

**AGENDA  
PUBLIC MEETING  
BOROUGH OF MONTVALE  
Mayor and Council Meeting  
April 9, 2013  
Closed Executive Session 6:30 PM  
Meeting to Commence 7:30 PM**

**CLOSED/EXECUTIVE SESSION:**

Motion to move into Executive Session as provided for by Resolution No. 15-2013 adopted on January 2, 2013 and posted on the bulletin board in the Municipal Building:

The Mayor and Council will go into a Closed /Executive Session for the following:

- a. Police Personnel

Minutes to be disclosed as per the Open Public Meetings Act upon approval of minutes.

**ROLL CALL:**

Councilmember Cudequest

Councilmember LaMonica

Councilmember Curry

Councilmember Lane

Councilmember Ghassali

Councilmember Talarico

**ORDINANCES:**

**PUBLIC HEARING OF ORDINANCE NO. 2013-1373** CALENDAR YEAR 2013 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATIONS LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)

**INTRODUCTION OF ORDINANCE NO. 2013-1375** ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 84 OF THE BOROUGH CODE TO REVISE CERTAIN PROVISIONS CONCERNING PROMOTIONS IN THE POLICE DEPARTMENT  
*(public hearing April 30, 2013)*

**PRESENTATION / INTRODUCTION OF ORDINANCE NO 2013-1374** AN ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 128, ZONING, OF THE BOROUGH OF MONTVALE CODE TO ESTABLISH A NEW AH-PUD ZONE, TO ESTABLISH THE STANDARDS THEREOF AND TO IMPLEMENT CHANGES AND REVISIONS CONSISTENT WITH THE MASTER PLAN  
*(public hearing April 30, 2013)*

**PUBLIC HEARING 2013 MUNICIPAL BUDGET**

**MEETING OPEN TO PUBLIC:**

Municipal Budget Only

**MEETING CLOSED TO PUBLIC:**

Municipal Budget Only

**Resolution No. 88-2013 Adoption of 2013 Municipal Budget**

Roll Call Vote

**MINUTES:**

March 26, 2013

**RESOLUTIONS:**

86-2013 Authorize Jr. Member/Montvale Fire Department/Nicolas Resendes  
87-2013 Award Contract/ Automated Logic / Service and Solutions Contract

**BILLS:**

**REPORT OF REVENUE:**  
**COMMITTEE REPORTS:**

**ENGINEER'S REPORT:**

Andrew Hipolit  
Report/Update

**ATTORNEY REPORT:**

Philip Boggia, Esq.  
Report/Update

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

**COMMUNICATION CORRESPONDENCE:**

None.

**MEETING OPEN TO THE PUBLIC:**

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

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

**MEETING CLOSED TO THE PUBLIC:**

**ADJOURNMENT** The next Meeting of the Mayor and Council will be held April 30, 2013 at 7:30 p.m.

**\*\*\*\*\*Disclaimer\*\*\*\*\***

Subject To Additions And/Or Deletions

**BOROUGH OF MONTVALE  
ORDINANCE 2013-1373**

**NOTICE IS HEREBY GIVEN** that the following Ordinance was introduced and passed on first reading on regular meeting of the Mayor and Council on the 12<sup>th</sup> day of March 2013 and that said Ordinance will be taken up for further consideration for final passage at a regular meeting of the Mayor and Council to be held on the 9<sup>th</sup> day of April, 2013 at 7:30 pm or as soon thereafter as said matter can be reached, at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning same.

Maureen Iarossi-Alwan, Municipal Clerk  
Borough of Montvale

**CALENDAR YEAR 2013  
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS  
AND TO ESTABLISH A CAP BANK  
(N.J.S.A. 40A: 4-45.14)**

**WHEREAS**, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.0% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

**WHEREAS**, the governing body of the Borough of Montvale in the County of Bergen finds it advisable and necessary to increase its CY 2013 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the governing body hereby determines that a 1.5% increase in the budget for said year, amounting to \$146,022.00 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

**WHEREAS**, the governing body hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**NOW THEREFORE BE IT ORDAINED**, by the governing body of the Borough of Montvale in the County of Bergen, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2013 budget year, the final appropriations of the Borough of Montvale shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$340,718.00, and that the CY 2013 municipal budget for the Borough of Montvale be approved and adopted in accordance with this ordinance; and,

**BE IT FURTHER ORDAINED**, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

ATTEST:

APPROVED:

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Maureen Iarossi-Alwan  
Municipal Clerk/Administrator

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Roger Fyfe  
Mayor

**BOROUGH OF MONTVALE  
ORDINANCE NO. 2013-1375**

**NOTICE IS HEREBY GIVEN** that the following Ordinance was introduced and passed on first reading on regular meeting of the Mayor and Council on the 9<sup>th</sup> day of April 2013 and that said Ordinance will be taken up for further consideration for final passage at a regular meeting of the Mayor and Council to be held on the 30<sup>th</sup> day of April, 2013 at 7:30 pm or as soon thereafter as said matter can be reached, at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning same.

Maureen Iarossi-Alwan, Municipal Clerk  
Borough of Montvale

**ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 84 OF THE BOROUGH CODE TO REVISE CERTAIN PROVISIONS CONCERNING PROMOTIONS IN THE POLICE DEPARTMENT**

**WHEREAS**, the Borough of Montvale Police Department is in the process of obtaining Accreditation from the Commission of Accreditation for Law Enforcement Agencies ("CALEA") to better improve its standards and the quality of services provided to the Borough of Montvale; and

**WHEREAS**, in connection therewith, the Borough's Accreditation consultant and the Joint Insurance Fund have recommended certain changes to the Borough's promotion policy; and

**WHEREAS**, the Borough is desirous of adopting a comprehensive promotion policy to be administered by the Borough by and through the Chief of Police in order to establish a fully fair and open promotional process in the Borough of Montvale Police Department.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, as follows:

**Section 1.** The following sections of Chapter 84 of the Code of the Borough of Montvale are hereby amended and supplemented by adding the underlined text and deleting the [bracketed] text, as follows:

**§ 84-11. Grounds for removal.**

Any member of the Police Department may be removed from office, suspended and/or fined, as herein provided for, in addition to any other punishment to which he may be subject by law, against whom any of the following charges may have been substantiated:

...

Y. Violation of the Montvale Police Department Rules and Regulations.

## **§ 84-12. Appointments as policemen.**

All appointments as policemen of the Police Department of the Borough of Montvale shall be made from a list prepared by the Mayor and Council after examination and with special reference to the fitness of the person so appointed. Appointments shall be made for a probationary period of 12 months from the completion of the approved Police Training Commission (PTC) police certification courts, or for pre-certified appointees, 12 months from the date of hire, after which period, the probationary appointee may be eligible for a permanent appointment. Said list shall be in force for a period of one year from the time of certification. All appointments by the Mayor and Council to the Police Department shall be made from the list of applicants who have passed the written, oral and physical examinations as well as a comprehensive background investigation as provided in this ordinance, subject to the provisions hereof. [No appointment shall be made until said appointee shall have completed his basic training period of 12 months.]

## **§ 84-13. Examination by Examining Board required.**

- A. Applicants for appointment to the Police Department of the Borough of Montvale shall be required to submit themselves to such examination as may be required by the Police Examining Board designated by the Chief of Police[Mayor and Council].
- B. No applicant shall receive consideration for appointment to the Police Department unless he shall have received a passing grade and successfully completed the entire appointment process as required by the Chief of Police. The Chief of Police will provide a list of finalists and recommendations to the Mayor and Council for consideration for appointment. [; provided, however, that the f]Final determination for appointment [as to the fitness of the appointee] shall be reserved to the [sole discretion of the] Mayor and Council.

## **§ 84-15. Promotions.**

- A. Chief of Police.
  - (1) Whenever a vacancy or impending vacancy for the position of Chief of Police occurs within the Montvale Police Department, the Mayor will empanel an Examining Board to conduct evaluations of all applications, which may include but not be limited to written and oral skills, management ability, psychological assessment and other pertinent areas of performance-related matters. [All applicants shall submit to the Examining Board a resume outlining in detail experience and educational background. The Examining Board shall conduct evaluations of all applicants, which may include but not be limited to written and oral skills, management ability, psychological assessment and other pertinent areas of performance-related matters.] The Examining Board shall submit the name of at least one candidate to the Mayor for appointment.
  - (2) The Mayor and Council will determine application eligibility criteria before announcing the opening to members of the Police Department. All eligible applicants shall submit to the Examining Board a resume outlining in detail his or her experience and educational background. The Examining Board may require an independent examination by the New Jersey State Police Chiefs Association, the International Association of Chiefs of Police or other comparable testing entity. The testing entity will develop and conduct an grade examination that will consist of a series of multiple-choice questions, or an oral examination and then grade the oral examination. The Mayor or his designee may submit or suggest any appropriate topic areas or questions to the outside testing entity to be included in the examination. These questions will be based upon police practices and may include police and investigative procedures.

supervisory and administrative principles, New Jersey criminal law, report writing, search and seizure issues, New Jersey Attorney General Guidelines and Directives and legal aspects and requirements of police work. The Mayor or his designee shall provide a written announcement of the reading list or syllabus of possible sources of materials utilized in developing the test in order for candidates to prepare for the written examination.

- (3) The candidates will be required to submit to any additional testing or evaluations such as a psychological evaluation that the Examining Board deems appropriate.
- (4) [(2)] The Mayor may accept or reject the recommendation(s) of the Examining Board. If the Mayor selects a candidate recommended by the Examining Board, he shall appoint a Chief of Police, with the advice and consent of the Borough Council.
- (5) [(3)] If the Mayor does not find any candidate of the Examining Board to be suitable, he may select another person to fill the vacancy of Chief of Police and appoint said person, with the advice and consent of the Borough Council.
- (6) [(4)] In the event that the Mayor fails or refuses to make a selection as above provided for within a reasonable time after a vacancy in the office is determined to exist, then in such event, the Council may, on motion, appoint such person as it deems qualified, subject to the provisions of this ordinance.

B. All other promotions.

- (1) Whenever a vacancy in a higher rank occurs, the Chief of Police shall submit a request to the Mayor and Council to fill the vacancy. If approved, the Chief of Police will then initiate the promotion procedure as outlined by the current Promotion Policy in the Montvale Police Department. The Appropriate Authority (Montvale Mayor and Council) reserves the right to make the final determination for promotion from any one of the top three (3) scoring candidates from the sergeant, lieutenant or captain eligibility list. In the event of numerous promotional openings during the life span of the promotional list, the number 4, 5 and 6 ranking candidates may be considered if they have received a passing score on the total examination. In no case will a candidate be promoted over another candidate who was ranked more than two positions higher on the final eligibility list. The Chief of Police or his designee will provide the Mayor and Council with the eligibility list and provide advice to the Mayor and Council about the finalists. [ upon request, submit to the Mayor and Council the name(s) of qualified personnel to fill the vacant position. The Examining Board shall conduct an examination, written or oral, or both, as to physical, mental and other qualifications for such promotion and invite the recommendations of the Chief as well as other qualified candidates to participate in the evaluation process. A list of all candidates passing the examination shall be filed with the Mayor and Council for its review, The Mayor and Council shall interview each candidate and select the individual who, in its opinion, is best suited for the position, provided that the governing body deems it appropriate that such vacancy be filled.]
- (2) Eligibility for promotions, testing criteria, appeals processes as well as point valuation for seniority, education, performance and discipline are outlined in the Montvale Police Department Policy. [Applicants for promotion shall be required to submit themselves to an examination as may be required by the Examining Board. The Mayor shall appoint a Chief of Police subject to the same being confirmed by a majority vote of the Borough Council.]

- (3) All promotions shall be made in accordance with the Promotion Policy for the Borough of Montvale Police Department, a copy of which is on file in the Montvale Police Department. Notwithstanding the foregoing, the Chief of Police is expressly authorized to relax certain provisions of the Montvale Police Department Promotion Policy, as set forth within the Promotion Policy, when deemed necessary to meet the administrative needs of the Police Department. [The Examining Board shall conduct examinations, written or oral, or both, as to physical, mental and other qualifications for such promotions. Upon the holding of each examination, the Examining Board shall rate said applicants and certify the rating of all such applicants to the Mayor and Council. Promotions shall be made according to such ratings, giving consideration to length of service, knowledge of duties, ability, integrity, dedication to employment, responsibility and tactfulness in the conduct of duty by past record, and only after a personal interview with the Mayor and Police Committee.]

C. General provisions. Notwithstanding anything to the contrary, all promotions shall be made with due regard to the provisions of N.J.S.A. 40A:14-129 and N.J.S.A. 40A:14-130.

## **Section 2. Adoption of Promotion Policy.**

The Mayor and Council hereby adopt the Promotion Policy attached hereto for the Borough of Montvale Police Department, a copy of which is on file in the Borough of Montvale Police Department. This Promotion Policy shall be effective immediately and shall supersede any prior promotion policy for the Montvale Police Department.

## **Section 3. Repeal of Inconsistent Ordinances.**

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

## **Section 4. Savings Clause.**

Nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed pursuant to this Ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

## **Section 5. Severability.**

The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

**Section 6. Effective Date.**

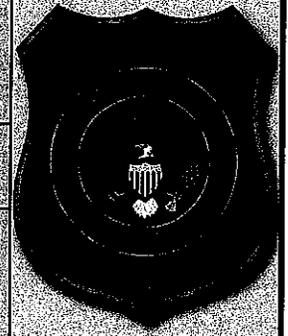
This ordinance shall become effective upon adoption and publication as required by law.

\_\_\_\_\_  
ROGER FYFE, Mayor

ATTEST:

MAUREEN IAROSSO-ALWAN, RMC  
Municipal Clerk

# MONTVALE POLICE DEPARTMENT



**VOLUME:**

**CHAPTER:**

**# OF PAGES: 13**

**SUBJECT: PROMOTION POLICY**

**BY THE ORDER OF:**

**Chief of Police Jeremy Abrams**

**ACCREDITATION STANDARDS:**

**2.3.1 a-i**

**APPROPRIATE AUTHORITY:**

**Montvale Mayor and Council**

**Effective Date:**

**April 1, 2013**

**SUPERSEDES ORDER #:**

**Any/All previous Promotion Policies**

## **PURPOSE:**

The purpose of this policy is to establish the department's policy and procedures concerning promotions.

## **POLICY:**

This policy will provide all eligible candidates for promotion with fair notice and equal access to the promotional process. Additionally, the goal of this policy is to strive to identify the most qualified members of the police department for promotion to leadership positions within the department and to set forth the components of the promotional process that will be utilized in carrying out the process.

## **PROCEDURES:**

**I. Promotion, defined.** Promotion denotes vertical movement or advancement in the organization hierarchy from one rank to another, usually accompanied by increases in salary. The promotional process begins with identifying employees who have the potential for assuming greater responsibility and who possess the skills, knowledge, maturity and abilities required to perform at the level being considered for promotion. It is the intent of the police department to utilize a promotional process governed by State law as well as in compliance with applicable standards of the Commission on Accreditation of Law Enforcement Agencies, Inc.

### **II. Promotion to the rank of Sergeant.**

**Eligibility.** No person shall be eligible for a promotion to the rank of sergeant unless that person shall have served as a police officer in the Montvale Police Department for at least seven (7) complete continuous years prior to the deadline for submission of a letter of intent to participate in the promotional process.

**Testing.** Candidates for sergeant shall participate in the testing process set forth in Article VI of this Policy.

### **III. Promotion to the rank of Lieutenant.**

**Eligibility.** No person shall be eligible for a promotion to the rank of lieutenant unless that person shall have served in the capacity as a sergeant (including as a full time "acting" sergeant\*) for at least one (1) year or in the event that there are

less than three (3) eligible candidates (existing sergeants), officers who have been regular police officers on the police department for at least ten (10) continuous years prior to the deadline for submission of a letter of intent to participate in the promotional process.

\*Acting Sergeant is defined as an officer who has been temporarily designated in the capacity of squad leader by the Chief of Police without having been promoted to Sergeant. Sporadic recipients of "OIC" pay are not considered acting Sergeants.

**Testing.** Candidates for lieutenant shall participate in the testing process set forth in Article VI of this Policy.

#### **IV. Promotion to the rank of Captain.**

**Eligibility.** No person shall be eligible for a promotion to the rank of captain unless that person shall have served in the rank of lieutenant (including as an "acting" lieutenant\*) in the police department for at least one (1) year **or** in the event that there are less than two (2) eligible candidates (existing lieutenants), lieutenants with less than one year of time in rank. If there is no combination of two (2) of the aforementioned lieutenants, sergeants who have been regular police officers on the police department for at least twelve (12) complete continuous years prior to the deadline for submission of a letter of intent to participate in the promotional process.

\*Acting Lieutenant is defined as a Sergeant who has been temporarily assigned to fill a vacant Lieutenant position by the Chief of Police.

**Testing.** The examination for the position of captain will consist of an oral interview conducted by three of the following; Chief of Police, Police Commissioner, Deputy Police Commissioner, Borough Administrator, Mayor, or other Council Member appointed by the Mayor. If the Chief of Police is not part of the interview board, he/she will provide insight on the candidates to the promotion board. The interview board shall have access to the candidate's resume and a synopsis of the candidate's personnel file (provided by the Chief of Police), consisting of past evaluations, career experience, commendations and disciplinary actions. The evaluators will each award up to thirty three and one third (33 1/3) points for a combined possible score of one hundred (100) points. The interview board shall recommend candidates for captain in

accordance with the standards set forth in N.J.S.A. 40A:14-129. As all candidates for the position of captain have already undergone testing for promotion to the rank of sergeant and lieutenant, the requirement for a written multiple-choice examination and other testing for the rank of captain are hereby dispensed with. The interview board will present its findings to the Mayor and Council for approval. The Mayor and Council may elect to conduct an additional oral interview for the position of Captain, and make the final selection based on the findings of the Interview Board and the oral interview by the Mayor and Council.

**VI. Testing Process for Promotion to Sergeant and Lieutenant.** The Chief of Police shall obtain permission from the governing body to hold a promotional examination process. After having received such approval, the Chief of Police or his designee shall provide a written announcement of the promotional process to all sworn personnel. The announcement shall include a recitation of the eligibility for the position. Candidates for promotion shall be required to submit a written request to the Chief of Police or his designee prior to the closing date of the announcement to participate in the process. The announcement shall include a description of the promotional process and should indicate to candidates the format, length and duration of any examinations, together with a description of any other portions of the promotional process, any minimum cut-off scores to continue to advance and a numerical weight assigned to each element. No person shall be eligible to participate in the promotional process unless he or she has submitted a written request prior to the deadline set forth by the Chief of Police or his designee.

**A. Written Examination.** At least six weeks before the written examination, the Chief of Police or his designee shall announce the date, time and location of the written examination. The Chief of Police shall obtain authorization from the governing body to enter into a contract with New Jersey State Association of Chiefs of Police, the International Association of Chiefs of Police or other comparable testing entity to develop and conduct an examination that will consist of a series of multiple-choice questions and then grade the written multiple-choice examination. The Chief of Police or his designee may submit or

suggest any appropriate topic areas or questions to the outside testing entity to be included in the examination. These questions will be based upon basic police practices and may include police and investigative procedures, supervisory and administrative principles, New Jersey criminal law, report writing, search and seizure issues, New Jersey Attorney General Guidelines and Directives and legal aspects and requirements of police work. The Chief of Police or his designee shall provide a written announcement of the reading list or syllabus of possible sources of materials utilized in developing the test in order for candidates to prepare for the written examination. Eligible candidates who are scheduled to work during the written examination will be excused from duty to take the examination. Candidates must receive a passing score ( a minimum of 70%) on the written portion of the testing process to be eligible to continue further in the promotion process.

In the event that are three or fewer eligible candidates for the position of sergeant or lieutenant, the written test may be dispensed with at the discretion of the Chief of Police.

**B. Seniority.** Due consideration and preference shall be given to seniority and length of service, in accordance with N.J.S.A. 40A:14-129. Candidates participating in the promotional process for the rank of sergeant or lieutenant shall be entitled to points for seniority. Seniority for sergeant's candidates shall be calculated by awarding each candidate 0.055 points per month of service from the date of hire, up to a maximum of 12 points. Seniority calculated for each officer begins at their date of hire in the Montvale Police Department as a regular, full time officer and end at the posted deadline to submit a letter of intent to participate in the process. Seniority for lieutenant's candidates shall be calculated by awarding 0.055 points per full month of service as a sergeant, up to a maximum of 12 points. Seniority shall be added to the total score for promotion. No further advantage will be given for seniority.

**C. Evaluation of Performance.** Candidates for the rank of sergeant and lieutenant shall be evaluated by a promotion panel scoring the candidate in a variety of job related areas (see evaluation Table 1 at end). For promotions to Sergeant the Chief of Police will select a promotion panel that shall consist of no less than 3 nor more than 4 members of the police

department (Chief, Captain, and Lieutenants). For Lieutenant promotions, the Chief of Police will select a promotion panel that shall consist of 3 evaluators (Chief, Captain, Police Commissioner or Deputy Police Commissioner). The Chief of Police or his designee may require promotional candidates to sit through an oral interview conducted by the same promotional panel.

The Chief of Police or his designee may require promotional candidates and oral interview panel members to sign a confidentiality and non-disclosure agreement to insure compliance with these requirements.

For the evaluation portion, the Chief of Police or designee shall cause a list of the categories to be evaluated to be distributed to all sworn personnel at the time the examination is announced. Officers will submit, in writing, a list of any and all assignments, duties and other ancillary functions that the officer performs for consideration by the evaluation committee. Failure to provide the described list will result in those areas not being considered for the promotional process.

**D. Final Scoring.** The evaluation portion and/or the oral interview portion (if used) of the process shall be combined with the other promotion points criteria as set forth in Table 1 of this policy. The Table 1 score will represent 50% of the total score and will be added to the written examination which will be worth 50% of the total score for the final score and ranking. The evaluation and scoring criteria in Table 1 of this policy may be subject to change to meet the administrative needs of the Department. Participants in the process will be notified of any changes and all evaluation criteria upon the announcement and initial notice of the promotion examination.

**VII. Lateral Entry or Lateral Transfers.** No lateral entry or lateral transfer is permitted from another agency to a promotional rank within the police department. Seniority points for lateral transfers from other agencies or departments start at their hiring date as a regular full time police officer in the Montvale Police Department.

**VIII. Security of Promotional Materials.** The Chief of Police or his designee shall be responsible for the security and custody of promotional materials. All promotional materials will remain

in the secured promotional file located in the office of the Chief of Police or such other secure area as designated by the Chief.

**IX. Release of Results and Promulgation of Eligibility Lists.**

At the conclusion of the promotional process, the Chief of Police or his designee will publish and disseminate to each candidate his or her scores in each phase of the promotional process together with the candidate's final score for the purposes of promotion. Final scores will be posted for all members of the Department to inspect. This publication and dissemination shall be applicable to each rank involved in the promotional process. After the expiration of the time for filing of appeals set forth below, and the disposition of any such appeal, the Chief of Police shall publish and disseminate a list of eligible candidates in the order of their final scores for promotion. Said eligibility list will be distributed to all sworn personnel and to the borough administrator and governing body. The eligibility list will remain in effect for a period of 12 months from the date of final posting. The eligibility list may be used for the purposes of making promotions for openings that occur during the time that the eligibility list is in effect, without the need for conducting a full promotional process. Officers who attain the minimum service time or qualifications to apply for a position after the deadline for submission of a letter of intent to participate in the promotional process will not be eligible until the expiration date of the current list and a new promotion testing cycle has been authorized. After the expiration of the eligibility list, candidates who were not promoted will be required to re-apply for and participate anew in any subsequent promotional process. The Chief of Police may extend the expiration of the eligibility list for an additional six months to meet the administrative needs of the Department.

**X. Probationary Period.** No promotion shall become final until a three month probationary period has been served and the Chief of Police recommends that the promotion becomes permanent and that recommendation is accepted by the Mayor and Council.

**XI. Final Determination of Promotion by Appropriate Authority.**

The Appropriate Authority (Montvale Mayor and Council) reserves the right to make the final determination for promotion from any one of the top three (3) scoring candidates from the sergeant or lieutenant eligibility list. In the event of numerous promotional openings during the life span of the promotional list, the number 4, 5 and 6 ranking candidates may be considered if they have received a passing score on the total examination. In no case will a candidate be promoted over another candidate who was ranked more than two positions higher on the final eligibility list. The Chief of Police or his designee will provide the Mayor and Council with the eligibility list and provide advice to the Mayor and Council about the finalists. The Mayor and Council may ask to review the findings of the Police Interview Board prior to making the final determination.

## **XII. Appeals of Promotional Process.**

1. Within ten (10) days of the publication and dissemination of final scores and rankings of candidates, a candidate may file a written appeal directed to the Chief of Police.
2. Said written appeal must contain the reason(s) or justification for said appeal. The Chief of Police will assess the request and make a determination as to how the request will be addressed, on a case by case basis. For instance, appeals from any written multiple choice examination shall be directed by the Chief of Police or his designee to the entity or testing agency which developed, administered and/or graded the multiple choice examination. As part of any appeal, any candidate may review his or her evaluation or any other internal documents that were utilized in the promotional process. The Chief of Police, after referral of the appeal to any outside testing agency, if appropriate, shall decide the appeal within 30 days of filing or within 30 days of receiving validation from the entity or agency responsible for testing (if applicable). The Chief of Police shall make a written decision on the appeal together with a brief statement of the reasons therefor. All decisions by the Chief of Police on appeal shall be final.
3. At the conclusion of the testing/appeal process, determinations made by the Appropriate Authority from the final three candidates will be final.
4. If any section, subsection, sentence, clause, phrase or portion of this policy is for any reason declared invalid or

unconstitutional by any court or federal or State agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

**XIII. Promotion to Chief of Police.**

Promotion to the rank of Chief of Police is the sole province of the Montvale Mayor and Council. Articles contained in this policy do not apply to the selection of a Chief of Police. Rules, criteria, application process, selection process etc. for the position of Chief of Police are outlined in the code of the Borough of Montvale.

**XIV. Effective date of policy, repeal of previous policies.**

1. All policies or resolutions or parts of policies or resolutions inconsistent here with are hereby repealed to the extent of such inconsistency.
2. This policy shall become effective upon publication as required by law [or such other time period depending upon the form of municipal government].

**Table 1.**

**Sample Sergeant /Lieutenant Promotion Evaluation Criteria Table**

<b>TYPE</b>	<b>QUALIFYING DESCRIPTION</b>	<b>POINTS</b>
<b>Seniority –Sergeant Promotion</b>	0.055 points per full month of service	Maximum of 12 points
<b>Seniority – Lieutenant Promotion</b>	0.055 points per full month of service as a Sergeant	Maximum of 12 points
<b>Education</b> Degree in Criminal Justice or related field of study. Points awarded for highest degree only.	Associate Degree Bachelor's Degree Master's Degree or other qualifying advanced degree	4 point 6 points 8 points
<b>Overall Productivity</b> Includes assignments and assignment performance, summonses, arrests, & ancillary duties.	Evaluation of overall performance in the listed areas. For Sergeants, includes overall squad performance.	Up to 30 points Chief awards up to 10 points, all other evaluators award combined total of up to 20 points.
<b>Evaluation Panel Review or Oral Interview results</b>	Leadership ability, appearance, demeanor, esprit de corps, punctuality, dedication, interaction with coworkers, interaction with supervisors, interaction with community, self-motivation, honesty, integrity, availability, ethics, adaptability, report writing quality, loyalty to agency, initiative, motivation, past discipline, etc.	Up to 50 Chief awards up to 18 points, other evaluators award combined total of up to 32 points.



**CANDIDATE AGREEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE**

I, \_\_\_\_\_, hereby acknowledge that I am a candidate for the position of police sergeant and will be taking the oral board examination. I will be asked a series of questions regarding my knowledge, skills and abilities pertaining to the position of police sergeant. In addition to testing my knowledge, these questions are designed to assess my composure, maturity, interpersonal skills and potential for promotion. I am aware of the confidential nature of this interview and the importance of keeping the information confidential so the process is not compromised. Therefore I expressly acknowledge the following:

1. I will not discuss or disclose the process or contents of the questions, including my answers with any candidate until all of the interviews are completed on \_\_\_\_\_.
2. I will not discuss or disclose the process or contents of the questions, including my answers with any third party until all of the interviews are completed on \_\_\_\_\_.
3. I will not reveal what was not asked by the panel with any candidate or third party until all of the interviews are completed on \_\_\_\_\_.
4. If any candidate or third party attempts to question me regarding the process or contents of the questions I must immediately report this to the Chief of Police.
5. If any person does question me regarding the process or contents of the questions, I must advise them I am not permitted to discuss it until all candidates have completed the interview.
6. I will not electronically record any audio or video this process openly or in a clandestine manner.
7. On the day of my interview, I will be sequestered and will not be permitted to leave the building until authorized by a command officer.
8. I understand that if I do leave it will disqualify me from the promotional process and it may cause the cancellation of all interviews.
9. I understand I may not make or receive phone calls or make or receive any electronic or digital communication during the sequestration period.
10. If I violate any of these terms, I may be subject to criminal charges and/or discipline which could lead to termination of my employment with the Montvale Police Department.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_



**ORAL BOARD PANEL MEMBER AGREEMENT REGARDING CONFIDENTIALITY**

I, \_\_\_\_\_, hereby acknowledge that I have been selected and assigned by the Montvale Police Department as a member of the oral board interview panel. I will be assisting in conducting interviews for the position of police \_\_\_\_\_. As a panel member, I am aware of the confidential nature of my work and therefore expressly acknowledge the following:

1. I will have access to confidential information or material relating to the oral board examination process.
2. I will not discuss this material or process with any person going before the panel or any third party unless authorized by the Chief of Police.
3. If an applicant attempts to contact me regarding any aspect of the process prior to its completion, I will immediately contact the Chief of Police.
4. If any third party attempts to contact me about the oral board contents or process, I will immediately contact the Chief of Police. This notification to the Chief of Police will occur regardless if I believe the third party is attempting to obtain information to benefit a candidate.
5. I can be objective during the interview and will keep personal feelings and/or opinions out of the process.
6. I will only judge the candidates on their knowledge, skills, abilities and promotional potential.
7. If at any point during the process I believe there is a conflict of interest, I will immediately report it to the Chief of Police.
8. If I violate any of these terms, I may be subject to I may be subject to criminal charges and/or discipline which could lead to termination of my employment with the Montvale Police Department.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_



**REQUEST TO PARTICIPATE IN PROMOTIONAL EXAMINATION PROCESS**

I, \_\_\_\_\_, hereby request to be considered for the position of **police sergeant**. I have read, understand and certify that I meet the eligibility requirements as set forth in the Montvale Police Department Promotion Policy.

I understand that I must submit to a written examination as directed by the Chief of Police. I further acknowledge that I must submit a resume to the Chief of Police by **January 1, 2013**. I understand that the resume must contain any and all information regarding assignments, duties, awards, abilities, attributes, education level, etc. that I wish for the interview panel to consider. I may be required to provide documentation of information I have put up for consideration. I understand that it is my obligation to submit this information in full by the date required if I wish for it to be considered as part of the promotional process.

I have been advised that the Chief of Police has knowledge of and access to my seniority status, attendance and sick leave records, my summons and arrest productivity numbers, past evaluations as well as my disciplinary history. I understand all aspects of my employment as a Montvale Police Officer including, but not limited to the aforementioned will be considered as part of the promotional process. The promotional panel will have access to a synopsis of my Personnel File and will be able to review my past evaluations. I have been advised that in addition, the promotion panel may or may not interview me as part the process as determined by the Chief of Police.

I have read and understand the Evaluation Criteria as explained in Table 1 of the MPD Promotion Policy. I also acknowledge that I have been informed of the point value to each area of the testing process:

<b>Written Test</b>	<b>Up to 100 points</b>
<b>Evaluation Criteria (below)</b>	<b>Up to 100 points</b>
Seniority	Up to 12 points
Education	Up to 8 points
Assignment and Productivity evaluation	Up to 30 points
Evaluation panel review	Up to 50 points

I have been advised that the total score from the written testing portion is worth a total of 50% of the final score and the total score from the Evaluation Criteria is worth 50% for a final score.

I understand that within ten (10) days of the publication and dissemination of final scores and rankings of candidates, I may file a written appeal directed to the Chief of Police, as established in the current Montvale Police Department Promotion Policy.

I understand that any untruthfulness or falsification of any part of the promotion process will eliminate me from consideration and may result in further disciplinary action.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

## **BOROUGH OF MONTVALE**

### **NOTICE OF HEARING ON PROPOSED AMENDMENT TO ZONING ORDINANCE**

**PLEASE TAKE NOTICE** that the Mayor and Council of the Borough of Montvale will hold a hearing at the Municipal Complex, 12 Mercedes Drive, Council Chambers, Second Floor, Montvale, New Jersey, at 7:30 p.m. on April 30, 2013 to consider an Ordinance, designated as Ordinance No. 2013-1374 ("the Ordinance"), to amend the Borough's Zoning Ordinance. A copy of the proposed Ordinance is enclosed.

The Ordinance, if adopted, would implement recommendations previously made in an Amendment to the Land Use Element and Housing Element and Fair Share Plan of the Borough of Montvale Master Plan adopted by the Planning Board on April 2, 2013. The properties which are recommended for rezoning in the Amendment to the Master Plan, and would have their zone classifications changed, are two parcels owned by the DePiero family and located in two different locations and a third parcel owned by Katalin Deim ("Deim"). The first parcel is a +/- 25 acre tract known as Block 2802, Lots 2 and 3 as depicted on the Borough tax map which has frontage on West Grand Avenue, Mercedes Drive and Philips Parkway (the "Block 2802 parcel"). Presently, this parcel is used for farming and also contains the DePiero's Country Farm Store, which has an address of 300 West Grand Avenue. The Block 2802 parcel is partially located in the OR-4 Office Research District which permits office buildings and scientific and research labs, among other uses, and a portion is also located in the AH-8 Affordable Housing District which allows an inclusionary housing development at a density of eight (8) units per acre which, if developed, could result in the construction of 160 residential units of which 32 units are required to be affordable housing units. The second property is known as Block 1002, Lot 5, which is a +/- 1.6 acre parcel located on the north side of Summit Avenue to the east of the Garden State Parkway, to the west of Summit Avenue's intersection with Green Way and opposite Craig Road ("the Block 1002 parcel"). This property is located in the R-40 District which permits single-family residential development and is currently utilized by DePiero's Farm for agricultural purposes. The third parcel is known as Block 1002, Lot 3, with an address of 161 Summit Avenue, is owned by Deim, comprises an area of +/- 1.5 acres, and is also on the north side of Summit Avenue. This parcel adjoins Lot 5 at its western boundary, is also located in the R-40 District, and is improved with a single-family residence.

The Ordinance proposes that both the Block 2802 parcel and the Block 1002 parcels would have their zoning classifications changed to AH-PUD Affordable Housing Planned Unit Development. The Ordinance would permit

the development of the Block 2802 parcel with a retail center development with a large anchor store, together with additional retail uses. The Block 1002 parcels would be permitted to be developed with thirty-two (32) affordable housing units, which would fulfill the affordable housing obligation currently placed upon the Block 2802 parcel.

In addition to establishing the permitted uses, the proposed Ordinance also contains provisions as to permitted accessory uses and certain prohibited uses. Area and other dimensional standards are established for both the affordable-housing residential component and the retail center component. Standards, including but not limited to, vehicular circulation, off-street parking, landscaping, building size, building details, open space, and permitted signage are detailed in the proposed Ordinance.

The foregoing is not intended to address each and every provision and each and every change proposed in the proposed Ordinance and interested persons should carefully review the proposed Ordinance, which is enclosed.

All persons, property owners and others interested in the proposed Ordinance may appear and be heard in person or by attorney at the hearing on April 30, 2013 at 7:30 p.m. at the Municipal Complex. Formal action may or may not be taken at that time, or at an adjourned hearing after April 30, 2013. The Mayor and Council reserve the right to adopt the proposed Ordinance or revise same, and/or continue the public hearing to any additional public meetings.

Maureen Iarossi-Alwan  
Municipal Clerk

**BOROUGH OF MONTVALE  
ORDINANCE 2013-1374**

**NOTICE IS HEREBY GIVEN** that the following Ordinance was introduced and passed on first reading on regular meeting of the Mayor and Council on the 9<sup>th</sup> day of April 2013 and that said Ordinance will be taken up for further consideration for final passage at a regular meeting of the Mayor and Council to be held on the 30<sup>th</sup> day of April, 2013 at 7:30 pm or as soon thereafter as said matter can be reached, at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning same.

Maureen Iarossi-Alwan, Municipal Clerk  
Borough of Montvale

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
ORDINANCE NO. 2013-1374**

**AN ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN,  
STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 128,  
ZONING, OF THE BOROUGH OF MONTVALE CODE TO ESTABLISH A NEW  
AH-PUD ZONE, TO ESTABLISH THE STANDARDS THEREOF AND TO IMPLEMENT  
CHANGES AND REVISIONS CONSISTENT WITH THE MASTER PLAN**

**WHEREAS**, pursuant to N.J.S.A. 40:55D-62b, the Mayor and Council of the Borough of Montvale are authorized and empowered to adopt and amend the Zoning Ordinance for the Borough; and

**WHEREAS**, pursuant to N.J.S.A. 40:55D-62, amendments to the Zoning Ordinance must ordinarily be either substantially consistent with the land use and housing elements of the Master Plan, or designed to effectuate such plan elements; and

**WHEREAS**, the Borough's most recent Master Plan Report was duly adopted on April 1, 2008, with an Amendment to Land Use Element and Housing Element and Fair Share Plan, duly adopted on July 17, 2012 and April 2, 2013; and

**WHEREAS**, the stated goals of the Master Plan include increasing the Borough's ratable base, updating regulations relating to land use and traffic generation, and promoting sustainability; and

**WHEREAS**, it is the intent of the Borough to maintain its commitment to the provision of its fair share of low- and moderate-income housing and, although the proposed AH-PUD District modifies the provisions of the AH-8 Affordable Housing Zone, the AH-PUD District in its entirety, including both residential and nonresidential components, is intended to be an inclusionary housing district which provides a realistic opportunity for the production of 32 dwelling units reserved for occupancy by low- and moderate-income households; and

**WHEREAS**, it is the opinion of the Mayor and Council of the Borough of Montvale that the adoption of this ordinance will promote the stated goals of the 2008 Master Plan, including increasing the Borough's ratable base, updating regulations relating to land use and traffic generation, and promoting sustainability; and

**WHEREAS**, upon passage of this Ordinance upon first reading, it shall be referred to the Planning Board for review and confirmation that the proposed amendments to the Zoning Ordinance and limiting schedule, as set forth in this Ordinance, are substantially consistent with the Borough of Montvale Master Plan or designed to effectuate such elements.

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

**Section 1.** Borough Code Chapter 128, "Zoning," Article II, "Districts and Zoning Map," Section 2.1, "Classes of districts," is hereby amended and supplemented by adding a new AH-PUD district as indicated:

**§ 128-2.1. Classes of districts.**

For the purpose of this ordinance, the Borough of Montvale is hereby divided into the following districts:

AH-PUD          Affordable Housing—Planned Unit Development District

**Section 2.** Borough Code Chapter 128, "Zoning," Article II, "Districts and Zoning Map," Section 2.2 "Zoning Map" is hereby amended and supplemented by adding a new AH-PUD District on the list of zoning districts and by graphically amending the Zoning Map to show the following properties in the AH-PUD District.

Block 2802, Lots 2 and 3  
Block 1002, Lots 3 and 5

**Section 3.** Borough Code Chapter 128, "Zoning," Article III, "Definitions," Section 3.1, is hereby amended and supplemented by adding new definitions as indicated:

**§ 128-3.1. Definitions and word usage.**

B. Terms defined. Certain words in this ordinance are defined for the purpose thereof as follows:

**ANCHOR RETAIL STORE.** A supermarket, and/or a maximum of four (4) lifestyle retail uses as defined below located in a single building, with a gross floor area of not less than 60,000 square feet. A supermarket may include: the sale of fresh produce, prepared and pre-prepared foods for on- or off-site consumption, baked goods, cheese, meat, groceries, beer, wine, liquor, household items, flowers, gifts, cosmetics and pharmaceutical goods, and in which the following goods may also be sold provided that the total floor area devoted to such goods shall not exceed twenty percent (20%) of the gross floor area: clothing, furniture, sporting goods, auto parts, tires and batteries, home and garden supplies, televisions, computer and video games, sporting goods, pool supplies and equipment, and pet supplies.

**BIG-BOX GENERAL RETAIL STORE.** A retail store with a gross floor area of 60,000 square feet or more in which the general merchandise, including but not

limited to the following, comprise over twenty percent (20%) of the gross floor area: toys, clothing, sporting goods, automotive supplies, electronics, appliances, home and garden supplies, pool supplies and equipment, discount dollar items, bedding, photo processing, a portrait studio, cellphone sales, a bank, pet shop, video rental, hair and/or nail salon, hardware, jewelry, banks and fast food outlets.

**AFFORDABLE HOUSING PLANNED UNIT DEVELOPMENT.** An area of a minimum contiguous or noncontiguous acreage of 25 acres or more to be planned as a single entity, although potentially to be developed by separate developers, one of which may be a public entity or nonprofit entity, containing one or more residential clusters and one or more commercial areas in such ranges of nonresidential uses to residential uses as shall be specified in this ordinance and as authorized in N.J.S.A. 40:55D-65.c.

**LIFESTYLE RETAIL USES.** Retail uses combining specialty or comparative shopping with restaurants and entertainment facilities in an open air shopping center that draws shoppers from a regional trade area, inclusive only of those uses listed as permitted in Section 128-5.14C(2)(b).

**WAREHOUSE/DISCOUNT CLUB.** A retail store selling a wide variety of merchandise in which customers purchase large, wholesale quantities of the store's products, and where the customers may be required to pay an annual membership fee.

**Section 4.** Borough Code Chapter 128, "Zoning," Article V, "District Regulations," is hereby amended and supplemented by adding a new section containing the standards exclusive to the AH-PUD District as follows:

**§ 128-5.14 Affordable Housing—Planned Unit Development District**

The following standards shall apply to development in the Affordable Housing-Planned Unit Development District. All other provisions of Chapter 128, Zoning, of the Montvale Code shall apply to development in the AH-PUD District only where specifically indicated as applicable in §128-5.14 of the Montvale Code. When the standards herein conflict with other provisions of Chapter 128, the standards herein shall apply.

A. **PURPOSE.** The Affordable Housing-Planned Unit Development District is intended to provide a realistic opportunity for the provision of low- and moderate-income residential units, consistent with the purpose and intent of Montvale's adopted and Substantively Certified Second Round Housing Element and Fair Share Plan within the context of an Affordable Housing Planned Unit Development, comprising both residential and retail development. AH-PUD regulations are intended to capitalize on the district's unique locational, physical and historical characteristics to simultaneously provide for its first and second round affordable

housing obligation coupled with a lifestyle retail shopping center in which retail services more appropriate to the established character of the area in which the two sites encompassed by this Affordable Housing Planned Unit Development District are located.

**B. APPLICATION REQUIREMENTS.** Any application for development for any portion or the entirety of the AH-PUD District shall be submitted as a planned development, in the nature of a preliminary site plan application. Such application shall describe any phasing of the proposed project together with all on-site and off-site improvements needed to support such phases. The application for preliminary site plan approval may also include a request for final approvals with respect to such phase or phases. The following shall apply:

- (1) An Affordable Housing-Planned Unit Development District development shall be subject to the requirements of the district and to the mandatory findings for planned development as required by the Municipal Land Use Law, N.J.S.A. 40-55D-45.
- (2) The AH-PUD shall have both an affordable residential and a retail component, with a minimum total land area of twenty-five (25) acres, of which the affordable residential component shall occupy no less than five percent (5%) nor more than twenty percent (20%) of the total land area, and of which the retail component shall occupy no less than eighty percent (80%) nor more than ninety-five percent (95%) of the total land area.
- (3) The affordable residential component shall provide for a minimum of 32 low- and moderate-income housing units to be constructed by the Borough of Montvale or by a private, public or non-profit entity designated by the Borough of Montvale, with adherence to the standards of § 128-5.12 of the Montvale Code concerning "Implementing provisions of affordable housing," so that all such dwelling units shall be certifiable by the New Jersey Council on Affordable Housing or any successor state agency.
- (4) The maximum floor area ratio of the retail component shall not exceed 0.25.
- (5) Within the retail component, only one Anchor Retail Store shall be permitted. Its associated parking, loading, setback and buffer areas shall occupy not less than fifty percent (50%) nor more than sixty percent (60%) of the land area devoted to the retail component, and no less than fifty percent (50%) and no more than seventy percent (70%) of the total floor area of the retail component. The remaining land area and floor area may be used for all other permitted lifestyle retail uses, as listed in § 128-5.14C(2)(b).
- (6) No retail uses shall be located within the AH-PUD district which abuts property utilized or zoned for residential development.

(7) The Anchor Retail Store shall be directly accessible from driveways from Mercedes Drive and Grand Avenue but shall not have its primary orientation towards Grand Avenue.

(8) The pro-rata share of off-site improvements, including but not limited to required roadway, traffic signal, utilities, lighting, landscaping, sidewalk/curbs and drainage.

a. Off-tract improvements.

(1) When required. Whenever an application for development requires the construction of off-tract improvements that are clearly, directly and substantially related to or necessitated by the proposed development, the Planning Board, as the case may be, shall require as a condition of final site plan or subdivision approval that the applicant provide for such off-tract improvements. Off-tract improvements shall include water, sanitary sewer, drainage and street improvements, including such easements as are necessary, or as may otherwise be permitted by law.

(2) Determination of cost. When off-tract improvements are required, the Borough Engineer shall calculate the cost of such improvements in accordance with the procedures for determining performance guaranty amounts in N.J.S.A. 40:55D-53.4. Such costs may include but not be limited to any or all costs of planning, surveying, permit acquisition, design, specification, property and easement acquisition, bidding, construction, construction management, inspection, legal, traffic control and other common and necessary costs for the construction of improvements. The Borough Engineer shall also determine the percentage of off-tract improvements that are attributable to the applicant's development proposal and shall expeditiously report his findings to the board of jurisdiction and the applicant.

(3) Improvements required solely for applicant's development. Where the need for an off-tract improvement is necessitated by the proposed development and no other property owners receive a special benefit thereby, or where no planned capital improvement by a governmental entity is contemplated, or the improvement is required to meet the minimum standard of the approving authority, the applicant shall be solely responsible for the cost and installation of the required off-tract improvements. The applicant shall elect to either install the off-tract improvements or pay the municipality for the cost of installation of the required off tract improvements.

(4) Improvements required for applicant's development and benefiting others. Where the off-tract improvement would provide capacity in infrastructure in excess of the requirements in Subsection (3), above, or address an existing deficiency, the applicant shall elect to either install the off-tract improvements , pay the pro-rata share of the cost to the Borough, or pay more than its pro-

rata share of the cost to facilitate the construction of the improvement(s) and accept future reimbursement so as to reduce their payment to an amount equal to its pro-rata share. If applicant elects to install the off-tract improvements or to pay more than its pro-rata share of the cost of the improvements, it shall be eligible for partial reimbursement of costs for providing such excess. The calculation of excess shall be based on an appropriate and recognized standard for the off-tract improvement being constructed, including but not limited to gallonage, cubic feet per second and number of vehicles. Nothing herein shall be construed to prevent a different standard from being agreed to by the applicant and the Borough Engineer. The process, procedures and calculation used in the determination of off-tract costs shall be memorialized in a PUD or developer's agreement to be reviewed and approved by the Borough Attorney who may request advice and assistance from the Planning Board Attorney. Future developers benefiting from the excess capacity provided or funded by the initial developer shall be assessed their pro rata share of off-tract improvement cost based on the same calculation used in the initial calculation. Such future developers shall pay their assessment, plus a 2% administration fee, to the Borough, not to exceed \$2,000, at the time of the signing of the final plat or final site plan as a condition precedent to such signing. The Borough shall forward the assessment payment to the initial developer less any administration fee within 90 days of such payment.

- (a) If a developer elects to address the required off-tract improvements(s) by making a payment, such payment shall be made prior to the issuance of any building permit.
- (5) Performance guaranty. If the applicant elects to construct the improvements, the applicant shall be required to provide, as a condition of final approval, a performance guaranty for the off-tract improvements in accordance with N.J.S.A. 40:55D-53 and § 158-9B, above.
- (6) Certification of costs. Once the required off-tract improvements are installed and the performance bond released, the developer shall provide a certification to the Borough Engineer of the actual costs of the installation. The Borough Engineer shall review the certification of costs and shall either accept them, reject them or conditionally accept them. In the review of costs, the Borough Engineer shall have the right to receive copies of invoices from the developer sufficient to substantiate the certification. Failure of the developer to provide such invoices within 30 days of the Borough Engineer's request shall constitute forfeiture of the right of future reimbursement for improvements that benefit others.

- (7) Time limit for reimbursement. Notwithstanding any other provisions to the contrary, no reimbursement for the construction of off-tract improvements providing excess capacity shall be made after 10 years has elapsed from the date of the acceptance of the certification of costs by the Borough Engineer.

**C. PRINCIPAL PERMITTED USE**

- (1) An affordable residential development comprised of not less than thirty-two (32) low- and moderate-income units which may be townhouses, stacked townhouses or apartments.

- (2) A retail component inclusive of "(a)" below and one or more uses from "(b)" below:

(a) An Anchor Retail Store

(b) A lifestyle retail shopping center, which may include the following uses:

- (1) Apparel and accessories
- (2) Furniture, home goods and furnishings, interior design and antiques
- (3) Horticultural sales, service and furniture, including outdoor display and/or outdoor dining areas
- (4) Sales of picture frames, books, music, luggage, jewelry, eyewear, stationery, art supplies, greeting cards and sporting goods
- (5) Sales of toys, games and electronic media
- (6) Camera and photographic sales and services
- (7) Sales of electronic devices
- (8) Cellular communication sales and service
- (9) Art galleries, museums and movie theaters
- (10) Theaters and other venues for performance
- (11) Restaurants for on and off-site consumption
- (12) Bakeries
- (13) Delicatessens for both on- or off-premises consumption
- (14) Natural food and supplement stores
- (15) Day spas and full service hair salons
- (16) Baby and toddler gyms
- (17) Pet supplies, excluding sale of pets, grooming or boarding
- (18) Financial investment and travel services, excluding banks
- (19) Copy, mail and packaging centers in which all delivery vehicles are properly located in designated loading areas.
- (20) Office supply not to exceed 10,000 square feet

- (3) Parks and open space, farms and municipal uses.

**D. PERMITTED ACCESSORY USES**

- (1) Off-street parking and loading in accordance with the requirements of § 128-8.20C(2).

- (2) Signs in accordance with the requirements of Section 128-8.20C(13).
- (3) Street furniture, planters, approved public art elements, gazebos, information kiosks, water features, waste/recycle receptacles, vehicle charging stations and bicycle racks in accordance with the requirements of § 128-8.20C.
- (4) Recreational and/or open space facilities, including but not limited to walkways, bikeways, courtyards, plazas and gardens.
- (5) Fences and walls, including retaining walls, subject to the requirements of § 128-8.20C(9).
- (6) Patios, terraces and decks.
- (7) Landscaping and buffering in accordance with the requirements of § 128-8.20C(8).
- (8) Stormwater detention facilities.
- (9) Management office for retail center.
- (10) Lighting fixtures in accordance with the requirements of § 128.8.20C(12).

**E. PROHIBITED USES**

- (1) Any use not specifically permitted shall be prohibited.
- (2) Warehouse/discount clubs or stores.
- (3) Big-box general retail stores.
- (4) Any drive-thru or drive-in use or service, whether principal or accessory.

**F. BULK, AREA AND OTHER DIMENSIONAL STANDARDS**

- (1) The affordable residential component shall comply with the following dimensional standards for both principal and accessory structures.

<u>Standard</u>	<u>Requirement</u>
<b>Minimums:</b>	
• Lot area	3.0 acres
• Lot width	150 feet at the front building location
• Lot frontage	150 feet

- Front yard setback (from right-of-way) 100 feet
- Building setback to property line:
  - Adjacent single-family residential 35 feet
  - Adjacent multi-family residential 75 feet
- Minimum perimeter buffer 25 feet
- Open space 50% of lot

Maximums:

- Building height (feet/stories) 35 feet/2 stories
- Floor area ratio 0.30
- Building coverage 15% of lot area
- Lot coverage 50%
- Number of residential dwellings 32

(2) The retail component shall comply with the following dimensional standards:

<u>Standard</u>	<u>Requirement</u>
Minimums:	
• Lot area <sup>1</sup>	25 acres
• Lot width	1,000 feet
• Lot frontage	1,000 feet
• Perimeter setback <sup>2</sup>	50 feet
• Open space	25%
Maximums:	
• Building height (stories)	2
• Building height (feet) <sup>3</sup>	40
• Floor area ratio	0.25
• Building coverage	20%
• Lot coverage (impervious surfaces)	50%
• Lot coverage (including pervious surfaces) <sup>4</sup>	75%

<sup>1</sup> Any land area dedicated or reserved for public use as a condition of site plan approval (such as right-of-way dedication) shall be considered as part of the AH-PUD development area as if it was not so dedicated for the purposes of this ordinance, including but not limited to the establishment of required lot area setbacks, yards, building coverage, lot coverage density and floor area ratio.

<sup>2</sup> To centerline of adjoining street.

<sup>3</sup> One clock tower on the Anchor Retail Store may exceed the maximum permitted building height by no more than 40 feet.

<sup>4</sup> The maximum impervious lot coverage shall be 50% utilizing standard impervious parking techniques for all paved surfaces. However, alternate porous paving system and vegetative "green" roof areas may be used to attain a total lot coverage of 75%, with no more than 50% of the lot coverage being impervious surface and up to 25 additional percent of the lot coverage being pervious paving surfaces and green roof areas. Pavers over pervious base or turf blocks shall only be utilized for pedestrian and biking surfaces, overflow parking areas or emergency only access driveways. Porous pavement, suitable for more general and heavier-use vehicular

**G. RESPONSIBILITIES OF THE DEVELOPER AND THE BOROUGH FOR DEVELOPMENT OF THE LOW- AND MODERATE-INCOME HOUSING**

- (1) Upon receipt of the building permit for the first phase of development of the retail uses, the developer shall transfer to the Borough of Montvale, in exchange for nominal compensation, the lots designated as Block 1002, Lots 3 and 5. Such lots shall be reserved by the Borough of Montvale for the construction of affordable housing in accordance with the provisions of this ordinance.
- (2) Upon transfer of Block 1002, Lots 3 and 5 to the Borough, the developer of the retail uses shall be deemed to have entirely fulfilled its obligations under this ordinance concerning the creation of low and moderate income housing. Actual construction of low and moderate income housing on Block 1002, Lots 3 and 5 shall be solely the responsibility of the Borough or other private, public or non-profit entity designated by the Borough. The developer's right to construct and occupy retail uses shall not depend in any way on the progress made by the Borough towards constructing low and moderate income housing on Block 1002, Lots 3 and 5.
- (3) The application to the Planning Board for preliminary site plan approval of the PUD may show the retail uses and the low and moderate income housing as separate phases of the PUD. The developer of the retail uses and the Borough or its designee may separately and independently apply for, and be granted, final site plan approval for the retail uses or the low and moderate income housing.

**H. ADDITIONAL APPLICABLE PROVISIONS TO THE AH-PUD DISTRICT**

All of the following Articles and Sections of the Montvale Zoning Code (Chapter 128) shall apply to Development in the AH-PUD District.

- (1) Unless as specifically defined herein, the Definitions in Article III, Section 128-3.1 shall apply.
- (2) Article IV, Nonconforming Buildings and Uses, section 128-4.1 shall apply.
- (3) An affordable housing component shall comply with the requirements of section 128-5.12 the Implementing Provisions of Affordable Housing, except that, wherever the Uniform Housing Affordability Controls (UHAC) and the Substantive Rules of the Council of Affordable Housing override such controls, the UHAC and COAH rules shall apply. Also Section of 128-5.12 F shall not apply.
- (4) Section 128-6.4 regarding Satellite Dish Antennas, shall apply.
- (5) Section 128-7.8 Multi-family housing recycle facilities, shall apply

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surface applications, are also acceptable. Upon approval, an approved, bonded maintenance plan incorporating Best Management Practices shall be required for all pervious paving surface areas to minimize siltation of porous paving areas.

- (6) Section 128-9.7A.1 through Section 128-9.7A.4.
- (7) Section 128-9.7A.8 through Section 128-9.7A.15 regarding signage, shall apply, except that 128-9.7A.9A(6), 128-9.7A.9G and 128-9.7A.9S shall not apply.
- (8) Section 128-9.8 and Section 128-9.8.1 regarding berms, shall apply
- (9) Article X Enforcement, Section 128-10.1, shall apply.
- (10) Article XI Interpretation, Section 128-11.1, shall apply.
- (11) Article XIII Violations and penalties, Section 128-13.1, shall apply.
- (12) Article XIV Validity, Section 128-14.1 and 128-14.2, shall apply.
- (13) Article XVI Effect, Section 128-16.1, shall apply.
- (14) Article XVII Environmental Impact Statements, Section 128-17.1 through 128-17.10, shall apply.
- (15) Article XVIII Site Work Permit, Section 128-18.1 through Section 128-18.6, shall apply.
- (16) Article XIX Wireless Telecommunications Towers and Antennas, Sections 128-19.1 through Section 128-19.9, shall apply.

I. **ADDITIONAL CHAPTERS WITH APPLICATION TO DEVELOPMENT IN THE AH-PUD DISTRICT**

All other Chapters of the Montvale Code shall apply to development within the AH-PUD District.

**Section 5.** The Borough Code, Chapter 128, Article VIII, "Site Plan Review," is hereby amended and supplemented by adding a new section, 128-8.20.1, entitled "Design Standards for the Planned Unit Development," to read as follows:

**A. SITE PLAN REVIEW FOR THE DEVELOPMENT IN THE AH-PUD DISTRICT**

Site plan review for all development within an AH-PUD District shall follow the procedures and requirements as set forth in Article VIII "Site Plan Review" of Chapter 128 of the Montvale Code, Section 128-8.20.

## **B. DESIGN STANDARDS FOR RESIDENTIAL DEVELOPMENT IN THE AH-PUD DISTRICT**

### **(1) Circulation**

- (a) One vehicular entrance to the project site is permitted. Pedestrian sidewalks shall be provided to link all building entries through the site to the public street or streets on which the lot fronts. Sidewalks shall also be provided along the public right-of-way.**

### **(2) Off-Street Parking**

- (a) All off-street parking shall be surface parking. No parking spaces may be located within 150 feet of Summit Avenue. The end of the parking lot shall include a loop to enable vehicles to turn around.**
- (b) The number of parking spaces required shall be in compliance with New Jersey's Residential Site Improvement Standards (RSIS).**

### **(3) Landscaping**

- (a) A mix of deciduous and evergreen trees and low groundcover landscaping shall be planted along the entire site perimeter in order to form an effective year-round screening. Tree spacing shall be 40 feet on center, or closer. In addition, where a row of parking stalls runs in a straight line for more than 20 spaces, landscaped islands shall be provided between every 15 parking spaces, planted with trees and low groundcover.**
- (b) The perimeter of the building shall be surrounded on all sides by a landscaped, planted strip at least four (4) feet in width. Paved walkways leading to pedestrian and loading entrances may cross this landscape strip in a perpendicular fashion.**
- (c) An open space component consisting of a small playground or tot lot shall be provided on-site of at least 600 square feet. A location adjacent to the building is encouraged, so that children do not have to cross the parking area or circulation lanes in order to reach the playground.**

### **(4) Building Massing**

- (a) One residential structure is permitted. The building's front facade shall face towards the primary parking area.**
- (b) As viewed from the front and back facades, the building mass shall be broken into four bays, namely, two large central bays and two smaller side bays. Each of the**

larger bays shall be no more than 80 feet wide, while the smaller bays shall be no more than two stories high and no more than 50 feet wide. The larger bays shall have a cross-gabled roof form for further visual emphasis.

- (c) As viewed from the front façade, the four bays shall be separated and delineated by circulation hallways/staircases. On the front façade, such circulation areas shall be either open-air 'breezeway' style or located within an enclosed mass that shall be offset from the adjacent exterior walls on either side to provide surface articulation and shadow on the façade. The rear façade shall utilize the same offset in the exterior walls to provide surface articulation and shadow on the façade.
- (d) The building is permitted two full stories and a partial story above the second story provided it does not exceed 35 feet in height. Maximum numerical height shall be measured to the midpoint of the vertical distance between the ridgeline and eaves of the main hipped roof form for each of the four bays. A third living floor shall be permitted, only in the middle two bays of the building and shall not exceed 70% of the total floor area of the floor below, not including common stairway elements.
- (e) Each of the four bays, in turn, shall be broken into three sections on both the front and rear facades. To constitute a "section," the relevant building mass shall be defined by a change in depth plane (with respect to adjoining sections of facade) of at least one foot and at least one of the following two methods: framed by gutter downspouts; or clad in a contrasting material, color, texture, or pattern. The "change in depth plane" is not required at the first floor. The center section of each bay shall also have a centered gable with pediment.
- (f) The middle of the building shall be clad in high-quality horizontal siding with traditional clapboard or 'shake' forms. The middle shall be separated visually from the top of the building by a belt trim between the second and third floors. Belt trim shall be provided between the first and second floors of all bays. Belt trim shall be of sufficient depth and height to create a visual and dimensional break, and shadow line, between the façade areas above and below.
- (g) The third floor, where permitted in the central section shall have a sloping roof.
- (h) Roofs shall have varying fascia heights and turned gables. The largest portion of the roof shall have a hipped form with a ridgeline. Cross-gables are required at each of the two largest central bays. Smaller cross-gables are encouraged in all four bays. The center of the roof shall be marked with a cupola whose height shall be excluded from the maximum permitted height calculation. Minimum hip roof slope is 5:12 rise:run; minimum roof slope for a turned end gable is 7:12 rise:run.

**(5) Transparency**

- (a)** Ground-level units are encouraged to have individual townhouse-style entrances in the front facade of the building. Three shared pedestrian entries to the building are required in the front facade, facing the parking lot. The entries shall lead to interior shared hallways and staircases that lead to upper level units and optionally to ground-level units.
- (b)** As measured at each level of the facade, windows shall occupy at least twenty (20) percent of the facade area. No blank portion of facade may exceed ten (10) feet in width.
- (c)** Windows shall be vertically-proportioned; however, larger window openings may be created by pairing or tripling vertical windows, with mullions between them. Windows shall be single-hung or double-hung. In order to create shadow lines that create a visual depth and richness in the facade, the following detailing is required:

  - (i)** Window openings shall have cased surrounds, with prominent window head casings and sills that project from the surrounding facade.
  - (ii)** Window panes shall be recessed behind their surrounds to create shade and shadow.
- (d)** Balconies are permitted, though not required.

**(6) Building Materials**

- (a)** Materials should be applied consistently and with the same level of detail on the primary front elevation and the primary side elevation which faces Summit Avenue. Decorative window trim is not required on the 2 subordinate elevations (rear and side facing the Garden State Parkway). Changes in material should occur at a structurally logical break point, and should not appear pasted-on. Stone and brick and similar materials should not be used above visually lighter-weight cladding such as stucco or wood.
- (b)** Placement of any PTAC (packaged terminal air conditioner) units within the facade should be part of a larger, architecturally-cohesive facade design, if necessary flanked with symmetrical framing or grilles, rather than arbitrarily-placed punched openings. Any logos or lettering exceeding two inches in height and which appears to be visually obtrusive on the exterior of PTAC units shall be removed or covered with a grill or similar means so that the PTAC unit blends unobtrusively into the surrounding facade.

**(7) Equipment and Loading**

- (a) All rooftop mechanical equipment shall be screened from view from all vantage points at or below the level of the roof, using materials harmonious to the overall building design.**
- (b) Loading areas and trash/recycling storage areas should be enclosed on all four sides and screened using wood fencing or other attractive material.**

**C. DESIGN STANDARDS FOR RETAIL DEVELOPMENT IN THE AH-PUD DISTRICT**

**(1) Circulation**

- (a) A maximum of four (4) vehicular connection points to surrounding streets are permitted, as follows:**
  - (i) One entry drive shall run in an easterly direction from, and generally at right angles to, Mercedes Drive. This entry drive shall provide access to both the anchor retail parking area and lifestyle retail store parking areas.**
  - (ii) One entry drive shall be from a roundabout providing right-in, right-out traffic movements onto Grand Avenue West. The roundabout shall provide direct access into the lifestyle retail center, and also link to the anchor retail parking area.**
  - (iii) One entry drive shall be from Mercedes Drive into the southern edge of the anchor retail parking field.**
  - (iv) One entry drive shall be from Phillips Parkway.**
- (b) No vehicular circulation within the project is permitted to link the retail portion served by Phillips Parkway and the remaining lifestyle retail center or anchor retail, due to the change in grade.**
- (c) Drop off areas shall be identified by sidewalk bulb-out projections, textured paving, or pavement markings, and located at public activity areas and/or main building entrances.**
- (d) A continuous loop of sidewalks is required along the entire site perimeter. Specifically, sidewalks shall be provided along the entire street-facing outer frontage of the site, along Mercedes Drive, Grand Avenue West, and Phillips Parkway. A sidewalk is also required along the portion of the site that adjoins the Borough Municipal Building, the park and other properties.**
- (e) In addition, sidewalks and/or walkways shall link all buildings of all portions of the lifestyle retail center and anchor retail store to perimeter sidewalks of all adjoining streets.**

- (f) The sidewalk(s) crossing steep grades shall incorporate switchbacks as necessary to maintain a walkable grade.
  - (g) Where sections of sidewalks branch off or join up, a decorative marker, signpost, or circle is recommended. Where sidewalks traverse vehicular driveways, crosswalks shall be provided and marked with textured paving in a contrasting material and color.
  - (h) All sidewalks at the site perimeter and interior shall have a minimum clear paved walking width of at least five (5) feet; however, sidewalks in front of all retail storefronts and in other areas with high pedestrian traffic shall have a minimum clear paved walking width of at least seven (7) feet and shall include decorative paving materials, rather than plain concrete.
  - (i) The quantity of benches shall be determined by calculating the number of benches if placed at least every 200 feet in central shopping areas, and every 500 feet in other areas, along all site sidewalks, except along perimeter streets. The actual location of the required number of benches shall be determined and approved by the Planning Board at the time of the site plan. The planting of shade trees to provide shade for such benches is strongly encouraged.
  - (j) Sidewalks adjacent to streets or circulation drives shall also include a landscape strip (built at a lower elevation than the paved area, to allow for water flow) with street trees, grass, and low plantings that serve as water-storage and infiltration. Where street trees are thus required, they shall be planted no more than 40 feet apart, on center, on average, with variation permitted for curb cuts, utility vaults, and other site conditions.
  - (k) The overall site shall provide at total of at least six (6) electric vehicle charging stations within the site, and at least in two different locations.
  - (l) Bike racks shall be provided in clear view of storefront entrances, with at least 1 bike space for each 10,000 square feet of gross floor area, and served with night lighting.
  - (m) Any off-street bicycle paths within or at the perimeter of the site should be at least seven (7) feet wide.
- (2) Off-Street Parking
- (a) Section 128-7.1 (except for paragraphs B, E, F, and K) of Chapter 128 of the Montvale Code, "general provisions for off-street parking; non-residential districts," shall apply.

- (b) The following parking ratios shall apply to development within the AH-PUD District:
  - (i) Anchor Retail Store: 5 spaces per 1,000 square feet of gross floor area.
  - (ii) Lifestyle Retail Uses: 5 spaces per 1,000 square feet of gross floor area.
  - (iii) Horticultural sales, services and furniture and accessory and related uses contained therein: 4 spaces per 1,000 square feet of gross floor area.
- (c) Where the Anchor Retail Store and lifestyle retail uses share access and parking spaces, the required ratios above may be lowered by the Planning Board, based upon a shared parking analysis which demonstrates that the combined peak parking demand can be satisfied for those shared parking facilities at a lower combined ratio.

(3) Open Space

- (a) The lifestyle retail center shall have at a minimum three "Signature Open Spaces" that serve as pedestrian gathering spaces and focal points for the development.
  - (i) Signature Open Space "A" shall be located along the northern side of the site, shall include the roundabout having access from Grand Avenue West, and shall extend south towards the anchor retail store. This open space shall be configured for active use by shoppers and visitors to both the anchor retail store and other lifestyle retail stores, and shall include seating areas in shade and sun, areas landscaped with low plantings, open grassy lawn areas, trees, a shade structure such as trellis or arbor, and a tall architectural feature. Chairs and tables for casual/take out outdoor dining, and a water feature, are encouraged as well.
  - (ii) Signature Open Space "B" shall be located at the corner of Mercedes Drive and Grand Avenue West. This space shall be designed more as a visual amenity (rather than for intensive pedestrian use), but shall be accessible from sidewalks along both streets. It shall include a tall architectural feature, project signage, a variety of landscaping, and benches or low walls for seating.
  - (iii) Signature Open Space "C" shall be located adjacent to the pedestrian building entry for the lifestyle retail stores accessible only from Phillips Parkway. This open space shall include seating areas, low plantings, a shade structure such as trellis or arbor, and trees, and may be combined with outdoor display areas and/or outdoor dining.

- (b) In the Signature Open Spaces "A" and "B," the architectural feature shall be at least twenty (20) feet tall but no taller than forty-five (45) feet in height and have an agricultural or rural theme, such as an old-fashioned windmill, a grain silo, or water tank.
- (c) The Signature Open Spaces shall support periodic events associated with the retail uses of the site. Examples of such events shall include outdoor dining, sidewalk sales, seasonal promotions, movie nights, and periodic events.

**(4) Building Sizes**

- (a) The anchor retail store shall be provided as a standalone single building, and shall not be attached to any other retail buildings.
- (b) In the lifestyle retail component, several retail buildings shall be permitted. However, no single building shall be less than 4,000 square feet or more than 25,000 square feet in size.
- (c) The minimum height of the front façade of all buildings in the lifestyle retail component shall be fifteen (15) feet.
- (d) In the lifestyle retail component, the maximum building width shall not exceed eight (8) times the height of the building.

**(5) Building Orientation**

- (a) The following requirements govern what direction or landmarks the primary pedestrian entrance(s) of each of the buildings in each part of the retail center shall face (the "frontage").
  - (i) The Anchor Retail Store shall face Mercedes Drive, and be located behind the primary parking field.
  - (ii) The lifestyle retail buildings located closest to Mercedes Drive and Grand Avenue shall face a central parking field. The largest retail building of the lifestyle center shall be located at the north end of the parking field. Smaller buildings shall generally flank the east and west sides of the parking field, facing towards the parking.
  - (iii) Retail buildings accessible only from Phillips Parkway shall be sited near the corner of Grand Avenue West and Phillips Parkway, while the parking field shall be at the rear, behind the buildings with respect to the streets.

(6) Building Massing and Articulation

- (a) Building form and massing should suggest a development that grew over the years, with larger buildings broken down into smaller masses. Building roof mass shall be broken up by towers, steeples, gables, shed dormers, and similar elements.
- (b) The **primary facade** of a building faces the largest parking area serving that building. Within that facade, the primary pedestrian entrance shall be provided, and shall have the highest amount of both horizontal and vertical articulation (*discussed further below*), architectural detailing, and variation in massing. The facade facing the public street shall provide horizontal and vertical articulation as well as architectural detailing.
- (c) The **side facades** of a building, as defined with respect to the primary facade, may have a lesser level of detailing and variation in massing. Specifically:
  - (i) No more than one side facade may include a loading and service area. Except those buildings intended to resemble a barn, the loading/service facade shall include vertical articulation to establish a middle and top. Glazing (windows) is not required.
  - (ii) Where a side facade does not include a loading area, display windows shall be provided within at least the front twenty (20) feet of the side facades. For the Anchor Retail Store, this shall apply only to that facade which faces a public street. Such side facade shall also provide vertical articulation to establish a base, middle, and top.
- (d) The **rear facade** of a building, as defined with respect to the primary facade, shall include vertical articulation to establish a base, middle, and top. Rear facades are not required to have horizontal articulation according to the bay definition below, except that the rear facade of any building that backs onto the required Signature Open Space "A" shall meet the bay definition.
- (e) Except for the Anchor Retail Store and those buildings intended to resemble a barn, the base of all buildings shall be defined as at least the lowest three feet, and may extend into second story. For such buildings, the base shall be highlighted with a contrasting material that is heavier in appearance than the main facade cladding, such as a stone base below a wood facade, or a wood base below a glass facade. Simulated wood and cultured stone are acceptable substitutes for the above materials. The base shall project outwards from the middle of the building by at least three (3) inches. The top of the base cladding shall be capped with a coping, cornice, or other dimensional transition.

- (f) No cantilevered projections above the ground floor are permitted. Any porches or arcades are to be supported by columns with traditional base and capital expression.
- (g) The middle of buildings shall have wood clapboard or simulated wood clapboard, running vertically, or in a board and batten pattern siding, or stone or unit masonry, or glass greenhouse-style panes in a metal frame.
- (h) The top of buildings shall be defined as the roof and/or roofline. The roof shall be detailed according to specific requirements associated with the roof form, discussed elsewhere.
- (i) A "bay" is required to be distinguished from adjacent portions of the facade by some of the following four elements:
  - (i) a change in depth plane of at least one foot, extending upwards through all levels;
  - (ii) a change in materials, texture, and/or fenestration pattern, but not simply color;
  - (iii) a change in height; and
  - (iv) articulation with pilasters or columns.
- (j) Buildings narrower than 80 feet front facade width are not required to define bays.
- (k) Buildings having less than 25,000 square feet of floor area and measuring equal to or greater than 80 feet in front facade width shall have front facades divided into at least three bays, with the bays distinguished according to the requirement above.
- (l) The Anchor Retail Store shall also be subject to the following requirements:
  - (i) The front facade shall be divided into at least three bays, with the bays distinguished according to the requirement above. Furthermore, the central bay shall:
    - a. Include a prominent pedestrian entrance.
    - b. Have the largest amount of detailing and articulation, with a tripartite division with side-gabled and front-gabled components.
    - c. Be the equivalent of two stories in height plus additional height from gabled roof accents, and shall be taller than its flanking bays.

- d. Have windows, window articulation or other similar articulation on both floors; eyebrow windows are recommended under the eaves in the middle section of the central bay.
- (ii) The **front façade** shall be further highlighted architecturally with all of the following required elements: a tower or steeple element, a corner or side entrance, retail signage, and contrasting materials.
- (iii) Each of the three or more bays in the front facade shall include further architectural detailing to break up the width into a series of small sub-bays, using at a minimum, a change in both materials and fenestration pattern.
- (m) Retail businesses shall have individual entries at-grade facing walkways. Internal mall-style entries are prohibited.
- (n) Building pedestrian entries shall be highlighted architecturally through massing and architectural features, not merely punched into the facade. The anchor retail building should have at least three entries in the primary and/or side facade.
- (o) The first level of primary facades of all retail buildings, except for the Anchor Retail Store, shall have clear, transparent, non-tinted glazing occupying at least 80 percent of the facade width and at least 8 feet of height.
- (p) Roofs of all buildings shall be one of following forms: gable, gambrel, barrel-vault, or flat.
  - (i) Gable and gambrel roofs may cover the entire roof area or just the front portion. If covering the entire roof area, the peak of the gable roof must still comply with maximum height regulations of the zone. If only covering a portion, the pitched roof mass shall extend back from the front facade at least 15 feet for buildings less than 100 feet in width, and at least 25 feet for buildings over 100 feet in width. Gable and gambrel roof forms shall be accented by cross-gables, shed roof dormers, or gabled dormers. A simple cornice, coping, or parapet-style roofline is acceptable along side and rear facades, behind the required front pitched roof form.
  - (ii) Barrel-vaulted roof forms may be used, but only if they comprise the entire building roof.
  - (iii) Gabel and gambrel roof forms should have multiple variations in depth and height that relate to the facade bay massing below.
  - (iv) Flat or shed roofs shall have simple cornices or parapets along all facades.

- (v) Buildings in the lifestyle center accessible only from Phillips Parkway are encouraged to have barrel-vaulted roofs.
  - (q) Roof accent forms that are gabled shall have minimum slope of 9:12 rise:run. If the entire roof is gabled, minimum slope is 5:12 rise:run. Gambrel roofs shall have a total rise:run slope of 6:12 or steeper, measured from the eaves to the peak. Barrel vaulted roofs shall have a total rise:run slope of 1:3 or steeper, though of course the overall form is curved.
- (7) Materials and Style
- (a) Building and site detailing shall follow one or more of the following vernacular design themes: early industrial revolution, equestrian, farm, rural village.
  - (b) The suggested building material palette includes stone or cultured stone, horizontal and vertical siding in barn red and other rural/agricultural colors, aluminum and weathered metal, and weathered wood boards.
  - (c) Buildings with gable or gambrel roofs shall have vertically or horizontally lapped siding as the primary facade material, in addition to glazing. Roofs on these buildings shall be metal standing-seam, shingled, or synthetic slate. Sliding barn-style doors are encouraged for gambrel-roofed buildings. Pitched roof forms should be accented with weathervanes, cupolas, or ventilators.
  - (d) Buildings with barrel-vaulted roofs are encouraged to have fully-glazed, greenhouse-style primary facades (with multiple panes of glass) with awning-style pivot windows and roll-up multi-paned, fully-glazed garage-style doors.
  - (e) Site features should relate to the design theme. For example, early machinery, horseshoes, bridle bits, metal or wooden buckets, braided leather, hand-pumped water pumps, white wood fences, weathered wood, dry-laid stone walls, watering troughs, antique farm equipment and implements and hand tools. Site furnishings (such as seating and trash receptacles) shall have a palette of weathered wood and rough-hewn metals such as cast iron, patinaed copper or brass, and galvanized metal, or Cor-ten steel.
  - (f) Except for those buildings with their rear walls located within 30 feet of a retaining wall of at least eight (8) feet in height and, the Anchor Retail Building, every building shall exhibit the same type and detailing of building materials on all sides. On the Anchor Retail Store, the rear façade up to a height of fourteen (14) feet, may have a different finish.

**(8) Landscaping**

- (a) Evergreen trees and shrubs per the 2012 USDA Plant Hardiness zone for Montvale shall be utilized to screen all unwanted views into the site, including but not limited to delivery, loading/unloading areas, refuse storage areas, retaining walls, grade changes and parking lots. Group plantings, rather than hedge plantings, are encouraged for screening purposes.**
- (b) Landscaping around buildings and in smaller open spaces scattered throughout the site should be planted with the purpose of visually enhancing the buildings or open spaces in which they are located, and contain a variety of plantings that are attractive during all seasons, throughout the year.**
- (c) Rain gardens, which function as landscaped open space while serving as detention/filtration basins, are encouraged and should be planted with wild flower or Crown Vetch in combination with groupings of water-tolerant evergreen trees and shrubs, flowering trees and shrubs, or a combination of all, so as to be visually attractive throughout all four seasons.**
- (d) The following native plantings/horticultural materials shall be utilized:**

  - (i) Shade trees of the following types are strongly encouraged: Oaks, Maples, Plane, Beech and Hornbeam. In those cases where shade trees are to be provided in limited spaces, Columner/fastigata varieties are also acceptable.**
  - (ii) Ornamental/flowering trees, to be utilized in designated open spaces in particular, and on scattered open spaces, should be of disease-resistant varieties wherever possible, as well as proven to be hardy per the USDA Plant Hardiness Zone Map, including but not limited to Kousa dogwood, Purple leaf plum, eastern Red Bud, and River Birch.**
  - (iii) Evergreen and deciduous shrubs shall be of deer-resistant varieties to the extent possible.**
  - (iv) All lawn areas shall be sodded or seeded and all landscaped areas comprising an area of greater than one hundred fifty (150) square feet shall be irrigated.**
- (e) Trees shall be planted in rows along both sides of internal streets and major vehicular circulation drives to evoke traditional *windbreaks* (rows of wind-blocking trees) along farm entry drives and between fields. In parking areas having over 20 spaces, trees shall be planted orchard-style, spaced regularly across the parking lot, at the rate of at least one tree for every twenty spaces. While trees should draw from a uniform palette in each area, trees in contrasting, eye-catching flower and/or leaf colors are recommended as focal points.**

**(9) Fences and walls**

- (a) In general, fences and walls shall be designed to evoke an equestrian, rural, farm-theme, whose materials and styles are consistent with the building design and other accessory structures and design features that are provided on-site.
- (b) Retaining walls may be of the manufactured type, such as colored concrete that resembles indigenous natural stone, and a color palette that is consistent with the vernacular geomorphology.
- (c) To the extent possible, the use of retaining walls should be used in the form of terraces to accommodate severe grade changes, rather than single tall retaining walls. However, no retaining walls shall exceed a height of 15 feet. Where provided, retaining walls shall be screened with a variety of landscaping materials, in groupings, rather than utilizing hedges or uniform plant species and spacing.
- (d) Ornamental walls utilizing loose laid stone may be provided throughout the site as appropriate, up to a height of four feet.
- (e) Fences shall be planted along the tops of all retaining walls that exceed a height of 3 feet. Chain-link fencing, including vinyl coated chain link fencing, is prohibited. Except when needed for screening or fall protection, fences on top of retaining walls should be of a 3-rail type, such as those used predominantly by farmers in the Montvale area. Such rails should be of wood, or of manufactured material (such as concrete), with either post or column support, and whose color and design closely resemble wood. Other fencing on the site, such as along the entry drive from Mercedes Drive, and along the site perimeter or within the site, should be of a 2-rail type, with pillars for support, utilizing the same materials and color as that of the 3-rail type, that is, the type that closely resembles wood. Where the Planning Board determines a solid screen or fall protection is required, a solid fence of the same material as a split-rail fence may be permitted.
- (f) Fences around dumpster areas and other building features that require 100% fully opaque screening, or for fall protection, shall also utilize wood or manufactured materials whose color and design closely resembles wood.
- (g) No fence on the site may exceed a height of four (4) feet, except for fences for the screening of loading areas and dumpsters..

**(10) Loading and Storage**

- (a) Section 128-7.6 of the Montvale Code, off-street loading, shall apply.

- (b) Truck loading/service bays for the Anchor Retail Store shall be at the rear of the building, facing east. Truck circulation shall be designed to use the perimeter of the anchor retail's parking field, and shall not cross the primary pedestrian access routes between its parking field and the Anchor Retail Store.
- (c) Truck loading/service areas for the lifestyle retail center buildings accessible from Mercedes Drive and Grand Avenue are prohibited at the front facades of buildings, and should be located at the sides of most of buildings. Truck loading/service areas at the rear of buildings in this area is prohibited because they would face streets at the project perimeter.
- (d) Truck loading/service areas for the lifestyle retail building(s) accessible only from Phillips Parkway shall be at the side or rear of buildings, or at one end of the parking lot, in either case largely hidden from view of Grand Avenue West and Phillips Parkway behind the buildings.
- (e) For the Anchor Retail Store, truck loading/service areas shall be well screened to a height of fourteen (14) feet by the use of appropriate walls, fences and landscaping so as to obscure their view from adjacent streets and from within the retail center.

(11) Mechanical and Utilities

- (a) Rooftop equipment shall be enclosed with screen walls so that it is not visible from adjacent municipal streets. Screen walls shall be of materials complementary to the form and expression of the building.
- (b) All wireless communications equipment, including satellite dishes, shall be mounted in such a way as to not negatively impact the appearance of the building nor create objectionable views from surrounding structures.
- (c) Pad-mounted equipment, machinery and the mechanical controls for same if permitted by the utility company, including but not limited to transformers, junction boxes, lift stations, electrical meters, condensers, and signal boxes, shall be interior to the block, set back at least 20 feet from the public right-of-way, or masked by building elements in a manner consistent with the design of the building.
- (d) A wall of venting for mechanical rooms shall not be permitted along facades facing streets, pathways, and open spaces.
- (e) All internal utility connections internal to the site shall be underground.

(12) Green Building and Site Design

- (a) The lifestyle retail building closest to the intersection of Grand Avenue and Mercedes Drive shall have a green, vegetated roof.
- (b) LID (Low Impact Development) methods shall be used to slow runoff and provide on-site storage, detention, and infiltration solutions, per New Jersey requirements for stormwater management. Bio-retention solutions such as extended detention vegetated ponds, rain gardens, and drainage swales shall be integrated into landscape design to intercept stormwater runoff. Pedestrian gathering spaces should use a variety of surfaces, including unit pavers on sand, paver inserts or grass inserts framed by concrete, DG (decomposed granite), or similar gravel surface that allows water to infiltrate.
- (c) LED (light-emitting diode) and/or Metal Halide lighting shall be incorporated into site, service, and parking lot lighting.
- (d) All exterior lighting shall be designed so as to reduce glare, lower energy usage, and direct lights only to where they are needed.

(13) Signage

- (a) Signs permitted within the retail component of the AH-PUD District shall be only those specified in the table below.

Type	Location	Maximum Number	Total Area	Maximum Area of Any One Sign	Maximum Height	Required Setback from Property Line	Maximum Letter Height
1. Primary Monument Sign	· At intersection of Mercedes Drive/Grand Avenue	One	100 s.f.	—	12 feet	10 feet	—
	· At intersection of Phillips Parkway/Grand Avenue	One	80 s.f.	—	8 feet	10 feet	—
2. Entrance Monument Sign	· At Mercedes Drive entrance	One	36 s.f.	—	6 feet	5 feet	—
	· At Grand Avenue entrance	One	24 s.f.	—	4 feet	5 feet	—
	· At Phillips Parkway entrance	One	24 s.f.	—	4 feet	5 feet	—

	Store Size						
	3. Wall Signs*	Stores over 100,000 s.f.	Four	1200 s.f.	475 s.f.	—	—
Stores between 20,000 and 100,000 s.f.		Two per tenant, but only one per tenant per façade	80 s.f.**	60 s.f.	—	—	6 feet
Stores less than 20,000 s.f.		Two per tenant, but only one per tenant per façade	60 s.f. **	36 s.f.	—	—	3 feet
4. Pedestrian Way-Finding Directory Sign	Key pedestrian ways, public activity areas	Five	60 s.f.	12 s.f.	7 feet	100 feet	—

\*A projecting pendant sign may be permitted, but shall be counted as one sign, and shall not exceed 5 s.f. in size. If a pendant sign is utilized then both a wall sign and pendant sign may be allowed on the same façade.

\*\* Per tenant.

(b) Additional Sign Requirements

- (1) Only external illumination shall be permitted for all non-wall-mounted signs, utilizing traditional vernacular ornamental lighting fixtures. Wall-mounted signs may be individual channel-cut letters with internal illumination, or through LED backlighting of metal letters.
- (2) Each primary monument sign permitted shall be limited to the name of the shopping center, the anchor tenant, and two additional tenants. The entrance monument sign shall be limited to the name of the shopping center and one tenant. All other signs, including wall signs, shall be limited to identification of the tenant only, and may include corporate or brand name logos.
- (3) No individual sign may exceed 3 colors, including black and white, except for wayfinding directory signs, and projecting signs. Projecting signs shall be mounted no less than 8 feet and no more than 15 feet above grade to the top of the sign, project no more than 4 feet from the wall, and shall be composed of wood, wrought iron or metal.
- (4) Awnings and canopies are permitted, but shall not be used for signage purposes, nor contain any letters, numbers, logos or the like. No vinyl or white awnings shall be permitted; their design shall be consistent with the

overall rural agricultural design theme of the center. Awning panels shall be flat or sloped, but shall not be fluted or curved.

- (5) Monument signs shall utilize brick, stone, metal and wood, or materials which closely resemble those natural materials, and no stucco, plastic or masonry block shall be used. A solid base surrounded by appropriate ornamental plantings shall be provided. No monument sign shall be located in sight triangles.
- (6) No accessory structures, street furniture or outdoor design features such as windmills, silos or old farm equipment shall have any signage mounted or painted on them.
- (7) In addition to the signs above, a tenant may also be permitted to install a sign or signs, limited to demonstrate or evidence membership in a retail or professional organization or credit card or credit association or plan or to show manufacturers' or required licenses, shall be permitted to be attached to windows on the interior of the business use, provided that the aggregate area employed for such purpose shall not exceed 5% of the total window area.

#### **Section 6. Planning Board review.**

Upon approval of this Ordinance upon First Reading by the Mayor and Council of the Borough of Montvale, this Ordinance shall be transmitted to the Planning Board for its review and recommendation.

#### **Section 7. Severability.**

If any provision or portion of a provision of this Ordinance is held to be unconstitutional, preempted by Federal or State law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the Ordinance shall not be invalidated and shall remain in full force and effect.

#### **Section 8. Effective date.**

This Ordinance shall take effect immediately upon final publication as required by law.

#### **Section 9. Repeal of inconsistent ordinances.**

All ordinances and parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

**ATTEST:**

**MAYOR:**

---

**Maureen Iarossi-Alwan  
Municipal Clerk**

---

**Roger J. Fyfe  
Mayor**

**Date: April 9<sup>th</sup>, 2013**

**Introduced:**

**Roll Call:**

**Councilmember Cudequest**

**Councilmember Curry**

**Councilmember Ghassali**

**Seconded:**

**Councilmember LaMonica**

**Councilmember Lane**

**Councilmember Talarico**

**Date: April 30<sup>th</sup>, 2013**

**Adopted:**

**Roll Call:**

**Councilmember Cudequest**

**Councilmember Curry**

**Councilmember Ghassali**

**Seconded:**

**Councilmember LaMonica**

**Councilmember Lane**

**Councilmember Talarico**



**SUMMARY OF APPROPRIATIONS**

5. GENERAL APPROPRIATIONS		XXXXXXXXXX	XXXXXXXXXX
Within "CAPS"		XXXXXXXXXX	XXXXXXXXXX
(a&b) Operations Including Contingent			
	(e) Deferred Charges and Statutory Expenditures - Municipal	34-201	\$ 9,289,553.00
	(f) Cash Deficit	34-209	\$ 896,864.00
Excluded from "CAPS"		46-885	\$
(a) Operations - Total Operations Excluded from "CAPS"		XXXXXXXXXX	XXXXXXXXXX
	(c) Capital Improvements	34-305	\$ 2,287,186.00
	(d) Municipal Debt Service	44-999	\$ 200,000.00
	(e) Deferred Charges - Municipal	45-999	\$ 1,825,290.00
	(f) Judgements	46-999	\$ 22,000.00
	(n) Transferred to Board of Education for Use of Local Schools (N.J.S. 40:48-17.1 & 17.3)	37-480	\$
	(g) Cash Deficit	29-405	\$
	(k) For Local District School Purposes	46-885	\$
	(m) Reserve for Uncollected Taxes	29-410	\$
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICTS ONLY (N.J.S. 40A:4-13)		50-899	\$ 1,479,943.00
Total Appropriations		07-195	\$
		34-499	\$ 16,000,836.00

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the 9th day of April, 2013.  
 It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as  
 appeared in the 2013 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this 9th day of April, 2013, \_\_\_\_\_, Clerk

**MINUTES  
WORK SESSION**

The Work Session Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:30pm. Adequate notification was published in the official newspaper of the Borough of Montvale. Roll call was taken.

**OPEN PUBLIC MEETING STATEMENT**

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

**ROLL CALL:**

Councilmember Cudequest	Councilmember LaMonica
Councilmember Curry -absent	Councilmember Lane
Councilmember Ghassali	Councilmember Talarico

Also present: Mayor Roger Fyfe; Borough Attorney, Joe Voytus; Borough Engineer, Andy Hipolit; Administrator/Clerk, Maureen Iarossi-Alwan and Deputy Municipal Clerk, Fran Scordo

**ORDINANCES:**

**PUBLIC HEARING ORDINANCE NO. 2013-1372 AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 38 OF THE CODE OF THE BOROUGH OF MONTVALE IN ORDER TO REVISE THE FEES CHARGEABLE FOR PUBLIC DOCUMENT**

**WHEREAS**, the fees for public documents requested under the Open Public Records Act and for purposes of discovery in the Municipal Court have not been updated to reflect recent statutory amendments; and

**WHEREAS**, the Borough is desirous of amending Chapter 38 of the Borough Code to provide accurate fees for the cost of production of certain public documents.

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

**Section 1.** The Code of the Borough of Montvale, Chapter 38, "Fees For Municipal Services," Article V, "Public Record Fees," Section 38-31, "Procedures and fees for purchasing copies of public records," is hereby amended and supplemented by adding the underlined text and deleting the [bracketed] text as follows:

**§38-31      Procedures and fees for purchasing copies of public records.**

Copies of records may be purchased for the fee prescribed by law or regulation. If a fee is not prescribed by law or regulation, the fee shall be the actual cost of duplicating the record; provided, however, that where the actual cost for duplication of a record exceeds the rates below, the actual cost shall be imposed:

A. Standard-sized paper documents [, up to 8 1/2 inches by 14 inches in size].

<b><u>Size [Number of Pages]</u></b>	<b><u>Fee (per page)</u></b>
<u>Letter size or smaller</u>	<u>\$0.05</u>
<u>Legal size or larger</u>	<u>\$0.07</u>
[1 to 10]	[\$0.75]

**BOROUGH OF MONTVALE**

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[11 to 20]	[\$0.50]
[All over 20]	[\$0.25]

B. Large-sized paper documents and maps. Fees shall be for actual costs incurred; a deposit of \$5 per page shall be required.

- (1) Zoning Map.
- (2) Street Map.
- (3) Drug-Free School Zone Map.
- (4) Soils Survey Map.
- (5) Site plan.
- (6) Subdivision plat.
- (7) Tax maps.
- (8) Engineering plans.

C. Preprinted documents.

- (1) Copy of the Code book: \$300.
- (2) Zoning/land use pamphlet: \$25.
- (3) Master Plan: actual cost to copy.

D. [Copy of] The furnishing of any information on a CD-ROM, including of any Mayor and Council, Board or Commission meeting recorded in the Borough of Montvale's Council Chambers on the recording system, shall be at the cost of \$0.36 per CD and \$0.32 per CD case.[\$25 per CD-ROM.]

E. Police reports.

- (1) Police accident reports: same as Subsection A above, if requested and picked up in person.
- (2) Police accident reports, when copies are requested other than in person: \$5 for the first three pages and \$1 per page for each additional page, as established by N.J.S.A. 39:4-131.

F. [Police digital imaging recording: \$75 per hour or a part thereof.] Deleted by amendment.

G. A special service charge shall be imposed, in addition to the actual cost of duplicating the record, where the nature, format, manner of collation or volume of printed matter is such that it cannot be reproduced by ordinary document-copying equipment in ordinary business size or where such record involves an extraordinary expenditure of time and effort to accommodate the request. The estimated and actual charges shall be calculated based upon the hourly pay as set forth or determined by the salary ordinance for the employee performing the work times the

number of hours. The requestor shall have the opportunity to review and object to the special service charge prior to it being incurred.

H. Applicable postage shall be added for any and all records requested by mail. The cost of standard-sized envelopes shall be \$0.25.

I. A deposit shall be paid prior to filling any anonymous or out-of-state request where it is estimated that the information requested will cost in excess of \$5 to reproduce. The amount of the deposit shall equal the total estimated cost of filling the request.

**Section 2.** The Code of the Borough of Montvale Chapter 38, "Fees For Municipal Services," Article IV, "Municipal Court Discovery Fees," Section 38-23, "Fees," is hereby deleted in its entirety and replaced as follows:

**§38-23 Fees.**

The fees payable by the requestor to the Borough of Montvale for the discovery provided shall be as set forth in §38-31 of this Chapter. Notwithstanding the foregoing, to the extent said fees conflict with the fee schedule promulgated by the Administrative Director of the Courts, the latter shall control.

**Section 3.** Effect of invalidation. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

**Section 4.** Repeal of inconsistent ordinances. All ordinances or parts of ordinances of the Borough of Montvale which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

**Section 5.** Effective date. This ordinance shall take effect immediately upon its passage and publication as required by law.

Ordinance No. **2013- 1372** was introduced for second reading by Councilmember Lane; seconded by Councilmember Talarico; Clerk read by title only

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

**NO PUBLIC COMMENT**

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

Motion to adopt on Second and Final Reading in the Ridgewood News by Councilmember Lane; seconded by Councilmember Ghassali; Clerk read by title only ----- A roll call vote was taken --- all ayes

**MINUTES:**

March 12, 2013

A motion to accept the minutes by Councilmember Cudequest; seconded by Councilmember Lane - all ayes

**RESOLUTIONS:**

**79-2013 Appointment Part Time Technical Assistant/Construction Dept / Kimberly Geneux**

**WHEREAS**, the Construction Department is in need of a Technical Assistant; and **WHEREAS**, Kimberly Geneux has met the qualifications for this position, agrees to the terms and conditions of employment, and has completed a satisfactory background investigation; and **NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey that the above named individual is hereby appointed to the position of a part-time Technical Assistant, effective January 30, 2013.

Introduced by: Councilmember Lane; seconded by Councilmember Ghassali - all ayes

**80-2013 A Resolution Rejecting All Bids for the 2013/2014 Street Sweeping Services and Related Work Contract, Authorizing a Re-Bid for these Services, and Authorizing an Emergency Extension of the Contract with NJ Sweeping & Maintenance Until a New Contract is Awarded**

**WHEREAS**, the Borough of Montvale did previously publicly solicit bids for the 2013-2014 Street Sweeping Services and Related Work Contract pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1, et seq.*; and

**WHEREAS**, in response to said solicitation, two (2) bids were received; and

**WHEREAS**, after review of these bids, it was determined that the apparent low bidder submitted a bid that contained a patent error concerning the bid price; and

**WHEREAS**, the DPW Superintendent confirmed that the work contemplated could not be reasonable performed for the price bid, which fact was confirmed by the bidder; and

**WHEREAS**, the bid price submitted by the sole remaining bidder far exceeded the Borough's budgeted funds for this work and was nearly 50% more than the Borough is currently paying for this work; and

**WHEREAS**, pursuant to *N.J.S.A. 40A:11-13.2*, the Borough of Montvale hereby elects to reject all bids received and to re-bid this project; and

**WHEREAS**, the incumbent contractor has confirmed that it will continue to perform these services on a pro-rata basis until a new contract is executed by the Borough.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Montvale that all bids received for the 2013 and 2014 Street Sweeping Services and Related Work Contract are hereby rejected; and

**BE IT FURTHER RESOLVED** that the Borough Clerk is hereby authorized to re-solicit bids for this project; and

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are hereby authorized to execute an amendment to the present contract with NJ Sweeping and Maintenance to extend the contract on a pro-rata basis until the execution of a new contract for this work.

Introduced by: Councilmember Lane; seconded by Councilmember Talarico - All ayes

**81-2013 Recycling Tonnage Grant Submission**

The Mandatory Source Separation and Recycling Act, P.L.1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

**WHEREAS**, It is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

**WHEREAS**, The New Jersey Department of Environmental Protection has promulgated recycling regulations to Implement the Mandatory Source Separation and Recycling Act; and

**WHEREAS**, The recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

**WHEREAS**, A resolution authorizing this municipality to apply for such tonnage grants for 2009 will memorialize the commitment of this municipality to recycling and to indicate the assent of the Mayor & Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

**WHEREAS**, Such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

**NOW THEREFORE BE IT RESOLVED** by the Mayor & Council of the Borough of Montvale that

the Borough of Montvale hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates Robert Culvert to ensure that the application is properly filed; an **BE IT FURTHER RESOLVED** that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

Introduced by: Councilmember Lane; seconded by Councilmember Cudequest - All ayes

**82-2013 RE: Resolution Authorizing The Borough Administrator To Sign The Njdep Wqm-003 Statement Of Consent Form For The Woodland Heights (Bear-Ban Builders)**

**Application**

**WHEREAS**, the New Jersey Department of Environmental Protection requires Consent of the Governing Body and Certification by the Wastewater Conveyance System Owner;  
**WHEREAS**, the Borough of Montvale owns and operates they wastewater conveyance system that Woodland Heights (Bear-Ban Builders) is proposing to connect to for sanitary sewerage for disposal;  
**WHEREAS**, the Borough Engineer has reviewed the NJDEP WQM-003 Form and has determined that the Borough's sanitary sewer system has adequate capacity;  
**WHEREAS**, the Borough Engineer has reviewed the NJDEP WQM-003 Form and recommends that the Borough's Mayor and Council authorize the Borough Administrator to execute the WQM-003 Form Section A-1 and Section A-3B;  
**WHEREAS**, the Borough's Mayor and Council has considered this recommendation;  
**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Montvale, formally approves the Borough Administrator to execute the above stated Application.  
**BE IT FURTHER RESOLVED** that the Borough Administrator is hereby authorized to execute the NJDEP WQM-003 Form on behalf of the Borough of Montvale for the Woodland Heights (Bear-Ban Builders) Application.

Introduced by: Councilmember Lane; seconded by Councilmember Talarico - All ayes

**83-2013 A Resolution Awarding a Contract to FieldTurf USA, Inc. for the Provision of Artificial Turf for Fieldstone School Athletic Field Through a Cooperative Purchasing Agreement with the Keystone Purchasing Network**

**WHEREAS**, the Borough of Montvale has a need for goods in the form of Artificial Turf in connection with the Fieldstone School Athletic Field Clay Infield Removal/Synthetic Turf Replacement Project; and  
**WHEREAS**, consistent with P.L. 2011, c.139, and N.J.S.A. 52:34-6.2(b), the Borough is desirous of awarding this contract through a national cooperative purchasing agreement; and  
**WHEREAS**, the Borough Engineer did solicit quotes from three separate vendors, under the Keystone Purchasing Network, The Cooperative Purchasing Network, and The Interlocal Purchasing System; and  
**WHEREAS**, in response to this solicitation, proposals were submitted by three (3) vendors, FieldTurf USA, Inc., Astro Turf, and Sprinturf; and  
**WHEREAS**, after review of these proposals, it was determined that the lowest Base Bid was submitted by FieldTurf USA in the amount of \$112,114.26; and  
**WHEREAS**, it was also determined that FieldTurf USA had submitted all required documentation for this solicitation; and  
**WHEREAS**, FieldTurf USA has also indicated that it will upgrade, at no additional cost, the material type to be installed from Classic 2.0 to Revolution 2.0; and  
**WHEREAS**, consistent with P.L. 2011, c.139, the Borough Engineer did conduct a cost savings determination justifying the award of this contract under a national cooperative contract; and

**WHEREAS**, FieldTurf USA will be required to submit to the Borough a copy of its New Jersey Business Registration Certificate, Statement of Corporate Ownership, and Public Contract EEO Compliance, as well as all required political contribution disclosure forms, prior to execution of a contract; and

**WHEREAS**, the Borough provided notice to the public and potential bidders of its intention to make this award by way of a Notice of Intent to Award a Contract under a National Cooperative Purchasing Agreement, a copy of which notice is attached hereto, more than ten (10) days in advance of this award; and

**WHEREAS**, the Mayor and Council, in consultation with the Borough Engineer, have determined that sufficient funds are available to perform the work included in Base Bid; and

**WHEREAS**, FieldTurf's USA bid was within the funds allocated for this project and within the Engineer's estimate for this work; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Montvale, that a contract for the above-referenced project shall be awarded as follows:

Introduced by: Councilmember Cudequest; seconded by Councilmember Talarico - All ayes

**84-2013 Emergency Temporary Appropriations**

**WHEREAS**, an emergent condition has arisen with respect to certain budget appropriations and no adequate provision has been made in the 2013 temporary budget, and N.J.S.A. 40A:4-20 provides for the creation of emergency temporary appropriations for said purpose; and

**WHEREAS**, the total emergency temporary resolutions adopted in the year 2013 pursuant to the provisions of N.J.S.A. 40A:4-20 (Chapter 96, P.L. 1951) including this resolution total:

Current Fund \$809,089.00

**NOW, THEREFORE, BE IT RESOLVED** (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20:

1. An emergency temporary appropriation be and the same is hereby made in the total amount of:

Current Fund \$737,089.00

2. That said emergency temporary appropriation (will be) provided in the 2013 budget;

3. That one certified copy of this resolution be filed with the Director of Local Government Services.

**CURRENT FUND**

**General Appropriations**

**Operations – Within "CAPS"**

**Public Buildings and Grounds:**

Salaries and Wages \$5,000.00

**Construction Code Officials:**

Salaries and Wages 2,500.00

**Deferred Charges and Statutory**

**Expenditures - Municipal within "CAPS"**

**Statutory Expenditures**

Public Employees Retirement System 171,487.00

Police and Fire Employees Retirement System 504,902.00

**BOROUGH OF MONTVALE**

**MARCH 26, 2013**

Defined Contribution Retirement Program	<u>2,000.00</u>
	<u>685,889.00</u>
Excluded from "CAPS"	
Maintenance of Free Public Library	<u>43,100.00</u>
Inter-local Municipal Service Agreements	
Municipal Court Administration:	
Other Expenses	<u>8,100.00</u>
	<u>\$737,089.00</u>
	=====

Introduced by: Councilmember Lane; seconded by Councilmember Cudequest - All ayes

**85-2013 Appointment Regular Member/Montvale Fire Department/Kenneth Rosenfeld**

**WHEREAS**, the Montvale Fire Department is desirous of adding a regular member; and **WHEREAS**, Kenneth Rosenfeld, has been approved by the Board of Fire Commissioners and has undergone a satisfactory physical, pursuant to the attached application which has been made part of this resolution; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that the appointment of Kenneth Rosenfeld as a Regular Member of the Montvale Fire Department, is hereby approved.

Introduced by: Councilmember Lane; seconded by Councilmember Cudequest - All ayes

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

Motion to pay bills by Councilmember Lane; seconded by Councilmember Cudequest - All ayes  
Councilmember Ghassali asked for clarification regarding \$600 for typewriters; the administrator stated the charge is for a maintenance contract; that there is a need for typewriters for certain documents.

**ENGINEER'S REPORT:**

Andy Hipolit  
Report/Update

The engineer stated he will schedule the delivery of the turf but according to school administrator the field might not get done until end of school year.

The county submitted their list of roads they will pave – Spring Valley Road, East and West Grand Ave and Summit Ave

Councilmember Cudequest stated that it was brought to the attention of the Planning Board, that the county is looking for ways for help with their traffic signals when the power goes out due to a weather event; it was suggested that if the corporates are installing generators that would they would include the traffic light near their property; After a brief discussion by councilmembers, it was decided to look into it further;

**ATTORNEY'S REPORT:**

Joe Voytus, Esq.  
Report/Update  
No Report

**UNFINISHED BUSINESS:**

a. Request Toddler Program / Senior Community Center  
Proposal will be included with original minutes; Mayor Fyfe will look into it further;

b. Jim Freeman / Motorcycle Signs

If the motorcycle club would purchase signs to post around town, "Watch out for motorcycles"; Maybe on Chestnut Ridge Road going in each direction, Grand Ave, Kinderkamack Road in both directions; It was decided to ask Police Chief for direction;

c. Award contract for Shared Service DPW Feasibility Study

Mayor Fyfe explained that at the last meeting a resolution was passed authorizing a study to be conducted regarding shared services of the DPW; a motion by Councilmember Lane; seconded by Councilmember Cudequest to award contract to LKM Consulting, LLC – all ayes

**NEW BUSINESS:**

a. Request Attendance / IIMC & MCANJ Municipal Clerks Conference / May 20 – 23  
Maureen Iarossi-Alwan and Fran Scordo

A motion by Councilmember Lane; seconded by Councilmember Ghassali to grant permission to attend the conference – all ayes

b. Planning Board Member Adjustment

Mayor Fyfe stated that Mark Bardes resigned; Dante Teagno will fill the unexpired term; the Mayor will appoint a Mayor's Designee at a later date

c. Chief Abrams / Promotions / Permission

Chief Abrams would like permission to start the process of promotions within the department; this is in accordance with the accreditation process as well. A motion by Councilmember Talarico; seconded by Councilmember Lane to start promotion process – all ayes

**COMMUNICATION CORRESPONDENCE:**

None

**MEETING OPEN TO THE PUBLIC:**

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

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

A motion to open meeting to the public by Councilmember Lane; seconded by Councilmember Ghassali – all ayes

**Fire Chief Miller**

Remind everyone about the June 8<sup>th</sup> celebration;

A motion to close meeting to the public by Councilmember Lane; seconded by Councilmember Talarico – all ayes

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

**ADJOURNMENT**

Meeting adjourned at 8:07pm

**ADJOURNMENT** The next Meeting of the Mayor and Council will be held April 9, 2013 at 7:30 p.m. **Public Hearing of Municipal Budget on April 9th**

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



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 86-2013**

**RE: Authorize Jr. Member/Montvale Fire Department/Nicolas Resendes**

**WHEREAS**, the Montvale Fire Department is desirous of adding a junior reserve member; and

**WHEREAS**, Nicolas Resendes, Montvale, NJ 07645 has been approved by the Board of Fire Commissioners and has undergone a satisfactory physical, pursuant to the attached application which has been made part of this resolution; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that the appointment of Nicolas Resendes, as a Junior Reserve Member of the Montvale Fire Department, is hereby approved.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

**Adopted: April 9, 2013**

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Roger J. Fyfe  
Mayor



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 87-2013**

**RE: Award Contract/ Automated Logic / Service and Solutions Contract**

**WHEREAS**, the Borough of Montvale is in need of a plan to provide automation for the heating and air conditioning system located at the Municipal Complex, 12 Mercedes Drive,

**WHEREAS**, the Borough of Montvale hereby enters into an agreement with Automated Logic f/k/a/ "The-Contractor", New Jersey, 100 Delawanna Avenue, Clifton, NJ to provide complete automation of the network for proper communication and maintenance of controls; and

**WHEREAS**, The on-going maintenance program will be scheduled, administered, monitored and updated by the Contractor

**WHEREAS**, the maintenance and services of this agreement shall be for effective for one (1) year starting June, 2013 at the annual cost of \$6,556.00 billed in semi-annual installments in the amount of \$3,278.00; and

**WHEREAS**, the Certified Municipal Finance Officer certified funds will be available in the 2013 budget line item of Building and Grounds

**WHEREAS**, the Montvale Free Public Library will pay their proportionate share in the amount of \$2,406.00; and

**WHEREAS**, the Borough Administrator is hereby authorized to execute this proposal on behalf of the Borough of Montvale

**BE IT FURTHER RESOLVED**, that a copy of this resolution be published in the newspaper and also will be available for public inspection, in the office of the Municipal Clerk, 12 Mercedes Drive, Montvale, NJ 07645.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

**Adopted: April 9, 2013**

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Roger J. Fyfe  
Mayor



## **Service Solutions Contract**

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*Scheduled Service Agreement to Maintain Peak Performance*

Presented To: Montvale Municipal  
Building  
Maureen Iarossi-Alwan

Presented: March 25, 2013

This copy supersedes any previous versions.

# AUTOMATEDLOGIC®

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Presented: March 25, 2013

**Customer Information:**

Borough of Montvale, NJ  
12 Mercedes Drive  
Montvale, NJ 07645

Agreement Number: NJ-S13-111

**Billing Information:**

Borough of Montvale, NJ  
12 Mercedes Drive  
Montvale, NJ 07645

**Term/Automatic Renewal:**

This Service Agreement takes effect on **June 1, 2013** or upon your acceptance and will continue for an original term of **1 year (s)**. This agreement will automatically renew on a year-to-year basis after the original term ends unless the Customer or AL-NY/NJ gives the other written notice to terminate the agreement. The notice must be delivered at least 30 days before the end of the original term or of any renewal year.

**First Year Schedule:**

Year 1: June 1, 2013 – May 31, 2014	\$ 6,556.00
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**Price and Payment Terms:**

The total price for the Service and Solutions Contract during the original term of this agreement is **\$6,556.00**. This amount will be paid to Automated Logic – New York/New Jersey **semi-annually**, for **\$3,278.00** each payment. All payments will be due and payable when the Customer receives AL-NY/NJ's invoice and in advance of the services AL- NY/NJ is to provide.

**Scope of this Service Agreement:**

- Automated Logic – New York/New Jersey will perform four (4) scheduled maintenance visits during the term of this contract. These visits will be coordinated with the owner on a yearly basis. The following items will be accomplished:
  - i. The Automation Network will be reviewed for proper communication, including a review and maintenance on the Operator Workstation, and Langate Controller. Prior to these scheduled visits AL- NY/NJ engineer will proactively login to your facility and review operations. This service will be as per tasking sheets AL-NY/NJ -Ser-001, 003 & 008. This maintenance will be scheduled as per the attached task schedule.
  - ii. Our field engineers will review and perform the needed maintenance and correction on the individual control loops per unit. We will review communication and alarm logs and actively work to correct any alarm situations found. This service will be as per tasking sheet AL- NY/NJ Ser-005, for the ALC digital controllers. Field devices will be reviewed for proper operation.

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## NEW YORK/NEW JERSEY

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- iii. Our field engineers will review and test the operation of system interlocks and communication for proper operation. Critical points will be manually tested for operation and alarm functions. This service will be as per tasking sheet AL- NY/NJ Ser-005, for the ALC digital controllers.

### General

- AL- NY/NJ will provide emergency service, between scheduled maintenance calls, Monday through Friday 8 a.m. to 5 p.m. to minimize downtime and after normal business hours. The Client and AL- NY/NJ will determine emergencies. If required, this service will be billed at the attached repair labor rates.
- Response to repair and emergency calls will be billed out at our standard contract customer T&M rates. Unless otherwise stated above.
- AL- NY/NJ will perform scheduled maintenance in accordance with standard maintenance routines as determined by our experience, equipment application and the manufacturer's recommendations.
- When this contract is accepted a representative of AL- NY/NJ will contact your office to set up a schedule of Account Management meeting, as well as work with you to develop a call handling process. This process will be documented and formally submitted as a contract document.
- WebCTRL Energy Management System Training classes for borough personnel are scheduled throughout the year and are available to contract customers at a discount amounting to \$1000.00 per attendee. Classes are held in our offices in Clifton, NJ and require advanced registration.
- The owner is responsible for supplying/maintaining a dedicated online connection for AL- NY/NJ remote login, and alarm delivery (email) capabilities.

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**Clarifications:**

- ✓ State and local taxes will be billed separately
- ✓ All work to be performed during normal working hours
- ✓ Work other than above proposal will not be included
- ✓ Payment due upon invoice
- ✓ All Terms and Conditions Apply
- ✓ This contract includes no repair labor or material

**Automated Logic – New York / New Jersey  
Service Solutions Contract Billable Labor Rates**

**January 1, 2013 - December 31, 2013**

System Specialist (Monday – Friday 8:00am – 5:00pm.)	\$140.00 / Hour inclusive
System Specialist (After Hours and Saturdays.)	\$210.00 / Hour inclusive
System Specialist (Sundays and Holidays)	\$280.00 / Hour inclusive
Account Engineer (Monday – Friday 8:00am – 5:00pm.)	\$178.00 / Hour inclusive
Account Engineer (After Hours and Saturdays.)	\$267.00 / Hour inclusive
Account Engineer (Sundays and Holidays)	\$356.00 / Hour inclusive

**\*Note: These labor rates include travel time and expenses (tolls, and parking)**

**Automated Logic  
New York/New Jersey**

**Borough of Montvale**

\_\_\_\_\_  
Ken Adams  
Service Account Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This Proposal is valid for thirty days (30) from proposal date

**AL- NY/NJ Schedule-001**

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## **Network Workstations**

### **On Each Scheduled Service:**

- ✓ **Visit to the Jobsite**
  - Report in with appropriate Customer personnel.
  - Review BACnet system for CRITICAL and OFF-LINE status indications.
  - Review BACnet system for OVERRIDE, and DISABLED status indications.
  - Review Event and Alarm Logs with customer; discuss BACnet operational concerns.
  - Perform or schedule Reactive or Proactive Maintenance procedures as appropriate to resolve situations noted.
  - Install appropriate WebCTRL Software refinements and updates.

### **On a Scheduled Basis:**

- ✓ **Network Workstation**
  - Check monitor for clarity, focus and color.
  - Clean Read/Write heads of removable disk drive(s).
  - Cycle power and listen for unusual motor/bearing noise.
  - Verify proper system restart; check system date, time and hardware status.
  - Clean exterior surfaces
  - Save/Copy Network Workstation Data Base, including custom graphics and resident Archive Data Bases, as indicated in the agreement.

**NOTE:** Revisions to other software programs not produced by AL- NY/NJ are not included in this service task; however it can be added at the owners' request. Likewise, "Major Revisions" to the WebCTRL software, which adds new features and capabilities, are not included.

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Form: SVC-301-I v1-00

**AL- NY/NJ Schedule-003**

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## **Network Analysis Services**

### **On a Scheduled Basis, as Indicated in the Agreement:**

- ✓ Log onto the project Workstation and or Global Controllers to prove proper communication means.
- ✓ Review & Reset the Global Controller Error Log.
- ✓ For each Operator Workstation and Global Controller unit:
  - Analyze MS/TP waveform for proper shape and confirm noise-free communication.
  - Analyze the number of operator or system change occurrences for impact on network performance.
  - Analyze the Error Rate & Transmission Rate.
  - Review Trend Logs for need and operator use.
  - Review alarm log and alarm communication transition rate.
  - Perform online/offline test routine to determine power and communication restart.
- ✓ Provide a report summarizing Network Analysis results

### **As Required:**

- ✓ Perform the Network Analysis tasks as appropriate to verify or discount suspected communications problems.
  - ✓ Perform Ethernet and MS/TP "sniffing" if communication problems elude conventional troubleshooting. (Discussion of resource equipment needs to be discussed with owner.)
  - ✓ Perform the Network Analysis tasks as appropriate to evaluate the impact on network performance of various configuration options, as part of a proposed system expansion or modification.
- 

Form: SVC-303-I v1-00

AL- NY/NJ Schedule-005

## Automated Logic Multi/Single Equipment and Unitary Controllers

### On a Scheduled Basis

#### AHU Application / M4106nx/SE6104 Controller

- ✓ Verify that AHU is being controlled at the appropriate values.
- ✓ Change one set point value; verify smooth transition and stable control at the new set point.
- ✓ Return set point to original value.
- ✓ Repeat for each additional control loop, if any.
- ✓ Verify that controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
- ✓ Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

#### UNITARY Equipment / UNI Controller(s) / ZN Line Controllers

- ✓ Verify that UNI is in control at the desired value(s).
- ✓ Change one set point value; verify smooth transition and stable control at the new set point.
- ✓ Return set point to original value.
- ✓ Repeat for each additional control loop, if any.
- ✓ Verify that controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
- ✓ Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

#### VAV Box Controller U341v+/U141v+

- ✓ Verify that the VAV controller is in stable control at the desired setpoint value(s).
- ✓ Where controller performance is in doubt:
  - Change set point value. Verify smooth, stable control at the new value.
  - Return set point to original value.
- ✓ Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- ✓ Verify/calibrate other points associated with these units where the need for possible "Corrective Maintenance" is necessary.

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Form: SVC-305-I v1-00

AL- NY/NJ Schedule-007

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## 24-Hour Facility Systems, Email Critical Event Reporting, and Monitoring Service

### Standard Monitoring Procedure

The following procedure outlines the process that the Building Service Engineer will follow when an alarm is received:

- ✓ Alarm indication is received in the AL- NY/NJ Monitoring Center.
- ✓ The Building Service Engineer identifies the type of alarm, what the alarm is indicating and the customer.
- ✓ The Building Service Engineer follows the instructions provided on the Monitoring Service Information Sheet.
- ✓ The Building Service Engineer follows the procedure list for the alarm on the Customer Monitoring Information Sheet.
- ✓ The Building Service Engineer documents the alarm as indicated on the Customer Monitoring Information Sheet.
- ✓ The AL- NY/NJ Engineering Center maintains and can provide alarm documentation upon request throughout the term of this agreement.

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Form: SVC-307-I v1-00

**AL- NY/NJ Schedule-008**

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## **LGR (LAN Gate Router)**

### **On site Scheduled Basis**

- ✓ Check Indications to verify proper AC power levels, appropriate Transmit and Receive activity on the communication trunks, and to check for possible Error Codes.
- ✓ Record and verify proper LGR operational state and execution time.
- ✓ Confirm proper time sync of all Global Controllers with workstation. If stand-alone, perform time sync with service technician PC.
- ✓ Inspect wiring for signs of corrosion, fraying and rapid discoloration, defective shielding or shield grounding
- ✓ Initiate Self-Test Diagnostic; Monitor LED sequencing for proper self-test displays or Error Code indications.
- ✓ Review Global Controller device properties.
- ✓ Remove excessive dust from internal surfaces.
- ✓ Clean enclosure exterior surfaces.
- ✓ Verify the proper operation of critical control processes and points associated with this unit and make adjustments, if necessary.
- ✓ Verify/calibrate other points and control processes, where the need for possible Proactive Maintenance is indicated.

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Form: SVC-308-I v1-00

# AUTOMATED LOGIC<sup>®</sup>

NEW YORK/NEW JERSEY

## AUTOMATED LOGIC CONTRACTING SERVICES, INC.

1. **PAYMENT AND TAXES** – Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered.
2. **SCOPE OF WORK/EXCLUSIONS** – Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this proposal will be billed at our scheduled rates.
3. **EXTRAS** – Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.
4. **EMERGENCY SERVICE WORK** – If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.
5. **SHIPMENT/PARTIAL SHIPMENT/RETURNS** – All product shipments shall be F.C.A. shipping point (Incoterms 2010), freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
6. **DELAYS** – Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.
7. **WARRANTY** – Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, F.C.A. point of sale (Incoterms 2010), any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date of acceptance. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
8. **WORKING HOURS** – All services performed under this Agreement including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.
9. **CHANGE ORDERS/ADDITIONAL WORK** – Automated Logic will not perform additional work until such time Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.
10. **CUSTOMER RESPONSIBILITIES** – Customer shall: provide safe and reasonable access to the job site and equipment being serviced, and a safe work environment; keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain, at Customer's cost, a voice grade dial-up telephone line or internet connection installed in a mutually agreed upon location.

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NEW YORK/NEW JERSEY

- 11. LIMITATION OF LIABILITY** – Under no circumstances shall Automated Logic be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages based on strict liability or negligence. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. Automated Logic's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Automated Logic under this Agreement.
- 12. TERMINATION FOR CONVENIENCE** – In the event Customer terminates this Agreement through no fault of Automated Logic or for Customer's convenience, Customer shall provide prior written notice of termination and agrees to pay Automated Logic for all material furnished or manufactured, labor performed and services provided up to the date of termination, all out-of-pocket costs (including but not limited to any restocking or other charges owed to any supplier) and including a reasonable profit.
- 13. CUSTOMER TERMINATION FOR DEFAULT** – Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within 30 days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.
- 14. AUTOMATED LOGIC TERMINATION** – Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.
- 15. CLAIMS** – Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
- 16. GOVERNMENT PROCUREMENTS** – (a) The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.
- (b) **WHERE AUTOMATED LOGIC IS SUBCONTRACTOR** Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other federal government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Carrier refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."
- 17. HAZARDOUS MATERIALS** – If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.
- 18. OCCUPATIONAL SAFETY AND HEALTH** – Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.
- 19. ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION** - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Automated Logic's prior written consent. No change, modification, amendment or waiver of any of the terms or conditions of this agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.
- 20. CUSTOMER CONSENT** - Customer consents and agrees that Automated Logic may, from time to time, publicize Automated Logic related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.
- 21. FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

**Maureen Iarossi**

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**From:** Rodriguez, Danielle <DRodriguez@alcnyj.com>  
**Sent:** Monday, March 25, 2013 3:40 PM  
**To:** iarossi@optonline.net  
**Subject:** Service Contract Renewal  
**Attachments:** 2013 Service Solutions Contract.pdf

Good Afternoon ,

Please find attached your renewal proposal for the coming term. Please let us know if you have any questions. Thank you!

Regards,  
Danielle Rodriguez  
Service Contract Specialist

**Automated Logic – New York / New Jersey**  
100 Delawanna Ave · Suite 400 · Clifton · New Jersey · 07014  
Main: (718)445-8400 · FAX: (973)569-4701 · Cell: (347)234-2879  
[www.alcnyj.com](http://www.alcnyj.com)

RESOLUTION

BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, N.J., that the following bills, having been referred to the Borough Council and found correct, be and the same hereby be paid:

<u>FUND</u>	<u>AMOUNT</u>	<u>NOTES</u>
Current	\$2,714,114.28	Bill List Wire 4/9/13
	<u>963,898.30</u>	Wires/Manual Checks
Current TOTAL	3,678,012.58	
Escrow - Trust	7,777.72	Bill List Wire 4/9/13
Open Space Fund	716.50	Bill List Wire 4/9/13
Capital	275.00	Bill List Wire 4/9/13
Engineering Trust	258.50	Bill List Wire 4/9/13
Dog Trust	33.60	Bill List Wire 4/9/13

*This resolution was adopted by the Mayor and Council of Montvale at a meeting held on 4/9/13*

Introduced by: \_\_\_\_\_

Approved: 4/9/13

Seconded by: \_\_\_\_\_

\_\_\_\_\_  
Roger Fyfe, Mayor

ATTEST:

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

**MANUAL/VOID CHECKS - WIRES**  
**April 9, 2013**

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Transaction/Vendor</u>	<u>Amount</u>
WIRE		3/27/13	Payroll Account	137,027.79
WIRE		3/27/13	Salary Account	78,946.51
WIRE		3/27/13	FSA Account	335.00
WIRE		4/4/13	PERS annual payment	222,687.00
WIRE		4/4/13	PFRS annual payment	504,902.00
7454	13-00538	4/2/13	Reserve Account	
			Depiero Postage	<u>20,000.00</u>
Total				<u>963,898.30</u>



Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099	Excl
00104	MONTVALE BOARD OF EDUCATION												
	13-00013 01/03/13 2013 LOCAL SCHOOL TAX			B									
	5 2013 LOCAL SCHOOL TAX/APRIL	1,144,265.00	3-01-55-207-000			B LOCAL SCHOOL TAXES	R	01/03/13	04/03/13	APRIL 2013		N	
	6 INTEREST & PRINCIPAL	415,585.00	3-01-55-207-000			B LOCAL SCHOOL TAXES	R	01/03/13	04/03/13	APRIL		N	
		<u>1,559,850.00</u>											
	Vendor Total:	1,559,850.00											
00107	APPRAISAL SYSTEMS, INC.												
	12-01306 08/29/12 PROPERTY REASSESSMENT			B									
	8 PROPERTY REASSESSMENT	10,180.00	2-01-20-711-029			B OTHER CONTRACTUAL ITEMS	R	08/29/12	04/03/13	VOUCHER 7	FINAL	N	
	Vendor Total:	10,180.00											
00113	FEDICK, ANDREW												
	13-00494 03/25/13 REIMBURSEMENT CLOTHING												
	1 REIMBURSEMENT CLOTHING	152.98	3-01-25-745-260			B FEDICK, ANDREW - CLOTHING	R	03/25/13	04/03/13	CLOTHING		N	
	Vendor Total:	152.98											
00123	P & A AUTO PARTS												
	13-00223 02/04/13 February Monthlo PO												
	1 February Monthlo PO	89.38	3-01-26-767-025			B VEHICLE MAINTENANCE - DPW	R	02/04/13	04/03/13	6-463691+		N	
	3 FEBRUARY PO	134.49	3-01-26-767-030			B MATERIALS & SUPPLIES	R	02/04/13	04/03/13	6-463691+		N	
	4 FEBRUARY PO	129.27	3-01-26-767-034			B MOTOR VEH PARTS/SUPPLIES/ACCES	R	02/04/13	04/03/13	6-463691+		N	
		<u>353.14</u>											
	Vendor Total:	353.14											
00136	ENVIRO WASTE												
	13-00304 02/15/13 Removal of rags												
	1 Removal of rags	195.00	3-01-26-767-029			B OTHER CONTRACTUAL ITEMS	R	02/15/13	04/03/13	243570		N	
	Vendor Total:	195.00											
00137	PASCACK VALLEY REGIONAL HS DST												
	13-00014 01/03/13 REGIONAL SCHOOL TAX 2013			B									
	5 REGIONAL SCHOOL TAX /APRIL	887,524.62	3-01-55-206-000			B REGIONAL SCHOOL TAX	R	01/03/13	04/03/13	APRIL 2013		N	



Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type Charge Account	Acct Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date	Invoice	1099 Excl
00164 STATELINE FIRE & SAFETY, INC.	13-00367 03/04/13 GAS Detector	1 GAS Detector	1,010.00	3-01-26-765-030	B MATERIALS & SUPPLIES	R	03/04/13 04/03/13	88433		N
		Vendor Total:	1,010.00							
00178 FAIR GAME GOOSE CONTROL INC.	13-00419 03/07/13 GOOSE CONTROL BD OF ED	1 GOOSE CONTROL BD OF ED	550.00	3-01-27-785-092	B GEESE CONTROL	R	03/07/13 04/03/13	14 BD OF ED		N
		Vendor Total:	550.00							
00186 PRIMEFLEX BILLING	13-00163 01/24/13 FSA FEES 2013	3 FSA-STANDARD FEE	100.00	B 3-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R	01/24/13 04/03/13	54669986		N
		Vendor Total:	100.00							
00221 BOWAN, DONALD	13-00493 03/25/13 REIMB MEALS DURING TRAINING	1 REIMB MEALS DURING TRAINING	76.10	3-01-25-745-041	B MEAL REIMBURSEMENT	R	03/25/13 04/03/13	MEALS REIMB.		N
		Vendor Total:	76.10							
00250 FIRE AND SAFETY SERVICES LTD	13-00200 01/31/13 FIRE TRUCK M2 HEAT & BROKEN ST	1 FIRE TRUCK M2 HEAT &	494.33	3-01-26-767-099	B VEHICLE MAINT/PARTS - FIRE	R	01/31/13 04/03/13	SI13-0313-0314		N
		Vendor Total:	494.33							
00259 TAJ MAHAL HOTEL	13-00410 03/07/13 HOTEL PD TRAINING CONF	1 HOTEL RESERVATIONS	375.00	3-01-25-745-042	B EDUCATION/TRAINING/SEMINARS	R	03/07/13 04/03/13	6/24/13		N
		2 BOWAN CONFIRMATION #D56HS	250.00	3-01-25-745-042	B EDUCATION/TRAINING/SEMINARS	R	03/07/13 04/03/13	NJ ST CHIEF CON		N
		Vendor Total:	625.00							

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00268 POSTMASTER OF MAHWAH	13-00499 03/25/13 PERMIT # 214 FEE 2013	1 PERMIT # 214 FEE/ 2013	200.00	3-01-20-701-022	B	POSTAGE & EXPRESS CHARGES	R	03/25/13	04/03/13		3/20/13	N
	Vendor Total:		200.00									
00280 TRAFFIC SAFETY & EQUIPMENT CO.	13-00309 02/19/13 February Monthly Po	1 February Monthly Po	458.63	3-01-26-765-030	B	MATERIALS & SUPPLIES	R	02/19/13	04/03/13		154171+154320	N
	2 February monthly po		446.80	3-01-26-765-050	B	DPW WORK/SNOW PLOW EQUIPMENT	R	02/19/13	04/03/13		154101+154222	N
	Vendor Total:		905.43									
00315 BOROUGH OF MONTVALE	13-00518 03/28/13 SPECIAL MEETING 3/19/13	1 SPECIAL MEETING 3/19/13	244.97	E-08-00-210-21A	B	Montvale Devl Assoc (1903/3)DePiero's	R	03/28/13	04/03/13		3/19/13	N
	Vendor Total:		244.97									
00329 NJ STATE DEPT. OF HEALTH	13-00532 04/02/13	1 MARCH 2013 DOG LICENSE FEE	33.60	T-12-56-286-001	B	RESERVE FOR DOG LICENSE	R	04/02/13	04/03/13		MARCH 2013	N
	Vendor Total:		33.60									
00375 BOROUGH OF PARK RIDGE	13-00440 03/12/13 TRI-BORO FUEL INVOICE /FEBR.	1 TRI-BORO FUEL INVOICE /FEBR.	8,425.37	3-01-31-833-074	B	GASOLINE & DIESEL FUEL	R	03/12/13	04/03/13		FEBRUARY	N
	1 TRI-BORO FUEL INVOICE /FEBR.		279.04	3-01-25-748-074	B	GASOLINE	R	03/12/13	04/03/13		FEBRUARY	N
	Vendor Total:		8,704.41									
00412 SCHULTZ FORD INC.	13-00006 01/02/13 January Monthly Po	1 January Monthly Po	739.92	3-01-26-767-025	B	VEHICLE MAINTENANCE - DPW	R	01/02/13	04/03/13		471647+	N





Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date	Invoice	1099 Excl
00730 BOGGIA & BOGGIA, ESQS.	13-00249 02/06/13 LEGAL FEES 2013	Continued									
	40 STAVROS KANTOS TAX APPEAL	98.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19241		N
	41 GRAND PRIX MONTVALE TAX APPEAL	14.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19242		N
	42 MACK PROPERTIES TAX APPEAL	392.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19243		N
	43 KSL TAX APPEAL	14.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19244		N
	44 YES PHILLIPS GROUP TAX APPEAL	14.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19245		N
	45 KAPLAN AND DRESSNER TX APPEAL	112.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19246		N
	46 MONTVALE PLAZA ASSOC. TX APPEAL	140.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19247		N
	47 P.&C.DAVEY LLC TAX APPEAL	294.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19248		N
	48 RECKITT RENCKISER TAX APPEAL	112.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19249		N
	49 CVS PHARMACIES TAX APPEAL	196.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19250		N
	50 MARIO FACENDOLA TAX APPEAL	42.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19251		N
	51 STEVEN TAYLOR TAX APPEAL	728.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19252		N
	52 JONATHAN DONATH TAX APPEAL	14.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19253		N
	53 DAVID GILSEMAN TAX APPEAL	14.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19254		N
	54 WALTER MHNKEN TAX APPEAL	56.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19255		N
	55 WAYNE HOFFMAN TAX APPEAL	280.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19256		N
	56 JOSEPH CARRETTA TAX APPEAL	140.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19257		N
	57 DS MONTVALE LLC TAX APPEAL	350.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19258		N
	58 14 PHILLIPS PARKWAY TAX APPEAL	354.80	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19259		N
	59 DAVID AURICCHIO TAX APPEAL	14.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19260		N
	60 TRUDIE WEISER TAX APPEAL	112.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19261		N
	61 EDWARD SNEATH TAX APPEAL	224.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19262		N
	62 MONTVALE IRENE BEATIE TX APPEAL	14.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19263		N
	63 BERGEN COUNTY TAX APPEALS 2013	1,330.00	3-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	02/06/13	04/03/13	19264		N
		10,155.78									
	Vendor Total:	10,155.78									
00731 MASER CONSULTING P.A.	11-01858 12/30/11 CONSTR.SVS 2011 ROADWAY IMPR.			B							
	8 2011 ROAD PAVING PROGRAM	275.00	C-04-55-348-K01	B	ROAD IMPROVEMENTS	R	12/30/11	04/03/13	200693		N
12-01491 10/09/12 DESIGN & INSP.SVS FIELDST.SCHO	7 FIELD STONE SCHOOL 1201/47	716.50	T-14-56-286-001	B	RESERVE FOR OPEN SPACE TRUST	R	10/09/12	04/03/13	200697		N





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01293 NJ DIV. PENSIONS & BENEF./DCRP												1099
	13-00255 02/07/13 DCRP GROUP LIFE INS./DIS.-1013			B								
	8 DCRP GROUP LIFE INSURANCE	40.07	3-01-36-846-029			B OTHER CONTRACTUAL - DCRP	R	02/07/13	04/03/13		PLAN #316149	N
	9 DCRP LONG TERM DISABILITY	16.77	3-01-36-846-029			B OTHER CONTRACTUAL - DCRP	R	02/07/13	04/03/13		PLAN #316149	N
		56.84										
	Vendor Total:	56.84										
01645 BOROUGH OF WOODCLIFF LAKE												
	13-00418 03/07/13 TRI-BORO DISPATCH/ROB KUEHLKE											
	1 TRI-BORO DISPATCH/ROB KUEHLKE	750.00	2-01-25-746-029			B OTHER CONTRACTUAL ITEMS	R	03/07/13	04/03/13		2012 4TH QTR.	N
	Vendor Total:	750.00										
01760 UNITED PARCEL SERVICE												
	13-00392 03/05/13 UPS CHARGES											
	1 F047X6063 UPS CHARGES	37.10	3-01-20-701-022			B POSTAGE & EXPRESS CHARGES	R	03/05/13	04/03/13		6063	N
	2 F047X6073 UPS CHARGES/ PL BD	8.92	3-01-21-720-022			B POSTAGE & EXPRESS CHARGES	R	03/05/13	04/03/13		6073	N
	3 F047X6073 UPS CHARGES/ ADMIN.	6.42	3-01-20-701-022			B POSTAGE & EXPRESS CHARGES	R	03/05/13	04/03/13		6073	N
	4 F047X6083 UPS CHARGES	15.34	3-01-20-701-022			B POSTAGE & EXPRESS CHARGES	R	03/05/13	04/03/13		6083	N
		67.78										
	Vendor Total:	67.78										
	13-00439 03/12/13 F047X6093 UPS CHARGES											
	1 F047X6093 UPS CHARGES/ PL BD	53.58	3-01-21-720-022			B POSTAGE & EXPRESS CHARGES	R	03/12/13	04/03/13		6093	N
	2 F047X6093 UPS CHARGES/ ADMINST	12.84	3-01-20-701-022			B POSTAGE & EXPRESS CHARGES	R	03/12/13	04/03/13		6093	N
		66.42										
	Vendor Total:	66.42										
	13-00447 03/13/13 F47X6103 UPS CHARGES											
	1 F47X6103 UPS CHARGES /ADMINSTR	27.51	3-01-20-701-022			B POSTAGE & EXPRESS CHARGES	R	03/13/13	04/03/13		6103	N
	2 F47X6103 UPS CHARGES /PL BD	27.47	3-01-21-720-022			B POSTAGE & EXPRESS CHARGES	R	03/13/13	04/03/13		6103	N
		54.98										
	Vendor Total:	54.98										
	13-00487 03/21/13 F047X6113 UPS CHARGES											
	1 F047X6113 UPS CHARGES	63.88	3-01-21-720-022			B POSTAGE & EXPRESS CHARGES	R	03/21/13	04/03/13		6113	N
	Vendor Total:	63.88										
	13-00523 03/29/13 F047X6123 UPS CHARGES											
	1 F047X6123 UPS CHARGES /PL BD	17.86	3-01-21-720-022			B POSTAGE & EXPRESS CHARGES	R	03/29/13	04/03/13		6123	N









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03976 OFFICE MAX	13-00407 03/06/13 COPY PAPER (20 cases)		638.40	3-01-20-701-036	B OFFICE SUPPLIES	R	03/06/13	04/03/13		248173	N
	1 COPY PAPER		638.40								
	Vendor Total:		638.40								
Total Purchase Orders:			82	Total P.O. Line Items:	173	Total List Amount:	2,723,175.60	Total Void Amount:	0.00		

Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total
CURRENT FUND 2012 BUDGET	2-01	15,351.45	0.00	15,351.45	0.00
CURRENT FUND 2013 BUDGET	3-01	2,698,762.83	0.00	2,698,762.83	0.00
CAPITAL FUND	C-04	275.00	0.00	275.00	0.00
BANK OF AMERICA ESCROW ACCOUNT	E-08	7,777.72	0.00	7,777.72	0.00
OTHER TRUST ACCOUNT	T-03	258.50	0.00	258.50	0.00
DOG TRUST ACCOUNT	T-12	33.60	0.00	33.60	0.00
OPEN SPACE TRUST ACCT	T-14	716.50	0.00	716.50	0.00
Year Total:		1,008.60	0.00	1,008.60	0.00
Total of All Funds:		2,723,175.60	0.00	2,723,175.60	0.00