

MINUTES
Reorganization Meeting of the Mayor and Council
Tuesday, January 7, 2020
7:00 PM

CALL THE MEETING TO ORDER –

Mayor Marana called the meeting to order at 7:00 PM in the Council Chambers of the Municipal Building located at 116 Paris Avenue, Northvale, New Jersey 07647.

STATEMENT –

Mayor Marana read the “Sunshine Statement” into the record as follows:

“This is a Reorganization Meeting of the Mayor and Council of the Borough of Northvale. The date, time and location of this meeting has been advertised in the official Newspapers of the Borough, filed with the Borough Clerk and posted on the bulletin board in the Municipal Building. All notice requirements of the Open Public Meetings Act for this meeting have been fulfilled. Please note the fire exits as required by law at public meetings.”

OATHS OF OFFICE –

Mayor Marana Administers the Oath of Office to:

Louis DeLisio – Councilman - 3 year term expiring on 12/31/22
 Frances E. Devlin– Councilman - 3 year term expiring on 12/31/22

ROLL CALL OF THE NEW COUNCIL –

Name	Present	Absent
Mayor Marana	=	=
Councilman Argiro	=	=
Councilman DeLisio	=	=
Councilman Devlin	=	=
Councilman McGuire	=	=
Councilman Shepard	=	=
Councilman Sotiropoulos	=	=

SALUTE TO THE FLAG –

Mayor Marana asked Kelly Devlin to lead the Salute of the Flag.

INVOCATION –

Pastor Rich lead the invocation.

BY-LAWS –

The By-Laws will be suspended and Roberts Rules of Order will prevail.

COUNCIL PRESIDENT –

Councilman Delisio nominated Councilman Sotiropoulos for Council President for 2020.

Motion	Second	Name
=	=	Councilman Argiro
=	=	Councilman DeLisio
=	=	Councilman Devlin
=	=	Councilman McGuire
=	=	Councilman Shepard
=	=	Councilman Sotiropoulos

Name	Yes	No	Absent	Abstain
Councilman Argiro	=	=	=	=
Councilman DeLisio	=	=	=	=
Councilman Devlin	=	=	=	=

Councilman McGuire	=	=	=	=
Councilman Shepard	=	=	=	=
Councilman Sotiropoulos	=	=	=	=

PROFESSIONAL APPOINTMENTS –

Mayor Marana asked for Consent Agenda approval on the following appointments:

Motion	Second	Name
=	=	Councilman Argiro
=	=	Councilman DeLisio
=	=	Councilman Devlin
=	=	Councilman McGuire
=	=	Councilman Shepard
=	=	Councilman Sotiropoulos

Approve the appointment of Deena Rosendahl as Borough Attorney for a one year term ending 12/31/20

Approve the appointment of Carl O’Brien of Maser Consulting as Borough Engineer for a one year term ending 12/31/20

Approve the appointment of Steven Wielkotz of Ferraioli, Wielkotz, Cerullo & Cuva as Borough Auditor for a one year term ending 12/31/20

Approve the appointment of Steven Rogut of Rogut McCarthy, LLC as Bond Counsel for a one year term ending 12/31/20

Approve the appointment of Kaufman Semeraro & Liebman, LLP as Tax Appeal Attorney for a one year term ending 12/31/20

Approve the appointment of Anthony Sorrentino of Otterstedt Insurance Agency as Risk Management Consultant for a one year term ending 12/31/20

Approve the appointment of Maser Consulting as Planner for a one year term ending 12/31/20

Approve the appointment of Maser Consulting as LSRP for a one year term ending 12/31/20

Approve the appointment of Millenium Strategies as Grantwriter for a one year term ending 12/31/20

Approve the appointment of Mark P. Fierro, Esq. as Prosecutor for a one year term ending 12/31/20

Approve the appointment of Jordan D. Yuelys as Public Defender for a one year term ending 12/31/20

Approve the appointment of Associated Appraisal Group as Appraiser (Real Estate Consultant) for a one year term ending 12/31/20

Name	Yes	No	Absent	Abstain
Councilman Argiro	=	=	=	=
Councilman DeLisio	=	=	=	=
Councilman Devlin	=	=	=	=
Councilman McGuire	=	=	=	=
Councilman Shepard	=	=	=	=
Councilman Sotiropoulos	=	=	=	=

Planning/Zoning Board – Mayor’s Appointments –

YEAR	POSITION	NAME	TERM	BEGINNING	ENDING
2020	Class I	Patrick Marana	4 year	1/1/19	12/31/22
	Class II	William Guyt	1 year	1/1/20	12/31/20
	Class IV	George Vollmer	4 year	1/1/20	12/31/23

	Class IV	Ryan Moran (fill Devlin)	Unexpired	1/1/19	12/31/22
	Alternate #1	John M. Hogan	2 year	1/1/20	12/31/21
	Alternate #2	Dennis Pothos (fill Moran)	2 year	1/1/19	12/31/20
	Alternate #3	Wayne Degen	2 year	1/1/20	12/31/21
	Alternate #4	Vacant	2 year	1/1/19	12/31/20

Council’s Appointment to the Planning/Zoning Board – Class III

Councilman Ed Devlin as the Council’s appointment to the Planning/Zoning Board for a one year term ending 12/31/20

Other Appointments – Consent Agenda –

“All items are considered to be non-controversial by the Council and will be approved by one motion. There may be further discussion prior to the vote upon request of a member of the public or a Council member. Any item may be removed for further discussion or for a roll call vote in which case the item will be removed and considered in its normal sequence as part of the general order of business”

Library Board of Trustees –

James Honey – 5 year term – 1/1/20 – 12/31/24

Beautification – Flood Committee – One year term ending 12/31/20

Beautification	1 year term 1/1/20 - 12/31/20	Richard Scaglione/Leigh Meola
Flood Committee	1 year term 1/1/20 - 12/31/20	Peter Perretti/William Bauer

Recreation Committee Officers – One year term ending 12/31/20

Position/Name	Position/Name
Acting Chair – Amy Ibrahimaj	Jr. Marksmanship – Heinz Schroeder
Secretary – Amy Ibrahimaj	Softball – Jordan Flavell-Boney
Baseball – Vincent Grillo	Basketball – Brandon Giordano
Soccer – Ken DeGennaro	

Approve Fire Department Line Officers – One year term ending 12/31/20

Position/Name	Position/Name
Chief – CJ Amorosso	Deputy Chief – Gerard Smithson
Captain – William McGuire	Lieutenant – Christopher Smithson
Lieutenant – Christopher Bodrato	Lieutenant – Gregory Amorosso
Lieutenant – Edward Rejmaniak	Truck Engineer – Edward Rejmaniak SCBA Engineer – Gerard Smithson

Approve Ambulance Corps Line Officers & Executive Branch – One year term ending 12/31/20

Position/Name	Position/Name
Chief – Abbey Fallon	President – Kevin Trainor, Sr.
Asst. Chief – Zachary Stoffer	Vice President – Kara Armstrong
1st Lieutenant – Rich Goddin	Treasurer –Thea McDaniell
2nd Lieutenant – Taylor Verdigi	Secretary – Peter Sotiropoulos

POLICE DEPARTMENT PERSONNEL –

Approve the appointment of Crossing Guards & Alternate Crossing Guards – One year term ending 12/31/20

Position/Name	Name
Robert Bacotti	Renee Binder
John Cusack	Karen Frigiola
Richard Honig	Jerry Lenahan

June Puglia	
Alternates:	
Mark Geerinck	Linell Navarro
Laurie LaViola	Timothy Morgan

FIRE PREVENTION – One year term ending 12/31/20

Position/Name	Position/Name
Fire Inspector – David Donnarumma	Fire Inspector – Richard Hess

COUNCIL APPOINTMENTS – 2020 STANDING COMMITTEES

Councilman Tom Argiro	Recreation; Parks & Playgrounds; Library; Commerce and Industry
Councilman Lou DeLisio	Grants; Open Space; Northern Valley Greenway
Councilman Joseph McGuire	Local & High School Bds of Ed; Pre-School; Community Affairs
Councilman Ken Shepard	Fire Department; Building/Zoning; Fire Prevention; Emergency Management (OEM); Flood Committee; Beautification Committee
Councilman Ed Devlin	Senior Center & Golden Age Club; Board of Health; Insurance; Safety & Risk Management; IT; Municipal Court; Licenses & Permits; Planning/Zoning Board
Councilman Peter Sotiropoulos	Police; Ambulance; Emergency Services/Public Safety; DPW; Buildings & Grounds

COUNCIL APPOINTMENTS - 2020 SPECIAL COMMITTEES

Community Development Alternate:	Mayor Marana Councilman DeLisio
Council Representative Alternate:	Councilman Devlin Councilman McGuire
Personnel Committee	Councilman Sotiropoulos, Councilman DeLisio, Councilman Argiro
Negotiation Committee	Councilman Devlin, Councilman McGuire and Councilman Shepard

RESOLUTIONS – Consent Agenda –

“All items are considered to be non-controversial by the Council and will be approved by one motion. There may be further discussion prior to the vote upon request of a member of the public or a Council member. Any item may be removed for further discussion or for a roll call vote in which case the item will be removed and considered in its normal sequence as part of the general order of business”

Motion	Second	Name
=	=	Councilman Argiro
=	=	Councilman DeLisio
=	=	Councilman Devlin
=	=	Councilman McGuire
=	=	Councilman Shepard
=	=	Councilman Sotiropoulos

RESOLUTION #2020-01

TITLE: CONFIRMATION OF PROFESSIONAL APPOINTMENTS & AUTHORIZE THE BOROUGH ATTORNEY TO PREPARE PROFESSIONAL SERVICE AGREEMENTS FOR SAME

WHEREAS, the Borough of Northvale requires the services of several professionals for the year 2020 as required by law and is authorized to retain such

professionals without public bidding pursuant to N.J.S.A. 40A:11-5(a)(i) of the Local Public Contracts Law; and

WHEREAS, the budget for the year 2020 will contain the necessary appropriations in such amount as may be reasonably estimated and required for each such professional; and

WHEREAS, Mayor Marana has duly appointed and the Council of the Borough of Northvale has duly confirmed the following professional appointments for the year ending December 31, 2020:

Borough Attorney	-	Deena Rosendahl Kaufman Semeraro & Leibman 2 Executive Drive, Suite 330 Fort Lee, New Jersey 07024
Duration	-	January 1, 2020 – December 31, 2020
Amount	-	Fee schedule as per RFQ received December 2019
Borough Auditor	-	Steven Wielkotz, Ferraioli, Wielkotz, Cerullo Cuva 401 Wanaque Avenue Pompton Lakes, New Jersey 07442
Duration	-	January 1, 2020 – December 31, 2020
Amount	-	Fee schedule as per RFQ received December 2019
Borough Engineer	-	Carl O'Brien, Maser Consulting 200 Valley Road, St. 400 Mt. Arlington, New Jersey 07856
Duration	-	January 1, 2020 – December 31, 2020
Amount	-	Fee schedule as per RFQ received December 2019
Bonding Attorney	-	Steven Rogut of Rogut McCarthy LLC 37 Alden Street Cranford, New Jersey 07016-2106
Duration	-	January 1, 2020 – December 31, 2020
Amount	-	Fee schedule as per RFQ received December 2019
Risk Management Consultant	-	Otterstedt Insurance Agency 540 Sylvan Avenue Englewood Cliffs, NJ 07632
Duration	-	January 1, 2020 – December 31, 2020
Amount	-	Fees as promulgated by the JIF and MEL
Planner	-	Maser Consulting 200 Valley Road, St. 400 Mt. Arlington, New Jersey 07856
Duration	-	January 1, 2020 – December 31, 2020
Amount	-	Fee schedule as per RFQ received December 2019
Tax Appeal Atty	-	Kaufman Semeraro & Leibman 2 Executive Drive, Suite 330 Fort Lee, New Jersey 07024
Duration	-	January 1, 2020 – December 31, 2020
Amount	-	Fee Schedule Promulgated by the Borough
Real Estate Consultant	-	Associated Appraisal Group 6 Commerce Drive, Suite 303 Cranford, New Jersey 07016
Duration	-	January 1, 2020 – December 31, 2020
Amount	-	Fee Schedule as per RFQ received December 2019
Grantswriter	-	Millenium Strategies, LLC 60 Roseland Avenue Caldwell, New Jersey 07066
Duration	-	January 1, 2020 – December 31, 2020
Amount	-	Retainer
Prosecutor	-	Mark P. Fierro, Esq. 226 Main Street, Suite 303 Fort Lee, New Jersey 07024
Duration	-	January 1, 2020 – December 31, 2020
Amount	-	Per Borough Salary Ordinance

Public Defender	-	Jordan D. Yuelys 505 Main Street, Suite 304 Hackensack, New Jersey 07601
Duration	-	January 1, 2020 – December 31, 2020
Amount	-	Per Borough Salary Ordinance
Environmental Engineer LSRP	-	Maser Consulting 200 Valley Road, St. 400 Mt. Arlington, New Jersey 07856
Duration	-	January 1, 2020 – December 31, 2020
Amount	-	Fee schedule as per RFQ received December 2019

NOW, THEREFORE, BE IT RESOLVED that the services to be rendered pursuant hereto are hereby determined to be “Professional Services” pursuant to N.J.S.A. 40A:11-2(6) and the same are to be performed by a person and entity authorized by law to practice a recognized profession whose practice is regulated by law.

BE IT FURTHER RESOLVED that the Mayor and Council hereby directs the Borough Attorney to prepare the Professional Service Agreements for execution and delivery by all of the above professionals.

BE IT FURTHER RESOLVED that the Borough Clerk is hereby directed to cause a notice of the Contract Award to be published as required by law.



RESOLUTION #2020-02

TITLE: APPROVE COUNCIL MEETING DATES FOR THE YEAR 2020

BE IT RESOLVED, pursuant to “Open Public Meetings Law” P.L. 1975, c.231 adopted by the Legislature of the State of New Jersey effective January 1976, the dates, time and place of the meetings to be held by the Mayor and Council of the Borough of Northvale for the year 2020 be and they are as follows:

All Borough Council meetings to be held at the Municipal Center, 116 Paris Avenue, Northvale, New Jersey at 7:00 PM.

REORGANIZATION MEETING

Tuesday, January 7, 2020

COMBINED WORK AND REGULAR MEETINGS – 2nd Wednesday of the month unless otherwise noted with an * due to Holiday

*Tuesday, February 11, March 11, April 8, May 13, June 10, July 8, August 12, September 9, October 14, *Tuesday, November 10, December 9.

SINE DIE

December 29

GRIPE NIGHT

4th Tuesdays of the month at 7:00 PM.

BUDGET WORK SESSIONS

These meetings will be held on Tuesday Evenings at 7:00 PM or Saturdays at 10:30 AM commencing on a date to be determined and will continue until the completion of the 2020 budget.



RESOLUTION #2020-03

TITLE: DESIGNATE DUE DATES FOR TAXES AND INTEREST RATE FOR DELINQUENT TAXES

BE IT HEREBY RESOLVED by the Mayor and Council of the Borough of Northvale, County of Bergen, State of New Jersey, that taxes due the Borough of Northvale, shall be payable on February 1st, May 1st, August 1st and November 1st of each year, with a ten (10) day grace period, after which dates, if unpaid, they shall become delinquent; and

BE IT FURTHER RESOLVED, that from and after the respective dates hereinbefore provided for taxes to become delinquent, the taxpayer on property assessed shall be subject to interest of eight per centum (8%) on the first \$1,500 of delinquent tax payments; and eighteen per centum (18%) on amounts over \$1,500 and the interest shall remain at eighteen per centum (18%) until all delinquent balances are brought current; and

BE IT FURTHER RESOLVED, that the interest rate so stated will revert back to the due date on any installment of taxes received after the expiration of the ten day grace period or as otherwise provided in this resolution; and

BE IT FURTHER RESOLVED, that Chapter 75, Public Laws of 1991 permit a municipality a 6% penalty on delinquent accounts totaling \$10,000.00 as of December 31st of the Current year.

NOW, THEREFORE, BE IT RESOLVED that the Tax Collector shall calculate interest to December 31 to determine delinquent accounts over \$10,000.00;

BE IT FURTHER RESOLVED that the Tax Collector shall inform the so determined taxpayer in writing about this 6% flat fee penalty prior to December 1 of each year.



RESOLUTION #2020-04

TITLE: DESIGNATE OFFICIAL DEPOSITORIES AND SIGNATURES

BE IT RESOLVED, that PNC Bank, Valley National Bank, Bank of New York National Community Division, , Bank of America, Bank of New Jersey, Hudson City Bank, Kearny Federal Bank, JP Morgan Chase Bank, Connect One Bank, New Jersey Cash Management be and they are hereby designated as depositories for the deposit and withdrawal of funds for the Borough of Northvale for the year 2020 and the Chief Financial Officer is hereby directed to deposit funds for the Borough of Northvale to the depositories designated. All checks, with the exception of the payroll and payroll agency account, to be signed by two of the following: the Mayor, the President of the Council, the Chief Financial Officer and Borough Clerk. Checks drawn on the payroll and payroll agency account to be signed by the Chief Financial Officer or Borough Clerk.

BE IT FURTHER RESOLVED, that a facsimile signature of the Borough Clerk may be used by the Chief Financial Officer in cases of extreme emergency.

BE IT FURTHER RESOLVED, that any one of the aforementioned four authorized signers is solely authorized to initiate wire transfers from the Current Account for payment of bond maturities and interest.

BE IT FURTHER RESOLVED, proper signature cards be filed with the respective banks or depositories.



RESOLUTION #2020-05

TITLE: INCLUDE THE FOLLOWING MUNICIPAL QUASI-ENTITIES IN THE BOROUGH'S INSURANCE PROGRAM

WHEREAS, the Borough of Northvale is a participating member of the Bergen County Municipal Joint Insurance Fund, relative to general liability and other coverages; and

WHEREAS, the “Fund” has adopted certain criteria to distinguish between bona fide municipal activities and other quasi-public entities not sponsored by the municipality and, therefore, not subject to coverage by the “Fund”; and

WHEREAS, it has been determined that in order to be covered by the “Fund” an organization or activity meet the test that its function is of the type that historically the Borough has provided with coverage and/or which services a bona fide public purpose typically met by local government, and the benefits of which are available to the municipality in general; and

WHEREAS, the Borough has asked the “Fund” to extend coverage to the following entities:

Class I –

Northvale Volunteer Fire Department

Class II –

Northvale Volunteer Ambulance Corps

Class III –

Northvale Public Library

Golden Age Club

Class IV - Athletic Organizations

Recreation Department Including:

Softball Indoor Soccer

Baseball

Soccer

Basketball

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

Section 1. It is hereby certified that the above listed organization exists within the Borough of Northvale as a bona fide charitable, educational, or recreational activities of the municipality in general and as such are sponsored or subsidized directly or indirectly by the municipality.

Section 2. The Borough of Northvale does hereby request that the activities described herein be covered for general liability coverage in accordance with the applicable limits and restriction.

Section 3. A certified copy of this Resolution shall be filed with the Secretary of the Bergen County Municipal Joint Insurance Fund.



RESOLUTION #2020-06

TITLE: APPROVE APPOINTMENT OF RISK MANAGER CONSULTANT AND AUTHORIZE MAYOR AND BOROUGH CLERK TO SIGN RISK MANAGEMENT CONSULTANT AGREEMENT

WHEREAS, the Borough of Northvale, County of Bergen, State of New Jersey is a current member of the Bergen County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund; and

WHEREAS, the Borough of Northvale desires the services of a Risk Management Consultant to perform various professional services in connection with its membership in the insurance funds; 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 Borough Clerk be and are hereby authorized and directed to execute a Risk Management Consultant's Agreement with Otterstedt Agency and to cause a notice of this decision to be published according to N.J.S.A. 40A:11-5(1) (a) (1); and

BE IT FINALLY RESOLVED that a certified copy of this resolution be forwarded to the Risk Manager.



RESOLUTION #2020-07

TITLE: AUTHORIZE MAYOR MARANA TO SIGN AGREEMENT WITH MUNIDEX FOR SOFTWARE AND HARDWARE MAINTENANCE FOR VARIOUS DEPARTMENTS

BE IT RESOLVED that Mayor Marana be and is hereby authorized to sign the software maintenance agreement with Munidex for the year 2020.



RESOLUTION #2020-08

TITLE: DESIGNATE OFFICIAL NEWSPAPERS

BE IT RESOLVED that the following newspapers are designated as the official news media for the Borough of Northvale, effective January 1, 2020.

The Bergen Record
The Star Ledger



RESOLUTION #2020-09

TITLE: ADOPT A CASH MANAGEMENT PLAN

WHEREAS, NJSA 40A:5-14 requires the Borough of Northvale to adopt a Cash Management Plan; and

WHEREAS, the Borough of Northvale adopts its Cash Management Plan annually; and

WHEREAS, the Cash Management Plan shall be designated to assure to the extent practicable the investment of local funds in interest bearing accounts and may be modified from time to time in order to reflect changes in Federal and State law or regulations;

NOW, THEREFORE, BE IT RESOLVED, that the Borough of Northvale Cash Management Plan be continued for 2020.



RESOLUTION #2020-10

TITLE: AUTHORIZE MAYOR MARANA TO SIGN AGREEMENT WITH CONNOR STRONG RISK MANAGEMENT TO IMPLEMENT THE CDL PROGRAM FOR 2020

BE IT RESOLVED that Mayor Marana is hereby authorized to sign the above mentioned agreement.



RESOLUTION #2020-11

TITLE: APPROVE THE APPOINTMENT OF AN ALTERNATE BOROUGH PROSECUTOR FOR THE 2020 MUNICIPAL COURT SESSIONS

WHEREAS, there exists a need for an Alternate Borough Prosecutors; and

WHEREAS, the Mayor has nominated E. Carter Corrison, Jr., Laura Nunnick and Thomas Randall as Alternate Borough Prosecutors to act in the absence of the Borough Prosecutor and the Council has agreed to accept these nominations;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Northvale hereby appoint the above mentioned as Alternate Borough Prosecutors to act in the absence of the Borough Prosecutor for a term of one (1) year.



RESOLUTION #2020-12

TITLE: APPOINTMENT OF BOROUGH RECYCLING COORDINATOR

BE IT RESOLVED by the Mayor and Council of the Borough of Northvale that Briant Bodrato be and is hereby appointed as the Borough's Recycling Coordinator for the year 2020.



RESOLUTION #2020-13

TITLE: APPROVE 2020 TOWING LICENSES FOR THE NORTHVALE POLICE DEPARTMENT

WHEREAS, the following companies have applied for a 2020 License to provide Towing services for the Northvale Police Department; and

WHEREAS, the Clerk has certified that all of the documents and information required to be provided have been received; and

WHEREAS, the Chief of Police has caused an investigation of the qualifications and facilities to be made and has found that the issuance of a license to the above mentioned companies will not present a danger to the public health, welfare and safety;

WHEREAS, after a consideration of the foregoing and of the provisions of N.J.S.A.40:48-2.49 and Chapter 184 of the Borough Code,

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Northvale:

(1) The issuance of a towing license to the following companies by the Borough Clerk upon her receipt of the prescribed fee and the certificates of insurance and other documents and information set forth as requirements in section 184 of the Borough Code be and hereby is approved and ratified.

Bergen Brookside Towing
DTR Automotive

DeMauro Towing
Rich's Automotive

Emerson Towing
JLS Towing D/B/A Northstar



RESOLUTION #2020-14

TITLE: SUPPORTING MUTUAL AID PLAN AND RAPID DEPLOYMENT FORCE

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., man-made causes, civil unrest, and civil disobedience such as riot, strikes, jail or prison riots, train wrecks, aircraft crashes, major fires, riots, terrorist incidents and bombings, state and national 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 Northvale to participate in mutual aid plan and rapid deployment force in accordance with the plan as submitted by the Bergen County Chief's Association.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Northvale that the Police Department of the Borough of Northvale and under the direction of the Chief of Police, cooperate with the Bergen County Police Chief's Association to create an Interlocal services agreement with all municipalities in the County of Bergen in order to put into place the mutual aid plan and rapid deployment force, and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the County Executive, the Board of Chosen Freeholders, the County Prosecutor and all municipalities in Bergen County.



RESOLUTION #2020-15

TITLE: AUTHORIZING THE BOROUGH CLERK'S OFFICE TO MAINTAIN A PETTY CASH FUND IN THE AMOUNT OF \$100.00

WHEREAS, NJSA 40A:5-21 authorizes the establishment of a Petty Cash Fund for the Clerk's office of the Borough of Northvale; and

WHEREAS, said Petty Cash Fund was established by resolution of the Governing Body of Borough of Northvale; and

WHEREAS, said Petty Cash Fund received approval from the Director of the Division of Local Government Services on September 1, 1991; and

WHEREAS, it is the desire of the Mayor and Council that said fund be continued under the direction of the Borough Clerk;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council, that:

1. During the year 2020, Wanda A. Worner, Borough Clerk, be and is hereby authorized and permitted to establish a Petty Cash Fund in the amount not to exceed \$100.00 pursuant to the provisions of NJSA 40A:5-21. Said Petty Cash Fund will be used by such office or department to pay for claims for small miscellaneous expenses; and

BE IT FURTHER RESOLVED, that this resolution shall be forwarded to the Director of the Division of Local Government Services for his/her records.



RESOLUTION #2020-16

TITLE: AUTHORIZING THE SENIOR CENTER TO MAINTAIN A PETTY CASH FUND IN THE AMOUNT OF \$100.00

WHEREAS, NJSA 40A:5-21 authorizes the establishment of a Petty Cash Fund for the Senior Center of the Borough of Northvale; and

WHEREAS, said Petty Cash Fund was established by resolution of the Governing Body of the Borough of Northvale; and

WHEREAS, said Petty Cash Fund received approval from the Director of the Division of Local Government Services on December 26, 1995; and

WHEREAS, it is the desire of the Mayor and Council that said fund be under the temporary direction of the Senior Center Director;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council, that:

1. During the year 2020, the Senior Center Director be and is hereby authorized and permitted to establish a Petty Cash Fund in the amount not to exceed \$100.00 pursuant to the provisions of NJSA 40A:5-21. Said Petty Cash Fund will be used by such office or department to pay for claims for small miscellaneous expenses.

BE IT FURTHER RESOLVED, that this resolution shall be forwarded to the Director of the Division of Local Government Services for his/her records.



RESOLUTION #2020-17

TITLE: AUTHORIZING THE BOROUGH OF NORTHVALE TO ENTER INTO A COOPERATIVE PRICING AGREEMENT

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to enter into Cooperative Pricing Agreements; and

WHEREAS, the Borough of Northvale hereinafter referred to as the “Lead Agency” has offered voluntary participation in a Cooperative Pricing System for the purchase of work, materials and supplies; and

WHEREAS, the Borough of Northvale, County of Bergen, State of New Jersey, desires to participate in the Riverside Cooperative;

NOW, THEREFORE, BE IT RESOLVED on the 7th day of January, 2020, the Mayor and Council of the Borough of Northvale, County of Bergen, State of New Jersey, as follows:

TITLE

This Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the Borough of Northvale

AUTHORITY

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

CONTRACTING UNIT

The Lead Agency entering into contracts on behalf of the Borough of Northvale shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40-11-11, et. seq.) and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.



RESOLUTION #2020-18

TITLE: APPOINTMENT OF PUBLIC AGENCY COMPLIANCE OFFICER

WHEREAS, in accordance with NJAC 17:27-3.5 a Public Agency must annually designate an officer to serve as its Public Agency Compliance Officer; and

WHEREAS, the Public Agency Compliance Officer is responsible for assuring that no public contract may be awarded nor any monies paid until the contractor has agreed to contract performance which complies with the approve Affirmative Action Plan; and

WHEREAS, it is deemed necessary that the Public Agency (Borough of Northvale) shall designate an officer or employee to serve as the Public Agency Compliance Officer (P.A.C.O.), whose name, title, business address, telephone number and fax number shall be forwarded to the State Affirmative Action Office by January 10, of every year; and

WHEREAS, the P.A.C.O. is the liaison official for matters concerning P.L. 1975, c. 127 and should have the authority to make the appropriate correction(s) to the Borough of Northvale’s contracting procedures, if required;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Northvale hereby appoint Wanda A. Worner, RMC, as Public Agency Compliance Officer in the Borough of Northvale for the year 2020 and that the clerk is hereby directed to file a copy of this resolution with the Department of Treasury, Affirmative Action Office, CN-209, Trenton, New Jersey 08625-0209.



RESOLUTION #2020-19

TITLE: AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF CLOSTER FOR THE USE OF THE POLICE FIREARMS TRAINING FACILITY

WHEREAS, the Borough of Northvale (“Northvale”) and the Borough of Closter (“Closter”) intend to enter into a shared services agreement for the use by Northvale’s Police Department employees of the Closter Police Department Firearms Training Facility (“Facility”), located at 233 Blanch Avenue, Closter, New Jersey; and

WHEREAS, an agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 to 65.35, is necessary to delineate the rights and responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Northvale that:

1. A shared services agreement between Northvale and Closter is hereby authorized for the above referenced purposes, to be on the terms set forth in the Closter Police Firearms Training Facility, Standard Operating Procedures, the terms of which are incorporated herein; and

2. This agreement authorization is contingent upon receipt of a concurring resolution from Closter. Upon receipt of Closter's duly adopted concurring resolution, the Mayor and the Borough Clerk are authorized to execute the necessary agreement in a form to be approved by the Borough Attorney.

OLD TAPPAN USE OF NORTHVALE FIREARMS FACILITY

BE IT FURTHER RESOLVED, by the Mayor and Council of the Borough of Northvale that the Mayor and the Borough Clerk are hereby authorized to sign an agreement for the Borough of Old Tappan to use Northvale's training facility for their firearms training.



RESOLUTION #2020-20

TITLE: MUTUAL AID AND ASSISTANCE AGREEMENT – TAPPAN FIRE DISTRICT

WHEREAS: It is the intention of the undersigned municipalities, its Fire Departments and respective Fire Companies, to enter into a mutual aid and assistance program pursuant to law as may be amended or modified by the following provisions in this agreement.

WHEREAS: This agreement is intended to supersede any earlier agreements which may have been signed by the parties hereto.

WHEREAS: This agreement shall be by and between the following boroughs, towns, municipalities, Fire Departments and Companies and the parties agree to be bound thereby.

Tappan Fire District - New York

Borough of Northvale - New Jersey

WHEREAS: This agreement shall become effective upon execution by all the parties hereto and shall remain in effect as to those parties unless and until a signator herein shall in writing notify all the remaining parties of its intention to be released from further obligations pursuant to the agreement and this intent to withdraw from the mutual aid and assistance program by given on thirty (30) day written notice. The agreement thereafter shall remain in full force and effect as regards the remaining signators herein.

THEREFORE: The parties hereto have formed a mutual aid and assistance program which upon proper request, transfer apparatus, equipment and personnel between the territories of the undersigned for the purpose of firefighting, covering up, drills and other emergency conditions as may reasonably require the aid and assistance of some or all of the parties hereto.

WHEREAS: The call for aid shall be limited to and regulated by the total resources as prepared by each Fire Department and made a part hereof.

THEREFORE: The following terms and conditions shall be made part of the agreement:

FIRST: In the event of an emergency, the Chief or incident commander of any municipal Fire Department which Department is a signator of this agreement or the Mayor of any municipality may request from the Chief or head of the Fire Department of any other municipality, which is a signator of this agreement, assistance to protect life or property outside the normal territorial limits of the Department to which such request is directed. Further, the Chief or head of any Department may request of the Chief or head of any other member Fire Department, its firefighters and apparatus upon reasonable notice to be agreed upon by the parties, for a drill or drills as may be deemed necessary or proper.

SECOND: The call for assistance or aid by any Department for emergency or drill must in all case be transmitted through the dispatched. Whenever possible, the Department so requesting shall issue route instructions, location of hazard, to direct the responding departments to its desired position.

THIRD: The Fire Chief or his designated assistant or assistants of the borough requesting aid shall be in charge of the scene and operation.

FOURTH: Any material change in the total resources as made a part hereof must be communicated immediately by telephone to each other member Department and within one (1) week thereafter confirmed in writing.

FIFTH: Full insurance coverage must be carried by all parties hereto.

SIXTH: There shall be semi-annual meetings of the Department and at each meeting there must be representation by a responsible officer of each Fire Department, which officer is authorized to act on behalf of his respective Department. The scheduling of the regular meetings shall hereafter be mutually agreed upon.

SEVENTH: There shall be no charge imposed against any member municipality receiving assistance for the apparatus, equipment or personnel responding from any other member municipality.

EIGHTH: If any member of such other Fire Department shall, in rendering such assistance, suffer any casualty or death, he or his designee or legal representative shall be entitled to all rights and privileges, workman's compensation, insurance benefits or other benefits to which such member would be entitled if such casualty or death occurred in the performance of his duties in the municipality or other territorial jurisdiction rendering such assistance.

NINTH: Should any party hereto fail to meet its obligations pursuant to this agreement and after proper investigation it is found that the department has repeatedly or deliberately or willfully violated the spirit and purpose of this agreement by its failure to properly respond or conduct itself in responding, the shall be dropped from this mutual aid and assistance program upon unanimous vote of the remaining members after written notice is sent to the accused member of the intent to drop said member. The written notice must be sent to all signators to this agreement setting forth the charges in detail. Thereafter, the accused party at a special meeting of all parties may present its position and/or defense of the charges. At that meeting or thereafter as the parties may agree, a vote to dismiss shall be called for.



RESOLUTION #2020-21

TITLE: MUTUAL AID AND ASSISTANCE AGREEMENT – SPARKILL – PALISADES FIRE DISTRICT

WHEREAS: It is the intention of the undersigned municipalities, its Fire Departments and respective Fire Companies, to enter into a mutual aid and assistance program pursuant to law as may be amended or modified by the following provisions in this agreement.

WHEREAS: This agreement is intended to supersede any earlier agreements which may have been signed by the parties hereto.

WHEREAS: This agreement shall be by and between the following boroughs, towns, municipalities, Fire Departments and Companies and the parties agree to be bound thereby.

Sparkill - Palisades Fire District - New York Borough of Northvale - New Jersey

WHEREAS: This agreement shall become effective upon execution by all the parties hereto and shall remain in effect as to those parties unless and until a signator herein shall in writing notify all the remaining parties of its intention to be released from further obligations pursuant to the agreement and this intent to withdraw from the mutual aid and assistance program by given on thirty (30) day written notice. The agreement thereafter shall remain in full force and effect as regards the remaining signators herein.

THEREFORE: The parties hereto have formed a mutual aid and assistance program which upon proper request, transfer apparatus, equipment and personnel between the territories of the undersigned for the purpose of firefighting, covering up, drills and other emergency conditions as may reasonably require the aid and assistance of some or all of the parties hereto.

WHEREAS: The call for aid shall be limited to and regulated by the total resources as prepared by each Fire Department and made a part hereof.

THEREFORE: The following terms and conditions shall be made part of the agreement:

FIRST: In the event of an emergency, the Chief or incident commander of any municipal Fire Department which Department is a signator of this agreement or the Mayor of any municipality may request from the Chief or head of the Fire Department of any other municipality, which is a signator of this agreement, assistance to protect life or property outside the normal territorial limits of the Department to which such request is directed. Further, the Chief or head of any Department may request of the Chief or head of any other member Fire Department, its firefighters and apparatus upon reasonable notice to be agreed upon by the parties, for a drill or drills as may be deemed necessary or proper.

SECOND: The call for assistance or aid by any Department for emergency or drill must in all case be transmitted through the dispatched. Whenever possible, the Department so requesting shall issue route instructions, location of hazard, to direct the responding departments to its desired position.

THIRD: The Fire Chief or his designated assistant or assistants of the borough requesting aid shall be in charge of the scene and operation.

FOURTH: Any material change in the total resources as made a part hereof must be communicated immediately by telephone to each other member Department and within one (1) week thereafter confirmed in writing.

FIFTH: Full insurance coverage must be carried by all parties hereto.

SIXTH: There shall be semi-annual meetings of the Department and at each meeting there must be representation by a responsible officer of each Fire Department, which officer is authorized to act on behalf of his respective Department. The scheduling of the regular meetings shall hereafter be mutually agreed upon.

SEVENTH: There shall be no charge imposed against any member municipality receiving assistance for the apparatus, equipment or personnel responding from any other member municipality.

EIGHTH: If any member of such other Fire Department shall, in rendering such assistance, suffer any casualty or death, he or his designee or legal representative shall be entitled to all rights and privileges, workman's compensation, insurance benefits or other benefits to which such member would be entitled if such casualty or death occurred in the performance of his duties in the municipality or other territorial jurisdiction rendering such assistance.

NINTH: Should any party hereto fail to meet its obligations pursuant to this agreement and after proper investigation it is found that the department has repeatedly or deliberately or willfully violated the spirit and purpose of this agreement by its failure to properly respond or conduct itself in responding, the shall be dropped from this mutual aid and assistance program upon unanimous vote of the remaining members after written notice is sent to the accused member of the intent to drop said member. The written notice must be sent to all signators to this agreement setting forth the charges in detail. Thereafter, the accused party at a special meeting of all parties may present its position and/or defense of the charges. At that meeting or thereafter as the parties may agree, a vote to dismiss shall be called for.



RESOLUTION #2020-22

TITLE: A RESOLUTION APPOINTING WANDA A. WORNER AS THE MUNICIPAL HOUSING LIAISON FOR THE BOROUGH OF NORTHVALE

WHEREAS, the Borough of Northvale has petitioned the Superior Court of New Jersey for a Declaratory Judgment that its Housing Element and Fair Share Plan is compliant with its constitutional obligation to provide its fair share of the regional need for very-low, low, and moderate income housing; and

WHEREAS, the Borough's Housing Element and Fair Share Plan will result in the creation of housing units affordable to and intended for occupancy solely by qualified very-low, low, and moderate income households; and

WHEREAS, the Borough Council of the Borough of Northvale has determined to appoint and designate Wanda Worner as its Municipal Housing Liaison, to fulfill the duties set forth in Ordinance #820-2006 (adopted May 10, 2006), creating the position of Municipal Housing Liaison; and

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Northvale, County of Bergen, that the Borough of Northvale hereby appoints Wanda A. Worner as its designated Municipal Housing Liaison.



RESOLUTION #2020-23

TITLE: GOVERNING BODY CERTIFICATION OF COMPLIANCE WITH THE UNITED STATES EQUAL OPPORTUNITY COMMISSION'S "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"

WHEREAS, N.J.S.A 40A:4-5 as amended by P.L. 2017, c.183 requires that the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under title VII of the Civil Rights Act of 1964" *as amended*, 42

U.S.C. § 200e *et. seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Northvale, hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Borough Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.



RESOLUTION #2020-24

TITLE: INTERBORO MUTUAL AID GROUP AGREEMENT

WHEREAS, it is the intent of the undersigned municipalities, its fire departments and respective fire companies to enter into a mutual aid and assistance program pursuant to and required by law as set forth in NJAC 5:75A-2.2, and

WHEREAS, this agreement is intended to supersede any earlier agreements which may have been signed between the parties hereto, and

WHEREAS, this agreement shall be by and between the following borough's, towns, municipalities, fire departments and fire companies and the parties agree to be bound thereby,

Alpine	Dumont	Norwood
Bergenfield	Harrington Park	Old Tappan
Closter	Haworth	Rockleigh
Cresskill	New Milford	Tenafly
Demarest	Northvale	

WHEREAS, it is necessary to have an agreement to define the obligations and duties of the parties of the Interboro Mutual Aid Group;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties covenant and agree as follows:

- (1) Call for assistance: All calls for assistance among the Mutual Aid members shall be made through the dispatch facility of the department or municipality requiring assistance to the dispatch facility for the town from which assistance is requested. The request for assistance shall come from the Fire Chief or other ranking officer in charge of the fire or emergency incident. The town(s) requesting the assistance shall give the following information: location of the fire or emergency incident, route to be taken, and type of equipment requested. Towns requesting assistance shall have a police radio car on the town boundary line to meet the apparatus and escort them to the location of the fire or emergency incident if needed.
- (2) The Fire Chief, Deputy Fire Chief, Assistant Fire Chief or ranking officer in charge of the fire department that called for assistance shall be in charge of the fire or emergency incident in accordance with NJAC 5:75 *et. seq.* Apparatus reporting in from other towns shall report to the Staging Officer or other appropriate Commander at the scene prior to placing apparatus and personnel to work.

- (3) There shall be no charge imposed against any member municipality or department receiving personnel, apparatus or equipment.
- (4) Cost recovery may only be imposed where permitted by the New Jersey Uniform Fire Code; federal, state and local laws allowing for cost recovery involving hazardous material incidents; or cost recovery that is considered recoverable under law from responsible parties.
- (5) Each of the undersigned municipalities agrees to assume the cost of loss or damage to its own equipment.
- (6) It is understood and agreed that in the event of the failure of any of the departments to respond to the call for assistance, the department and municipality failing to respond shall in no way be liable.

It is understood that the Agreement will take effect and be operative by all municipalities and departments that sign same until such time as any municipality or department provides notice of their intent to withdraw from the mutual aid group. A 30-day written notice shall be given by any party to this Agreement of their intention to withdraw from this Agreement. The agreement shall remain in full force thereafter as regards the remaining signators.



RESOLUTION #2020-25

TITLE: RESOLUTION FOR EMPLOYEE HEALTH BENEFITS WAIVER

WHEREAS, the Borough of Northvale (“the Borough”) is a participating member of the New Jersey State Health Benefits Plan (“SHBP”); and

WHEREAS, N.J.S.A. 52:14-17.31a authorizes participating municipalities to provide financial incentives to eligible employees who waive coverage provided by the Borough if the employee has access to other health care coverage; and

WHEREAS, N.J.S.A. 52:14-17.31a(c) allows municipalities to pay eligible employees waiving SHBP coverage up to 25% or \$5,000, whichever is less, of the amount saved by the employer; and

WHEREAS, the waiver of such coverage by eligible employees would annually save the Borough substantial dollars in the payment of duplicative health care premiums for employees who have access to coverage elsewhere.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Northvale in the County of Bergen, State of New Jersey that the General Ordinances of the Borough governing Medical Insurance is hereby supplemented or amended as follows:

Medical Insurance Waiver:

Incentives for the waiver of health benefits coverage for eligible Borough employees shall be permitted pursuant to N.J.S.A. 52:14-17.31a-c as follows:

1. Borough employees who are eligible for health benefits coverage are permitted to waive such coverage and receive consideration for such waiver in the amount of 25% or \$5,000, whichever is less, of the amount saved if the employee can demonstrate that they have alternative coverage through the completion of a SHBP waiver form.
2. Borough employees who have waived health benefits coverage may reinstate such coverage in the event that they can demonstrate, by notice in writing, that their alternative coverage has been terminated. An employee who resumes coverage shall repay, on a pro rata basis, any amount received from the employer which represents an advance payment for a period of time during which coverage is resumed.
3. The health benefits waiver incentive shall not apply to any retiree.

4. The health benefits waiver incentive shall not apply to any part-time, elected or appointed official who may be eligible for SHBP participation in the Borough.
5. Any eligible employee who has waived health benefits coverage may reinstate such coverage for any reason during open enrollment periods even if alternative coverage remains available to them.



RESOLUTION #2020-26

TITLE: ADOPTING AN E-MAIL AND INTERNET CODE OF CONDUCT

WHEREAS, the Mayor and Council are desirous of supplementing the Borough's Personnel Policy to establish an E-Mail and Internet Code of Conduct;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Northvale, County of Bergen, State of New Jersey, that the Borough of Northvale Personnel Policy is hereby supplemented by the addition of the following:

(1) ***E-Mail and Internet Code of Conduct***

- (a) ***Statement of Purpose.*** Access to the Internet has been provided to public employees for the benefit of the Borough of Northvale and its residents. It allows employees to connect to information resources around the state, the country and the world. Every employee has a responsibility to maintain and enhance the Borough's public image and to use the Internet in a productive manner. To ensure that all employees are responsible, productive Internet users and are protecting the Borough's public image, the following guidelines have been established for using the Internet.
- (b) ***Acceptable uses of the Internet.*** Employees accessing the Internet are representing the Borough. All communications should be for professional reasons. Employees are responsible for seeing that the Internet is used in an effective, ethical and lawful manner. Databases may be accessed for information as needed. E-mail may be used for business contacts.
- (c) ***Unacceptable uses of the Internet.*** The Internet should not be used for personal gain or advancement of individual views. Solicitation of non-Borough business or any use of the Internet for personal gain is strictly prohibited. Use of the Internet must not disrupt the operation of the company network or the network of other users. It must not interfere with your productivity.
- (d) ***E-Mail communications.***
 - i. All employees are responsible for the content of all text, audio or images that they place and send over the Internet. Fraudulent, harassing or obscene messages are prohibited. All messages communicated on the Internet should have the sender's name attached. No messages will be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane or offensive language may be transmitted through the system. Employees who wish to express personal opinions on the Internet are encouraged to obtain their own names on other Internet systems.
 - ii. Notwithstanding the Borough's right to read and retrieve any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve

or read any e-mail messages that are not sent to them. Any exception to this policy must receive prior approval from a supervisor. Employees should not attempt to gain access to another employee's messages without the latter's permission.

- (e) **Software.** To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software.
- (f) **Copyright issues.** Copyrighted materials belonging to entities may not be transmitted by Borough employees on the Internet. One copy of the copyrighted material may be downloaded for your own personal use in research. Users are not permitted to copy, transfer, rename and/or delete information or programs belonging to other users unless given express permission to do so by the owner.
- (g) **Security.** All messages created, sent or retrieved over the Internet are the property of the Borough of Northvale. The Borough reserves the right to access and monitor all messages and files on the computer system as deemed necessary and appropriate. The confidentiality of any messages should not be assumed. Even when a message is erased, it is possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. All communications, including text and images, can be disclosed to law enforcement or other third parties without prior consent of the sender or receiver.
- (h) **Harassment.** Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual's or group's race, religion, national origin, physical attributes or sexual preference may be transmitted.
- (i) **Violation.** Violations of any guidelines listed above will be presented to the department supervisor. It may result in disciplinary action up to and including termination.

BE IT FINALLY RESOLVED, that a copy of this Resolution be forwarded to all Borough Employees.



RESOLUTION #2020-27 – REMOVED



RESOLUTION #2020-28

TITLE: APPROVE THE 2020 TEMPORARY BUDGET

WHEREAS, Section 40A:4-19 of the Revised Statutes of the Local Budget Act provides that, where any contract, commitments or payments are to be made prior to the adoption of the 2020 budget, temporary appropriations be made for the purposes and amounts required in the manner and time therein provided; and

WHEREAS, the Director of Local Government Services has authorized that the Temporary Budget for the year 2020 cannot exceed twenty six and one-fourth (26.25%) percent of the prior years appropriations; and

WHEREAS, temporary appropriations are limited to twenty six and one-fourth percent (26.25%) of the total appropriations of the 2019 budget (\$9,171,590.00) exclusive of any appropriations made for debt service (\$706,447.00), capital improvement fund (\$25,000.00) and for public assistance (\$0.00), in the said 2019

Budget, is the sum of \$2,215,537.54 plus Debt Service \$904,175.00 and Capital Improvement Fund \$25,000, for a total \$3,144,712.54.;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Northvale, County of Bergen, 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.

Mayor and Council	
Salaries and Wages	8,000.00
Other Expenses	500.00
Administration & Executive	
Salaries and Wages	32,000.00
Other Expenses	30,000.00
Financial Administration	
Salaries and Wages	20,000.00
Other Expenses	5,000.00
Collection of Taxes	
Salaries and Wages	17,000.00
Other Expenses	3,000.00
Assessment of Taxes	
Salaries and Wages	6,000.00
Other Expenses	1,500.00
Legal Services & Costs	
Other Expenses	25,000.00
Engineering Services	
Other Expenses	25,000.00
Municipal Land Use Planning Bd.	
Salaries and Wages	1,500.00
Other Expenses	3,000.00
Municipal Court	
Salaries and Wages	21,000.00
Other Expenses	2,000.00
Public Defender	
Salaries and Wages	2,000.00
Prosecutor	
Salaries and Wages	4,000.00
Police	
Salaries and Wages	500,000.00
Other Expenses	50,000.00
Ambulance	
Other Expenses	1,000.00
Fire	
Other Expenses	13,000.00
Fire House Rental	11,000.00
Fire Hydrant Service	22,000.00
Fire Prevention Bureau	
Salaries and Wages	11,000.00
Other Expenses	1,000.00
Public Works	
Salaries and Wages	170,000.00

Other Expenses	35,000.00
Garbage & Trash Removal	
Solid Waste Collection	65,000.00
Solid Waste Disposal	65,000.00
Recycling	
Salaries and Wages	2,000.00
Other Expenses	3,000.00
Buildings & Grounds	
Other Expenses	12,000.00
Sewer Maintenance	
Other Expenses	7,000.00
Vehicle Maintenance – Sr. Van Driver	
Salaries and Wages	6,000.00
Other Expenses	500.00
Board of Health	
Salaries and Wages	5,000.00
Other Expenses	8,500.00
Animal Control	
Other Expenses	2,000.00
James F. McGuire Memorial Center	
Salaries and Wages	11,000.00
Other Expenses	11,000.00
Parks & Playgrounds	
Other Expenses	7,000.00
Senior Trips Other Expenses	3,000.00
Public Events Celebration Other Exp	5,000.00
Uniform Construction Code	
Salaries and Wages	28,000.00
Other Expenses	2,500.00
Code Compliance	
Salaries and Wages	5,000.00
Other Expenses	500.00
Utilities	
Electricity	20,000.00
Street Lighting	20,000.00
Telephone	10,000.00
Water	10,000.00
Gas	10,000.00
Gasoline	15,000.00
Sewer Authority (BCUA)	155,000.00
Insurance	
Liability Insurance	135,000.00
Other Insurance	3,000.00
Group Insurance Plan Employees	150,000.00
DCRP	500.00
Public Library	90,000.00
Social Security System	67,000.00
	50,000.00

LOSAP

Radio Services – Inter-borough 20,000.00

TOTAL APPROPRIATIONS: \$ 2,025,000.00

CAPITAL IMPROVEMENT FUND \$ 25,000.00

DEBT SERVICE \$ 904,175.00

TOTAL TEMPORARY APPROPRIATIONS \$ 2,954,175.00



RESOLUTION #2020-29

TITLE: AUTHORIZE THE TAX COLLECTOR TO CANCEL 2020 PRELIMINART TAX DUE TO TAX EXEMPT STATUS FOR A RELIGIOUS ORGANIZATION

WHEREAS, Cho Dae Presbyterian Church NJ has been granted Tax Exempt Status for a Religious Organization for the 2020 Tax Year effective January 1, 2020; and

WHEREAS, the cancellation of Preliminary 2020 Taxes for Block 1007 Lots 1 & 2 are listed below:

Assessed To	Property Location	Amount	Year
Cho Dae Presbyterian Church	119 Rockland Avenue	89,508.00	2020
Cho Dae Presbyterian Church	150 Railroad Avenue	5,342.00	2020

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Northvale, that the Tax Collector is hereby authorized to cancel Preliminary 2020 Taxes in the amount of \$89,508.00 for Lot 1 and \$5,342.00 for Lot 2 of Block 1007 from the tax records.

OPEN PUBLIC HEARING – Consent Agenda Resolutions only at this time.

Name	Yes	No	Absent	Abstain
Councilman Argiro	=	=	=	=
Councilman DeLisio	=	=	=	=
Councilman Devlin	=	=	=	=
Councilman McGuire	=	=	=	=
Councilman Shepard	=	=	=	=
Councilman Sotiropoulos	=	=	=	=

ORDINANCES – 1st reading – (*public hearing and adoption on February 11, 2020)

Motion	Second	Name
=	=	Councilman Argiro
=	=	Councilman DeLisio
=	=	Councilman Devlin
=	=	Councilman McGuire
=	=	Councilman Shepard
=	=	Councilman Sotiropoulos

ORDINANCE #1015-2019 - AN ORDINANCE TO FIX THE SALARIES, WAGES AND COMPENSATION OF DPW CONTRACT EMPLOYEES OF THE BOROUGH OF NORTHVALE, COUNTY OF BERGEN AND STATE OF NEW JERSEY (year 4 of 5 year contract – 1.75%)

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF NORTHVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, as follows:

Section 1. The Department of Public Works Contract Employees shall consist of two (2) Working Foreman/DPW Worker and as many DPW workers as may be deemed necessary, and the following annual salaries shall be paid retroactive to January 1, 2020.

**DEPARTMENT OF PUBLIC WORKS SALARY SCHEDULE
EMPLOYEES HIRED BEFORE JANUARY 1, 1995**

2020	2020
Less than 1 year of service	\$42,330.88
Beginning 2nd year of service	\$66,260.11
Beginning 3rd year of service	\$74,052.57
Beginning 4th year of service and thereafter	\$81,845.02
Working Foreman	\$8,702.48
C-2 License	\$700.00

**DEPARTMENT OF PUBLIC WORKS SALARY SCHEDULE
EMPLOYEES HIRED AFTER JANUARY 1, 1995**

2020	2020
Less than 1 year of service	\$46,747.74
Beginning 2nd year of service	\$54,878.72
Beginning 3rd year of service	\$66,259.92
Beginning 4th year of service	\$74,052.57
Beginning 5th year of service	\$81,845.02
Working Foreman	\$8,702.48
C-2 License	\$700.00

All Employees, regardless of date of hire, in this bargaining unit shall receive a CDL stipend payable by separate check, before June 1 of the year in which it is due as follows:

Effective 1/1/20	\$2,200.00
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Section 2. In addition to the compensation set forth in Section 1, each full time employee of the Borough of Northvale shall receive longevity pay as follows:

EMPLOYEES HIRED BEFORE JANUARY 1, 1995

- 2% of the base annual pay after 5 years of service
- 4% of the base annual pay after 9 years of service
- 6% of the base annual pay after 13 years of service
- 8% of the base annual pay after 17 years of service
- 10% of the base annual pay after 21 years of service

EMPLOYEES HIRED AFTER JANUARY 1, 1995

Effective January 1, 1995, longevity pay will no longer be granted to any employees hired after January 1, 1995.

This shall be paid in two installments with first pay check in July and first pay check in December of each year, and is not to exceed \$7,500.00 in any one year.

Section 3. The Superintendent of Public Works will designate a member of the Department each week to be available on a Saturday, Sunday or Holiday. Such time will be classified as "Stand By" time and shall be paid at the rate of \$200.00 per day.

Section 4. Each new and existing employee of the Department of Public Works shall receive \$1,800.00, effective January 1, 2019 for clothing allowance. Clothing allowance shall be paid by separate check in 2 (two) equal installments. The 1st (first) payment shall be in the 1st (first) pay period of each year and the 2nd (second) payment shall be during the 1st (first) pay period in July of each year.

Section 5. Time in excess of forty (40) hours per week for all full time employees is to be paid at the rate of time and one-half.

Section 6. All full time employees of the Department of Public Works shall be paid bi-weekly.

Section 7. All ordinances and parts of ordinances inconsistent herewith are repealed.

Section 8. This Ordinance shall take effect immediately after passage and publication according to law.



ORDINANCE #1016-2019 - AN ORDINANCE TO FIX THE SALARIES, WAGES AND COMPENSATION OF POLICE EMPLOYEES OF THE BOROUGH OF NORTHVALE, COUNTY OF BERGEN AND STATE OF NEW JERSEY. (year 4 of 6 year contract – 2.0%)

BE IT ORDAINED by the Mayor and Council of the Borough of Northvale, County of Bergen, State of New Jersey, as follows:

Section 1. That the following annual salaries, wages and compensation shall be paid to Police Employees of the Borough of Northvale in the amounts set forth opposite their respective title and commencing on January 1, 2020 through December 31, 2020:

EMPLOYEES HIRED PRIOR TO 01-01-2012

Lieutenant	139,336.00
Sergeant	130,801.00
Patrolman	
Beginning:	
Sixth year	123,971.00
Fifth year	108,625.00
Fourth year	93,253.00
Third year	77,886.00
Second year	62,504.00
First year	49,811.00
Training pay	43,970.00

EMPLOYEES HIRED AFTER 01-01-2012

Lieutenant	139,336.00
Sergeant	130,801.00
Patrolman	
Beginning:	
Seventh year	123,971.00
Sixth year	99,499.00
Fifth year	97,890.00
Fourth year	84,849.00
Third year	71,810.00
Second year	59,768.00
First year	53,176.00
Training pay	40,013.00

Section 2. In addition to the compensation set forth in Section 1, each full time member of the Police Department hired before January 1, 2012, shall receive longevity pay as follows:

- 2% of annual base pay after 7 years of service
- 4% of annual base pay after 10 years of service
- 6% of annual base pay after 13 years of service
- 8% of annual base pay after 17 years of service

10% of annual base pay after 21 years of service

The following longevity schedule will take effect for all employees hired after January 1, 2012:

1.5% of annual base pay after 8 years of service
3% of annual base pay after 10 years of service
5% of annual base pay after 13 years of service
8% of annual base pay after 17 years of service
10% of annual base pay after 21 years of service

If an employee reaches a higher plateau of longevity entitlement at any time during the calendar year, then said employee shall be entitled to receive the full value of the higher plateau.

Section 3. Time in excess of the basic work week or tour for a day performed by a Lieutenant, Sergeant or Patrolman shall be compensated for at the rate of time and one-half.

Section 4. Each full-time member of the Police Department under Contract shall receive a lump sum compensation for thirteen (13) holidays, payable between December 1 and 5, 2020.

Section 5. There shall be paid to each full-time member of the Police Department during the year of attainment of college credits towards a Police Science Degree and in each year of service thereafter the sum of:

\$ 300.00 upon completion of 25 credits
\$ 600.00 upon completion of 45 credits
\$1,000.00 upon completion of an Associate's Degree
\$1,500.00 upon completion of a Bachelor's Degree

Where an employee qualifies for a higher plateau of credits during the first half of a calendar year (January 1 through June 30), then said employee shall be entitled to higher educational incentive payments starting the first day of July 1 of that same year and in each year of service thereafter. In the event that an Employee qualifies for a higher plateau of credits during the last half of the calendar year (July 1 through December 31), then the entitlement to higher educational compensation shall commence with the following January 1 and in each year of service thereafter.

Section 6. All full time employees of the Police Department shall be paid bi-weekly.

Section 7. All ordinances or parts of ordinances inconsistent herewith are repealed.

Section 8. This ordinance shall take effect immediately after passage and publication according to law.



ORDINANCE # 1017-2020

AN ORDINANCE TO FIX THE SALARIES, WAGES AND COMPENSATION OF CERTAIN EMPLOYEES OF THE BOROUGH OF NORTHVALE, COUNTY OF BERGEN AND STATE OF NEW JERSEY

BE IT ORDAINED, by the Mayor and Council of the Borough of Northvale, County of Bergen, State of New Jersey, as follows:

Section 1. The employees herein designated shall be paid up to the annual salaries as follows:

POSITION/TITLE	2020 SALARY
Mayor	5,802.00
Council Members	4,094.00
Borough Clerk	82,137.00
Safety Director	500.00
Election Official	500.00
Clerk Typist	31,986.00
Deputy Clerk	2,563.00
Information Technology Coordinator	4,000.00
Chief Financial Officer	32,000.00
Accounting Assistant	36,211.00
Qualified Purchasing Agent	4,000.00
Tax Collector	66,449.00
Tax Assessor	5,000.00
Assistant to Tax Assessor	17,267.00
Planning Zoning Secretary	4,770.00
OEM Coordinator	1,326.00
Construction Code Official	22,777.00
UCC Sub-code Official	9,368.00
Fire Sub-code Official	9,705.00
Electrical Sub-code Official	11,512.00
Plumbing Sub-code Official	9,666.00
Construction Code Technical Assistant	48,354.00
Code Compliance Officer	17,120.00
Code Compliance Secretary	1,882.00
Fire Prevention Officer	19,455.00
Fire Prevention Inspector	7,123.00
Fire Prevention Inspector	9,666.00
Fire Prevention Secretary	2,674.00
Magistrate	27,448.00
Acting Judge	125.00 per session
Court Administrator	30,000.00
Deputy Court Clerk / Violations Clerk	Up to 25.00 per hour
Recording Clerk	Up to 25.00 per hour
Municipal Court Attendant	75.00 per session
Prosecutor	13,307.00
Public Defender	5,210.00
DPW Superintendent	98,936.00
DPW Part-time / Seasonal Worker	10.00 – 15.00 per hour
DPW Full-time / Building Custodian	40,233.00
Recycling Coordinator	3,580.00
Recycling / DPW Secretary	3,904.00
Registrar of Vital Statistics	7,311.00
Deputy Registrar	5,232.00
Board of Health Secretary	2,764.00
Pest Control Officer	4,095.00
Special Events Coordinator	5,088.00
Senior Center Director	38,977.00
Senior Center Bookkeeper	Up to 15.00 per hour
Senior Center Kitchen Aide	Up to 12.50 per hour
Senior Center – Office Help	Up to 14.00 per hour
Senior Van Driver	Up to 18.00 per hour
Fire Department Engineer	1,700.00
Library Director	65,000.00
Youth Services Librarian (NJ Certified)	44,100.00
Library Assistant	14.00 – 18.50 per hour
Library Monitor / Page	Up to 12.00 per hour

Library Custodian	Up to 15.00 per hour
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Section 2. The compensation of Special Police and School Crossing Guards shall be as follows:

School Crossing Guards - per hour \$ 22.31

Section 3. In addition to the compensation set forth in Section 1, each full time employee of the Borough of Northvale shall receive longevity pay as follows:

- 2% of the base annual pay after 5 years of service
- 4% of the base annual pay after 9 years of service
- 6% of the base annual pay after 13 years of service
- 8% of the base annual pay after 17 years of service
- 10% of the base annual pay after 21 years of service

If an employee reaches a higher plateau of longevity entitlement at any time during the calendar year, then said employee shall be entitled to receive the full value of the higher plateau in that calendar year.

Non-contractual employees hired after January 1, 1993 are not eligible for longevity.

Section 4. Time in excess of forty (40) hours per week for all full time employees is to be paid at the rate of time and one-half excluding all statutory appointments.

Section 5. All full time Borough employees and School Crossing Guards shall be paid bi-weekly, or as determined by resolution of the Mayor and Council.

Section 6. Sick leave policies for all employees other than D.P.W. Contract and Police Contract employees are in accordance with Administrative Rules, Regulations and Practices.

Section 7. All ordinances or parts of ordinances inconsistent herewith are repealed.

Section 8. Salaries, wages and compensation herein set forth shall be retroactive to January 1, 2020.

Section 9. This ordinance shall take effect immediately after passage and publication according to law.

Name	Yes	No	Absent	Abstain
Councilman Argiro	=	=	=	=
Councilman DeLisio	=	=	=	=
Councilman Devlin	=	=	=	=
Councilman McGuire	=	=	=	=
Councilman Shepard	=	=	=	=
Councilman Sotiropoulos	=	=	=	=

ORDINANCES – 2nd reading –

HEARING OF THE PUBLIC –

No one from the public came to speak before the council.

MAYOR & COUNCIL COMMENTS –

Mayor Marana - stated that last year was a very productive year. There were major contracts done, the number of ordinances passed were 21 versus 7 the prior year. All in all he stated that the year was pretty busy, but, we are getting back on track.

Councilman DeLisio - stated that the Mayor should be acknowledged for his leadership this past year. He worked with all of the council members and kept the council well informed. He further stated that the Mayor did a wonderful job for the taxpayers and he deserves credit for that.

Councilman McGuire – stated that the Board of Education has had their reorganization meeting. He stated that the new member John Briguglio was sworn in.

Councilman Argiro – echos what Lou said and that last year was challenging, new contracts, various personnel left and a lot of leg work was done. He stated that everyone deserves credit.

Councilman Sotiropoulos - thanked everyone for the nomination as Council President and he thanked them for their support. He is looking forward to another year at the dais.

Councilman Devlin - had no report.

BOROUGH ATTORNEY REPORT

Ms. Rosendahl – stated that she would like to second what Councilman Argiro said. She is very impressed with how they all work together for the best of the town. She said it has been an honor serving the council.

BOROUGH ENGINEER REPORT

Ms. Raffay – thanked the Council on behalf of Carl and herself and stated that she is looking forward to another year.

ADJOURNMENT – TIME: 7:22 PM

Motion	Second	Name
=	=	Councilman Argiro
=	=	Councilman DeLisio
=	=	Councilman Devlin
=	=	Councilman McGuire
=	=	Councilman Shepard
=	=	Councilman Sotiropoulos

Name	Yes	No	Absent	Abstain
Councilman Argiro	=	=	=	=
Councilman DeLisio	=	=	=	=
Councilman Devlin	=	=	=	=
Councilman McGuire	=	=	=	=
Councilman Shepard	=	=	=	=
Councilman Sotiropoulos	=	=	=	=

Patrick J. Marana
Mayor

ATTEST:

Frances M. Weston

Deputy Borough Clerk

Approved: February 11, 2020