing Services &amp; Annual Fees</b> Complete webmaster services - Montvale.org Complete webmaster services - MontvaleRecreation.org Social Media Management Social Media Archiving - Recreation Social Media Archiving - Montvale Police Form Management - Recreation	14,600 \$1,400 \$3,400 \$530 \$530 \$680
<b>Additional Options</b>	
<b>Total First Year Cost</b>	<b>\$21,140</b>

**Pricing Notes:**

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 39-2023**

**RE: A Resolution Awarding a Professional Services Contract to Surenian, Edwards & Nolan, LLC to Serve as Special Counsel in Connection with the Borough's Affordable Housing**

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

**WHEREAS**, the Borough has received a proposal from. Surenian, Edwards & Nolan, LLC, 311 Broadway, Suite A, Point Pleasant Beach, NJ 08742, to perform all services necessary and appropriate in connection with same; and

**WHEREAS** Surenian, Edwards & Nolan proposal sets forth the following rates:

- (a) \$200.00 per hour for all time spent by Jeffrey R. Surenian;
- (b) \$190.00 per hour for all time spent by Michael J. Edwards
- (b) \$185.00 per hour for all time spent by other attorney's
- (e) \$90.00 per hour for all paralegal work; and

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

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

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

**WHEREAS**, because this contract has been awarded under the "alternative process," Mr. Surenian has completed and submitted a Business Entity Disclosure Certification which certifies that neither he nor his firm has made any reportable contributions (\$300 or more) to a political or candidate committee in the Borough of Montvale with the elected officials in the previous one year, and that the contract will prohibit said persons and entities from making any reportable contributions (\$300 or more) through the term of the contract; and

**WHEREAS**, the Governing Body is desirous of awarding a contract to Jeffrey R. Surenian and Associates, LLC, in an amount not to exceed \$15,000.00 without further authorization of the Governing Body, at the hourly rates set forth above; and

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

**NOW, THEREFORE, BE IT RESOLVED** that a contract is hereby awarded to L Surenian, Edwards & Nolan LC to serve as Special Counsel in connection with the Borough's Affordable Housing Litigation, pursuant to the terms and conditions set forth herein.

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

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

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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

# **CONTRACT FOR PROFESSIONAL SERVICES**

---

This Agreement is made this \_\_\_\_\_ day of January 2023, by and between:

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

Hereinafter referred to as the “**BOROUGH**”

And: **SURENIAN, EDWARDS & NOLAN LLC**  
311 Broadway, Suite A  
Point Pleasant Beach, NJ 08742

Hereinafter referred to as “**Special Counsel**”, “**Contractor**” or “**Firm**”

## **WITNESSETH:**

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

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

- (a) \$200.00 per hour for Jeffrey R. Surenian, Esq.
- (b) \$190.00 per hour for Michael J. Edwards, Esq.;
- (c) \$185.00 per hour for Erik C. Nolan, Esq. Nancy L. Holm, Esq., Christine M. Faustini, Esq., or William E. Olson, Esq.
- (d) \$90.00 per hour for all paralegal work;
- (e) For any new hires, the Firm will communicate with the municipality prior to the commencement of any work.

3. The Borough shall pay all disbursements incurred by the Firm, at the Firm’s normal rate, such as, but not limited to, photocopying and printing charges (at \$0.25 per page); facsimile charges (at \$1.00 per page); telephone charges; travel expenses (at standard IRS rate, plus tolls);

video conferencing charges; scanning charges (at \$0.25 per page); messenger fees; filing fees; recording fees, etc.

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

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

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

7. Attached hereto and incorporated herein are:

**Exhibit 1**

1. Mandatory Affirmative Action Compliance Notice N.J.S.A. 10:5-31 and N.J.A.C. 17:27;
2. Appendix A Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability; and Mandatory Equal Employment Opportunity Language N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, C. 127) N.J.A.C. 17-27;
3. State of New Jersey Business Registration
4. Certificate; Certificate of Employee Information Report;
5. Workers Compensation and Employers Liability Policy; and Business Entity Disclosure Certification;

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

9. The terms of this Agreement shall be in effect from January 1, 2023 to December 31, 2023.

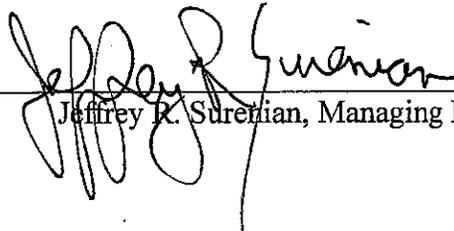
**BOROUGH OF MONTVALE**

ATTEST:

\_\_\_\_\_

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

**SURENIAN, EDWARDS & NOLAN LLC**

By   
Jeffrey R. Surenian, Managing Member

  
Witness:

Date: 10/26/2022

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 40-2023**

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

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

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

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

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

**WHEREAS**, the compensation of the municipal prosecutor shall be \$33,000 per year; and

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

**WHEREAS**, the term of this contracts shall commence as of the date of this resolution, and shall continue for the remainder of the calendar year 2023; and

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

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

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

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

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 41-2023**

**RE: Award Professional Service Contract/Public Defender/Alternate Public Defender/Pascack Joint Municipal Court to Aronsohn, Weiner, Salerno & Kaufman**

**WHEREAS**, the Pascack Joint Municipal Court has a need to contract for the services of various professionals to serve as the municipal public defender or alternate public defender, pursuant to N.J.S.A. 2B:24-1, et seq.; and  
**WHEREAS**, the Pascack Municipal Court Committee agreed to acquire Public Defender Services through the alternate process pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5; and,  
**WHEREAS**, there are occasions when the appointed municipal public defender may have a conflict of interest, thus creating a need for an alternate public defender; and  
**WHEREAS**, it is the desire of the Pascack Joint Municipal Court to appoint the following individuals to the positions set forth below:

Public Defender: Gerald R. Salerno, Esq.  
 Alternate Public Defender: Salvadore Sciafani, Esq.

**WHEREAS**, the salary of the Public Defender shall be \$12,000; and

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

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

**WHEREAS**, the term of these contracts shall commence on January 1, 2023, and shall continue for the remainder of the calendar year 2023; and

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

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

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

1. These Contracts are awarded without competitive bidding as "Professional Services" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, because the services are to be performed by a person authorized by law to practice a recognized profession.
2. A Notice of this action shall be printed once in the official newspaper of the Borough.

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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

# ARONSOHN WEINER SALERNO & KAUFMAN

A Professional Corporation  
COUNSELLORS AT LAW  
21 MAIN STREET – SUITE 100  
COURT PLAZA SOUTH- EAST WING  
HACKENSACK, NEW JERSEY 07601

RICHARD H. WEINER  
GERALD R. SALERNO  
BARRY L. KAUFMAN

PATRICK W. HARRINGTON\*  
CRAIG L. LEVINSOHN  
PATRICIA A. FERRARO  
STEVEN R. VANDERLINDEN  
JONATHAN L. GONZALEZ  
\*Member NY Bar

\_\_\_\_\_  
RICHARD F. ARONSOHN  
(1938-1996)

Telephone: (201) 487-4747  
Facsimile: (201) 487-7601  
[www.aronsohnweinersalerno.com](http://www.aronsohnweinersalerno.com)  
[email@aronsohnweiner.com](mailto:email@aronsohnweiner.com)

## OF COUNSEL

GARY NEWMAN  
MEMBER N.J., N.Y & FLA. BARS  
JoANNE JULIANO GIGER  
MEMBER N.J., N.Y. & IL. BARS

November 15, 2022

Borough of Montvale  
12 Mercedes Drive, 2<sup>nd</sup> Floor  
Montvale, New Jersey 07645

Attention: Maureen Iarossi-Alwan  
Administrator/Municipal Clerk

Re: Public Defender – Pascack Joint Municipal Court  
Professional Services Fees-2023

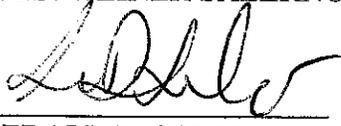
Dear Ms. Iarossi-Alwan:

I am pleased to submit my fee proposal for my 33<sup>rd</sup> year of service to the Borough of Montvale. Please consider my request for an annual salary of \$12,000.00 for professional service fees in my capacity as Public Defender. Thank you for your consideration.

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

Very truly yours,

ARONSOHN WEINER SALERNO & KAUFMAN

By:   
GERALD R. SALERNO

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 42-2023**

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

**WHEREAS**, the Board of Health of the Borough of Montvale has received and reviewed the proposal from Hackensack Meridian Health, Hackensack University Medical Center (HARP) on Monday, December 5, 2022 at their regular meeting; and

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

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

**WHEREAS**, it is the intention of the Mayor and Council to provide funds in the year 2023 Budget for this contract for public health services, administrative services, health education, public health nursing and other related services as outlined in the attached contract; and

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that the contract for Health Services for 2023 be and is hereby awarded to Hackensack Meridian Health, Hackensack University Medical, Center, Hackensack, NJ 07601 pursuant to the terms and conditions as outlined in the attached contract effective January 1, 2023, copy of which is attached to this resolution in the amount of \$2,422.50 quarterly payment as outlined in the attached proposal.

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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

6

**THIS IS A CONTRACT**

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

hereinafter referred to as **AGENCY**

And **BOROUGH OF MONTVALE BOARD OF HEALTH**

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

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

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

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

A. Public health services shall:

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

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

Article III

TERM OF CONTRACT

- A. This Agreement shall be effective January 1, 2023 and shall be reviewed annually. Specific points to be considered will include:
  1. Review of hours, fees, costs and charges
  2. Review of both parties' compliance with all aspects of the contract.

Article IV

SPECIALIZED REGIONAL EXPERTISE AND CAPACITY

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

Article V

EMERGENCY RESPONSE CAPACITY

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

- B. Each local health agency shall work with their Municipal and County Office of Emergency Management to ensure the coordination and integration of public health and emergency management planning and response activities.

Article VI

HEALTH PROMOTION

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

Article VII

QUALIFICATIONS OF THE DIRECTOR OF HEALTH EDUCATION

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

Article VIII

DUTIES OF THE DIRECTOR OF HEALTH EDUCATION

- A. 8:52-6.2 The services of the health education director to assure that health education and health promotion services provide the core public health functions and delivery of the ten essential health services. N.J.A.C. 8:52-3.2 (a) 1-10.

- B. Directs the assessment, planning and implementation of health education programming and recommends, plans revisions or additions to health education programs as required by emerging health trends and community needs.
- C. Evaluates effectiveness of health education programs, assesses achievement of objectives and interprets results of program evaluations.

Article IX

QUALIFICATIONS OF THE HEALTH EDUCATOR

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

Article X

DUTIES OF THE HEALTH EDUCATOR

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

6. Staff consultation and training in the application of health education techniques.
7. Evaluation and report of success in achieving predetermined health education objectives.

Article XI

SPECIFIC RESPONSIBILITIES OF THE HEALTH DEPARTMENT

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

Article XII

PUBLIC HEALTH NURSING SERVICES

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

Article XIII

QUALIFICATIONS OF DIRECTOR OF PUBLIC HEALTH NURSING

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

Article XIV

QUALIFICATIONS OF PUBLIC HEALTH NURSE SUPERVISOR

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

Article XV

DUTIES OF PUBLIC HEALTH NURSE DIRECTOR/SUPERVISOR

- A. 8:52-2.3 - The services of a public health nurse director or supervisor to assess, plan, implement and evaluate public health nursing services in accordance with community health needs;
- B. Up to date written objectives, policies and procedures developed in cooperation with the health officer, for each activity in which there is nursing participation which relate to the overall goals of the local health agency;
- C. Orientation inservice and continuing education programs for nursing staff;
- D. Integration, in conjunction with the health educator, of the relevant components of the health promotion program into all activities involving public health nursing services.
- E. Monitor documentation of individual and other service records in accordance with professional standards.
- F. Orientation and inservices for professional nursing staff.

Article XVI

QUALIFICATIONS OF PUBLIC HEALTH NURSING

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

Article XVII

DUTIES OF A PUBLIC HEALTH NURSE

- A. Each local health agency shall ensure that public health nursing practice provides the core public health functions and the delivery of the "10 essential public health services" as set forth at N.J.A.C. 8:52-3.2(a) 1 through 10. These services shall be developed and overseen by a public health nurse.
- B. COMMUNICABLE DISEASE
  - 1. The local board of health shall conduct a program for the surveillance, investigation and control of reportable disease and shall:
    - a. Document episodes of reportable disease including occupational diseases and/or incidents and transmit the

information of the State and other agencies as required by Chapter Two, Reportable Diseases (N.J.A.C. 8:57-1) of the State Sanitary Code and N.J.S.A. 26:4;

- b. Collaborate with supervisor, health officer, and local board of health designee to disseminate and exchange information relative to outbreaks of disease with physicians, hospitals, boards of education, and other responsible health agencies as appropriate; and,
  - c. Analyze reported data to provide a basis upon which to plan and evaluate an effective program for the prevention and control of infectious diseases.
2. Assist all schools/childcare centers to implement and enforce the immunization requirements of Chapter 14, of the State Sanitary Code, by conducting periodic surveys and record audits.

C. **ADULT/OLDER ADULT CHRONIC DISEASE HEALTH SCREENING SERVICES**

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

- b. Provide for an annual flu immunization program.
- c. To maintain confidential individual client records and other records as required by the Municipality.

Article XVIII

SERVICE LIMITATIONS

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

Article XIX

AGENCY RESPONSIBILITIES

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

Article XX

PAYMENT FOR SERVICE

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

Article XXI

TERMS OF AGREEMENT AND TERMINATION

- A. This Agreement shall be effective January 1, 2023 and shall be reviewed biennially during the month of November.
- B. This contract shall be deemed to be renewed following the biennial review upon agreement between both parties regarding the conditions. An

Addendum attesting to this agreement shall be signed by both parties biennially and attached to this contract.

- C. This Agreement may be terminated in part of the whole on written notice by either party of its intentions to do so, at least 60 days in advance of the desired date of termination.

Article XXI

TERMS OF AGREEMENT AND TERMINATION – Cont’d.

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

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

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

ATTEST

By: Janet Russo  
Date: 12-5-2022

**BOROUGH OF MONTVALE**

By: Joyce Cohen  
Title: President, Montvale BOH  
Date: November 5, 2022

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

ATTEST

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

By: \_\_\_\_\_  
Title: Executive Vice President, Population Health, and  
Regional President, Northern Market  
Date: \_\_\_\_\_

**ADDENDUM TO BE ATTACHED TO AGREEMENT**  
January 1, 2023 through December 31, 2023

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

And **BOROUGH OF MONTVALE**

Topic of this Addendum Charge For Services for January 1, 2023 through December 31, 2023

Health Education (\$51.00 X 45 hours)	\$2,295.00
Health Education Director (\$55.00 x 15 hours)	825.00
Public Health Nursing (\$52.50 X 100 hours)	5,250.00
Public Health Nursing Supervision (\$55.00 X 24 hours)	<u>1,320.00</u>
	\$9,690.00

**PAYMENT FOR SERVICE**

Payment to the Health Awareness Regional Program of Hackensack University Medical Center in the amount of **\$2422.50** each quarter.

ATTEST

By: Janet Russo  
Date: 12-5-2022

**BOROUGH OF MONTVALE**

By: Joyce Cohen  
Title: President, Montvale BOH  
Date: December 5, 2022

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

ATTEST

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

By: \_\_\_\_\_  
Title: Executive Vice President, Population Health, and  
Regional President, Northern Market  
Date: \_\_\_\_\_

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 43-2023**

**RE: A Resolution To Appoint A Health Benefits Consultant Relative To The Borough's Membership In The Bergen Municipal Employee Benefits Fund (BMED) Commencing January 1, 2023 / PIA, A Division of World Insurance Associates, LLC**

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

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

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

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

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

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

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

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

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

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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

SOQ

**BOROUGH OF MONTVALE**  
Bergen County, New Jersey  
Page 4

## **PIA PUBLIC ENTITY SERVICE TEAM**

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- **PIA's PUBLIC ENTITY SERVICE TEAM IS ATTACHED AS A SEPARATE DOCUMENT WITHIN THE RFQ PACKET**

## **COMPENSATION - RMC**

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For the position of **RISK MANAGEMENT CONSULTANT**, as it relates to coverages attained through the Municipality's Membership in the **BERGEN COUNTY MUNICIPAL JOINT INSURANCE FUND**

The Municipality authorizes payment as compensation for services rendered, an amount equal to **six percent (6%)** of the Municipality's Annual Assessment as promulgated by the **BERGEN COUNTY MUNICIPAL JOINT INSURANCE FUND**. Said fees shall be paid to the Consultant within 30 days subsequent to the Fund's prescribed payment schedule of the annual assessment by the Municipality.

### **For all Other Insurance Coverages**

For all other coverages authorized by the Municipality, including but not limited to: Accident & Health, Disability or Statutory Bonds (that are placed outside the Fund), the Consultant shall receive, as full compensation, the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the six percent (6%) fee outlined above.

### **Termination:**

Either party may cancel the Agreement at any time by mailing to the other, written notice calling for termination at any time not less than ninety (90) days thereafter. Fees shall be pro-rated to the date of termination

## **COMPENSATION - HBC**

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For the position of **HEALTH BENEFITS CONSULTANT**, as it relates to Services provided for assisting in the administration and oversight of the Employee Health Benefits Program, providing claims assistance and client advocate services to both Active Employees and Retirees, the Consultant shall receive a **fee of \$14,676 annually, invoiced quarterly** by the Consultant.

### **For all Other Insurance Coverages**

For all other coverages authorized by the Municipality, including but not limited to: Accident & Health, Disability, Group Dental, Group Life, etc. the Consultant shall receive, as full compensation, the normal brokerage commissions paid by the insurance company/carrier.

### **Termination:**

Either party may cancel the Agreement at any time by mailing to the other, written notice calling for termination at any time not less than ninety (90) days thereafter. Fees shall be pro-rated to the date of termination

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 44-2023**

**RE: Authorize Change Order No. 1/Various Streets Craig Road/American Asphalt & Trucking, LLC**

**WHEREAS**, the Borough of Montvale awarded a contract via Resolution No.77-2022 to American Asphalt & Trucking, LLC 818 Summer Avenue, Newark NJ 07104 for the Various Streets Craig Road Project; and

**WHEREAS**, the original contract amount was \$185,564.87; and

**WHEREAS**, the Borough Engineer, in a letter dated December 14, 2022, which is attached to the original of this resolution and has been monitoring the project recommends in full detail the proposed Change Order #1 in the amount of \$8,102.17 (see attached); and

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

**Contractor**

Total Contract Amount Base Bid	\$ 185,564.87
<b>Change Order #1</b>	<b>\$ 8,102.17</b>
Adjusted Total Contract Amount	\$ 193,667.04

Payment Amount \$188,768.68

**NOW THEREFORE BE IT RESOLVED**, *By the Governing Body of the Borough of Montvale authorize Change Order #1 in the amount of \$8,102.17 and payment to be issued in the amount of \$188,768.68; and*

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Montvale that the above reference change order #1 is hereby approved:

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

**Adopted: January 10, 2023**

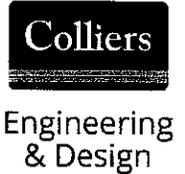
ATTEST:

APPROVED:

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

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

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



December 14, 2022

Maureen Iarossi  
Borough Clerk/Administrator  
Borough of Montvale  
12 De Piero Drive  
Montvale, NJ 07645

Re: **Progress Payment 1**

MA-2021-Various Streets-Craig Road  
Montvale, Bergen County, NJ  
Colliers Engineering & Design Project No. MVB0033

Dear Ms. Iarossi,

American Asphalt & Trucking, LLC, the Contractor for the above-referenced project, has requested Progress Payment 1 for the work completed to date. This Contract was approved on March 18, 2022 by the Mayor and Council via Resolution 77-2022 in the amount of \$185,564.87, which included the Base Bid.

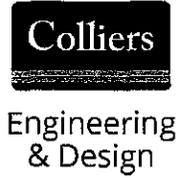
Our office has been monitoring the project and as-built quantities for contract items completed throughout the project. Attached please find Progress Payment 1 and Change Order 1 prepared by Colliers Engineering & Design, dated December 13, 2022.

Additionally, during the NJDOT project closeout process, the attached coring results indicated a deficiency in the Air Voids, requiring a credit of 2% of the final asphalt amount for locations between stations 1+50 and 23+30. The required credit is calculated is **\$1,025.05**.

The payment breakdown is as follows:

Contract Amount (Base Bid)	\$185,564.87
Change Orders to Date	<u>\$ 8,102.17</u>
<b>Adjusted Contract Amount</b>	<b>\$193,667.04</b>
Amount Completed to Date	\$193,667.04
Less 2% Retainage	(\$ 3,873.34)
Deduct Air Voids Penalty	<u>(\$ 1,025.05)</u>
<b>Subtotal</b>	<b>\$188,768.68</b>
<u>Less Previous Payment</u>	<u>(\$ 0.00)</u>
<b>Amount Due Progress Payment 1</b>	<b>\$188,768.68</b>

Based upon our review, we recommend processing the attached Progress Payment 1 in the amount of **\$188,768.68** to American Asphalt & Trucking, LLC.



Payroll certificates have been forwarded to your office under separate cover.

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 "Andrew Hipolit".

Andrew Hipolit, PE, PP, CME, CFM, CPWM  
Borough Engineer - Discipline Leader

ARH/cld/ds/lb

Attachments

cc: Mayor and Council (via Clerk/Administrator)  
Christine Kalafut, Treasurer ([ckalafut@montvaleboro.org](mailto:ckalafut@montvaleboro.org))  
Christine Baker, Accounts Payable ([cbaker@montvaleboro.org](mailto:cbaker@montvaleboro.org))

Borough of Montvale

NJDOT FY2021-VARIOUS STREETS-MONTVALE

Progress Payment 1

American Asphalt & Trucking, LLC  
818 Summer Avenue, Floor 1, Newark, NJ 07104  
(973) 732-6255

Project No.: MV60033

Date Processed: 13-Dec-22

BASE BID

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	CONTRACT AWARD VALUE	QTY THIS ESTIMATE	AMT THIS ESTIMATE	QTY PREV ESTIMATE	QTY TO DATE	TOTAL AMOUNT COMPLETED
1	INLET FILTER TYPE 2' X 4'	UNIT	13	\$ 0.01	\$ 0.13	0.00	\$ -	0.00	0.00	\$ -
2	BREAKAWAY BARRICADE	UNIT	30	\$ 0.01	\$ 0.30	30.00	\$ 0.30	0.00	30.00	\$ 0.30
3	DRUM	UNIT	50	\$ 0.01	\$ 0.50	50.00	\$ 0.50	0.00	50.00	\$ 0.50
4	TRAFFIC CONE	UNIT	100	\$ 0.01	\$ 1.00	100.00	\$ 1.00	0.00	100.00	\$ 1.00
5	CONSTRUCTION SIGNS	SF	250	\$ 0.01	\$ 2.50	20.00	\$ 0.20	0.00	20.00	\$ 0.20
6	POLICE TRAFFIC DIRECTORS	MANHOUR	60	\$ 225.00	\$ 13,500.00	40.01	\$ 9,002.25	0.00	40.01	\$ 9,002.25
7	FUEL PRICE ADJUSTMENT	DOLLAR	200	\$ 1.00	\$ 200.00	6,737.02	\$ 6,737.02	0.00	6,737.02	\$ 6,737.02
8	ASPHALT PRICE ADJUSTMENT	DOLLAR	400	\$ 1.00	\$ 400.00	11,177.15	\$ 11,177.15	0.00	11,177.15	\$ 11,177.15
9	CLEARING SITE	LS	1	\$ 40,000.00	\$ 40,000.00	1.00	\$ 40,000.00	0.00	1.00	\$ 40,000.00
10	HMA MILLING, 3" OR LESS	SY	9,030	\$ 4.14	\$ 37,384.20	9,860.00	\$ 40,820.40	0.00	9,860.00	\$ 40,820.40
11	HOT MIX ASPHALT PAVEMENT REPAIR	SY	945	\$ 0.01	\$ 9.45	0.00	\$ -	0.00	0.00	\$ -
12	TACK COAT	GAL	1,243	\$ 0.01	\$ 12.43	800.00	\$ 8.00	0.00	800.00	\$ 8.00
13	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	TON	1,243	\$ 50.00	\$ 62,150.00	1,025.05	\$ 51,252.50	0.00	1,025.05	\$ 51,252.50
14	RESET EXISTING CASTING (INLET)	UNIT	3	\$ 0.01	\$ 0.03	0.00	\$ -	0.00	0.00	\$ -
15	RECONSTRUCTED INLET, TYPE B, USING EXISTING CASTING	UNIT	2	\$ 1.00	\$ 2.00	2.00	\$ 2.00	0.00	2.00	\$ 2.00
16	RECONSTRUCTED MANHOLE, USING EXISTING CASTING	UNIT	2	\$ 1.00	\$ 2.00	0.00	\$ -	0.00	0.00	\$ -
17	REPAIR INTERIOR OF DRAINAGE STRUCTURE	UNIT	13	\$ 0.01	\$ 0.13	6.00	\$ 0.06	0.00	6.00	\$ 0.06
18	CONCRETE SIDEWALK, 4" THICK	SY	118	\$ 80.30	\$ 9,475.40	121.67	\$ 9,770.10	0.00	121.67	\$ 9,770.10
19	DETECTABLE WARNING SURFACE	SY	11	\$ 250.00	\$ 2,750.00	11.00	\$ 2,750.00	0.00	11.00	\$ 2,750.00
20	RESET PAVER DRIVEWAY	SY	10	\$ 100.00	\$ 1,000.00	10.00	\$ 1,000.00	0.00	10.00	\$ 1,000.00
21	9' X 18' CONCRETE VERTICAL CURB	LF	440	\$ 36.30	\$ 15,972.00	542.00	\$ 19,674.60	0.00	542.00	\$ 19,674.60
22	TRAFFIC MARKING LINES, 24"	LF	50	\$ 30.00	\$ 1,500.00	31.00	\$ 930.00	0.00	31.00	\$ 930.00
23	RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING	UNIT	4	\$ 0.01	\$ 0.04	0.00	\$ -	0.00	0.00	\$ -
24	SET MANHOLE, SANITARY SEWER, USING NEW CASTING	UNIT	2	\$ 600.00	\$ 1,200.00	0.00	\$ -	0.00	0.00	\$ -
25	TOPSOIL SPREADING, 6" THICK	SY	92	\$ 0.01	\$ 0.92	92.00	\$ 0.92	0.00	92.00	\$ 0.92
26	FERTILIZING AND SEEDING, TYPE ERNMIX-106	SY	92	\$ 0.01	\$ 0.92	92.00	\$ 0.92	0.00	92.00	\$ 0.92
27	STRAW MULCHING	SY	92	\$ 0.01	\$ 0.92	92.00	\$ 0.92	0.00	92.00	\$ 0.92
<b>TOTAL BASE BID</b>					<b>\$ 185,564.87</b>		<b>\$ 193,128.84</b>			<b>\$ 193,128.84</b>

SUPPLEMENTAL ITEMS

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	CONTRACT AWARD VALUE	QTY THIS ESTIMATE	AMT THIS ESTIMATE	QTY PREV ESTIMATE	QTY TO DATE	TOTAL AMOUNT COMPLETED
28	6" WHITE TRAFFIC STRIPES	LF	30	\$ 3.45	\$ 103.50	30.00	\$ 103.50	0.00	30.00	\$ 103.50
29	12" WHITE TRAFFIC STRIPES	LF	63	\$ 6.90	\$ 434.70	63.00	\$ 434.70	0.00	63.00	\$ 434.70
<b>TOTAL SUPPLEMENTAL</b>							<b>\$ 538.20</b>			<b>\$ 538.20</b>

TOTAL SUPPLEMENTAL AND BASE BID

\$ 193,667.04 \$ 193,667.04

AIR VOIDS PENALTY

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	CONTRACT AWARD VALUE	QTY THIS ESTIMATE	AMT THIS ESTIMATE	CREDIT	PENALTY
	AIR VOIDS PENALTY	TON	-	\$ 50.00	-	1,025.05	\$ 51,252.50	2.00%	1,025.05

AIR VOIDS PENALTY

\$ 1,025.05

AWARDED CONTRACT AMOUNT: \$ 185,564.87

CHANGE ORDER(S) TO DATE: \$ 8,102.17

ADJUSTED CONTRACT AMOUNT: \$ 193,667.04

TOTAL COMPLETED TO DATE: \$ 193,667.04

AIR VOIDS PENALTY: \$ (1,025.02)

RETAINAGE (2% OF COMPLETED WORK): \$ (3,873.34)

SUBTOTAL: \$ 188,768.68

LESS PREVIOUS PAYMENTS: \$ -

TOTAL AMOUNT DUE: \$ 188,768.68

**CHANGE ORDER NUMBER - 1**

**Project:** NJDOT FY2021-Various Streets-Montvale  
**Project No.:** MVB0033  
**Date:** 12/13/2022  
**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. 1****EXTRAS**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
7	FUEL PRICE ADJUSTMENT	1	DOLLAR	\$ 6,537.02	\$ 6,537.02
8	ASPHALT PRICE ADJUSTMENT	1	DOLLAR	\$ 10,777.15	\$ 10,777.15
10	HMA MILLING, 3" OR LESS	830.00	SY	\$ 4.14	\$ 3,436.20
18	CONCRETE SIDEWALK, 4" THICK	3.67	SY	\$ 80.30	\$ 294.70
21	9" X 18" CONCRETE VERTICAL CURB	102.00	LF	\$ 36.30	\$ 3,702.60
<b>TOTAL EXTRAS</b>					<b>\$ 24,747.67</b>

**REDUCTIONS**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	INLET FILTER, TYPE, 2'X4'	13	UNIT	0.01	\$ 0.13
5	CONSTRUCTION SIGNS	230	SF	\$ 0.01	\$ 2.30
6	POLICE TRAFFIC DIRECTORS	19.99	MANHOUR	\$ 225.00	\$ 4,497.75
11	HOT MIX ASPHALT PAVEMENT REPAIR	945	SY	\$ 0.01	\$ 9.45
12	TACK COAT	443	GAL	\$ 0.01	\$ 4.43
13	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	217.95	TON	\$ 50.00	\$ 10,897.50
14	RESET EXISTING CASTING (INLET) RECONSTRUCTED MANHOLE, USING EXISTING CASTING	3	UNIT	\$ 0.01	\$ 0.03
16	REPAIR INTERIOR OF DRAINAGE STRUCTURE	2	UNIT	\$ 1.00	\$ 2.00
17	STRUCTURE	7	UNIT	\$ 0.01	\$ 0.07
22	TRAFFIC MARKING LINES, 24"	19	LF	\$ 30.00	\$ 570.00
23	RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING	4	UNIT	\$ 0.01	\$ 0.04
24	SET MANHOLE, SANITARY SEWER, USING NEW CASTING	2	UNIT	\$ 600.00	\$ 1,200.00
<b>TOTAL REDUCTIONS</b>					<b>\$ 17,183.70</b>

**SUPPLEMENTAL**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
28	6" WHITE TRAFFIC STRIPES	30	LF	\$ 3.45	\$ 103.50
29	12" WHITE TRAFFIC STRIPES	63	LF	\$ 6.90	\$ 434.70
<b>TOTAL SUPPLEMENTAL</b>					<b>\$ 538.20</b>

EXTRAS =	\$ 24,747.67
REDUCTIONS =	\$ (17,183.70)
SUPPLEMENTAL =	\$ 538.20
<b>TOTAL CHANGE =</b>	<b>\$ 8,102.17</b>

Total Original Contract Amount: \$ 185,564.87

Change Order No. 1: \$ 8,102.17

Adjusted Contract Amount: \$ 193,667.04

% Change in Contract: 4.37%

\_\_\_\_\_  
 CONTRACTOR

\_\_\_\_\_  
 DATE



# KeyTech

210 Maple Place  
PO Box 48  
Keyport, NJ 07735

# Invoice

Due Date	Date	Invoice #	P.O. No.
11/24/22	10/25/22	56031	

Bill To:
Colliers Engineering Services Attn: Mr. Chris Dour, P.E. 400 Valley Road Suite 304 Mt. Arlington, NJ 07856

Project:
Craig Road Improvements Core Sampling and Testing Borough of Montvale County of Bergen, NJ Key Tech File No.: 22-242

Date	Description	Amount
10/14/22	CORE SAMPLING Bituminous Concrete Core Drilling	
10/22/22	CORE LABORATORY ANALYSIS Bulk Specific Gravity Maximum Theoretical Gravity	
<b>Total</b>		<b>\$1,820.00</b>

Phone #	Fax #	E-mail	Web Site
732-888-8308	732-888-8307	info@keytechlabs.com	www.keytechlabs.com

**New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Hot Mix Asphalt Penalty Determination**

Project:	NJDOT 2021MA: Craig Road Roadway Improvements		
Municipality:	Bor. of Montvale	Date Lot was Paved:	8/5/2022
County:	Bergen County, NJ	Date Lot was Cored:	10/14/2022
Supplier (Name & Plant):	Tilcon New York, Inc. - Pompton Lakes, NJ		
Contractor:	American Asphalt & Trucking, LLC		

*Instructions: Fill in highlighted cells to calculate air voids and thickness penalties*

Core #	Station	Offset	% Air Voids	Thickness	Outlier Detection (Air Voids %)
1	1+50	16.5	8.10	1.70	Outlier Detected in Lowest Value.
2	5+30	12.2	8.50	1.60	No Outlier Detected.
3	12+40	14.2	7.30	2.50	
4	16+74	25.2	4.20	3.00	
5	23+30	4.8	8.00	2.80	

*Is this a resurfacing project?*  YES

Sample Average (% Air Voids): 7.22  
 Sample Standard Deviation (% Air Voids): 1.74  
 $Q_U = 0.45$                        $PD_U = 34.16$   
 $Q_L = 3.00$                          $PD_L = 0.00$   
 PD Total = 34.16

Sample Average (Thickness): 2.32  
 Sample Standard Deviation: 0.64  
 (Thickness)  
 Design Thickness ( $T_{des}$ ):  2.00  
 $Q_L = 0.50$   
 $PD = 32.44$

<b>Air Voids Penalty (%)</b>
<b>2</b>

<b>Thickness Penalty (%)</b>
<b>0.00</b>

Air Voids Penalty Calculated per NJDOT Special Provisions for State Aid Projects Table 401.03.07-3  
 Thickness Penalty Calculated per NJDOT Special Provisions for State Aid Projects Table 401.03.07-5

Thickness penalty applies to widenings greater than 8', new construction or complete reconstruction projects.  
 Resurfacing projects don't have a thickness penalty, but must have a minimum compacted thickness of 1.25"

Name and Address of Testing Laboratory  
 Date of AASHTO Accreditation  
 Date of AASHTO Inspection  
 Asphalt Technologist

Key-Tech, 210 Maple Place, Keyport, NJ 07735  
 12/1/1990  
 8/19/2020

  
 Signature

Asphalt Technologist Title: Douglas K. Reilly: General Manager - Key-Tech  
*The Technician doing the HMA Testing and Analysis must be certified by the Society of Asphalt Plant Technologists of New Jersey as an Asphalt Technologist, Level 2 or higher*

Approved by \_\_\_\_\_  
 Signature - County/Municipal Engineer

# KEY - TECH

210 Maple PL

Keyport, NJ, 07735

Tel:(732)888-8308

Fax:(732)888-8307

AASHTO BULK SPECIFIC GRAVITY T-166  
 AASHTO MAX SPECIFIC GRAVITY T-209  
 AASHTO PERCENT AIR VOIDS T-269

PROJECT: CRAIG ROAD ROADWAY IMPROVEMENTS  
 LOCATION: BOROUGH OF MONTVALE  
 MIX/PLANT: 9.5M64 - N18DN0504R15: TILCON NEW YORK, INC.

PROJECT NO.: 22-242  
 CUT DATE: 10/14/2022  
 TEST DATE: 10/22/2022

CORE NO.	THICK	WT AIR	WT WATER	S.S.D.	LOSS	SP.GR.	UNIT WT	AIR VOID	LBS.Sq.Yd.In
1 - CRAIG	1.70	1749.4	1001.2	1760.5	759.3	2.304	143.8	8.1	107.8
2 - CRAIG	1.60	1634.0	944.0	1660.0	716.0	2.282	142.4	8.9	106.8
3 - CRAIG	2.50	2710.3	1561.4	2723.0	1161.6	2.333	145.6	7.3	109.2
4 - CRAIG	3.00	3387.4	1983.2	3392.0	1408.8	2.404	150.0	4.2	112.5
5 - CRAIG	2.80	2957.0	1696.6	2976.6	1280.0	2.310	144.2	8.0	108.1
AVG.	2.32				1065.1	2.327	145.2	7.3	108.9

CORE NO.	THICK	WT AIR	WT WATER	S.S.D.	LOSS	SP.GR.	UNIT WT	AIR VOID	LBS.Sq.Yd.In
AVG.									

TEST NO.		1 - CRA	2 - CRA	3 - CRA	4 - CRA	5 - CRA	
1	PYC.IN WATER	1290.0	1374.5	1290.0	1374.5	1290.0	
2	SAMPLE WT	1487.1	1368.4	1849.9	2438.2	2251.5	
3	TOTAL WT	2777.1	2742.9	3139.9	3812.7	3541.5	
4	PYC-MIX IN WATER	2184.0	2196.6	2404.7	2841.3	2644.4	
5	WT DISPLACED WATER	593.1	546.3	735.2	971.4	897.1	
6	MAX. SP. GR.	2.507	2.505	2.516	2.510	2.510	

TEST NO.				SET 2			
1	PYC.IN WATER						
2	SAMPLE WT						
3	TOTAL WT						
4	PYC-MIX IN WATER						
5	WT DISPLACED WATER						
6	MAX. SP. GR.						

REMARKS: For each tested lot, any pay adjustments - in relation to the percent defective calculation of Air Voids and/or Thickness, are presented on Form DS-8S-PD Edition 04/05/22, per NJDOT Special Provisions for State Aid Project: Ed. 2019.

TECHNICIAN: 

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 45-2023**

**RE: Amending Resolution No. 143-2022 To Establish Recreational Fees for Year 2023**

**WHEREAS**, The Recreation Department hereby establishes the programs, times and fees for various programs; and

**WHEREAS**, the Recreation Director has recommended that the following fees, programs, and times be revised as described; and

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

**TIME SCHEDULE FOR SKATING RINK:**

Weekdays:

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

Weekends:

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

<u>Program Name</u>	<u>Session Length</u>	<u>Resident Fee</u>	<u>Non-Resident Fee</u>
<b>30+ Basketball</b>	Sept-May	\$75	\$95
	Jan-May	\$40	\$60
<b>Adult Soccer</b>	10 weeks	\$15	\$20
<b>Golf Instruction</b>	6 weeks	\$115	\$135
	8 weeks	\$150	\$170
<b>Pickleball Clinic</b>	3 weeks	\$50	\$65
<b>Pickleball Clinic Drop In Fee</b>	1 class	\$20	\$25
<b>Pickleball Program</b>	January-May	\$50	\$75
<b>Summer Camp: Grades 1-5</b>	4 weeks	\$450 per child \$1350 family max	\$500 per child \$1500 family max
<b>Adventure Camp: Grades 6-7</b>	4 weeks	\$550 per child	\$610 per child
<b>Summer Camp Resident/Non-Resident</b>	<p>\$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.</p>		

<u>Program Name</u>	<u>Session Length</u>	<u>Resident Fee</u>	<u>Non-Resident Fee</u>
<b>Extended Day Multisport Camp by TGA</b> During Summer Camp Weeks Only	1 week (2:30-6:30pm)	\$220	\$250
<b>Multisport Camp by TGA</b> After Summer Camp Weeks Conclude and/or During School Breaks	1 week (Half Day)	\$245	\$255
	1 week (Full Day)	\$295	\$305
	1 week (Full Day + After Care)	\$375	\$395
<b>The Way- The Art of Life</b>	8 weeks (@ 2 classes per week)	\$120	\$180
<b>Tai Chi</b>	8 weeks	\$80	\$100
<b>Montvale Senior Club Tai Chi Discount:</b>	8 weeks	\$40	\$40
<b>Tennis Lessons</b>	6 weeks	\$115	\$145
	8 weeks	\$150	\$190
<b>Tennis Badges</b>			
Adult (Ages 18-61)	March-December	\$30	\$60
Child (Ages 17 & Younger)	March-December	\$10	\$20
Family Max	March-December	\$50	\$100
Seniors (Ages 62 & Up)	March-December	Free	\$10
		\$10 Fee for Replacement Tennis Badge	
<b>Basketball Badges</b>			
Adult (Ages 18-61)	Residents: Lifetime Non-Residents: January-December	Free	\$25
Child (Ages 17 & Younger)	Residents: Lifetime Non-Residents: January-December	Free	\$15
Seniors (Ages 62 & Older)	Residents: Lifetime Non-Residents: January-December	Free	\$10
		\$5 Fee for Replacement Basketball Badge	
<b>Pickleball Badges</b>			
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	

<b>Ultimate Frisbee</b>	6 weeks	\$75	\$95
	8 weeks	\$100	\$120
<b>Volleyball- Adult</b>	January-May	\$240	\$260
<b>Volleyball- Girls</b>	8 weeks	\$180	\$200
<b>Women's Softball- Adult</b>	April - August	\$60	\$70
<b>Yoga</b>	8 weeks	\$80	\$100
<b>Yoga Mini Session</b>	4 weeks	\$40	\$100
<b>Youth Theater</b>	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>
<b>Ballfields:</b> Baseball or Softball (Memorial, Fieldstone or LaTrenta)	Per Hour Per Field (2 hour minimum)	\$25	\$50
<b>Turf Fields:</b> Soccer or Lacrosse (Fieldstone)	Per 2 Hour Time Slot Per Field	\$75 (full field) \$50 (half field)	\$150 (full field) \$100 (half field)
<b>Basketball Courts:</b> (Memorial)	Per Hour: Court #2 Only	\$25	\$50
<b>Tennis Court Group Reservation</b> (Memorial or LaTrenta) *Two court maximum reservation at any one location	Per Day	\$25	\$50
<b>Corporation Event Field Reservation</b> (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 1<sup>st</sup> for Spring season and June 1<sup>st</sup> for Fall season, field use will be established with the following order of preference:

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

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

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

**Adopted: January 10, 2023**

ATTEST:

APPROVED:

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

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

RESOLUTION

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

<u>FUND</u>	<u>AMOUNT</u>	<u>NOTES</u>
Current	\$3,456,881.58	Bill List Wire 1/10/2023
	<u>298,308.51</u>	Wires/Manual Checks
Current TOTAL	3,755,190.09	
Capital	313,472.92	Bill List Wire 1/10/2023
Escrow	663.00	Bill List Wire 1/10/2023
Housing Trust	592.50	Bill List Wire 1/10/2023
Recreation Trust	10,310.00	Bill List Wire 1/10/2023
Dog Trust	70.00	Bill List Wire 1/10/2023

*This resolution was adopted by the Mayor and Council of Montvale  
at a meeting held on 1/10/23*

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

Approved: 1/10/23

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

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

ATTEST:

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

**MANUAL/VOID CHECKS - WIRES**  
**January 10, 2023**

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Vendor/Transaction</u>	<u>Amount</u>
WIRE		12/28/22	Payroll Account-Current	190,440.85
WIRE		12/28/22	Salary Deduction Account	107,817.66
WIRE		12/28/22	FSA Account	50.00
<b>Total</b>				<u>298,308.51</u>

P.O. Type: All  
 Range: First to Last  
 Format: Condensed  
 Vendors: All  
 Rcvd Batch Id Range: First to Last

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

Include Non-Budgeted: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00022	BERGEN CTY MUNICIPAL JIF								
		22-00048	01/05/22	2022 LIABILITY & WORK COMP INS	Open	105,469.00	0.00		B
		23-00044	01/05/23	2023 LIABILITY & WORKMANS COMP	Open	120,586.35	0.00		B
						226,055.35			
00027	BT SPECIALTIES								
		22-01653	12/15/22	NAME PLATES	Open	130.00	0.00		
00043	NORTH JERSEY MEDIA GROUP								
		22-01655	12/16/22	ADVERTISING NOVEMBER 2022	Open	375.90	0.00		
00064	MUNNOS ITALIAN DELI								
		22-01605	12/08/22	EMOLOYEE/VOLUNTEER APREC.DINN	Open	2,634.23	0.00		
00096	E-Z PASS CUSTOMER SVS CTR								
		22-01518	11/23/22	PD E-Z PASS ACCOUNT	Open	200.00	0.00		
00097	CABLEVISION								
		23-00029	01/04/23	07873-218840-01-0 OPTIMUM	Open	21.06	0.00		
		23-00030	01/04/23	07873-240495-01-5 CABLEVISION	Open	236.23	0.00		
						257.29			
00104	MONTVALE BOARD OF EDUCATION								
		23-00003	01/03/23	2023 LOCAL SCHOOL TAXES	Open	1,831,295.00	0.00		B
00108	MONTVALE HARDWARE & SUPPLY								
		22-01200	09/27/22	PD HARDWARE SUPPLIES	Open	35.21	0.00		
00116	VERIZON								
		23-00031	01/04/23	651-285-414-0001-73 VERIZON	Open	283.28	0.00		
00125	NORTHWEST BERGEN REGIONAL								
		22-01560	12/02/22	RABIES VACCINATION CERTIFICATE	Open	70.00	0.00		
00137	PASCACK VALLEY REGIONAL HS DST								
		23-00002	01/03/23	2023 REGIONAL SCHOOL TAXES	Open	1,207,879.17	0.00		B
00139	SCORDO, FRANCES								
		23-00007	01/03/23	2023 - ADMIN PETTY CASH	Open	500.00	0.00		
00142	PITNEY BOWES, INC.								
		23-00041	01/05/23	PITNEY BOWES LEASE AGREEMENT	Open	3,813.12	0.00		
00146	PSE&G CO.								
		23-00026	01/04/23	PSE&G - NOVEMBER 2022	Open	2,629.66	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00166	MUNIDEX, INC.	23-00011	01/03/23	2023 SOFTWARE CONTRACT	Open	684.00	0.00		
00258	ROCKLAND ELECTRIC COMPANY	23-00027	01/04/23	ROCKLAND ELECTRIC -DECEMBER	Open	4,607.51	0.00		
00332	ZAGAJA, MACIEJ	22-01637	12/14/22	REIMB CLOTHING ALLOWANCE	Open	255.24	0.00		
00375	BOROUGH OF PARK RIDGE	22-01614	12/09/22	TRI BORO RADIO EXPENSES	Open	6,287.30	0.00		
		23-00037	01/04/23	TRI BORO RADIO - UPGRADE	Open	41,663.74	0.00		
						47,951.04			
00430	REGISTRARS' ASSOC. OF NJ	23-00010	01/03/23	2023 ANNUAL MEMBERSHIP DUES	Open	25.00	0.00		
00448	V.E. RALPH & SON, INC.	22-01533	11/29/22	PD MEDICAL SUPPLIES	Open	326.67	0.00		
00461	TAX COLLECTORS AND TREASURERS	23-00009	01/03/23	2023 MEMBERSHIP DUES	Open	100.00	0.00		
00554	BERGEN MUNI.EMPL.BENEFITS FUND	22-00105	01/13/22	2022 HEALTH CARE BENEFITS	Open	67,591.00	0.00		B
00602	ANCHOR FENCE CONTRACTORS, INC.	22-01338	10/24/22	TENNIS GATE ADDITIONAL REPAIR	Open	725.00	0.00		
00660	AMERICAN ASPHALT & TRUCKING	22-00694	06/02/22	LATRENTA PARKING LOT IMPROV.	Open	271,809.18	0.00		B
00661	HANNA, JEFFREY	22-01668	12/16/22	REIMB MAX WATCH ALLOWANCE	Open	150.00	0.00		
00699	ATLANTIC TOMORROWS OFFICE	22-00195	01/27/22	2022 MAINTENANCE CONTRACT	Open	969.60	0.00		B
00712	RUSSO, JANET	22-01611	12/09/22	L. HOPPER RESIGNATION GIFT	Open	26.23	0.00		
00731	COLLIER'S ENGINEERING & DESIGN	22-00118	01/18/22	2022 GENERAL ENGINEERING	Open	4,525.00	0.00		B
00762	HARBORTOUCH	22-01157	09/20/22	COURT CREDIT CARD PROCESSING	Open	106.88	0.00		
00769	URBAN AUTO SPA	22-01572	12/05/22	CAR WASH AND OIL CHANGE SVCS	Open	43.39	0.00		
00801	WESTPHAL WASTE SERVICES, INC.	22-00185	01/27/22	2022 GARBAGE COLLECTION	Open	69,250.00	0.00		B

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01002	ZOOM VIDEO COMMUNICATIONS, INC	23-00032	01/04/23	ZOOM VIDEO COMMUNICATIONS	Open	2,459.60	0.00		
01211	TURN OUT UNIFORMS & CO.	22-01015	08/18/22	HANNA CLOTHING ALLOWANCE	Open	349.94	0.00		
01227	PIAZZA & ASSOCIATES, INC.	22-00116	01/18/22	2022 AFFORDABLE HOUSING SVCS.	Open	300.00	0.00		B
01338	NJ MOTOR VEHICLE COMMISSION	23-00018	01/03/23	PD ANNUAL ADMIN FEE	Open	150.00	0.00		
01464	SURENIAN, EDWARDS & NOLAN	22-00119	01/18/22	2022 SPECIAL COUNSEL	Open	895.20	0.00		B
01616	GEORGI'S HOOK'UP LLC.	22-01537	11/29/22	PD EXPLORER TINT WINDOWS	Open	360.00	0.00		
01697	FIREFIGHTER ONE LLC	22-01335	10/24/22	FIREFIGHTING EQUIPMENT	Open	6,702.28	0.00		
01741	GAYED, NEVENE	22-01618	12/12/22	EMPLO/VOLUNTEER APPREC DINNER	Open	65.07	0.00		
01760	UNITED PARCEL SERVICE	22-01656	12/16/22	UNITED PARCEL SERVICE NOVEMBER	Open	182.78	0.00		
		22-01660	12/16/22	F047X6 UPS - DECEMBER 2022	Open	97.12	0.00		
						279.90			
01767	VERIZON	23-00022	01/03/23	156-951-896-0001-85 VERIZON	Open	94.00	0.00		
01833	MCGEE, HEATHER (PETTY CASH)	23-00008	01/03/23	2023 - POLICE PETTY CASH	Open	300.00	0.00		
01852	REDICARE LLC	22-01651	12/15/22	PD MEDICAL BOX SUPPLIES	Open	82.75	0.00		
01870	PENTLAND GRAPHICS INC	22-01516	11/23/22	PD JPA POLICE HATS	Open	228.00	0.00		
01949	AT&T MOBILITY	22-01583	12/06/22	PD PATROL PHONES	Open	771.40	0.00		
01968	DISPOTO, NICHOLAS	22-01639	12/14/22	REIMB CLOTHING ALLOWANCE	Open	676.62	0.00		
02003	MONTVALE P.B.A	22-01644	12/14/22	MPD BUSINESS CARDS	Open	275.10	0.00		
02004	MORAN, GLENN	22-01643	12/14/22	REIMB MAORAN INITIAL ISSUE	Open	271.97	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02005	SALAZAR, DIEGO	22-01642	12/14/22	REIMB SALAZAR INITIAL ISSUE	Open	282.99	0.00		
02006	GARRAN, JOSHUA	22-01641	12/14/22	REIMB GARRAN INITIAL ISSUE	Open	271.97	0.00		
02086	TAYLOR RENTAL	22-01474	11/17/22	TREE LIGHTING TENT	Open	3,990.00	0.00		
02141	REGAN, ROBERT T., ESQ.	22-01574	12/05/22	MONTVALE - COAH	Open	292.50	0.00		
		22-01602	12/07/22	ESCROW PAYMENT	Open	663.00	0.00		
						955.50			
03060	TRI-STATE TECHNICAL SERVICES	22-01649	12/15/22	PD COMPUTER SERVICES	Open	449.00	0.00		
03084	WESLEY SICOMAC DAIRY	22-00184	01/27/22	2022 MILK DELIVERY	Open	52.84	0.00		B
03215	UNUM LIFE INSURANCE	23-00005	01/03/23	2023 LIFE INSURANCE	Open	237.60	0.00		B
03589	DELL MARKETING LP	23-00001	01/03/23	ACROBAT PRO2020- ADMIN	Open	536.11	0.00		
03590	NATIONAL BUSINESS FURNITURE	22-01553	12/01/22	office furniture	Open	3,874.01	0.00		
03666	VERIZON -3070534	23-00014	01/03/23	450-001-7420001-13 VERIZON DEC	Open	59.52	0.00		
03682	CRUISE, E. K.	22-01652	12/15/22	REIMB TASER HOLSTERS	Open	397.54	0.00		
03727	STAPLES INC	22-01481	11/18/22	office supplies	Open	337.30	0.00		
		22-01593	12/06/22	Printer toners/calendar	Open	308.46	0.00		
						645.76			
03991	MALESZEWSKI, KRYSZTIAN	22-01663	12/16/22	REIMB CLOTHING ALLOWANCE	Open	239.25	0.00		
04004	MONTVALE RECREATION	22-01525	11/28/22	SUMMER CAMP BOWLING	Open	10,310.00	0.00		
04008	GASTON, SCOTT	22-01638	12/14/22	REIMB GASTON CLOTHING ALLOWANC	Open	75.41	0.00		
		22-01669	12/16/22	REIMB CLOTHING ALLOWANCE	Open	46.72	0.00		
						122.13			

Total Purchase Orders: 70 Total P.O. Line Items: 0 Total List Amount: 3,781,990.00 Total Void Amount: 0.00

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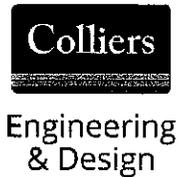
Vendor #	Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type

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Totals by Year-Fund		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description	Fund						
CURRENT FUND 2022	2-01	291,233.33	0.00	291,233.33	0.00	0.00	291,233.33
CURRENT FUND 2023	3-01	3,165,648.25	0.00	3,165,648.25	0.00	0.00	3,165,648.25
CAPITAL FUND	C-04	313,472.92	0.00	313,472.92	0.00	0.00	313,472.92
BOA ESCROW ACCOUN	E-08	663.00	0.00	663.00	0.00	0.00	663.00
OTHER TRUST ACCOU	T-03	592.50	0.00	592.50	0.00	0.00	592.50
DOG TRUST ACCOUNT	T-12	70.00	0.00	70.00	0.00	0.00	70.00
RECREATION TRUST	T-19	10,310.00	0.00	10,310.00	0.00	0.00	10,310.00
Year Total:		10,972.50	0.00	10,972.50	0.00	0.00	10,972.50
Total of All Funds:		3,781,990.00	0.00	3,781,990.00	0.00	0.00	3,781,990.00

400 Valley Road Suite 304  
Mt. Arlington New Jersey 07856  
Main: 877 627 3772



December 20, 2022

Maureen Iarossi  
Borough Clerk/Administrator  
Borough of Montvale  
12 De Piero Drive  
Montvale, NJ 07643

Re: **Proposal Recommendation**

La Trenta Ball Field Culvert Replacement  
Montvale, Bergen County, NJ  
Colliers Engineering & Design Project No. MVB0036

Dear Ms. Iarossi,

Please find attached the scope of work and quote prepared by Colonnelli Brothers, Inc. for the culvert replacement near the La Trenta Ball Field. This work will be under the emergency repair contract (Resolution 75-2022) and will alleviate the ponding and drainage problems in the wooded area east of the baseball field.

Our office has reviewed the submitted proposal for the lump sum cost and contractor experience. Based on our review of the submitted proposal, we request a purchase order to be issued to Colonnelli Brothers, Inc. in the amount of \$32,750.00. For Colliers Engineering and Design (CED) professional services, we are requesting an amount of \$5,000.00. Therefore, the total amount we are requesting is **\$37,750.00**.

We recommend the contractor proceeds with the project after the certification of funds by the Borough and purchase order has been issued.

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 "Andrew Hipolit".

Andrew Hipolit, PE, PP, CME, CFM, CPWM  
Borough Engineer- Discipline Leader

ARH/ds

#### Attachments

cc: Mayor and Council (via Clerk/Administrator [miarossi@montvaleboro.org](mailto:miarossi@montvaleboro.org))  
Rich Campanelli, Public Works Superintendent ([rpw@rivervalenj.org](mailto:rpw@rivervalenj.org))  
Joseph W. Voytus, Esq., Borough Attorney ([jwvovtus@boggialaw.com](mailto:jwvovtus@boggialaw.com))  
Robert Culvert, Colliers Engineering & Design ([Robert.culvert@collierseng.com](mailto:Robert.culvert@collierseng.com))

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Proposal #: 1061

# Colonnelli Brothers, Inc.

409 South River Street, Hackensack, New Jersey 07601  
Phone: (201) 440-1118, Fax: (201) 440-8282



Submitted to company: <b>Colliers Engineering</b>		Date: 17-Aug-22
Street: 331 Newman Springs Road		Phone: (201) 820-8589
City, State, Zip: Red Bank, NJ 07701		Email: robert.culvert@colliersengineering.com
Attention: Mr. Bob Culvert	Job name/loc.: La Trenta Ball Field	

**Estimate for:** We hereby agree to furnish Supervision, Labor, Equipment, and Material to construct the work at above mentioned location.

**Scope of work:**

- Scope of work:
- Mobilize
- Clear/grub area
- Remove existing CMP culvert pipe
- Install 24" HDPE (40 LF) with 3/4" clean stone bedding
- Backfill with excavated material
- Install HDPE flared end section on both sides of proposed 24" HDPE
- Grade area

**Additional comments:**

- Work to be continuous from 7am-3:30pm Monday-Friday
- All material to stay on site
- All work do be completed in one mobilization
- Police traffic control by others (if required)
- Project assumed to be tax exempt
- Cost based on 8 hour work day 7:00am-3:30pm
- Cost includes labor/equipment
- All work to be done in a first-class, workmanlike manner.
- Certificates of insurance available upon request.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:  
**\$32,750.00**  
Thirty two thousand seven hundred fifty and no cents Dollars

Payments to be as follows: Invoices will be rendered monthly, or at completion of work, whichever comes first, and payments are expected on any portion of the work performed and/or materials furnished during that 30-day period.

Authorized  
Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within: 15 days

Proposal #: 1061

## Colonnelli Brothers, Inc.

409 South River Street, Hackensack, New Jersey 07601  
Phone: (201) 440-1118, Fax: (201) 440-8282



### Terms and Conditions

All material is guaranteed to be as specified.

All work to be complete in a workmanlike manner as per standard practices

All agreements contingent upon delays beyond our control.

Any alteration or deviation from above specifications involving extra costs will be executed by written orders, and will become an extra charge over and above the estimate.

Owner to carry fire, tornado and other natural disaster related insurance policies as necessary.

Our workers are fully covered by Workman's Compensation Insurance.

Sales Tax will be charged on all invoices for all work, unless a valid Sales Tax Exemption Certificate is received.

For proposals based on unit prices, the quantities stated above are approximate only. Payment will be based on actual field measurements.

If rock is encountered and such encounter was not anticipated and acknowledged in this proposal, the rock removal (either hammering or blasting) will be charged extra.

The price listed in this proposal are valid for 15 days

A reduction in quantities may result in an increase in unit price.

This proposal becomes effective as a contract, after the purchaser has executed its acceptance.

Conditions, which are not specifically incorporated in this contract, will not be recognized. No modification on transfer of this contract after acceptance shall be binding upon Seller, unless made in writing and signed by one of the Seller's Officers.

This proposal may be withdrawn pending the results of a credit investigation or it may be necessary to post a bond or establish an escrow account with sufficient funds and a guarantee of payment upon completion of our work.

Invoices will be rendered monthly, or at completion of work, whichever comes first, and payments are expected on any portion of the work performed and/or materials furnished during that 30-day period.

Final payment - payment in full is required within 30 days. A service charge of 1.5% per month will be added to any unpaid portion of our invoice, which is annual percentage rate of 18%.

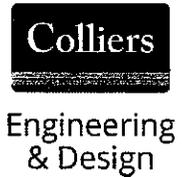
### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.  
I hereby authorize Colonnelli Brothers to perform the work as specified.

Date of acceptance:

Signature

400 Valley Road  
Suite 304  
Mt. Arlington New Jersey 07856  
Main: 877 627 3772



December 20, 2022

Maureen Iarossi  
Borough Clerk/Administrator  
Borough of Montvale  
12 De Piero Drive  
Montvale, NJ 07643

Re: **Proposal Recommendation**

Upper Saddle River Road Drainage Improvements  
Montvale, Bergen County, NJ  
Colliers Engineering & Design Project No. MVB0036

Dear Ms. Iarossi,

Please find attached the scope of work and quote prepared by Colonnelli Brothers, Inc. for the drainage improvements along Upper Saddle River Road. This work will be under the emergency repair contract (Resolution 75-2022) and will alleviate the drainage problems in this area. The Contractor will need to clear and grub area to gain access to the existing inlet in the wooded area.

Our office has reviewed the submitted proposal for the lump sum cost and contractor experience. Based on our review of the submitted proposal, we request a purchase order to be issued to Colonnelli Brothers, Inc. in the amount of **\$37,750.00**. For Colliers Engineering and Design (CED) professional services, we are requesting an amount of \$5,000.00. Therefore, the total amount we are requesting is \$42,750.00.

We recommend the contractor proceeds with the project after the certification of funds by the Borough and purchase order has been issued.

Should you have any questions, please contact our office.

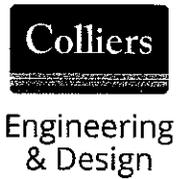
Sincerely,

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

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

Andrew Hipolit, PE, PP, CME, CFM, CPWM  
Borough Engineer- Discipline Leader

ARH/ds



Attachments

cc: Mayor and Council (via Clerk/Administrator ([miarossi@montvaleboro.org](mailto:miarossi@montvaleboro.org))  
Rich Campanelli, Public Works Superintendent ([crow@rivervalenj.org](mailto:crow@rivervalenj.org))  
Joseph W. Voytus, Esq., Borough Attorney ([jwvoytus@boggialaw.com](mailto:jwvoytus@boggialaw.com))  
Robert Culvert, Colliers Engineering & Design ([robert.culvert@collierseng.com](mailto:robert.culvert@collierseng.com))

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Proposal #: 1060

# Colonnelli Brothers, Inc.

409 South River Street, Hackensack, New Jersey 07601  
Phone: (201) 440-1118, Fax: (201) 440-8282



Submitted to company: <b>Colliers Engineering</b>		Date: <b>9-Aug-22</b>
Street: <b>331 Newman Springs Road</b>		Phone: <b>(201) 820-8589</b>
City, State, Zip: <b>Red Bank, NJ 07701</b>		Email: <b>robert.culvert@colliersengineering.com</b>
Attention: <b>Mr. Bob Culvert</b>	Job name/loc.: <b>Upper Saddle River Road Drainage Improvements</b>	

**Estimate for:**

We hereby agree to furnish Supervision, Labor, Equipment, and Material to construct the work at above mentioned location.

**Scope of work:**

*Scope of work:*

- Mobilize*
- Clear/grub area to gain access to existing inlet in wooded easement*
- Jet/Vac from inlet downstream to ensure pipe can handle additional flow*
- Grade swale from edge of East Saddle River Road to inlet and install filter fabric/DGA swale (roughly 60'x8')*
- Grade curbline of East Saddle River Road and pave narrow channel swale to direct runoff to new DGA swale*
- Grade area to create proper drainage*
- Install one new chevron/post*

**Additional comments:**

- Work to be continuous from 7am-3:30pm Monday-Friday*
- Grounding of equipment overnight only, if required*
- All material to stay on site*
- All work do be completed in one mobilization*
- Police traffic control by others (if required)*
- Project assumed to be tax exempt*
- Cost based on 8 hour work day 7:00am-3:30pm*
- Cost includes labor/equipment*
- All work to be done in a first-class, workmanlike manner.*
- Certificates of insurance available upon request.*

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Thirty seven thousand seven hundred fifty and no cents Dollars

**\$37,750.00**

Payments to be as follows: Invoices will be rendered monthly, or at completion of work, whichever comes first, and payments are expected on any portion of the work performed and/or materials furnished during that 30-day period.

Authorized  
Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within: 15 days

Proposal #: 1060

## Colonnelli Brothers, Inc.

409 South River Street, Hackensack, New Jersey 07601  
Phone: (201) 440-1118, Fax: (201) 440-8282



### Terms and Conditions

All material is guaranteed to be as specified.

All work to be complete in a workmanlike manner as per standard practices

All agreements contingent upon delays beyond our control.

Any alteration or deviation from above specifications involving extra costs will be executed by written orders, and will become an extra charge over and above the estimate.

Owner to carry fire, tornado and other natural disaster related insurance policies as necessary.

Our workers are fully covered by Workman's Compensation Insurance.

Sales Tax will be charged on all invoices for all work, unless a valid Sales Tax Exemption Certificate is received.

For proposals based on unit prices, the quantities stated above are approximate only. Payment will be based on actual field measurements.

If rock is encountered and such encounter was not anticipated and acknowledged in this proposal, the rock removal (either hammering or blasting) will be charged extra.

The price listed in this proposal are valid for 15 days

A reduction in quantities may result in an increase in unit price.

This proposal becomes effective as a contract, after the purchaser has executed its acceptance.

Conditions, which are not specifically incorporated in this contract, will not be recognized. No modification on transfer of this contract after acceptance shall be binding upon Seller, unless made in writing and signed by one of the Seller's Officers.

This proposal may be withdrawn pending the results of a credit investigation or it may be necessary to post a bond or establish an escrow account with sufficient funds and a guarantee of payment upon completion of our work.

Invoices will be rendered monthly, or at completion of work, whichever comes first, and payments are expected on any portion of the work performed and/or materials furnished during that 30-day period.

Final payment - payment in full is required within 30 days. A service charge of 1.5% per month will be added to any unpaid portion of our invoice, which is annual percentage rate of 18%.

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.  
I hereby authorize Colonnelli Brothers to perform the work as specified.

Date of acceptance:

Signature