

A G E N D A
Combined Meeting of the Mayor and Council
Wednesday, April 12, 2023
7:00 PM

CALL THE MEETING TO ORDER

OPEN PUBLIC MEETINGS ACT NOTICE

This is a Combined 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 Newspaper of the Borough, filed with the Municipal 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 FLAG AND MOMENT OF SILENCE

ROLL CALL

AWARDS & PROCLAMATIONS

Northern Valley Recreation 3rd/4th Grade Girls Indoor Soccer Champions
Mental Health Awareness Proclamation

APPOINTMENTS AND PERSONNEL CHANGES

APPROVAL OF MINUTES

Combined Meeting of March 8, 2023

MOTION:

SECOND:

ROLL CALL

MONTHLY CORRESPONDENCE

The following reports are on file in the Municipal Clerk's office and can be viewed by the public between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday.

Building Department
Engineer – Neglia Group
Fire Prevention
Grantswriter - Bruno Associates
Recreation Minutes
Tax Collector

CORRESPONDENCE

1. Colliers Engineering – Riverside Coop Award Letter, April 4, 2023
(Resolution #2023-
2. Neglia Group – Livingston Street Streetscape (NJDOT LTPF-23)
Dated April 3, 2023
(Resolution #2023-86)
3. Neglia Group – Veterans Drive Roadway Project Phase II
NJDOT MA23, Dated April 3, 2023
(Resolution #2023-87)

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:

RESOLUTION #2023-76

TITLE: RESOLUTION AUTHORIZING THE TAX COLLECTOR TO CANCEL 2023 PRELIMINARY TAXES CHARGED TO A TOTALLY DISABLED VETERAN AND AUTHORIZE THE CHIEF FINANCIAL OFFICER TO ISSUE A REFUND FOR THE CANCELED TAXES PAID

WHEREAS, Block 908 Lot 1 Qual Code C3206, 3206 Rio Vista Lane was sold to Elizabeth Gardner, widow of John J Gardner, a Totally Disabled Veteran on November 10, 2022 who has been granted Tax Exempt Status according to New Jersey Statute 54:4-3.30et seq.; and

WHEREAS, Mrs. Gardner was required to pay property taxes at the closing and she paid the 2022 4th quarter; and

WHEREAS, the 2023 Preliminary taxes are to be canceled because of Mrs. Gardner’s status as the widow of a Totally Disabled Veteran, and

WHEREAS, the cancellation will cause an overpayment of the 2023 1st quarter Taxes as listed below:

<u>Assessed To</u>	<u>Property Location</u>	<u>Block/Lot/Qual</u>	<u>Tax</u>
Elizabeth, Douglas & Erin Gardner	3206 Rio Vista Lane	908/1/C3206	\$528.50

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Northvale, that the Tax Collector is hereby authorized to cancel the amount of \$1,057.00 for 2023 Preliminary Tax on Block 908 Lot 1 Qual Code C3206 and the Chief Financial Officer is hereby authorized to issue a refund to Elizabeth Gardner for \$528.50 for the overpayment of 2023 Preliminary Tax.

RESOLUTION #2023-77

TITLE: RESOLUTION AUTHORIZING THE TAX COLLECTOR TO CANCEL 2023 PRELIMINARY TAXES CHARGED TO A TOTALLY DISABLED VETERAN

WHEREAS, Block 908 Lot 1 Qual Code C3203, 3203 Rio Vista Lane was sold to Walter Enright, a Totally Disabled Veteran on November 10, 2022 who has been granted Tax Exempt Status according to New Jersey Statute 54:4-3.30et seq.; and

WHEREAS, Mr. Enright was required to pay property taxes at the closing and he paid the 2022 4th quarter; and

WHEREAS, the 2023 Preliminary taxes are to be canceled because of Mr. Enright’s status as a Totally Disabled Veteran, and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Northvale, that the Tax Collector is hereby authorized to cancel the amount of \$1,057.00 for 2023 Preliminary Tax on Block 908 Lot 1 Qual Code C3203.

RESOLUTION #2023-78

TITLE: RESOLUTION APPROVING THE APPOINTMENT OF HOWARD OSTROW AS OEM COORDINATOR FOR A THREE (3) YEAR TERM – 1/1/2023 – 12/31/2025

WHEREAS, Howard Ostrow was appointed OEM Coordinator on August 14, 2019 for a three (3) year term; and

WHEREAS, the three (3) year term has expired; and

WHEREAS, Howard Ostrow is being appointed for a three (3) year term effective January 1, 2023.

NOW, THEREFORE BE IT RESOLVED, that Howard Ostrow is hereby appointed to another three (3) year term as Emergency Management Coordinator effective January 1, 2023 expiring on December 31, 2025.

RESOLUTION #2023-79

TITLE: RESOLUTION TO REAPPROVE PLENARY RETAIL CONSUMPTION LICENSE #0240-33-009-004

WHEREAS, Plenary Retail Consumption License #0240-33-009-004 for Maxim Enterprises, LLC was approved on Resolution #2021-102 on June 9, 2021; and

WHEREAS, the licensee did not petition a 12.39 release from the State for 2022-2023 so the license was rescinded through Resolution #2023-73 on March 8, 2023; and

WHEREAS, the licensee applied and received a 12.39 special ruling from the Director of the Alcoholic Beverage Control for the 2022-2023 license term on March 10, 2023.

NOW, THEREFORE BE IT RESOLVED, that Plenary Retail Consumption License #0240-33-009-004 for Maxim Enterprises, LLC has been renewed for the 2022-2023 license term.

RESOLUTION #2023-80

TITLE: RESOLUTION AUTHORIZING THE CHIEF FINANCIAL OFFICER TO RETURN ESCROW FOR 411 CLINTON ASSOCIATION LLC, BLOCK 501, LOTS 18.01, 18.02, 18.03, 18.04

WHEREAS, 411 Clinton Association LLC owned Block 501, Lots 18.01, 18.02, 18.03, 18.04; and

WHEREAS, 411 Clinton Association LLC sold the property to Great Hope Development in 2021; and

WHEREAS, there are no objections of the return of escrow from the Borough Engineer and Building Department and there are no outstanding bills.

NOW, THEREFORE BE IT RESOLVED, that the Chief Financial Officer is hereby authorized to return the remainder of escrow fees to 411 Clinton Association LLC, 129 Stuhr Place, River Vale, New Jersey 07675 in the amount of \$482.10 from escrow account number 18023 and \$212 from escrow account number 18024 for a total of \$694.10.

RESOLUTION #2023-81

TITLE: RESOLUTION AUTHORIZING THE CHIEF FINANCIAL OFFICER TO RETURN ESCROW FOR 192 LIVINGSTON STREET LLC, BLOCK 909, LOT 6

WHEREAS, 192 Livingston Street LLC was the owner of 192 Livingston Street, Block 909, Lot 6; and

WHEREAS, 192 Livingston Street LLC has posted escrow for Block 909, Lot 6 and the project has been deemed complete; and

WHEREAS, there are no objections of the return of escrow from the Borough Engineer and Building Department and there are no outstanding bills.

NOW, THEREFORE BE IT RESOLVED, that the Chief Financial Officer is hereby authorized to return the remainder of escrow fees to 192 Livingston Street LLC, c/o Mark Petrone, 8305 Bergenline Avenue, Ste C, North Bergen, New Jersey 07047 in the amount of \$346.28 from escrow account number 19012.

RESOLUTION #2023-82

TITLE: RESOLUTION AUTHORIZING THE CHIEF FINANCIAL OFFICER TO RETURN ESCROW FOR RAYMOND HULSE, BLOCK 604, LOT 7

WHEREAS, Raymond Hulse is the owner of 209 Willow Avenue, Block 604, Lot 7; and

WHEREAS, Mr. Hulse has withdrawn his application for conditional use approval for a mother/daughter suite at 209 Willow Avenue, Block 604, Lot 7.

NOW, THEREFORE BE IT RESOLVED, that the Chief Financial Officer is hereby authorized to return the escrow fees to Raymond Hulse, 209 Willow Avenue, Northvale, New Jersey 07647 in the amount of \$890 from escrow account number 22007.

RESOLUTION #2023-83

TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF THE AGREEMENT WITH BOROUGH OF ROCKLEIGH FOR THE PROVIDING OF PUBLIC WORKS SERVICES BY THE BOROUGH OF NORTHVALE FOR 2023

WHEREAS, the Uniform Shared Services and Consolidation Act, NJSA 40A:65-1, et. seq. permits a municipality to enter into an agreement with another municipality to receive any services which the respective parties are empowered to provide or receive; and

WHEREAS, an Agreement has been prepared whereby the Borough of Northvale would provide the Borough of Rockleigh with certain services to be performed by the Department of Public Works of Northvale, including maintaining and replacing street signs, brush chipping, lawn maintenance of municipal property and pothole repair on streets, all within the Borough of Rockleigh; and

WHEREAS, the Agreement has been reviewed by the Mayor and Council and found to be acceptable.

NOW, THEREFORE BE IT RESOLVED, that Mayor Joseph McGuire and the Municipal Clerk be and are hereby authorized to execute aforesaid agreement; and

BE IT FURTHER RESOLVED, that a copy of the Agreement, once executed by the respective municipalities, shall be filed with the Division of Local Government Services in the Department of Community Affairs pursuant to NJSA 40A:65-4b.

RESOLUTION #2023-84

TITLE: RESOLUTION APPROVING A THREE YEAR CONTRACT FOR THE POSITIONS OF SUPERINTENDENT OF PUBLIC WORKS AND ASSISTANT SUPERINTENDENT OF PUBLIC WORKS

WHEREAS, the Borough has proposed a three year contract for the positions of Superintendent of Public Works and for Assistant Superintendent of Public Works; and

WHEREAS, the Borough agrees that it is in its best interests to enter into a three year contract for the position of Superintendent of Public Works with Briant Bodrato and for the position of Assistant Superintendent of Public Works with William Guyt, under the terms set forth in agreements.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Northvale that the Mayor is hereby authorized to execute a contract for the Positions of Superintendent and Assistant Superintendent of Public works in the same form as set forth in the agreements.

RESOLUTION #2023-85

TITLE: RESOLUTION AUTHORIZING PROFESSIONAL SERVICES FOR NEGLIA GROUP – LIVINGSTON STREET STREETScape IMPROVEMENTS – NJDOT LTPF-23

WHEREAS, Neglia Group has prepared a scope of services for the Livingston Street Streetscape Improvements as per their letter dated April 3, 2023 as follows:

Surveying, Engineering Design, Bidding Services (Phase I)	\$31,143.00
Construction Management Services (Phase II)	\$32,947.00
Material Basis (Phase III)	\$1,000.00

WHEREAS, the Chief Financial Officer certifies that the funds will be available not to exceed \$65,090.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council hereby approve the Proposal for Surveying, Engineering Design, Bidding and Construction Management Services for Neglia Group.

RESOLUTION #2023-86

TITLE: RESOLUTION AUTHORIZING PROFESSIONAL SERVICES FOR NEGLIA GROUP – VETERANS DRIVE ROADWAY PROJECT PHASE II – NJDOT MA23-PROJECT #NOVLADM23.001

WHEREAS, Neglia Group has prepared a scope of services for the Veterans Drive Roadway Project Phase II as per their letter dated April 3, 2023 as follows:

Surveying, Engineering Design, Bidding Services (Phase I)	\$37,513.00
Construction Management Services (Phase II)	\$42,219.00
Material Basis (Phase III)	\$1,000.00

WHEREAS, the Chief Financial Officer certifies that the funds will be available not to exceed \$80,732.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council hereby approve the Proposal for Surveying, Engineering Design, Bidding and Construction Management Services for Neglia Group.

RESOLUTION #2023-87

TITLE: RESOLUTION AWARING BID FOR THE 2023 ROAD RESURFACING PROGRAM ON BEHALF OF THE RIVERSIDE COOPERATIVE

WHEREAS, NJSA 40A:11-10(1) authorizes contracting units to enter into cooperative pricing agreements; and

WHEREAS, the Borough of Northvale has volunteered to act as “Lead Agency” for the purchase of work, materials and supplies for the Riverside Cooperative for the year 2023; and

WHEREAS, the Borough of Northvale received nine (9) bids on April 4, 2023 for the 2023 Riverside Cooperative Road Improvement Program on behalf of the municipalities of Demarest, Dumont, Englewood Cliffs, Harrington Park, Hillsdale, New Milford, Northvale, and Tenafly; and

WHEREAS, the bid opening was performed at the Borough of Northvale Borough Hall at 116 Paris Avenue in Northvale at which time the nine (9) bids were read aloud; and

WHEREAS, the bids have been tabulated and reviewed by Mr. Carl O’Brien of Colliers Engineering & Design, Borough Engineer for the Riverside Cooperative as follows:

D & L Paving Contractors Inc.	\$4,590,263.81
DLS Contracting Inc.	\$4,599,415.21
JA Alexander Inc.	\$4,662,730.15
American Asphalt & Trucking LLC	\$4,734,062.80
Capital Paving & Contracting	\$4,863,397.68
PM Construction Corp.	\$5,062,874.00
AJM Contractors Inc.	\$5,398,484.04
Your Way Construction Inc.	\$5,561,637.38
Tilcon New York Inc.	\$5,761,640.00

WHEREAS, the lowest responsible bidder is D & L Paving Contractors Inc. of 675 Franklin Avenue, Nutley, New Jersey 07110 in the total sum of Four Million Five Hundred Ninety Thousand Two Hundred Sixty Three and 81/100 Dollars (\$4,590,263.81); and

WHEREAS, that portion of the bid allocated to the Borough of Northvale is Six Hundred Thousand Five Hundred One and 00/100 Dollars (\$600,501.00).

NOW, THEREFORE BE IT RESOLVED, that a contract be awarded to D & L Paving Contractors Inc. of 675 Franklin Avenue, Nutley, New Jersey 07110 based on its total base bid in the amount of \$4,590,263.81; and

BE IT FURTHER RESOLVED, that the Northvale Mayor and Municipal Clerk be and are hereby authorized and directed to execute a Master Contract with the above-named firm for the 2023 Road Resurfacing Program acting as the Lead Agency on behalf of the Riverside Cooperative, RC-35-21-01; and

BE IT FURTHER RESOLVED, that Demarest, Dumont, Englewood Cliffs, Harrington Park, Hillsdale, New Milford, Northvale, and Tenafly shall be responsible for entering into individual contracts with the above-named firm covering the scope of work under the Base Bid for each respective municipality or entity; and

BE IT FURTHER RESOLVED, that the Northvale Mayor and Municipal Clerk be and are authorized and directed to execute a contract with the above named firm for that portion of the bid covering the scope of work under the Base Bid allocated to the Borough of Northvale.

RESOLUTION #2023-88

TITLE: RESOLUTION REJECTING SOLID WASTE COLLECTION AND DISPOSAL BIDS AND AUTHORIZING MAYOR MCGUIRE TO EXECUTE CONTRACT WITH INTERSTATE WASTE SERVICES OF NEW JERSEY, INC. TO EXTEND THE CURRENT CONTRACT AND TO NEGOTIATE TERMS FOR A NEW CONTRACT

WHEREAS, on prior occasion, upon advertisement and pursuant to specifications in accordance with the New Jersey Public Contracts Law, N.J.S.A.40A:11-1 et seq., and specifically N.J.S.A. 40A:11-23, the Borough of Northvale (the “Borough”) solicited bid proposals for Solid Waste Collection and Disposal Services, including collection of recyclable materials, for a five (5) year period; and

WHEREAS, by way of Resolution 2017-164 adopted December 26, 2017 by the Borough’s Governing Body, Miele Sanitation, Inc. was determined by the Borough to be the lowest complying and responsible bidder for the providing of Solid Waste Collection and Disposal Services, including collection of recyclable materials, and awarded a contract to Miele Sanitation, Inc. (the “Contract”) for a five (5) year period commencing January 1, 2018 and terminating December 31, 2022; and

WHEREAS, subsequent to the Borough awarding the Contract to Miele Sanitation, Inc., Interstate Waste Services of New Jersey, Inc. (“IWS”) entered into an agreement with Miele Sanitation, Inc. pursuant to which IWS assumed all rights and responsibilities in and to, among other things, the Contract, which assignment of the Contract to IWS was authorized by the Governing Body by Resolution 2018-66 adopted April 11, 2018 and by Resolution 2022-180 adopted December 14, 2022 and IWS now provides Solid Waste Collection and Disposal Services, including collection of recyclable materials, to the Borough pursuant to a Contract; and

WHEREAS, pursuant to a request for bids advertised by the Borough, the Borough received one bid which was opened on March 30, 2023 for Solid Waste and Disposal including collection of recyclables. The one bid was from IWS in the sum of \$2,233,915 for three years for solid waste and \$382,267 for three years for recyclables with additional sums for options in years four and five; and

WHEREAS, the Governing Body of the Borough has determined that it is in the best interests of the Borough and its taxpayers and residents to reject all current bids and to extend the term of the Contract extension for a period of time not to exceed ninety (90) days (commencing May 1, 2023 and expiring July 31, 2023) on the same terms and conditions of the present Contract extension, and to be paid by the Borough during the extension period as authorized by this Resolution and which shall not exceed the sums under the fifth year of the contract with IWS for services that began on January 1, 2018, and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the Borough finds that IWS has performed all services provided under the Contract in an effective and efficient manner; and

WHEREAS, the Borough has determined that the extending of the term of the Contract with IWS for Solid Waste Collection and Disposal Services, including collection of recyclable materials, for a period of time not to exceed one ninety (90) days (commencing May 1, 2023 and expiring July 31, 2023) is necessary for the efficient operations of the Borough and is in the best interests of the Borough and its taxpayers and residents as the Borough requires additional time to finalize the and complete the process for negotiating and awarding of a new contract in accordance with applicable law; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Borough of Northvale, that the Borough hereby rejects the only bid received for solid waste collection and disposal which was submitted by IWS; and

BE IT FURTHER RESOLVED, that the Mayor shall be and hereby is authorized and directed to execute a contract with Interstate Waste Services of New Jersey, Inc, extending the term of the Contract previously awarded by Resolution 2022-180 adopted by the Governing Body on December 14, 2022 for a period of time not to exceed ninety (90) days (commencing May 1, 2023 and expiring July, 2023) and amending the fees to be charged by Interstate Waste Services of New Jersey, Inc. pursuant hereto during the extension period, subject to any revisions thereto as may be recommended by legal counsel to the Borough of Northvale.

RESOLUTION #2023-89

TITLE: MUTUAL AID AND ASSISTANCE AGREEMENT – PIERMONT 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.

Piermont 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 #2023-90

TITLE: MUTUAL AID AND ASSISTANCE AGREEMENT – ORANGEBURG 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.

Orangeburg 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 #2023-91

TITLE: RESOLUTION APPROVING RAFFLE LICENSE #242 – K OF C IMMACULATE CONCEPTION COUNCIL 9021 – 50/50 RAFFLE – MAY 12, 2023

NAME: K of C Immaculate Conception Council 9021
ADDRESS: 211 Summit Street, Norwood, NJ
LOCATION OF RAFFLE: 199 Walnut Street, Northvale, NJ

HOURS: 5:00-8:00 PM
 DATE OF RAFFLE: May 12, 2023
 ID #: 355-6-42364
 RAFFLE LICENSE #: RA #242

RESOLUTION #2023-92

TITLE: RESOLUTION TO APPROVE THE 2023 EMERGENCY TEMPORARY APPROPRIATIONS

WHEREAS, Section 40A:4-20 of the Revised Statutes of the Local Budget Act provides that, where an emergent condition arisen in that the borough is expected to enter any contract, commitments or payments are to be made prior to the adoption of the 2023 budget, and no adequate provision has been made in the 2023 temporary budget for the aforesaid purposes; and

WHEREAS, Section 40A:4-20 of the Revised Statutes of the Local Budget Act provides for the creation of an emergency temporary appropriation for said purposes; and

WHEREAS, the total emergency temporary resolutions adopted in the year 2023 pursuant od Chapter 96, P.L. 1951 (N.J.S.A 40A:4-20) including this resolution total \$1,071,844

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Northvale, County of Bergen,(not less than two-thirds of all the members thereof affirmatively concurring) that the following emergency temporary appropriations in the amount of \$ **404,500** be made and that a certified copy of this resolution be transmitted to the Chief Financial Officer for his records.

General Appropriations	Account #	Group	Amount
Legal Services- Other Expense	03-01-20-155-200	O/E	12,000
Administration - Other Expense	03-01-20-100-299	O/E	2,500
Liability Insurance Services	03-01-23-210-201	O/E	150,000
Building & Grounds- Other Expense	03-01-26-310-299	O/E	24,000
Sewer System - Other Expense	03-01-26-311-299	O/E	6,000
Senior Center - Other Expense	03-01-27-360-299	O/E	3,000
Public Events & Celebration	03-01-30-420-201	O/E	4,000
Telephone	03-01-31-440-201	O/E	7,000
Natural Gas	03-01-31-446-201	O/E	11,000
Sewerage- BCUA	03-01-31-455-201	O/E	170,000
Capital Improvement Fund	03-01-44-900-201	O/E	15,000
Total Emergency Temporary Appropriations			<u>404,500</u>

RESOLUTION #2023-93

TITLE: TEMPORARY 2023 CAPITAL BUDGET

WHEREAS, Section N.J.A.C 5:30-4.4B of the Local Budget Act provides that, prior to the adoption of the 2023 capital budget, the Borough of Northvale desires to approve 2023 Temporary capital budget by inserting therein, Resurfacing of Veterans Drive (Phase II) and Legrand Avenue and Various Public Improvements and acquisition of New Automotive Vehicle

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

1. The 2023 Temporary Capital Budget on the Borough of Northvale is hereby constituted by the adoption of the schedule to read as follows:

Project 1 & 2
Temporary Capital Budget of the Borough of Northvale County of Bergen, New Jersey

Project Schedules for 2023

Project	Estimated Costs	Capital Imp. Fund	DOT Grant	Bonds or Notes
1. Resurfacing of Veterans Dr. & Legrand Avenue	\$567,000		\$225,680	\$341,320
2. Various Public Improvements & Acquisitions of New Vehicle	\$910,000	\$44,000	\$0	\$866,000

2. That one certified copy of this said resolution filed with the Director, Division of Local Government Services.

RESOLUTION #2023-94

TITLE: PAYMENT OF BILLS

WHEREAS, claims have been submitted to the Borough of Northvale in the following amounts under various funds of the borough:

Current Fund Appropriations (2023)	\$513,350.56
Current Fund Appropriations (2022)	\$42,220.10
General Capital Fund	\$147,656.02
Grant Fund	\$200
Animal Trust	\$19.80
Police DEA Trust	\$18,578.84
Escrow Trust	\$7,839.35
Affordable Housing Trust	
Recreation Trust	\$14,995.00
Summer Recreation Trust	

TOTAL	\$744,859.67
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WHEREAS, above claims have been listed and summarized in the attached Bills List Report, and the corresponding vouchers have been reviewed and approved by the department head, council liaison, finance committee, and/or the chief financial officer; and

WHEREAS, the Chief Financial Officer has determined that the funds have been properly appropriated for such purposes and are available in the Borough of Northvale, and that the claims specified on the schedule attached hereto, following examination and approval by the finance committee, be paid and checks issued accordingly; and

WHEREAS, claims have already been paid in the following amounts for the purposes specified below during the course of the year:

Payroll – Salaries & Wages		
Payroll – Salaries & Wages	3-16-2023	\$165,432.32
Payroll- Salaries & Wages	3-30-2023	\$151,799.00
Health Benefits		
	3-23-23	\$64,075.38
County Taxes		
Employee Pension Payment- PERS/PFRS	3-24-2023	\$853,707
Northvale Board OF Education		\$839,838.17
Northern Valley Regional High School District		\$729,552.00
Northvale Public Library	3-21-2023	\$14,324.45
		\$27,500.00
Capital Fund- Principal Payment on Notes		
Amboy Bank- Repayment of Bond Anticipation Note		
TOTAL		\$3,591,087.99

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Northvale that the claims totaling **\$3,591,087.99** and ratified respectively.

ROLL CALL

ORDINANCE – 2ND READING

ORDINANCE #1062-2023

AN ORDINANCE TO SUPPLEMENT AND FIX THE SALARIES OF THE BOROUGH OF NORTHVALE, COUNTY OF BERGEN AND STATE OF NEW JERSEY

MOTION:

SECOND:

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 Salary Ordinance of the Borough of Northvale is hereby amended with regard to the Positions of Superintendent and Assistant Superintendent of the Department of Public Works effective immediately as follows:

DEPARTMENT OF PUBLIC WORKS

SUPERINTENDENT: The starting base salary of the Superintendent of the Department of Public Works shall be \$134,100.00 and there shall be no CDL stipend.

ASSISTANT SUPERINTENDENT: The starting base salary of the Assistant Superintendent of the Department of Public Works shall be \$129,100.00 and there shall be no CDL stipend.

Section 2. All ordinances and parts of ordinances inconsistent herewith are repealed.

Section 3. This Ordinance shall take effect immediately after passage and publication according to law.

OPEN MEETING TO THE PUBLIC ON ORDINANCE #1062-2023 ONLY

ROLL CALL

ORDINANCES – 1ST READING

#1063-2023 Bond Ordinance To Authorize The Resurfacing Of Veterans Drive (Phase II) And Legrand Avenue (From Veterans Drive To The Dead End) In, By And For The Borough Of Northvale, In The County Of Bergen, State Of New Jersey, To Appropriate The Sum Of \$567,000 To Pay The Cost Thereof, To Appropriate A State Grant, To Authorize The Issuance Of Bonds To Finance Such Appropriation And To Provide For The Issuance Of Bond Anticipation Notes In Anticipation Of The Issuance Of Such Bonds

#1064-2023 Bond Ordinance To Authorize The Making Of Various Public Improvements And The Acquisition Of A New Automotive Vehicle, Including Original Apparatus And Equipment, In, By And For The Borough of Northvale, In The County of Bergen, State of New Jersey, To Appropriate The Sum of \$910,000 To Pay The Cost Thereof, To Make A Down Payment, To Authorize The Issuance Of Bonds To Finance Such Appropriation And To Provide For The Issuance Of Bond Anticipation Notes In Anticipation Of The Issuance Of Such Bonds

#1065-2023 An Ordinance Adopting The Official Seal Of The Borough Of Northvale

#1066-2023 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

#1067-2023 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 2 of 5-Year Contract – 2.50%)

#1068-2023 An Ordinance To Amend And Revise Chapter 200 “Zoning” Of The Borough Code Of The Borough Of Northvale

OPEN MEETING TO THE PUBLIC

MAYOR & COUNCIL REPORTS

BOROUGH ATTORNEY REPORT

BOROUGH ENGINEER REPORT

CLOSED SESSION

Action may not be taken upon return to open session.

RETURN TO OPEN SESSION

ADJOURNMENT

DRAFT - SUBJECT TO CHANGE

DRAFT - SUBJECT TO CHANGE