#### MINUTES

# Reorganization Meeting of the Mayor and Council Tuesday, January 5, 2021 7:00 PM

### <u>CONFERENCE CALL PHONE NUMBER 1-646-307-1479, GUEST PASSCODE</u> 476570

### CALL THE MEETING TO ORDER

Mayor Marana called the meeting to order at 7:00 PM via conference call.

#### **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 have 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."

# SALUTE TO THE FLAG & MOMENT OF SILENCE

Mayor Marana asked all to join in a salute to the flag. He also asked for a moment of silence to remember Florence Leavey, former Northvale Borough Clerk, who passed away on December 29<sup>th</sup> at the age of 81.

### County Clerk John S. Hogan certifies the 2020 election results:

Tom Argiro 1,478 Votes John M. Hogan 1,401 Votes

# OATHS OF OFFICE –

**Mayor Marana** Administers the Oath of Office to: Thomas Argiro—Councilman - 3 year term expiring on 12/31/23

**County Clerk John S. Hogan** Administers the Oath of Office to: John M. Hogan–Councilman - 3 year term expiring on 12/31/23

### **ROLL CALL OF THE NEW COUNCIL -**

Name	Present	Absent
Mayor Marana	$\boxtimes$	
Councilman Argiro	$\boxtimes$	
Councilman DeLisio	$\boxtimes$	
Councilman Devlin	$\boxtimes$	
Councilman Hogan	$\boxtimes$	
Councilman McGuire	$\boxtimes$	
Councilman Sotiropoulos	$\boxtimes$	

# **AWARDS & PROCLAMATIONS**

Mayor Marana congratulates James and Patricia Keegan on their 50<sup>th</sup> wedding anniversary on January 16<sup>th</sup>. A proclamation from the Mayor & Council will be mailed to them.

### **BY-LAWS**

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

Mayor Marana explained the By-Laws have been suspended every year since 2007.

Mayor Marana is forming a committee to redo the by-laws which will consist of himself,

Councilman Sotiropoulos, Councilman McGuire, with Councilman Hogan as an alternate.

### **COUNCIL PRESIDENT -**

Councilman DeLisio nominates Councilman Sotiropoulos for Council President for 2021.

Motion	Second	Name
$\boxtimes$		Councilman Argiro
		Councilman DeLisio
		Councilman Devlin
	$\boxtimes$	Councilman Hogan
		Councilman McGuire
		Councilman Sotiropoulos

Name	Yes	No	Absent	Abstain
Councilman Argiro	$\boxtimes$			
Councilman DeLisio	$\boxtimes$			
Councilman Devlin	$\boxtimes$			
Councilman Hogan	$\boxtimes$			
Councilman McGuire	$\boxtimes$			
Councilman Sotiropoulos				$\boxtimes$

### **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
	$\boxtimes$	Councilman Argiro
		Councilman DeLisio
$\boxtimes$		Councilman Devlin
		Councilman Hogan
		Councilman McGuire
		Councilman Sotiropoulos

### PROFESSIONAL APPOINTMENTS -

Approve the appointment of Deena Rosendahl as Borough Attorney for a one year term ending 12/31/21

Approve the appointment of Carl O'Brien of Maser Consulting, Inc.(to be known as Colliers Engineering & Design, Inc. in 2021) as Borough Engineer for a one year term ending 12/31/21

Approve the appointment of Steven Wielkotz of Wielkotz & Company, LLC as Borough Auditor for a one year term ending 12/31/21

Approve the appointment of Steven Rogut of Rogut McCarthy, LLC as Bond Counsel for a one year term ending 12/31/21

Approve the appointment of Kaufman Semeraro & Liebman, LLP as Tax Appeal Attorney for a one year term ending 12/31/21

Approve the appointment of Anthony Sorrentino of Otterstedt Insurance Agency as Risk Management Consultant for a one year term ending 12/31/21

Approve the appointment of Maser Consulting, Inc. (to be known as Colliers Engineering & Design, Inc. in 2021) as Planner for a one year term ending 12/31/21

Approve the appointment of Maser Consulting, Inc. (to be known as Colliers Engineering & Design, Inc. in 2021) as LSRP for a one year term ending 12/31/21

Approve the appointment of Millenium Strategies as Grantswriter for a one year term ending 12/31/21

Approve the appointment of Mark P. Fierro, Esq. as Prosecutor for a one year term ending 12/31/21

Approve the appointment of Jordan D. Yuelys as Public Defender for a one year term ending 12/31/21

Approve the appointment of Associated Appraisal Group as Appraiser (Real Estate Consultant) for a one year term ending 12/31/21

Name	Yes	No	Absent	Abstain
Councilman Argiro	$\boxtimes$			
Councilman DeLisio	$\boxtimes$			
Councilman Devlin	$\boxtimes$			
Councilman Hogan	$\boxtimes$			
Councilman McGuire	$\boxtimes$			
Councilman Sotiropoulos	$\boxtimes$			

# Planning/Zoning Board - Mayor's Appointments -

YEAR	POSITION	NAME	TERM	BEGINNING	ENDING
2021	Class II	William Guyt	1 year	1/1/21	12/31/21
	Class IV	Dennis Pothos	4 year	1/1/21	12/31/24
	Alternate #1	Peter Briscoe	2 year	1/1/21	12/31/22
	Alternate #2	Wayne Degen	2 year	1/1/21	12/31/22
	Alternate #3	Vacant	2 year		
_	Alternate #4	Vacant	2 year		

### Council's Appointment to the Planning/Zoning Board - Class III

Councilman John M. Hogan as the Council's appointment to the Planning/Zoning Board for a one year term ending 12/31/21

Motion	Second	Name
		Councilman Argiro
$\boxtimes$		Councilman DeLisio
	$\boxtimes$	Councilman Devlin
		Councilman Hogan
		Councilman McGuire
		Councilman Sotiropoulos

Name	Yes	No	Absent	Abstain
Councilman Argiro	$\boxtimes$			
Councilman DeLisio	$\boxtimes$			
Councilman Devlin	$\boxtimes$			
Councilman Hogan				$\boxtimes$
Councilman McGuire	$\boxtimes$			
Councilman Sotiropoulos	$\boxtimes$			

# 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"

Motion	Second	Name
		Councilman Argiro
$\boxtimes$		Councilman DeLisio
		Councilman Devlin
		Councilman Hogan
	$\boxtimes$	Councilman McGuire
		Councilman Sotironoulos

# **Library Board of Trustees –**

Tina Staropoli – 5 year term – 1/1/21 - 12/31/25

# **Beautification – Flood Committee –** One year term ending 12/31/21

Beautification	1 year term 1/1/21 - 12/31/21	Richard Scaglione/Leigh Meola
Flood Committee	1 year term 1/1/21 - 12/31/21	Peter Perretti/William Bauer

# **Recreation Committee Officers** – One year term ending 12/31/21

Position/Name	Position/Name
Chairperson – Frank Petrilli	Jr. Marksmanship – Heinz Schroeder
Secretary –	Softball – Jordan Flavell-Boney
Baseball – Vincent Grillo	Basketball – Brandon Giordano
Soccer – Ken DeGennaro	

# **Approve Fire Department Line Officers** – One year term ending 12/31/21

Position/Name	Position/Name
Chief – Charles J. Amorosso	Deputy Chief – Gerard Smithson
Captain – Christopher Smithson	Lieutenant – Edward Rejmaniak
ieutenant – Gregory Amorosso Lieutenant – Christopher Bodrato	
Lieutenant – Edward Witkowski	Truck Engineer – Edward Rejmaniak
	SCBA Engineer – Christopher Smithson

# **Approve Ambulance Corps Line Officers & Executive Branch** – One year term ending 12/31/21

Position/Name	Position/Name
Chief – Abbey Fallon	President – Kevin Trainor, Sr.
Asst. Chief – Zachary Stoffer	Vice President – Kara McMorrow
1 <sup>st</sup> Lieutenant – Taylor Stoffer	Treasurer –Theadora McDaniell
2 <sup>nd</sup> Lieutenant – Samantha McKinley	Secretary – Vincent St. Angelo

### POLICE DEPARTMENT PERSONNEL -

# **Approve the appointment of Crossing Guards & Alternate Crossing Guards** – One year term ending 12/31/21

Position/Name	Name
Robert Bacotti	John Cusack
Renee Binder	Karen Frigiola
Joy Cioce	Richard Honig
Victor Cioce	Gerard Lenahan
Alternates:	
Mark Geerinck	Timothy Morgan
Adra Mayer	Linell Navarro

# **CONSTRUCTION CODE – ZONING - FIRE PREVENTION –**

Fire Marshall -2 year term, 1/1/2021-12/31/2022Zoning Officer, Code Compliance -1 year term, 1/1/2021-12/31/2021Fire Prevention -1 year term, 1/1/2021-12/31/2021

Position/Name	Position/Name
Fire Marshall – Joseph Zavardino	Fire Inspector – David Donnarumma
Zoning Officer – Tracy Jeffery	Fire Inspector – Richard Hess
Code Compliance – Tracy Jeffery	

# **ROLL CALL**

Name	Yes	No	Absent	Abstain
Councilman Argiro	$\boxtimes$			
Councilman DeLisio	$\boxtimes$			
Councilman Devlin	$\boxtimes$			
Councilman Hogan	$\boxtimes$			
Councilman McGuire	$\boxtimes$			
Councilman Sotiropoulos	$\boxtimes$			

### **COUNCIL APPOINTMENTS – 2021 STANDING COMMITTEES**

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

### **COUNCIL APPOINTMENTS - 2021 SPECIAL COMMITTEES**

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

### **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
	$\boxtimes$	Councilman DeLisio
		Councilman Devlin
		Councilman Hogan
		Councilman McGuire
$\boxtimes$		Councilman Sotiropoulos

### **RESOLUTION #2021-01**

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 2021 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 2021 will contain the necessary appropriations in such amount as may be reasonably estimated and required for each such professional;

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, 2021:

**Borough Attorney** Deena Rosendahl

Kaufman Semeraro & Leibman 2 Executive Drive, Suite 330 Fort Lee, New Jersey 07024

Duration January 1, 2021 – December 31, 2021

Fee schedule as per RFQ received December 2020 Amount

**Borough Auditor** Steven Wielkotz

Wielkotz & Company, LLC 401 Wanaque Avenue

Pompton Lakes, New Jersey 07442 January 1, 2021 – December 31, 2021

Fee schedule as per RFQ received December 2020 Amount

**Borough Engineer** 

Duration

Duration

Maser Consulting, Inc. (to be known as Colliers Engineering

& Design, Inc. in 2021) 200 Valley Road, St. 400

Mt. Arlington, New Jersey 07856 January 1, 2021 - December 31, 2021

Duration Fee schedule as per RFQ received December 2020 Amount

**Bonding Attorney** Steven Rogut

Rogut McCarthy LLC

37 Alden Street

Cranford, New Jersey 07016-2106 January 1, 2021 - December 31, 2021

Fee schedule as per RFQ received December 2020 Amount

Risk Management Anthony Sorrentino

Otterstedt Insurance Agency

Consultant 540 Sylvan Avenue

Englewood Cliffs, NJ 07632

January 1, 2021 – December 31, 2021 Duration Amount Fees as promulgated by the JIF and MEL

Planner Maser Consulting, Inc. (to be known as Colliers Engineering

> & Design, Inc. in 2021) 200 Valley Road, St. 400

Mt. Arlington, New Jersey 07856

January 1, 2021 - December 31, 2021 Duration

Fee schedule as per RFQ received December 2020 Amount

Tax Appeal Atty Kaufman Semeraro & Leibman

2 Executive Drive, Suite 330 Fort Lee, New Jersey 07024

Duration January 1, 2021 – December 31, 2021 Fee Schedule Promulgated by the Borough Amount

Real Estate Associated Appraisal Group Consultant

6 Commerce Drive, Suite 303

Cranford, New Jersey 07016

January 1, 2021 – December 31, 2021 Duration

Fee Schedule as per RFQ received December 2020 Amount

Grantswriter Millenium Strategies, LLC

60 Roseland Avenue

Caldwell, New Jersey 07066

Duration January 1, 2021 – December 31, 2021

Amount Retainer

Prosecutor Mark P. Fierro, Esq. 226 Main Street, Suite 303

Fort Lee, New Jersey 07024

Duration - January 1, 2021 – December 31, 2021 Amount - Per Borough Salary Ordinance

**Public Defender** - Jordan D. Yuelys

505 Main Street, Suite 304

Hackensack, New Jersey 07601

Duration - January 1, 2021 – December 31, 2021 Amount - Per Borough Salary Ordinance

**Environmental** - Maser Consulting, Inc. (to be known as Colliers Engineering

& Design, Inc. in 2021)

Engineer LSRP 200 Valley Road, St. 400

Mt. Arlington, New Jersey 07856

Duration - January 1, 2021 - December 31, 2021

Amount - Fee schedule as per RFQ received December 2020

**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 Acting Borough Clerk is hereby directed to cause a notice of the Contract Award to be published as required by law.



### **RESOLUTION #2021-02**

### TITLE: APPROVE COUNCIL MEETING DATES FOR THE YEAR 2021

**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 2021 be and they are as follows.

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

### **REORGANIZATION MEETING**

Tuesday, January 5, 2021

# COMBINED WORK AND REGULAR MEETINGS – 2<sup>nd</sup> Wednesday of the month

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

### **SINE DIE**

December 28

### **GRIPE NIGHT**

4<sup>th</sup> 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 2021 budget.

#### **RESOLUTION #2021-03**

# 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 #2021-04**

### 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 2021 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 #2021-05**

# TITLE: APPROVE APPOINTMENT OF JUDGE ROGER HAUSER FOR 3 YEAR TERM

**BE IT RESOLVED,** by the Mayor and Council of the Borough of Nothvale that pursuant to N.J.S.A2B:12-4, Judge Roger Hauser is hereby appointed to serve as Municipal Court Judge of the Borough of Northvale for a term of three years commencing on 1/1/2021 and expiring on 12/31/2023.

\*\*\*\*

### **RESOLUTION #2021-06**

# 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 Marksmanship Programs

Soccer Basketball

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

<u>Section 1.</u> 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.

<u>Section 2.</u> 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.

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

\*\*\*\*

### **RESOLUTION #2021-07**

# TITLE: AUTHORIZE THE MAYOR AND ACTING 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 #2021-08**

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 2021.

\*\*\*\*

### **RESOLUTION #2021-09**

### 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, 2021.

The Bergen Record The Star Ledger

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### **RESOLUTION #2021-10**

# 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 2021.

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### **RESOLUTION #2021-11**

TITLE: AUTHORIZE MAYOR MARANA TO SIGN AGREEMENT WITH CONNOR STRONG RISK MANAGEMENT TO IMPLEMENT THE CDL PROGRAM FOR 2021

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

\*\*\*\*

### **RESOLUTION #2021-12**

# TITLE: APPROVE THE APPOINTMENT OF AN ALTERNATE BOROUGH PROSECUTOR FOR THE 2021 MUNICIPAL COURT SESSIONS

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

**WHEREAS,** the Mayor has nominated E. Carter Corriston, 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 #2021-13**

### 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 2021.

\*\*\*\*

### **RESOLUTION #2021-14**

# TITLE: APPROVE 2021 TOWING LICENSES FOR THE NORTHVALE POLICE DEPARTMENT

**WHEREAS**, the following companies have applied for a 2021 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 #2021-15**

# 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. 40A14-156.4 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.

# **PULLED**

#### **RESOLUTION #2021-16**

# 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 2021, Frances Weston, Acting 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 #2021-17**

# 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 7<sup>th</sup> day of January, 2021, 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.

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### **RESOLUTION #2021-18**

### 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 Frances Weston, Acting Borough Clerk, as Public Agency Compliance Officer in the Borough of Northvale for the year 2021 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 #2021-19**

# 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 #2021-20**

# 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.

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# **RESOLUTION #2021-21**

# 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.

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### **RESOLUTION #2021-22**

# TITLE: A RESOLUTION APPOINTING FRANCES WESTON 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 Frances Weston 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 Frances Weston as its designated Municipal Housing Liaison.

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# **RESOLUTION #2021-23**

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 Stated 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.

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#### **RESOLUTION #2021-24**

### 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.

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#### **RESOLUTION #2021-25**

### 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 #2021-26**

### 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.

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### **RESOLUTION #2021-27**

### TITLE: APPROVE THE 2021 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 2021 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 2021 cannot exceed twenty six and one-fourth (26.25%) percent of the prior year's appropriations; and

**WHEREAS**, temporary appropriations are limited to twenty six and one-fourth percent (26.25%) of the total appropriations of the 2020 budget (\$9,348,000.00) exclusive of any appropriations made for debt service (\$906,235.00), capital improvement fund (\$40,000.00) and for public assistance (\$0.00), in the said 2020 Budget, is the sum of \$2,205,463.31 plus Debt Service \$534,738.00 and Capital Improvement Fund \$25,000, for a maximum total of \$2,765,201.31.;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Northvale, County of Bergen, that the following temporary appropriations in the amount of \$2,559,738.00 be made and that a certified copy of this resolution be transmitted to the Chief Financial Officer for his records.

Mayor & Council
Salaries and Wages 8,000.00
Other Expenses 500.00

Administration & Executive Salaries and Wages 20,000.00

Other Expenses	25,000.00
Financial Administration Salaries and Wages Other Expenses	20,000.00 7,000.00
Collection of Taxes Salaries and Wages Other Expenses	18,000.00 3,000.00
Assessment of Taxes Salaries and Wages Other Expenses	6,000.00 2,000.00
Legal Services & Costs Other Expenses	25,000.00
Engineering Services Other Expenses	25,000.00
Planning Board Salaries and Wages Other Expenses	1,500.00 3,000.00
Uniform Construction Code Salaries and Wages Other Expenses	30,000.00 2,500.00
Code Compliance Salaries and Wages Other Expenses	5,000.00 500.00
Insurance Liability Insurance Worker's Compensation Other Insurance Group Insurance Health Benefits	70,000.00 70,000.00 3,000.00 150,000.00
Police Salaries and Wages Other Expenses	525,000.00 25,000.00
Radio Services Inter Borough	34,600.00
Emergency Management Salaries and Wages Other Expenses	500.00 500.00
Fire Other Expenses Fire House Rental Fire Hydrant Service	12,000.00 11,000.00 20,000.00
Ambulance Ambulance Contribution	10,000.00
Fire Prevention Bureau Salaries and Wages Other Expenses	10,000.00 1,000.00
Prosecutor Other Expenses	3,500.00

Municipal Court Salaries and Wages Other Expenses	15,000.00 3,000.00
Public Defender Salaries and Wages	1,500.00
Public Works Salaries and Wages Other Expenses	175,000.00 35,000.00
Garbage & Trash Removal Solid Waste Collection Solid Waste Disposal	65,000.00 65,000.00
Recycling Salaries and Wages Other Expenses	2,000.00 3,000.00
Buildings & Grounds Other Expenses	13,000.00
Sewer Maintenance Other Expenses	7,000.00
Board of Health Salaries and Wages Other Expenses	5,000.00 9,000.00
Animal Control Other Expenses	2,000.00
McGuire Memorial Center Salaries and Wages Other Expenses	7,000.00 3,000.00
Parks & Playgrounds Other Expenses	7,000.00
Golden Age - Senior Trips	500.00
Public Events Celebration	1,500.00
Utilities Electricity Street Lighting Telephone Water Natural Gas Gasoline	15,000.00 15,000.00 10,000.00 5,000.00 7,000.00 10,000.00
Municipal Library	100,000.00
Sewer Authority (BCUA)	150,000.00
Social Security System Defined Contribution	70,000.00
Retirement Length Service Award	400.00
Program	50,000.00
Subtotal Temp	\$2,000,000.00

Appropriations
Municipal Debt Service
Capital Improvement Fund
TOTAL TEMP BUDGET
2021

\$534,738.00 \$25,000.00

\$2,559,738.00

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### **RESOLUTION #2021-28**

TITLE: RESOLUTION ADOPTING A FORM REQUIRED TO BE USED FOR THE FILING OF NOTICES OF TORT CLAIMS AGAINST THE BOROUGH OF NORTHVALE IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY TORT CLAIMS ACT, N.J.S.A. 59:8-6.

**WHEREAS,** the New Jersey Tort Claims Act N.J.S.A. 59:8-6 provides that a public entity may adopt a form to be completed by claimants seeking to file a Notice of Tort Claim against the public entity; and

**WHEREAS**, the Borough of Northvale deems it advisable, necessary, and in the public interests to adopt a Notice of Tort Claim form in the form set forth in paragraphs 1 and 2 herein.

- 1. NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of Northvale, that the attached Notice of Tort Claim form be and hereby is adopted as the official Notice of Tort Claim form for the Borough of Northvale; and
- **2. BE IT FURTHER RESOLVED,** that all persons making claims against the Borough of Northvale, pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:8-1 et seq., be required to complete the form herein adopted as a condition of compliance with the notice requirement of the New Jersey Tort Claims Act.

Name	Yes	No	Absent	Abstain
Councilman Argiro	$\boxtimes$			
Councilman DeLisio	$\boxtimes$			
Councilman Devlin	$\boxtimes$			
Councilman Hogan	$\boxtimes$			
Councilman McGuire	$\boxtimes$			
Councilman Sotiropoulos	$\boxtimes$			

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### **RESOLUTION #2021-16**

# PULLED FROM CONSENT AGENDA

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

Motion	Second	Name
	$\boxtimes$	Councilman Argiro
		Councilman DeLisio
$\boxtimes$		Councilman Devlin
		Councilman Hogan
		Councilman McGuire
	П	Councilman Sotiropoulos

**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 2021, Frances Weston, Acting 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.

Name	Yes	No	Absent	Abstain
Councilman Argiro	$\boxtimes$			
Councilman DeLisio	$\boxtimes$			
Councilman Devlin	$\boxtimes$			
Councilman Hogan				$\boxtimes$
Councilman McGuire	$\boxtimes$			
Councilman Sotiropoulos	$\boxtimes$			

# OPEN MEETING TO THE PUBLIC – Consent Agenda Resolutions $\underline{only}$ at this time.

Mayor Marana opened the meeting to the public for questions or comments on the consent agenda resolutions only.

### CLOSE MEETING TO THE PUBLIC

There being no questions or comments from the public, Mayor Marana closed the meeting to the public.

# CONSENT AGENDA - ORDINANCES - 1st reading -

Motion	Second	Name
$\boxtimes$		Councilman Argiro
		Councilman DeLisio
		Councilman Devlin
		Councilman Hogan
	$\boxtimes$	Councilman McGuire
		Councilman Sotiropoulos

# **ORDINANCE #1029-2021**

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 5 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, 2021.

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

2021 2021

Less than 1 year of service	\$43,071.67
Beginning 2nd year of service	\$67,419.66
Beginning 3rd year of service	\$75,348.48
Beginning 4th year of service and thereafter	\$83,277.31
Working Foreman	\$9,202.48
C-2 License	\$700.00

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

2021

2021	2021
Less than 1 year of service	\$47,565.83
Beginning 2nd year of service	\$55,839.08
Beginning 3rd year of service	\$67,419.47
Beginning 4th year of service	\$75,348.49
Beginning 5th year of service	\$83,277.31
Working Foreman	\$9,202.48
C-2 License	\$700.00

2021

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

**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 1<sup>st</sup> (first) payment shall be in the 1<sup>st</sup> (first) pay period of each year and the 2<sup>nd</sup> (second) payment shall be during the 1<sup>st</sup> (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 #1030-2021**

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 5 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, 2021 through December 31, 2021:

### **EMPLOYEES HIRED PRIOR TO 01-01-2012**

Lieutenant	142,123.00
Sergeant	133,417.00
Patrolman	
Beginning:	
Sixth year	126,450.00
Fifth year	110,797.00
Fourth year	95,118.00
Third year	79,444.00
Second year	63,754.00
First year	50,807.00
Training pay	44,849.00

### **EMPLOYEES HIRED AFTER 01-01-2012**

Lieutenant	142,123.00
Sergeant	133,417.00
Patrolman	
Beginning:	
Seventh year	126,450.00
Sixth year	101,489.00
Fifth year	99,848.00
Fourth year	86,546.00
Third year	73,246.00
Second year	60,963.00
First year	54,240.00
Training pay	40,813.00

**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 service3% 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 biweekly.

**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.

Name	Yes	No	Absent	Abstain
Councilman Argiro	$\boxtimes$			
Councilman DeLisio	$\boxtimes$			
Councilman Devlin	$\boxtimes$			
Councilman Hogan	$\boxtimes$			
Councilman McGuire	$\boxtimes$			
Councilman Sotiropoulos	$\boxtimes$			

### OPEN MEETING TO THE PUBLIC

Mayor Marana opened the meeting to the public for questions or comments.

# CLOSE MEETING TO THE PUBLIC

There being no questions or comments from the public, Mayor Marana closed the meeting to the public.

### **MAYOR & COUNCIL COMMENTS**

**Councilman Sotiropoulos** – thanked the Council for their support in voting him Council President. Congratulations to Tom and John. He is looking forward to working with everyone.

**Councilman Argiro** – thanked everyone for their support and it has been an honor working with everyone to improve Northvale. He welcomed John and thinks he will be a great addition to the council. Congratulations to Peter on becoming Council President.

**Councilman Hogan** – thanked everyone for all of their support and congratulations. He is looking forward to working with everyone and it is an honor and priviledge.

**Councilman McGuire** – congratulated Tom, John, and Peter. He stated that this is a good group of people and looks forward to working together.

**Councilman DeLisio** – congratulated Tom and John. Looking forward to working with them this year. Also thanked Pat for his time and effort as Mayor and progress made in Northvale during difficult times.

**Councilman Devlin** – congratulates Tom, John, and Peter. Thank you to Pat for all he does.

**Mayor Marana** – thanked everyone and feels they all work well together for the people of Northvale and businesses. It has been a crazy year for the borough DPW, Police, and employees. We dodged a bullet and a lot was done this year.

### **Borough Attorney**

Ms. Rosendahl – congratulated everyone.

### **Borough Engineer**

Mr. O'Brien – congratulated everyone.

**ADJOURNMENT – TIME: 7:37 PM** 

Motion	Second	Name
		Councilman Argiro
$\boxtimes$		Councilman DeLisio
		Councilman Devlin
		Councilman Hogan
	$\boxtimes$	Councilman McGuire
		Councilman Sotiropoulos

Name	Yes	No	Absent	Abstain
Councilman Argiro	$\boxtimes$			
Councilman DeLisio	$\boxtimes$			
Councilman Devlin	$\boxtimes$			
Councilman Hogan	$\boxtimes$			
Councilman McGuire	$\boxtimes$			
Councilman Sotiropoulos	$\boxtimes$			

Patrick J. Marana Mayor

ATTEST:

Frances M. Weston Acting Borough Clerk

Approved: February 10, 2021

Frances M. Weston