



**A G E N D A**  
**Reorganization Meeting of the Mayor and Council**  
**Wednesday, January 3, 2024**  
**6:30 PM**

To view the Mayor & Council meeting via livestream, please access the YouTube link which is posted on the Northvale website, [www.northvalenj.org](http://www.northvalenj.org). Go to government tab, then to meeting livestreams.

**CALL THE MEETING TO ORDER**

**OPEN PUBLIC MEETINGS ACT NOTICE**

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 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 THE FLAG AND MOMENT OF SILENCE**

**Sarah Lucero** – God Bless America

**INVOCATION** –Pastor Rich Martinez

Certified Election Results received from Bergen County Clerk’s Office:

Laura N. Fernandez 653  
Hovannes Bakalian 626  
Roy Sokoloski 657

**OATHS OF OFFICE**

Aaron Carter Esq. administers the Oath of Office to:

Laura Fernandez – Councilwoman – 3 year term ending on 12/31/26

Assemblyman Robert Auth administers the Oath of Office to:

Hovannes Bakalian –Councilman – 4 year term expiring on 12/31/26

Roy Sokoloski – Councilman – 1 year term expiring on 12/31/24

**ROLL CALL OF THE NEW COUNCIL**

**AWARDS & PROCLAMATIONS**

1<sup>st</sup> Annual Battle of the Bulbs contest winners:

- Best Overall – Sokoloski Family
- Best Modern/Classic Combo – Osso Family
- Best Use of Sound – Furletti Family
- Best Inflatables – Jacobsen Family
- Best Classic Display – Witkowski Family

**COUNCIL PRESIDENT –**

Nomination for 2024 Council President.

**MOTION:**

**SECOND:**

**ROLL CALL**

**COUNCIL APPOINTMENTS – 2024 STANDING COMMITTEES**

Councilman Hovannes Bakalian      Planning/Zoning Board; Building/Zoning Dept.; Licenses & Permits; Northern Valley Chamber of Commerce; Flood Committee

Councilwoman Laura Fernandez      Beautification Committee; Parks & Playgrounds; Municipal Court; Library; Open Space



Councilman Marty Mattessich DPW; Buildings & Grounds; Recreation; Senior Center; Golden Age Club

Councilwoman Kara McMorrow Police; OEM Emergency Mgt/Public Safety; Ambulance; Northvale Preschool; Community Events

Councilman Domenic Menafra Fire Department; Fire Prevention; Northvale School; Northern Valley Schools; Municipal Alliance; Finance

Councilman Roy Sokoloski Grants; Insurance; Safety & Risk Management; Northern Valley Greenway; Board of Health

**COUNCIL APPOINTMENTS - 2024 SPECIAL COMMITTEES**

**Community Development** Mayor McGuire  
 Alternate Councilwoman McMorrow  
 Council Representative Councilman Mattessich  
 Alternate Councilwoman Fernandez

**Personnel Committee** Councilman Bakalian, Councilman Mattessich,  
 Councilwoman McMorrow

**Negotiation Committee** Councilwoman Fernandez, Councilman Menafra,  
 Councilman Sokoloski

**Technology Committee** Councilwoman Fernandez, Councilwoman McMorrow,  
 Councilman Menafra

**Cannabis Committee** Councilman Bakalian, Councilwoman McMorrow,  
 Councilman Menafra

**Professional 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:**

Approve the appointment of Bruno and Ferraro as Borough Attorney for a one year term ending 12/31/24

Approve the appointment of Neglia Group as Borough Engineer for a one year term ending 12/31/24

Approve the appointment of Steven Wielkotz of Wielkotz & Company, LLC as Borough Auditor for a one year term ending 12/31/24

Approve the appointment of Steven Rogut of Rogut McCarthy, LLC as Bond Counsel for a one year term ending 12/31/24

Approve the appointment of Giblin & Gannaio, LLC as Tax Appeal Attorney for a one year term ending 12/31/24

Approve the appointment of Neglia Group as Planner for a one year term ending 12/31/24

Approve the appointment of Boswell Engineering as Environmental Engineer -LSRP for a one year term ending 12/31/24

Approve the appointment of Bruno Associates Inc. as Grantswriter for a one year term ending 12/31/24



Approve the appointment of Mark P. Fierro, Esq. as Prosecutor for a one year term ending 12/31/24

Approve the appointment of Jordan D. Yuelys as Public Defender for a one year term ending 12/31/24

Approve the appointment of Associated Appraisal Group as Appraiser for a one year term ending 12/31/24

Approve the appointment of Barsa Insurance as Risk Management Consultant for a one year term ending 12/31/24

Approve the appointment of Dart Computer Services, Inc. as IT Consultant for a one year term ending 12/31/24

Approve the appointment of Battaglia Associates as Financial Services for a one year term ending 12/31/24

**ROLL CALL**

**Mayor’s Appointments - Planning/Zoning Board**

Howard Ostrow	Class II	1 year term	1/1/24 – 12/31/24
Peter Briscoe	Class IV	4 year term	1/1/24 – 12/31/27
Glenn Brunet	Alt. #2	2 year term	1/1/24-12/31/25

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

Councilman \_\_\_\_\_ as the Council’s appointment to the Planning/Zoning Board for a one year term ending 12/31/24.

**MOTION:** **SECOND:**

**ROLL CALL:**

**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:**

**Library Board of Trustees:**

Teri McKeever 5 year term – 1/1/24 – 12/31/28

**Board of Health**

Patrice Hunkin 3 year term – 1/1/24 – 12/31/26

Kathy Uglione 3 year term – 1/1/24 – 12/31/26

**Court Administrator**

Clare Cabibbo 1 year term – 1/1/24 - 12/31/24

**Public Events Coordinator**

Iris Fallon 1 year term - 1/1/24 – 12/31/24

**Beautification Committee – 1 year term – 1/1/24 - 12/31/24**

Leigh Meola, Lynn Smothergill

**Flood Committee 1 year term – 1/1/24 – 12/31/24**

Peter Perretti



**Recreation Committee Officers – 1 year term – 1/1/24 – 12/31/24**

Chairperson Sarah Kirch  
Baseball Commissioners Brendan Reilly, Matt Connelly  
Softball Commissioners Krissy Mueller, Debbie Smith, Alexis Connelly  
Basketball Commissioners Beatrice and Joel Negron  
Soccer Commissioners Ken DeGennaro, Mario Nikac  
Jr. Marksmanship Commissioner Heinz Schroeder

**Fire Department Line Officers – One year term ending 12/31/24**

Chief Gerard Smithson  
Deputy Chief Christopher Smithson  
Captain Tom Gaspari  
Lieutenant Gregory Amorosso  
Lieutenant Christopher Bodrato  
Lieutenant Edward Rejmaniak  
Lieutenant Edward Witkowski  
Truck Engineer Karl Braun  
SCBA Engineer Christopher Smithson

**Ambulance Corps Line Officers & Executive Branch – One year term ending 12/31/24**

Chief Abbey Fallon  
Assistant Chief Taylor Verdigi  
1<sup>st</sup> Lieutenant Derek Liang  
President Kevin Trainor Sr.  
Vice President Kara McMorro  
Treasurer Thea McDaniel  
Secretary Alex Toroslar

**POLICE DEPARTMENT PERSONNEL –**

**Crossing Guards & Alternate Crossing Guards – One year term ending 12/31/24**

<b>Crossing Guards</b>	<b>Alternates</b>
Bob Bacotti	Matthew Binder
Renee Binder	Adra Mayer
Maureen Coberly	Timothy Morgan
Karen Frigiola	Linnell Navarro
Richard Guttzeit	Martin Renner
Tina Johnson	
Rich Scaglione	

**ROLL CALL**

**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 #2024-01**

**TITLE: RESOLUTION TO CONFIRM THE 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 2024 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 2024 will contain the necessary appropriations in such amount as may be reasonably estimated and required for each such professional; and

**WHEREAS**, Mayor McGuire has duly appointed, and the Council of the Borough of Northvale has duly confirmed, the following professional appointments for the year ending December 31, 2024:

- Borough Attorney** - Bruno and Ferraro  
301 Route 17 North, Suite 211  
Rutherford, New Jersey 07070
- Duration - January 1, 2024 – December 31, 2024
- Amount - Fee schedule as per RFQ received December 2023
  
- Borough Auditor** - Steven Wielkocz  
Wielkocz & Company, LLC  
401 Wanaque Avenue  
Pompton Lakes, New Jersey 07442
- Duration - January 1, 2024 – December 31, 2024
- Amount - Fee schedule as per RFQ received December 2023
  
- Borough Engineer** - Neglia Group  
34 Park Avenue, P.O. Box 426  
Lyndhurst, New Jersey 07071
- Duration - January 1, 2024 – December 31, 2024
- Amount - Fee schedule as per RFQ received December 2023
  
- Bonding Attorney** - Steven Rogut  
Rogut McCarthy LLC  
37 Alden Street  
Cranford, New Jersey 07016-2106
- Duration - January 1, 2024 – December 31, 2024
- Amount - Fee schedule as per RFQ received December 2023
  
- Planner** - Neglia Group  
34 Park Avenue, P. O. Box 426  
Lyndhurst, New Jersey 07071
- Duration - January 1, 2024 – December 31, 2024
- Amount - Fee schedule as per RFQ received December 2023
  
- Tax Appeal Atty** - Giblin & Gannaio, LLC  
2 Forest Avenue, Suite 200  
Oradell, New Jersey 07649
- Duration - January 1, 2024 – December 31, 2024
- Amount - Fee Schedule Promulgated by the Borough
  
- Grantswriter** - Bruno Associates Inc.  
1373 Broad Street, Suite 203B  
Clifton, New Jersey 07013
- Duration - January 1, 2024 – December 31, 2024
- Amount - Retainer
  
- Prosecutor** - Mark P. Fierro, Esq.  
1086 Teaneck, Road  
Teaneck, New Jersey 07666
- Duration - January 1, 2024 – December 31, 2024
- Amount - Per Borough Salary Ordinance
  
- Public Defender** - Jordan D. Yuelys  
505 Main Street, Suite 304  
Hackensack, New Jersey 07601
- Duration - January 1, 2024 – December 31, 2024
- Amount - Per Borough Salary Ordinance
  
- Environmental Engineer LSRP** - Boswell Engineering  
330 Phillips Avenue  
South Hackensack, New Jersey 07606
- Duration - January 1, 2024 – December 31, 2024
- Amount - Fee schedule as per RFQ received December 2023
  
- Appraiser** - Associated Appraisal Group  
6 Commerce Drive, Suite 303



Cranford, New Jersey 07016

Duration - January 1, 2024 – December 31, 2024

Amount - Fee schedule promulgated by the Borough

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

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**RESOLUTION #2024-02**

**TITLE: RESOLUTION TO APPROVE COUNCIL MEETING DATES FOR THE YEAR 2024**

**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 2024 be and they are as follows.

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

**REORGANIZATION MEETING**

Wednesday, January 3, 2024

**COMBINED WORK AND REGULAR MEETINGS**

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

**SINE DIE**

December 30

**RESIDENT OPEN MIC NIGHT**

4<sup>th</sup> Tuesdays of the month at 7:00 PM.

**BUDGET WORK SESSIONS**

These meetings will be held on Thursday evenings at 6:00 PM commencing on a date to be determined and will continue until the completion of the 2024 budget.

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**RESOLUTION #2024-03**

**TITLE: RESOLUTION DESIGNATING 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 31st 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 1st of each year.

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**RESOLUTION #2024-04**

**TITLE: RESOLUTION DESIGNATING 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 2024 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 Municipal Clerk. Checks drawn on the payroll and payroll agency account to be signed by the Chief Financial Officer or Municipal Clerk.

**BE IT FURTHER RESOLVED**, that a facsimile signature of the Municipal 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.

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**RESOLUTION #2024-05**

**TITLE: RESOLUTION AUTHORIZING MAYOR MCGUIRE TO SIGN AGREEMENT WITH MUNIDEX FOR SOFTWARE AND HARDWARE MAINTENANCE FOR VARIOUS DEPARTMENTS**

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

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**RESOLUTION #2024-06**

**TITLE: RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS OF THE BOROUGH**

**BE IT RESOLVED**, that the following newspapers are designated as the official news media for the Borough of Northvale, effective January 1, 2024.

The Bergen Record  
The Star Ledger

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**RESOLUTION #2024-07**

**TITLE: RESOLUTION TO ADOPT A CASH MANAGEMENT PLAN**

**WHEREAS**, N.J.S.A. 40a:5-14 requires the Borough to adopt a Cash Management Program, and

**WHEREAS**, the Borough 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 or State law or regulation; and

**WHEREAS**, the Cash Management Plan shall be amended to incorporate the requirement of Local Finance Notice LFN 2017-24, dated at December 1, 2017 which allows the Borough of Northvale to invest in notes issued by New Jersey municipalities, counties, fire districts and boards of education without prior division approval; and

**WHEREAS**, the Local Finance Notice 2017-24, states the permitted debt obligations from the following local government entities are statutorily authorized to be incorporated into the Borough’s cash management plan without being subject to a 397 day maturity limit:

- Parking Authorities (N.J.S.A. 40:11A-16)
- Sewage and Utilities Authorities (N.J.S.A. 40:14A-30 and 40:14B-62)
- County Improvement Authorities (N.J.S.A. 40:37A-84)
- Pollution Control Financing Authority (N.J.S.A. 40:37C-15)
- Water Commissions created pursuant to N.J.S.A. 40:62-108 et seq. (N.J.S.A. 40:62-133.12)
- Municipal Port Authorities (N.J.S.A. 40:68A-22)
- Bonds issued pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40:12A-1 et seq.) by housing authorities, redevelopment agencies, municipalities, and counties (N.J.S.A. 40A:12A-35)
- Municipal Shared Service Energy Authority (N.J.S.A. 40A:66-22)

**WHEREAS**, the Treasurer and/or CFO is authorized to purchase for investment securities authorized and approved in N.J.S.A. 40A:5-15.1, included in enclosed Appendix A

**NOW, THEREFORE BE IT RESOLVED**, that the Borough’s Cash Management Plan be continued for 2024.

**Objective**

The purpose of the Cash Management Plan (the “Plan”) is to provide the Borough of Northvale (the “Borough”) with maximized current interest income earnings that are consistent with the providing liquidity and the preservation of principal, taking into account other financial





obligations of the county. This plan is in compliance with the requirements of N.J.S.A. 40A:5-14 and N.J.S.A. 40A:5-15-1, which regulates investments by county and local government units and is administered by the NJ Division of Local Government Services.

The Plan establishes the policies and administrative framework regarding cash flow budgeting, investments, and financial institutions including banks and joint government investment programs as permitted by N.J.S.A. 40A:5-15.1 and P.L. 1997, Chapter 148 enacted June 30, 1997.

### **Cash Flow Budgeting**

The Plan acknowledges that an accurate cash flow budget is a prerequisite to the effective management and utilization of the Borough's cash balances.

Prior to the beginning of each budget year the CFO shall cause to be prepared a monthly projection of all anticipated receipts and disbursements for the major operating accounts of the Borough for the coming year. During the course of the year, the CFO shall provide in a monthly report an updated cash flow projection for the remainder of the year, by month, as well as a record of actual cash flows of prior month.

The information derived from the cash flow projections will be utilized by the Treasurer and/or CFO in designing an investment strategy that is consistent with the projections.

The anticipated cash requirements as evidenced by the projections when considered in conjunction with current and projected market trends for interest rates shall be used to construct an appropriate investment portfolio matrix. The portfolio shall be at all times cognizant of cash needs and market conditions as evidenced by the yield curve of eligible investment instruments.

In all cases of relationships with financial institutions, the CFO shall be aware, through the utilization of an external rating source, that the total amount of funds on deposit or invested with any single institution will be in accordance with parameters adopted annually to establish limits for deposit concentration among designed depositories.

The Borough reserves the right to reject quotations and withhold deposits from any institution deemed by the CFO, based on data from the rating service, to be at financial risk.

### **Banking Relationships**

The Borough acknowledges that banking relationships help form the foundation upon which an effective and efficient cash management program is constructed.

Relationships that involve the provision of specialized or customized services that the Borough deems essential should be evidenced in writing and should include information regarding fees and charges as well as methodology used to compensate the bank providing these services.

As required to implement the Plan, the Borough CFO is authorized to establish account relationships with designated depositories on the CFO's signature in accordance with the Borough of Northvale. To securely, efficiently and expeditiously move funds among the depositories accordingly, of certain employees that should be authorized to affect transfers between accounts and to affect investment on behalf of the Borough.

Any bank providing documentation of qualification under the Governmental Unit Deposit Protection Act and having an office in Bergen County shall be a designated depository for County Funds, which includes but not limited to: Valley National Bank and NJ Cash Management Plan. Banking relations shall also extend to credit unions within the county, when state law or regulations permit it. However, decision as to which bank shall receive those funds and in what concentration shall be made in accordance with the guidelines adopted by the Borough based on information supplied by the external rating agency service utilized by the Borough to ensure maximum safety of those funds.



To assure that the Borough is receiving fair and competitive value from its relationships, the Borough CFO will establish a committee comprised of the CFO, Borough Clerk and the Mayor to undertake, at least annually a review and analysis of those relationships. The review shall include, but not limited to, an analysis of balances, fees and charges, services provided, earnings credited and interest rates paid or allowed on accounts maintained by the Borough. Further, the CFO, with the committee shall examine at least twice a year the services offered and the charges and rates available for the provision thereof in the banking community to ensure a competitive atmosphere for the acquisition of the state of the art services for the Borough.

### **Reports**

Monthly, the CFO shall prepare a report for the Governing Body which shall include a summary of all investments and investment activity as well as a compilation of deposits by the depository and account number. The report shall include all new accounts established, if any.

### **Audit Requirements**

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

Cash Management Plan

### **APPENDIX A**

#### **N.J.S.A. 40A:5-15.1. Securities which may be purchased by local units**

Securities which may be purchased by local units.

a.

When authorized by a cash management plan approved pursuant to N.J.S.40A:5-14, any local unit may use moneys which may be in hand for the purchase of the following types of securities which, if suitable for registry, may be registered in the name of the local unit:

(1)

Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;

(2)

Government money market mutual funds;

(3)

Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;

(4)

Bonds or other obligations of the local unit or bonds or other obligations of school districts of which the local unit is a part or within which the school district is located;

(5)

Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Local Government Services of the Department of Community Affairs for investment by local units;



(6)

Local government investment pools;

(7)

Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L.1977, c.281 (C.52:18A-90.4); or

(8)

Agreements for the repurchase of fully collateralized securities, if:

(a)

the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection

(b)

the custody of collateral is transferred to a third party;

(c)

the maturity of the agreement is not more than 30 days;

(d)

the underlying securities are purchased through a public depository as defined in section 1 of P.L.1970, c.236 (C.17:9-41); and

(e)

A master repurchase agreement providing for the custody and security of collateral is executed.

b.

Any investment instruments in which the security is not physically held by the local unit shall be covered by a third party custodial agreement which shall provide for the designation of such investments in the name of the local unit and prevent unauthorized use of such investments.

c.

Purchase of investment securities shall be executed by the "delivery versus payment" method to ensure that securities are either received by the local unit or a third party custodian prior to or upon the release of the local unit's funds.

d.

Any investments not purchased and redeemed directly from the issuer, government money market

mutual fund, local government investment pool, or the State of New Jersey Cash Management Fund, shall be purchased and redeemed through the use of a national or State bank located within this State or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L.1967, c.93 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary



markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities .

e.

For the purposes of this section:

(1)

"government money market mutual fund" means an investment company or investment trust:

(a)

which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940," 15 U.S.C. s.80a-1 et seq., and operated in accordance with 17 C.F.R. s.270.2a-7;

(b)

the portfolio of which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. s.270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities in which direct investment may be made pursuant to paragraphs (1) and (3) of subsection of this section; and

(c)

which is rated by a nationally recognized statistical rating organization.

(2)

"local government investment pool" means an investment pool:

(a)

which is managed in accordance with 17 C.F.R. s.270.2a-7;

(b)

which is rated in the highest category by a nationally recognized statistical rating organization;

(c)

which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities in which direct investment may be made pursuant to paragraphs (1) and (3) of subsection a. of this section;

(d)

which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;

(e)

which does not permit investments in instruments that: are subject to high price



volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value ; and

(f)

which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L.1967, c.93 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities .

f. Investments in, or deposits or purchases of financial instruments made pursuant to this section shall not be subject to the requirements of the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.).

L.1977,c.396,s.8;amended 1991, c.458, s.2; 1997, c.148

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**RESOLUTION #2024-08**

**TITLE: RESOLUTION APPROVING THE APPOINTMENT OF JUDGE ROGER HAUSER FOR 3 YEAR TERM**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Northvale 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 1/1/2024 and expiring on 12/31/2026.

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**RESOLUTION #2024-09**

**TITLE: RESOLUTION TO APPROVE THE APPOINTMENT OF ALTERNATE BOROUGH PROSECUTORS FOR THE 2024 MUNICIPAL COURT SESSIONS**

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

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

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

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**RESOLUTION #2024-10**

**TITLE: RESOLUTION TO APPROVE THE 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 2024.



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**RESOLUTION #2024-11**

**TITLE: RESOLUTION TO APPROVE 2024 TOWING LICENSES FOR THE NORTHVALE POLICE DEPARTMENT**

**WHEREAS**, the following companies have applied for a 2024 License to provide Towing services for the Northvale Police Department; and

**WHEREAS**, the Municipal 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 Municipal 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 Towing

DeMauro Towing  
Rich’s Automotive

Emerson Towing  
JLS Towing D/B/A Northstar

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**RESOLUTION #2024-12**

**TITLE: RESOLUTION 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.

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#### **RESOLUTION #2024-13**

**TITLE: RESOLUTION 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 Municipal 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 Municipal Clerk are hereby authorized to sign an agreement for the Borough of Old Tappan to use Northvale's training facility for their firearms training.

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#### **RESOLUTION #2024-14**

**TITLE: RESOLUTION SUPPORTING THE BERGEN COUNTY FIRE MUTUAL AID PLAN IN THE BOROUGH OF NORTHVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY**

**WHEREAS**, the Borough of Northvale provides fire protection resources for ordinary emergency response requirements within its jurisdiction; and

**WHEREAS**, the Fire Departments in Bergen County have a day-to-day responsibility to provide for the safety and security of lives and property; and

**WHEREAS**, local resources can become exhausted during the small percentage of large magnitude fire or disaster occurrences; and



**WHEREAS**, mutual aid is the most cost-effective method of providing sufficient resources to a local jurisdiction for those extraordinary occurrences; and

**WHEREAS**, it is of mutual benefit for fire departments located within the County of Bergen to provide supplemental resources to each other in the event of a local emergency or disaster; and

**WHEREAS**, this plan will provide a uniform procedure for the coordination of the requesting, dispatching, and utilization of fire department personnel and equipment whenever a local fire department requires mutual aid assistance from any other jurisdiction, both contiguous and non-contiguous; in the event of a fire or emergency; and

**WHEREAS**, a county area mutual aid plan is encouraged by, and is compatible with the State of New Jersey Resource Deployment Act; and

**WHEREAS**, participation in a county area mutual aid plan will not impose liability on the local entity; and

**WHEREAS**, it is the desire of the governing body of the Borough of Northvale to participate in fire mutual aid plan.

**NOW, THEREFORE BE IT RESOLVED**, the Borough of Northvale does hereby agree to authorize their fire department to provide mutual aid assistance to each participating municipality, district, state or federal organization, as identified in the Bergen County Fire Mutual Aid Plan (ESF 4) and as may be amended from time to time by Participating Units and ratified by this body; and

**BE IT FURTHER RESOLVED**, that a copy of this resolution be forwarded to the Bergen County Office of Emergency Management for filing.

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**RESOLUTION #2024-15**

**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 BE IT RESOLVED**, 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 #2024-16**

**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 #2024-17

### **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 #2024-18**

**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.

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#### **RESOLUTION #2024-19**

**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.

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#### **RESOLUTION #2024-20**

**TITLE: RESOLUTION AUTHORIZING THE MUNICIPAL CLERK'S OFFICE TO MAINTAIN A PETTY CASH FUND IN THE AMOUNT OF \$100.**

**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 Municipal Clerk;

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

During the year 2024, Frances Weston, Municipal 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.

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#### **RESOLUTION #2024-21**

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

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

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

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

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

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

During the year 2024, the Senior Center Director be and is hereby authorized and permitted to establish a Petty Cash Fund in the amount not to exceed \$100.00 pursuant to the provisions of NJSA 40A:5-21. Said Petty Cash Fund will be used by such office or department to pay for claims for small miscellaneous expenses.

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



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**RESOLUTION #2024-22**

**TITLE: RESOLUTION 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 3rd day of January, 2024, 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 #2024-23**

**TITLE: RESOLUTION FOR THE 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, Municipal Clerk, as Public Agency Compliance Officer in the Borough of Northvale for the year 2024 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.

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**RESOLUTION #2024-24**

**TITLE: 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.

**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 #2024-25**

**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.

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### RESOLUTION #2024-26

**TITLE: RESOLUTION TO ADOPT 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 #2024-27**

**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.

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**RESOLUTION #2024-28**

**TITLE: RESOLUTON APPOINTING PIAZZA & ASSOCIATES AS THE ADMINISTRATIVE AGENT FOR THE BOROUGH OF NORTHVALE**

**WHEREAS**, the Borough of Northvale has a constitutional obligation to provide affordable housing; and

**WHEREAS**, the Borough Council of the Borough of Northvale has determined to appoint and designate Piazza and Associates as its Administrative Agent.

**NOW, THEREFORE BE IT RESOLVED**, by the Borough Council of the Borough of Northvale, County of Bergen, that the Borough of Northvale hereby retains Piazza & Associates as its designated Administrative Agent.

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**RESOLUTION #2024-29**

**TITLE: APPROVE THE 2024 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 2024 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 2024 cannot exceed twenty six and one-fourth (26.25%) percent of the prior years appropriations; and

**WHEREAS**, temporary appropriations are limited to twenty six and one-fourth percent (26.25%) of the total appropriations of the 2023 budget (\$10,983,858.97) exclusive of any appropriations made for debt service (\$922,295.00), capital improvement fund (\$60,000.00) and for public assistance (\$0.00), in the said 2023 Budget, is the sum of \$2,625,410.52 plus Debt Service \$375,000 and Capital Improvement Fund \$50,000 for a maximum total of \$3,050,410.52;

**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 \$2,809,500 be made and that a certified copy of this resolution be transmitted to the Chief Financial Officer for his records.

<b>Description</b>	<b>2024 TEMPORARY BUDGET</b>
Mayor and Council	
Salaries and Wages	9,000
Other Expenses	500
Administration & Executive	
Salaries and Wages	20,000
Administration Other Expenses	35,000



Financial Administration	
Salaries and Wages	25,000
Other Expenses	25,000
Financial Audit	
Other Expense	11,000
Collection of Taxes	
Salaries and Wages	19,000
Other Expenses	3,000
Assessment of Taxes	
Salaries and Wages	6,000
Other Expenses	2,000
Legal Services & Costs	
Other Expenses	25,000
Engineering Services	
Other Expenses	25,000
Planning and Zoning Board	
Salaries and Wages	1,500
Other Expenses	3,000
Code Compliance	
Salaries and Wages	6,500
Other Expenses	500
Insurance	
Liability Insurance	80,000
Worker's Comp. Insurance	80,000
Other Insurance	4,000
Group Insurance Plan Employees	195,000
Police	
Salaries and Wages	600,000
Other Expenses	25,000
Radio Services Other Expenses	36,000
Fire	
Other Expenses	15,000
Fire House Rental	
Other Expense	15,000
Fire Hydrant Service	
Other Expense	20,000
Ambulance	
Other Expenses	5,000
Fire Prevention Bureau	



Salaries and Wages	12,000
Other Expenses	1,000
Streets and Roads- DPW	
Salaries and Wages	215,000
Other Expenses	60,000
Recycling	
Salaries and Wages	2,000
Other Expenses	2,000
Solid Waste Collection	
Other Expenses	125,000
Solid Waste Disposal	
Solid Waste Disposal	125,000
Buildings & Grounds	
Other Expenses	18,000
Sewer Maintenance	
Other Expenses	7,000
Parks & Playgrounds	
Other Expenses	7,000
Board of Health	
Salaries and Wages	5,000
Other Expenses	9,000
Animal Control	
Other Expenses	2,000
Senior Center	
Salaries and Wages	18,000
Other Expenses	4,000
Senior Trips Other Expenses	1,500
Public Events Celebration Other Exp	1,500
Municipal Court	
Salaries and Wages	17,000
Other Expenses	3,000
Public Defender	
Salaries and Wages	1,500
Prosecutor	
Other Expenses	3,500
Uniform Construction Code	
Salaries and Wages	32,000
Other Expenses	3,000



Utilities	
Electricity	20,000
Street Lighting	20,000
Telephone	12,000
Water	6,000
Gas	9,000
Gasoline	14,000
Social Security System	75,000
DCRP	500
Sewer Authority (BCUA)	180,000
Public Library Salaries (Allocate)	75,000
Public Library Salaries Other Cont	25,000
LOSAP	20,000
Sewer System Norwood	
Other Expenses	2,000
<b>TOTAL APPROPRIATIONS:</b>	<b>2,425,500</b>
<b>CAPITAL IMPROVEMENT FUND</b>	<b>50,000</b>
<b>DEBT SERVICE</b>	<b>0</b>
Interest on Bonds	65,000
Interest on Notes	110,000
Principal On Notes	200,000
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<b>TOTAL TEMPORARY APPROPRIATIONS</b>	<b>2,850,500</b>
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**ROLL CALL**

**OPEN MEETING TO THE PUBLIC**

**MAYOR & COUNCIL COMMENTS**

**ADJOURNMENT**