

**AGENDA
PUBLIC MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
May 12, 2015
Meeting to Commence 7:30 PM
(No Closed Executive Session)**

ROLL CALL:

Councilmember Curry	Councilmember LaMonica
Councilmember Ghassali	Councilmember Lane
Councilmember Koelling	Councilmember Talarico

ORDINANCES:

PUBLIC HEARING ORDINANCE NO. 2015-1401 AN ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, REPEALING AND REPLACING CHAPTER 2B, "AFFORDABLE HOUSING" OF THE BOROUGH CODE TO CREATE THE POSITION OF MUNICIPAL HOUSING LIAISON FOR THE PURPOSE OF ADMINISTERING MONTVALE'S AFFORDABLE HOUSING PROGRAM PURSUANT TO THE FAIR HOUSING ACT

MEETING OPEN TO PUBLIC:

Agenda Items Only

MEETING CLOSED TO PUBLIC:

Agenda Items Only

OFFICIAL SWEARING IN FOR PROMOTIONS: Montvale Police Officers:

Alisha Foley – Sergeant

Douglas McDowell – Lieutenant

PROCLAMATION: Supporting The Click It or Ticket Mobilization

MINUTES:

April 28, 2015

RESOLUTIONS:

- 68-2015 Authorizing Refund Tax Overpayment / 81 E Grand Ave / Block 1705, Lot 8
- 69-2015 Authorizing Refund of Redemption Tax Sale Certificate #09-20000 for Block 712; Lot 9 / Montvale Avenue
- 70-2015 Declaring The Borough of Montvale A Stigma-Free Zone/Appointment of Ambassador
- 71-2015 Appointing Municipal Housing Liaison/L. Hutter
- 72-2015 Authorize Execution Of Agreement/Cond Services Act/Municipal Agreement/The Enclave At Montvale Condominium Association
- 73-2015 Authorize Execution Of Agreement/Cond Services Act/Municipal Agreement/Charlestown Court Homeowners Association
- 74-2015 Authorizing Reimbursement/Claim/Professional Fees Incurred by Rockland Built Homes Property located at Block 1601 Lot 21
- 75-2015 Special Item of Revenue and Appropriation – Chapter 159
- 76-2015 Resolution Authorizing the Receipt of Bids for Solid Waste and Recyclable Materials Collection and Disposal Services
- 77-2015 Authorize Release of Performance Guarantee/The Enclave At Montvale

BILLS:

REPORT OF REVENUE:

COMMITTEE REPORTS:

ENGINEER'S REPORT:

Andrew Hipolit
Report/Update

ATTORNEY REPORT:

Philip Boggia, Esq.
Report/Update

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

- a. Emergency Appropriation/Swim Club Pool/Complex/Proposed Emergency Resolution 78-2105
- b. Proposal Municipal Planner/Planning Services/Housing Element & Fair Share Plan & Vacant Land Assessment
- c. Resignation Christina Rotolo/Construction Dept./Floater
- d. Appointment Jane Woodward/Montvale Board of Health
- e. Board of Health – Ordinances
 - a) Chicken Coop Standards
 - b) Licensing Fees
 - c) Grease Trap - Inspections

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.

MEETING CLOSED TO THE PUBLIC:

ADJOURNMENT The next Meeting of the Mayor and Council will be held May 26, 2015 at 7:30pm

*******Disclaimer*******

Subject To Additions And/Or Deletions

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
ORDINANCE NO. 2015-1401**

NOTICE IS HEREBY GIVEN that the following Ordinance was introduced and passed on the first reading at the regular meeting of the Mayor and Council on the 28th day of April 2015, 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 12th day of May 2015 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

AN ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, REPEALING AND REPLACING CHAPTER 2B, "AFFORDABLE HOUSING" OF THE BOROUGH CODE TO CREATE THE POSITION OF MUNICIPAL HOUSING LIAISON FOR THE PURPOSE OF ADMINSTRERING MONTVALE'S AFFORDABLE HOUSING PROGRAM PURSUANT TO THE FAIR HOUSING ACT

BE IT ORDAINED by the Borough of Montvale in the County of Bergen and State of New Jersey as follows:

Section 1. Chapter 2B, "Affordable Housing" of the Borough Code is hereby repealed in its entirety and replaced as follows:

Article I.

Administration of Borough's Program

§ 2B-1	Purpose
§ 2B-2	Definitions
§ 2B-3	Establishment of Municipal Housing Liaison position and compensation; powers and duties

§ 2B-1	Purpose
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The purpose of this article is to create the administrative mechanisms needed for the execution of the Borough of Montvale's responsibility to assist in the provision of affordable housing pursuant to the Fair Housing Act of 1985.

§ 2B-2 Definitions

As used in this article, the following terms shall have the meanings indicated:

MUNICIPAL HOUSING LIAISON – The employee charged by the governing body with the responsibility for oversight and administration of the affordable housing program for the Borough of Montvale.

ADMINISTRATIVE AGENT – The entity responsible for administering the affordability controls of some or all units in the affordable housing program for the Borough of Montvale to ensure that the restricted units under administration are affirmatively marketed and sold or rented, as applicable, only to low- and moderate-income households.

§ 2B-3 Establishment of Municipal Housing Liaison position and compensation; powers and duties

- A. Establishment of position of Municipal Housing Liaison. There is hereby established the position of Municipal Housing Liaison for the Borough of Montvale.
- B. Subject to the approval of the Council on Affordable Housing (COAH), the Municipal Housing Liaison shall be appointed by the Governing Body and may be a full or part time municipal employee.
- C. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Borough of Montvale, including the following responsibilities which may not be contracted out, exclusive of item 6 which may be contracted out:
 - (1) Serving as the Borough of Montvale's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents, and interested households;
 - (2) Monitoring the status of all restricted units in the Borough of Montvale's Fair Share Plan;
 - (3) Compiling, verifying, and submitting annual reports as required by COAH;
 - (4) Coordinating meetings with affordable housing providers and Administrative Agents, as applicable;
 - (5) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH;
 - (6) If applicable, serving as the Administrative Agent for some or all of the restricted units in the Borough of Montvale as described in F. below.
- D. Subject to approval by COAH, the Borough of Montvale may contract with or authorize a consultant, authority, government or any agency charged by the Governing Body, which entity shall have the responsibility of administering the affordable housing

program of the Borough of Montvale, except for those responsibilities which may not be contracted out pursuant to subsection C above. If the Borough of Montvale contracts with another entity to administer all or any part of the affordable housing program, including the affordability controls and Affirmative Marketing Plan, the Municipal Housing Liaison shall supervise the contracting Administrative Agent.

- E. Compensation. Compensation shall be fixed by the Governing Body at the time of the appointment of the Municipal Housing Liaison.
- F. Administrative powers and duties assigned to the Municipal Housing Liaison. Unless otherwise designated to an approved Administrative Agent as part of a contract, the Municipal Housing Liaison shall have the following powers and duties. Items marked with an asterisk are currently being provided by an approved Administrative Agent at the time of the adoption of this Ordinance.

(1) Affirmative Marketing

- (a) Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Borough of Montvale and the provisions of N.J.A.C. 5:80-26.15;* and
- (b) Providing counseling or contracting to provide counseling services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

(2) Household Certification

- (a) Soliciting, scheduling, conducting and following up on interviews with interested households;*
- (b) Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;*
- (c) Providing written notification to each applicant as to the determination of eligibility or non-eligibility;*
- (d) Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;
- (e) Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;* and

- (f) Employing the random selection process as provided in the Affirmative Marketing Plan of the Borough of Montvale when referring households for certification to affordable units.*

(3) Affordability Controls

- (a) Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;*
- (b) Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;*
- (c) Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for each restricted unit;*
- (d) Communicating with lenders regarding foreclosures, in conjunction with the Administrative Agent; and
- (e) Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10, in conjunction with the Administrative Agent.

(4) Resale and rental

- (a) Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and
- (b) Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental.*

(5) Processing request from unit owners

- (a) Reviewing and approving requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership;*
- (b) Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems;*
- (c) Processing requests by owners of restricted units for hardship waivers;* and

- (d) Making determinations on requests by owners of restricted units for hardship waivers in conjunction with the Administrative Agent.
- (6) Enforcement
- (a) Securing annually lists of all affordable housing units for which tax bills are mailed to absentee owners and notifying all such owners that they must either move back to their unit or sell it;*
 - (b) Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
 - (c) The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;*
 - (d) Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;*
 - (e) Establishing a program for diverting unlawful rent payments to the municipality's affordable housing trust fund or other appropriate municipal fund approved by the DCA;
 - (f) Creating and publishing a written operating manual, as approved by COAH, setting forth procedures for administering such affordability controls;* and
 - (g) Providing annual reports to COAH as required, in conjunction with the Administrative Agent.
- (7) The Municipal Housing Liaison and the Administrative Agent shall have authority to take all actions necessary and appropriate to carry out their respective responsibilities hereunder, including joint consultation concerning any of the above responsibilities.

Section 2. Severability.

If any section, subsection, paragraph, sentence or other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect or invalidate the remainder of this Ordinance, but shall be confined in its effect to the section, subsection, paragraph, sentence or other part of this Ordinance directly involved in the controversy in which said judgment shall have been rendered and all other provisions of this Ordinance shall remain in full force and effect.

Section 3. Inconsistent Ordinances Repealed.

All ordinances or parts of ordinances which are inconsistent with the provisions of this ordinance are hereby repealed, but only to the extent of such inconsistencies.

Section 4. Effective Date.

This Ordinance shall take effect immediately upon final adoption and publication in the manner prescribed by law.

ROGER FYFE, MAYOR

ATTEST:

MAUREEN IAROSI-ALWAN, RMC
Borough Clerk

INTRODUCED:

ADOPTED:

APPROVED:



Proclamation

Supporting the *Click It or Ticket* Mobilization May 18 – May 31, 2015

Whereas, there were 556 motor vehicle fatalities in New Jersey in 2014; and

Whereas, a large percentage of the motor vehicle occupants killed in traffic crashes were not wearing a seat belt; and

Whereas, use of a seat belt remains the most effective way to avoid death or serious injury in a motor vehicle crash; and

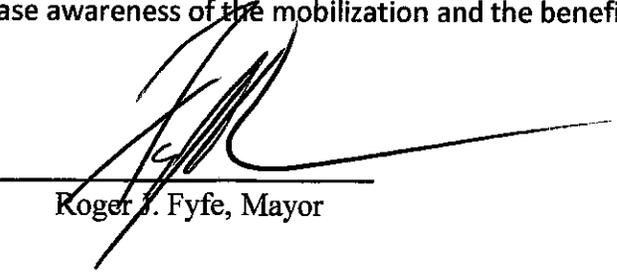
Whereas, the National Highway Traffic Safety Administration estimates that 135,000 lives were saved by safety belt usage nationally between 1975-2000; and

Whereas, the State of New Jersey will participate in the nationwide *Click It or Ticket* seat belt mobilization from May 18 – May 31, 2015 in an effort to raise awareness and increase seat belt usage through a combination of enforcement and education; and

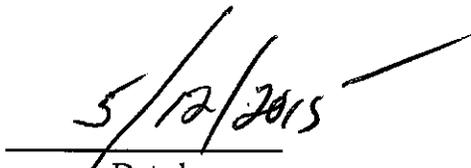
Whereas, the Division of Highway Traffic Safety has set a goal of increasing the seat belt usage rate in the state from the current level of 88% to 90%; and

Whereas, a further increase in seat belt usage in New Jersey will save lives on our roadways;

Now, therefore, I, Roger J. Fyfe, Mayor of the Borough of Montvale, County of Bergen, State of New Jersey, do hereby declare support for the *Click It or Ticket* seat belt mobilization both locally and nationally from May 18 – May 31, 2015 and pledge to increase awareness of the mobilization and the benefits of seat belt use.



Roger J. Fyfe, Mayor



Dated

**MINUTES
WORK SESSION**

The Work Session Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:45pm. 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 Curry	Councilmember LaMonica
Councilmember Ghassali - absent	Councilmember Lane - absent
Councilmember Koelling	Councilmember Talarico

Also present: Mayor Roger Fyfe; Borough Attorney, Phil Boggia; Borough Engineer, Andy Hipolit; and Deputy Municipal Clerk, Fran Scordo

7:30 – 7:45 ANNUAL REPORT (P.I.A.) PROFESSIONAL INSURANCE ASSOCIATES, INC.

Frank Covelli, Risk Manager

ORDINANCES:

INTRODUCTION ORDINANCE NO. 2015-1401 AN ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, REPEALING AND REPLACING CHAPTER 2B, "AFFORDABLE HOUSING" OF THE BOROUGH CODE TO CREATE THE POSITION OF MUNICIPAL HOUSING LIASION FOR THE PURPOSE OF ADMINISTRERING MONTVALE'S AFFORDABLE HOUSING PROGRAM PURSUANT TO THE FAIR HOUSING ACT (public hearing 5/12/2015)

A motion to Introduce Ordinance **2015-1401** for first reading was made by Councilmember Curry; seconded by Councilmember LaMonica; Clerk read by title only; Councilmember Talarico made a motion that this ordinance be passed on first reading and advertised in The Ridgewood News; seconded by Councilmember Curry - A roll call was taken – all ayes

PUBLIC HEARING ORDINANCE NO. 2015-1400 AN ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, REPEALING CHAPTER 28 OF THE BOROUGH CODE, ENTITLED "CURFEWS," IN ITS ENTIRETY

WHEREAS, Chapter 28 of the Borough of Montvale Code establishes a curfew for children under the age of 16 in the Borough; and

WHEREAS, said Ordinance, which was adopted in 1947, has rarely if ever been enforced; and

WHEREAS, court decisions in the intervening decades have ruled numerous municipal curfew ordinances unconstitutional, due either to vagueness or to a lack of exceptions that respect the rights of parents to permit their children to participate in certain activities with their express permission; and

WHEREAS, in order to maintain consistency with those decisions, the Mayor and Council are desirous of repealing the section of the Borough Code that establishes the curfew.

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

Section 1. Chapter 28 of the Borough Code, adopted by the Borough of Montvale Council on August 11, 1943, as Ordinance No. 267, is hereby repealed in its entirety.

Section 2. 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 3. 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 4. 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 5. Effective Date.

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

Ordinance No. **2015- 1400** was introduced for second reading by Councilmember Curry; seconded by Councilmember LaMonica; Clerk read by title only; Motion to open meeting to the public by Councilmember LaMonica; seconded by Councilmember Curry - all ayes

NO PUBLIC COMMENT

Motion to close meeting to the public by Councilmember LaMonica; seconded by Councilmember Talarico - all ayes ; Motion to adopt on Second and Final Reading in the Ridgewood News by Councilmember Talarico; seconded by Councilmember Curry; Clerk read by title only ----- A roll call vote was taken --- all ayes

PUBLIC HEARING ORDINANCE NO. 2015-1402 AN ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF AN EXTENSION LEASE WITH THE MONTVALE SWIM CLUB, INC. FOR THE PUBLIC PURPOSE OF OPERATING A MUNICIPAL POOL ON CERTAIN REAL PROPERTY NOT NEEDED FOR PUBLIC PURPOSE WHICH IS OWNED BY THE BOROUGH

WHEREAS, the Borough of Montvale has for many years leased certain real property owned by the Borough to the Montvale Swim Club, Inc. (the "Swim Club"), a nonprofit organization of the State of New Jersey, for the purposes of operating a municipal pool in the Borough; and

WHEREAS, N.J.S.A. 40A:12-14(c) and N.J.S.A. 40A:12-15(i) authorize a lease of public property to a nonprofit organization "for the promotion of the health, safety, morals and general welfare of the community," including operation of a municipal pool; and

WHEREAS, the Swim Club operates the Montvale Swim Club, a municipal pool located at 1 Memorial Drive in Montvale, a parcel that is owned by the Borough of Montvale, which pool is open for membership by all Borough residents; and

WHEREAS, the Borough and the Swim Club are desirous of extending said lease for an initial term not to exceed five (5) years, subject to certain mutual renewal options, upon the terms and conditions set forth herein and other such terms and conditions as will be set forth in a final Lease agreement.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, that a Lease with the Montvale Swim Club, Inc. is hereby approved for the real property located at 1 Memorial Drive, Montvale, New Jersey, the metes and bounds of which will be described in detail in the Lease. The Lease shall be subject to the following terms and conditions:

1. The Lease is approved for an initial period of five (5) years, commencing on May 1, 2015, with four (4) mutual five-year extensions, for a total term not to exceed twenty-five (25) years.
2. The consideration for the Lease shall be one dollar (\$1.00) per year.
3. The Swim Club shall operate the property as a municipal pool, open to all residents of the Borough of Montvale (subject to reasonable limitations on membership due to space limitations), for the benefit of the health and welfare of the public.
4. The Lease shall provide that the Swim Club shall have permission to continue to maintain bathrooms and a snack bar on the property.
5. During the term of the Lease, the Borough shall have the right, but not the obligation, to perform necessary landscaping and grounds maintenance that it deems necessary at the property.
6. During the term of the Lease, the Borough shall have the right, but not the obligation, to designate the Swim Club as a quasi-public entity for insurance and other purposes, in its sole discretion.
7. During the term of the Lease, the Swim Club shall provide reasonable access to its facilities to members of the general public.
8. The terms and conditions of the Lease shall be enforced by the Borough Administrator.

BE IT FURTHER ORDAINED that as an express term of the Lease, the Montvale Swim Club shall be required to submit an annual report to the Borough Administrator setting forth:

1. the purpose for which the property was used;
2. a summary of the activities of the Swim Club in the past year;
3. a full accounting of the income, costs and expenses pertaining to the operations of the Swim Club; and
4. an affirmation of the continued tax-exempt status of the Swim Club under both State and Federal law.

BE IT FURTHER ORDAINED that the Mayor and all other appropriate officials are hereby empowered to execute a Lease upon the terms and conditions set forth herein and to execute all other documents and do all things necessary to effectuate the purposes of this Ordinance.

BE IT FURTHER ORDAINED that if any section, subsection, paragraph, sentence or other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect or invalidate the remainder of this Ordinance, but shall be confined in its effect to the section, subsection, paragraph, sentence or other part of this Ordinance directly involved in the controversy in which said judgment shall have been rendered and all other provisions of this Ordinance shall remain in full force and effect.

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances which are inconsistent with the provisions of this ordinance are hereby repealed, but only to the extent of such inconsistencies.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon final adoption and publication in the manner prescribed by law.

Ordinance No. **2015- 1402** was introduced for second reading by Councilmember Curry; seconded by Councilmember LaMonica - Clerk read by title only; Motion to open meeting to the public by Councilmember Talarico; seconded by Councilmember LaMonica - all ayes

NO PUBLIC COMMENT

Motion to close meeting to the public by Councilmember Talarico; seconded by Councilmember LaMonica - all ayes ; Motion to adopt on Second and Final Reading in the Ridgewood News by Councilmember Talarico; seconded by Councilmember Curry; Clerk read by title only ----- A roll call vote was taken --- all ayes

MINUTES:

April 14, 2015

A motion to accept the minutes by Councilmember Talarico; seconded by Councilmember Curry
- all eyes

RESOLUTIONS:

65-2015 Bergen County Multi-Jurisdictional Hazard Mitigation Plan

WHEREAS the Borough of Montvale, NJ, has experienced natural hazards that result in public safety hazards and damage to private and public property;

WHEREAS the hazard mitigation planning process set forth by the State of New Jersey and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risk;

WHEREAS the New Jersey Office of Emergency Management is providing federal mitigation funds to support development of the mitigation plan;

WHEREAS a *Hazard Mitigation Plan* has been developed by the Mitigation Planning Committee;

WHEREAS the *Hazard Mitigation Plan* includes a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property, and

WHEREAS the draft plan was provided to each participating jurisdiction and was posted on the County Office of Emergency Management's website so as to introduce the planning concept and to solicit questions and comments; and to present the Plan and request comments, as required by law, and

NOW THEREFORE BE IT RESOLVED by the Borough of Montvale:

1. The Bergen County Multi-Jurisdictional *Hazard Mitigation Plan*, as submitted to the New Jersey Office of Emergency Management and the Federal Emergency Management Agency on April 13, 2015 by the Bergen County Office of Emergency Management is hereby adopted as an official plan of the Borough of Montvale; minor revisions recommended by the Federal Emergency Management Agency and/or the New Jersey Office of Emergency Management may be incorporated without further action.
2. The Borough of Montvale departments identified in the Plan are hereby directed to pursue implementation of the recommended high priority activities that are assigned to their departments.
3. Any action proposed by the Plan shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the Borough of Montvale, and this resolution shall not be interpreted so as to mandate any such appropriations.
4. The Emergency Management Coordinator is designated to coordinate with other offices and shall periodically report on the activities, accomplishments, and progress, and shall prepare an annual progress report to be submitted to the Bergen County Office of Emergency Management. The status reports shall be submitted on a yearly basis by a predetermined date as agreed upon by all stakeholders.

Introduced by: Councilmember Talarico; seconded by Councilmember Curry - All eyes

66-2015 Resolution Amending Resolution 71-2014 Award Professional Service Contract/ Bergen County Cooperative Curb Ramp Program/Concrete Construction Corporation/Grand Avenue/Spring Valley Road/Summit Avenue

WHEREAS, the County of Bergen established a Cooperative Program to improve Curb Ramps throughout Bergen County for selected roadways in each municipality; and

WHEREAS, the County of Bergen publicly re-bid the project and re-awarded it to Concrete Construction Corporation, 24 Pink Street, P.O. Box 4063, South Hackensack, New Jersey 07601; and

WHEREAS, the cost to Bergen County for the construction of the project is \$337,354.95 which is based on locations for construction of curb ramps along Grand Avenue, Spring Valley Road and Summit Avenue within the Borough which have been approved by Bergen County; and **WHEREAS**, Montvale will be reimbursed the initial 50% of the construction cost upfront upon this award to Concrete Construction. Final amount of reimbursement will be based on final as-built quantities of work approved by Bergen County. Attached to the original of this resolution is Bergen County Resolution No. 1460-14 dated December 15, 2014; and **NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale award a contract to Concrete Construction Corporation for the Bergen County Cooperative Curb Ramp Program for an amount not to exceed \$337,354.95

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

67-2015 A Resolution Sponsoring The Montvale Swim Club, Inc. For Quasi-Entity III Insurance Coverage Through The Bergen County Municipal Joint Insurance Fund

WHEREAS, the Borough of Montvale, (hereinafter the Borough) is a member of the Bergen County Municipal Joint Insurance Fund for all property and casualty coverages; and **WHEREAS**, the Bergen County Municipal JIF provides for member municipalities to sponsor non-governmental civic and/or recreational organizations that provide valuable benefit to the community for General Liability coverage as a designated Quasi Entity; and **WHEREAS**, the Montvale Swim Club, Inc. is a non-profit organization formed in 1962, to operate the Montvale Community Pool, located on public lands owned by the Borough; and **WHEREAS**, the Montvale Swim Club, Inc. has had a lease with the Borough for the public lands on which the Community Pool has operated since 1962; and **WHEREAS**, the Montvale Swim Club, Inc. has secured property and casualty insurance coverage through the commercial market for many years and has requested assistance from the Borough to lower their operating costs by becoming a Quasi III entity under the Borough's insurance coverage promulgated through its membership in the Bergen County Municipal Joint Insurance Fund; and **WHEREAS**, the Mayor and Council recognize and appreciate the dedication of the volunteers that serve as trustees and further, value the importance of the Montvale Swim Club, Inc. as an integral part of the fabric of the community; and **NOW, THEREFORE BE IT RESOLVED**, the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, hereby recognizes and acknowledges the inherent benefit of the Montvale Swim Club, Inc. as a valuable organization in the Community and further, requests the Executive Committee of the Bergen County Municipal Joint Insurance Fund provide Quasi III status to the group, thus providing General Liability and Non-Owned and Hired Auto insurance coverage to the Organization; and **BE IT FURTHER RESOLVED**, the Borough Risk Management Consultant is hereby directed, in coordination with the organization's leaders and Borough administration, to effectuate the necessary application and supporting documentation for a **May 22, 2015** effective date with said documentation to be provided to the Bergen County JIF for approval as soon as administratively practical; and **BE IT FURTHER RESOLVED**, a certified copy of this Resolution shall be forwarded to Professional Insurance Associates, 429 Hackensack Street, P.O. Box 818 Carlstadt, NJ 07072, Risk Management Consultant to the Borough.

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

BILLS: Municipal Clerk read the Bill Report

Motion to pay bills by Councilmember Talarico; seconded by Councilmember Curry - All ayes

ENGINEER'S REPORT:

Andrew Hipolit

Report/Update

- a. NJDOT Fiscal Year 2015/Municipal Aid Program Funding Award \$149,000/Terkuile Road
- b. Status Competitive Bid Specifications/2015 Road Improvement Program

As a result of the NJDOT grant for Terkuile Road, Akers Ave will be added to the bid for the road program and Terkuile will be removed. Authorization to go out to bid will be submitted for next meeting.

ATTORNEY REPORT:

Philip Boggia, Esq.

Report/Update

- a. Status Vacate Short Avenue

Only a portion of the road will be vacated. Rockland Built Homes agreed to repair the drainage pit in addition to road improvements. After a brief discussion, a motion to vacate Short Avenue by Councilmember LaMonica; seconded by Councilmember Curry – all ayes

UNFINISHED BUSINESS:

None

NEW BUSINESS:

None

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 Talarico; seconded by Councilmember Curry – all ayes

Clint Miller

Wanted to let councilmembers know that Jerry Della Bella, former Fire Chief is on hospice and is not expected to live past weekend

A motion to close meeting to the public by Councilmember LaMonica; seconded by Councilmember Curry – all ayes

Motion to adjourn by Councilmember LaMonica; seconded by Councilmember Talarico – all ayes

ADJOURNMENT

Meeting adjourned at 8:45pm

The next Meeting of the Mayor and Council will be held May 12, 2015 at 7:30 p.m.

Respectfully submitted, Fran Scordo, Deputy Municipal Clerk



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 68-2015**

RE: Refund Tax Overpayment / 81 E Grand Ave / Block 1705, Lot 8

WHEREAS, a resolution authorizing this municipality to refund overpayment of taxes for a property located in the Borough of Montvale.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey, that the Tax Collector be and is hereby authorized to refund overpayment of taxes due to a duplicate payment of 2nd quarter taxes payable to Francis A. Uzzi, Attorney Trust Account, 210 Summit Ave, Suite A11, Montvale, NJ 07645 representing new homeowner, Ramsey Mesyef, 81 E Grand Ave, Montvale, Block 1705; Lot 8

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

Adopted: May 12, 2015

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 69-2015**

RE: Authorizing Refund of Redemption of Tax Sale Certificate #09-20000 for Block 712; Lot 9 / Montvale Avenue

WHEREAS, at the Municipal Tax Sale held on December 30, 2010, a lien was sold on Block 712, Lot 9, also known as Montvale Ave, for 2009 delinquent taxes; and,

WHEREAS, this lien, known as Tax Sale Certificate #09-20000, was sold to John Finan, for a 10% redemption fee; and

WHEREAS, John Finan, started foreclosure proceedings which include fees in the amount of \$280.00; and

WHEREAS, Forescene Title Agency, has effected redemption of Tax Sale Certificate #09-20000 in the amount of \$31,773.36; 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 Tax Collector be and is hereby authorized to Redeem Certificate #09-20000 and send payment of \$31,773.36 to John Finan, 55 Mac Arthur Ave, Closter, NJ 07624 and

BE IT FURTHER RESOLVED, that the Tax Collector be authorized to issue a check in the amount and \$280.00 (foreclosure fees) to the aforementioned lien holder.

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

Adopted: May 12, 2015

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 70-2015**

RE: Declaring The Borough of Montvale a Stigma-Free Zone

WHEREAS, the Bergen County Executive and the Board of Chosen Freeholders, along with the Bergen County Department of Health Services, supports the designation of **Stigma-Free Zones** across the County and within every municipality, and;

WHEREAS, the National Institute of Mental Health reports that 1 in 4 adults [approximately 61.5 million Americans] experiences mental illness in a given year and 1 in 17 adults live with a serious mental illness such as schizophrenia, major depression, or bipolar disorder; approximately 20% of youth ages 13 to 18 and 13% of youth ages 8 to 15 experience severe mental disorders in a given year, and;

WHEREAS, the stigma associated with the disease of mental illness is identified as the primary reason individuals fail to seek the help they need to recover from the disease, and;

WHEREAS, **Stigma-Free Zones** aim to inspire public interest and open dialogues about stigma, raise awareness of the disease of mental illness and create a culture wherein residents who have the disease of mental illness feel supported by their community and neighbors and feel free to seek treatment for the disease without fear of stigma and;

WHEREAS, promoting awareness that there can be no "health" without mental health will break down barriers and encourage residents of all ages to be mindful of their mental health and ask for help when needed, and;

WHEREAS, local resources are available to treat the disease of mental illness so no one resident needs to suffer alone or feel hopeless, and;

WHEREAS, establishing **Stigma-Free Zones** will raise awareness of resources and encourage residents to engage in care as soon as the need is identified so recovery can begin, hope is inspired and tragedies are avoided, and;

NOW THEREFORE BE IT RESOLVED that the Borough of Montvale recognizes the community needs and supports the efforts of the County of Bergen in designating Montvale as a **Stigma-Free Zone**.

BE IF FUTHER RESOLVED, Councilmember Leah LaMonica is hereby appointed Stigma-Free Ambassador for the Borough of Montvale.

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

Adopted: May 12, 2015

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Roger J. Fyfe
Mayor

BERGEN *County*

In Recognition of "May is Mental Health Month"

We invite you to join a conversation about ...

STRENGTHENING 2-1-1

Wednesday, May 13 at 1:30 p.m. at

One Bergen County Plaza – 4th Floor



NJ 2-1-1 Partnership

Our Mission – The NJ211 Partnership is a non-profit organization committed to connecting individuals in search of health or human services with local organizations and agencies that can help.

How We Began – NJ211 was launched statewide in February 2005. The three digit dialing code (2-1-1) is easy to remember, free, confidential, multi-lingual and available 24/7. There is also a companion website at nj211.org.

Funding – The NJ 211 Partnership relies is funded by the State of New Jersey and the member organizations of the United Ways of NJ.

Call/ Website Volume – Last year, NJ 211 answered 220,843 calls and handled 250,000 hits to our website.

National Accreditation – NJ 211 is nationally accredited by the Alliance of Information and Referral Systems. The AIRS standards of excellence are very difficult to achieve involving the review of over 200 protocols to ensure professionalism and accuracy. NJ 211 is committed to delivering the highest quality of service.

EXECUTIVE DIRECTOR – JOE GELETA

As the new Executive Director, I am totally committed to making NJ 2-1-1 the premier information and referral service in the country. My vision for the organization focuses on four basic components:

- Build upon the existing excellence of the NJ 2-1-1 staff and strengthen and improve professional staff development;
- Increase promotion and awareness of NJ 2-1-1;
- Build upon our network of stakeholders and partners; and
- Implement technology upgrades and system enhancements.

I look forward to working with you all and can be reach at jgeleta@nj211.org or by phone 973-929-3704.

NEW JERSEY

PROUD TO BE



James J. Tedesco III
County Executive
and the Board of Chosen Freeholders

PROUD TO BE



YOU ARE NOW ENTERING A

[TOWN]

IS

PROUD TO BE

in collaboration with

COUNTY OF BERGEN
James J. Tedesco III,
County Executive
and the
Board of Chosen Freeholders



STIGMA-FREE ZONE

PROUD TO BE



Stigma-Free Campaign Municipality Toolkit

Michele Hart-Loughlin
Project Coordinator

Department of Health Services
Division of Mental Health
One Bergen County Plaza
Hackensack NJ 07601
201-634-2750
www.BergenHealth.org/Mental

PROUD TO BE



Mental Illness

Campaign Goals

Get Involved



Mental Illness

What is a mental illness?

Disorder generally characterized by dysregulation of mood, thought and/or behavior

Mental illnesses affect persons of every age, race, religion and income

What is stigma?

Mark of disgrace which results from judgment by others

When an individual is labelled by their illness

Stigma is the primary reason individuals do not seek help when they experience symptoms of mental illness.

IN **4**

adults experience a diagnosable mental illness every year

PROUD TO BE



Stigma-Free Campaign

- County-wide coalition of Stigma-Free municipalities
- May 2014 Bergen County passed a resolution designating the county as a **Stigma-Free Zone**

STAND UP AGAINST STIGMA

**No Health without
Mental Health**

ONE IN FOUR PEOPLE HAVE A MENTAL ILLNESS.



Campaign Goals

- Reduce stigma associated with mental illness
- Educate residents that mental illness is a disease
- Create a culture of caring so those with mental illnesses feel supported
- Encourage individuals to seek help when they need it
- Link people in need to local mental health resources
- Provide residents with an opportunity to become involved in their community



Campaign Goals

Who is involved? *Everyone*

- Local government and business leaders
- Non profit organizations
- Community service groups
- Youth/students
- Anyone who is passionate about bringing the Stigma-Free Campaign to life

**ELIMINATE
STIGMA ...**

**RECOVERY
BEGINS**

PROUD TO BE



Municipality Toolkit

- I. Local Stigma-Free Resolution**
- II. Mental Health First Aid Training**
- III. Municipal Task Force**
- IV. Promotional Materials**
- V. Stigma-Free Action Plan**
- VI. Press Materials**



I. Local Stigma-Free Resolution

WHEREAS, the Bergen County Executive and the Board of Chosen Freeholders, along with the Bergen County Department of Health Services, supports the designation of **Stigma-Free Zones** across the County and within every municipality, and;

WHEREAS, the National Institute of Mental Health reports that 1 in 4 adults [approximately 61.5 million Americans] experiences mental illness in a given year and 1 in 17 adults live with a serious mental illness such as schizophrenia, major depression, or bipolar disorder; approximately 20% of youth ages 13 to 18 and 13% of youth ages 8 to 15 experience severe mental disorders in a given year, and;

WHEREAS, the stigma associated with the disease of mental illness is identified as the primary reason individuals fail to seek the help they need to recover from the disease, and;

WHEREAS, **Stigma-Free Zones** aim to inspire public interest and open dialogues about stigma, raise awareness of the disease of mental illness and create a culture wherein residents who have the disease of mental illness feel supported by their community and neighbors and feel free to seek treatment for the disease without fear of stigma and;

WHEREAS, promoting awareness that there can be no "health" without mental health will break down barriers and encourage residents of all ages to be mindful of their mental health and ask for help when needed, and;

WHEREAS, local resources are available to treat the disease of mental illness so no one resident needs to suffer alone or feel hopeless, and;

WHEREAS, establishing **Stigma-Free Zones** will raise awareness of resources and encourage residents to engage in care as soon as the need is identified so recovery can begin, hope is inspired and tragedies are avoided, and;

NOW THEREFORE BE IT RESOLVED that [TOWN] recognizes the community needs and supports the efforts of the County of Bergen in designating [TOWN] as a **Stigma-Free Zone**.



II. Mental Health First Aid Training

Bergen County Cares is providing municipalities with the opportunity to host free MHFA training sessions for employees and residents

What is MHFA?

- Evidence-based interactive course that spans one 8-hour or two 4-hour sessions
- Teaches students the signs of mental illness and substance abuse
- Introduces a five-step action plan to initiate referral to mental health resources

Why is MHFA important?

- Just like CPR, it is a vital skill that improves the well-being of our community
- Helps to eliminate stigma associated with mental illness and substance abuse
- Promotes recovery and resiliency



PROUD TO BE



II. Mental Health First Aid Training

- 30 county employees with official MHFA instructor certification will be available to run training sessions
- All Bergen County residents need MHFA because **mental illness touches everyone**

**RESERVE SEATS
FOR THE 2014-2015
MHFA TRAINING
NOW!**

Reserve training before the
schedule fills up

Michele-Hart Loughlin
One Bergen County Plaza 4th Floor
Hackensack, NJ 07601



III. Municipal Task Force

Identify a Stigma-Free Ambassador

- Any resident who will help bring your initiative to life
- Connected to the community
- Understands local strengths and weaknesses
- Does not need mental health experience

Assemble your local Stigma-Free task force

Government and business

- Mayor
- Local business owners
- Superintendent of Schools
- Chief of Police
- Board of Health, Education

Community service groups

- Faith communities
- Rotary/Lions clubs
- VFW/American Legions
- Libraries
- Senior Citizen Centers

Mental health resources and healthcare providers

- Care Plus
- Vantage
- Bergen Regional

Youth

- Student clubs
- Boys/Girls Scouts
- Youth task force

PROUD TO BE



County of Bergen
James J. Tedesco III
County Executive
and the
Board of Chosen
Freeholders

IV. Promotional Materials

FLYER

PROUD TO BE

4
adults experience a
diagnosable mental
illness every year

There is
no health
without mental health

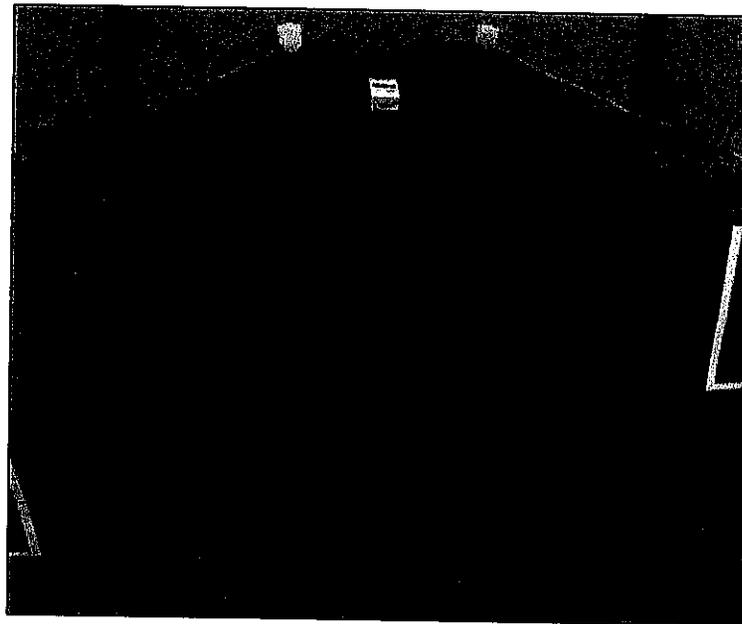
WHAT IS STIGMA?
ELIMINATE STIGMA
RECOVERY BEGINS

The County of Bergen
Department of Health Services

201-262-
HELP
(4357)

County of Bergen
James J. Tedesco III,
County Executive
and the
Board of Chosen
Freeholders

T SHIRT



BROCHURE

PROUD TO BE

There is
no health



A COLLABORATIVE CAMPAIGN
AGAINST THE STIGMA OF MENTAL
ILLNESS IN BERGEN COUNTY



County of Bergen
James J. Tedesco III,
County Executive
and the
Board of Chosen
Freeholders

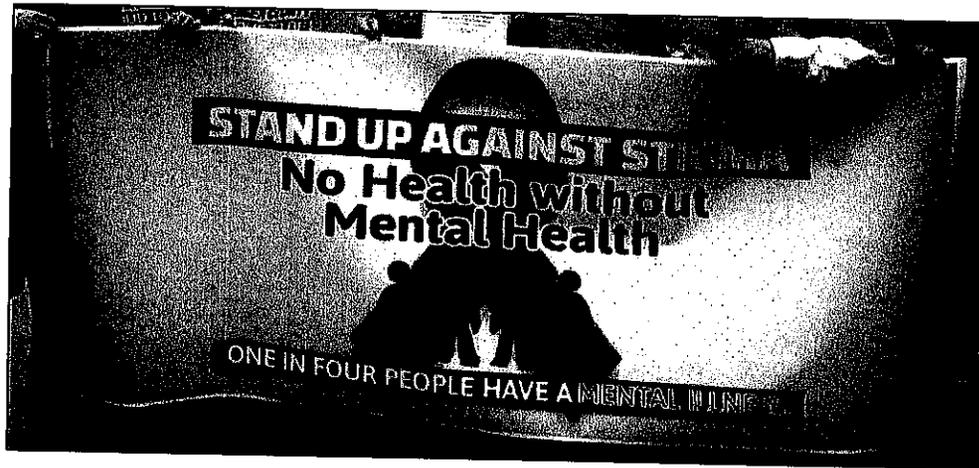
201-262-HELP

PROUD TO BE

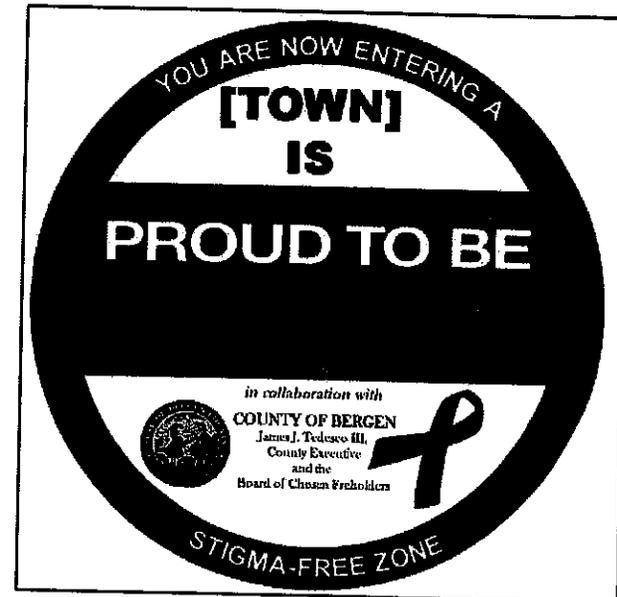


IV. Promotional Materials

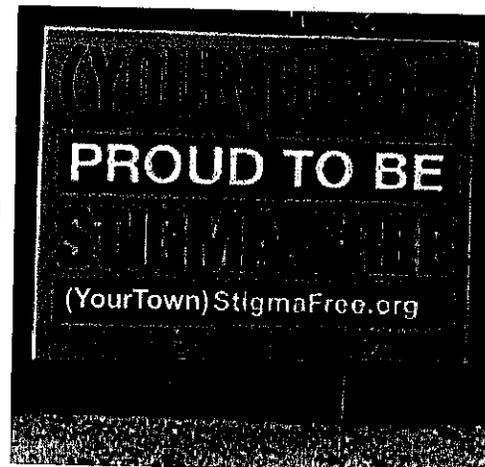
BANNER



WINDOW DECAL



LAWN SIGN





V. Stigma-Free Action Plan

Some ideas to bring your Stigma-Free Campaign to life

- *Mental Health First Aid Training* for all employees and residents
- Distribute promotional materials
- Develop a website
- Town-hall meeting; public forum
- Charity walk or concert
- Booth at town-wide events
- Middle school poster contest

Stigma-Free is a
Recognize your municipality's unique strengths and
encourage residents to take initiative in their community

PROUD TO BE



VI. Press Materials

Sample Press Release:

[TOWN] DECALRES MUNICIPALITY A STIGMA-FREE ZONE

One in four adults experiences a diagnosable mental illness every year and many of these individuals do not seek help because fear of shame or judgment from friends, family and co-workers. On [DATE] [TOWN] made the first steps towards eliminating the stigma associated with mental illness. The elimination of mental health stigma will allow residents to get the resources they need without judgment.

[TOWN] representatives passed a resolution designating the municipality a Stigma-Free Zone in order to create an environment in which residents will feel free to seek treatment for the disease of mental illness without the fear of being stigmatized. [TOWN] joins the County of Bergen in declaring a Stigma-Free Zone.

[TOWN] hopes to raise awareness of the disease of mental illness, provide an effective way to reduce the stigma associated with the disease and encourage those who are affected to seek services and feel supported. The establishment of this Stigma-Free Zone will raise awareness of local [TOWN] mental health resources so no one resident needs to feel hopeless or alone. The elimination of stigma will enable residents to ask for help when needed so recovery can begin, hope is inspired and tragedies are avoided.

[TOWN] urges anyone who would like more information on the Stigma-Free Campaign to contact _____ and to help us to eliminate stigma and promote wellness amongst all [TOWN] and Bergen County residents.

Sample Public Service Announcement:

PROUD TO BE

IN 4

**adults experience a
diagnosable mental
illness every year**

ELIMINATE STIGMA ...

RECOVERY BEGINS



Get Involved

- Encourage your local municipality to join the Stigma-Free campaign
- Advertise your local mental health resources to your community
- Join both county & local Stigma-Free task forces
 - Be a valuable resource for those interested becoming involved in Stigma-Free
 - Distribute information and promote awareness
 - Host a Stigma-Free event

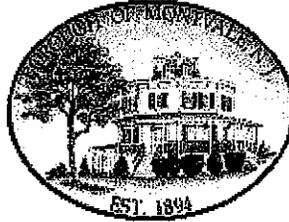


PROUD TO BE



Michele Hart-Loughlin
Project Coordinator

Department of Health Services
Division of Mental Health
One Bergen County Plaza
Hackensack NJ 07601
201-634-2750
www.BergenHealth.org/Mental



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 71-2015**

RE: Appointing A Municipal Housing Liaison/Lorraine Hutter

WHEREAS, The Borough of Montvale, County of Bergen, State of New Jersey was granted substantive certification of its Housing Element and Fair Share Plan by the Council on Affordable Housing (COAH) on December, 2004; and

WHEREAS, the Governing Body of The Borough of Montvale petitioned the Council on Affordable Housing (COAH) for substantive certification for the Third Round of its Housing Element and Fair Share Plan on December, 2008; and

WHEREAS, The Borough of Montvale Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1, et. seq.); and

WHEREAS, pursuant to N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq., The Borough of Montvale is required to appoint a Municipal Housing Liaison for the administration of Borough of Montvale 's affordable housing program to enforce the requirements of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq.; and

WHEREAS, The Borough of Montvale has repealed and replaced Chapter 2B entitled "Affordable Housing" Chapter 2B to provide for the appointment of a Municipal Housing Liaison to administer The Borough of Montvale's affordable housing program.

NOW THEREFORE BE IT RESOLVED, by the Governing Body of The Borough of Montvale in the County of Bergen, and the State of New Jersey that Lorraine Hutter municipal employee of the Borough of Montvale is hereby appointed by the Governing Body of Montvale as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Chapter 2B of Montvale Municipal Code.

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

Adopted: May 12, 2015

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Roger J. Fyfe
Mayor

Designation Form for Municipal Housing Officials

This form is for municipal employees only. More than one box may be checked. Complete one form per person

MUNICIPAL HOUSING LIAISON DESIGNATION

COAH requires each municipality to designate a municipal employee as its Municipal Housing Liaison.

Check here if the person listed below is the designated Municipal Housing Liaison.

RCA ADMINISTRATOR DESIGNATION

COAH requires each municipality receiving RCA funds to designate a municipal employee as its RCA Administrator.

Check here if the person listed below is the designated RCA Administrator.

MUNICIPAL MONITORING

COAH requires each municipality to designate a municipal employee to be **the primary person** assuming responsibility for providing monitoring information to COAH. Only the Municipal Housing Liaison may be the Primary person for Project/Program and Unit Monitoring and only the RCA Administrator in a receiving municipality may be the Primary person for RCA/Partnership monitoring. A **secondary person** may also be authorized to enter data into the CTM Monitoring System, but only one secondary person per title. Select the applicable function for the person below:

(Select Primary or Secondary. More than one monitoring function may be checked)

Primary Designation	Secondary Designation	Monitoring Function Designation
<input type="checkbox"/>	<input type="checkbox"/>	Affordable Housing Trust Fund
<input type="checkbox"/>	<input type="checkbox"/>	Project/Program and Unit
<input type="checkbox"/>	<input type="checkbox"/>	RCA/Partnership Receiving Muni

MUNICIPAL ADMINISTRATIVE AGENT DESIGNATION

Check here if the person listed below is a Municipal Employee who provides administrative services as an Administrative Agent for one or more affordable units in projects or programs in the municipality. Use the Administrative Agent Report Form to indicate the programs and/or projects administered by the Municipal Administrative Agent. If you contract with an outside agency to administer your affordable units, please complete Administrative Agent Report Form

Check here if the person listed below is a change in designee. * required information

* Name: R. Lorraine Hutter

* Title: Land Use Administrator

* Municipality: Borough of Montvale

* County: Bergen

* Address: 12 Mercedes Drive
Montvale, NJ 07645

* Phone #: (201) 391-5700 * FAX #: (201) 391-9317

* E-mail: lhutter@montvaleboro.org Cell #: _____

Signed: _____ Date: _____
Mayor/Manager

Please submit the information to:

Terry Kizer
Council on Affordable Housing
P. O. Box 813
Trenton, NJ 08625
Fax: 609-633-6056
E-mail: COAHadmin@DCA.State.NJ.US



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 72-2015**

RE: Authorize Execution of Agreement with The Enclave at Montvale Condominium Association, Inc. / Municipal Service Agreement

WHEREAS, the Condo Services Act provides for a phase in schedule for municipal reimbursement payment at the municipal cost for certain enumerated municipal services or the providing of such services by the municipality in lieu of such reimbursement; and

WHEREAS, an agreement has been negotiated between the Borough of Montvale and The Enclave at Montvale Condominium Association, Inc. to satisfy the obligation of the Borough as provided by the Condo Service Act, which agreement is attached and made part of this resolution; and

WHEREAS, this agreement shall remain in effect for a five year period to commence on January 1, 2015 and terminating on December 31, 2019; and

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Montvale hereby authorize the execution of the attached Agreement on behalf of the municipality by the appropriate municipal officials.

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

Adopted: May 12, 2015

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

BOROUGH OF MONTVALE



PRIVATE COMMUNITY MUNICIPAL SERVICES AGREEMENT

THIS PRIVATE COMMUNITY MUNICIPAL SERVICES AGREEMENT made this 15 day of April 2015, by and between the **BOROUGH OF MONTVALE**, with offices at 12 Mercedes Drive, Montvale, New Jersey 07645 (hereinafter the "Borough") and **THE ENCLAVE at MONTVALE CONDOMINIUM ASSOCIATION, INC.** (hereinafter the Association."), a homeowners association or other not-for-profit entity responsible for management of a qualified private community as defined in N.J.S.A. 40:67-23.2 et seq. (hereinafter the "Condo Services Act") with its manager having its offices c/o Integra Management Corp., 200 Valley Road, Suite 203, Mt. Arlington, New Jersey, 07856.

WITNESSETH:

WHEREAS, the Condo Services Act, *N.J.S.A. 40:67-23.2, et seq.*, provides for a phase-in schedule for municipal reimbursement payment at the municipal cost for certain enumerated municipal services or the providing of such services by a municipality in lieu of such reimbursement, and

WHEREAS, the municipal services covered by this Agreement consist solely of the following enumerated services (hereinafter the "Condo Services"):

- (1) Reimbursement for removal of snow, ice and other obstructions from the roads and streets; and

- (2) Reimbursement for lighting of the roads and streets, to the extent of payment for the electricity required, but not including the installation or maintenance of lamps, standards, wiring or other equipment; and
- (3) Collection, removal and disposal of leaves, recyclable materials and solid waste from the roads and streets.

WHEREAS, for the years 2015 through 2019, inclusive, the Borough and the Association have agreed upon provision for reimbursement to the Association by the Borough or, alternatively, the Borough providing services to the Association, all in full satisfaction of the Borough's obligations under the Condo Services Act;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration duly acknowledged, the parties hereto agree as follows:

1. Purpose and Interpretation. This Agreement is intended to implement the Condo Services Act as presently in force in the State of New Jersey, and shall be interpreted in a manner consistent with said current statutory enactment. In the event of any subsequent amendment to the Condo Services Act, this Agreement shall remain in full force and effect unless notice is given by the Borough of its intent to initiate modification of its provisions as a result of any such amendment.
2. Definitions. The following definitions shall apply in this Agreement:
 - A. *Reimbursable Costs* include and are expressly limited to "Reimbursable Removal Costs" and "Reimbursable Lighting Costs" as said terms are defined below, and as calculated, adjusted and limited in accordance with this Agreement.

- B. *Reimbursable Removal Costs* refers to the cost that would be incurred by the municipality in directly providing for the removal of snow, ice and other obstructions from the roads and streets located on the Association's property in similar manner as said service is provided to single family residences through the Borough's various departments including the Department of Public Works, excluding all costs attributable to clearing sidewalks, parking lots and all other areas of the Association's property other than roads and streets. It is specifically provided that said service shall not include the repair, re-paving, replacement or maintenance of any road or street located on Association property.
- C. *Reimbursable Lighting Costs* refers to the cost that would be incurred by the municipality in directly providing for the lighting of roads and streets located on the Association's property in the same fashion as those services are provided on the public roads and streets to the extent of payment for the electricity required, but not including the installation or maintenance of lamps, standards, wiring or other equipment.
3. Borough Option to Provide Services. Anything to the contrary notwithstanding, the Borough reserves the right to provide to the Association any category of Condo Services in lieu of paying Reimbursable Costs to the Association for such service or services. If the Borough elects to provide any service to the Association, or to terminate any such service after it has been provided, the Association shall be given thirty (30) days advance written notice

thereof by the Borough. The Borough shall not be obligated to pay Reimbursable Costs to the Association for any expense incurred by the Association for any service while the same service is being provided by the Borough. If the Borough elects to provide any service, the Association shall pay the cost of any insurance riders required by the Borough to enable the Borough's vehicles to operate on the Association's private road and streets in accordance with *N.J.S.A. 40:67-23.4*.

4. Commencement Date. This Agreement shall be deemed to have commenced and become effective as of January 1, 2015, and this Agreement shall remain in effect for an initial period of five (5) years, terminating on December 31, 2019, unless notice is sent by the Borough as provided in Paragraph 1.

5. Reimbursed Condo Services.

A. Lighting of roads and streets. The Borough shall pay to the Association 100% of the Reimbursable Lighting Costs as defined above. It is agreed that said cost is the sum of **\$1,976.00** per year. It being provided, however, that the Borough may elect to have said costs billed directly to it by the providing utility. In such event, the Association shall only be entitled to reimbursement to the date such direct billing commences. The Association shall cooperate fully to the extent necessary to implement such direct billing.

B. Removal of snow, ice and other obstructions. The Borough shall pay to the Association 100% of the Reimbursable Removal Costs as defined above. It is agreed that said cost is the sum of **\$660.00** per year.

6. Borough Provided Condo Services. As of the commencement date hereof, the Borough shall provide the following Condo Services to the Association:
 - A. Collection, removal and disposal of leaves, recyclable materials and solid waste along the roads and streets. The Borough shall be responsible for the collection, removal and disposal of leaves, recyclable materials and solid waste from the Association's roads and streets in similar manner as said service is provided to single family residences through the Borough's various departments including the Department of Public Works.
7. Reimbursement Undertaking. Subject to compliance by the Association with all substantive provisions and procedural requirements of this Agreement, the Borough hereby agrees to provide annual reimbursement to the Association for the Association's total Reimbursable Costs.
8. Reimbursement Procedure. Requests by the Association for the payment of reimbursement under this Agreement shall be processed pursuant to the following procedure:
 - A. The Association shall submit a signed voucher to the Borough with each request for payment, using voucher forms to be provided by the Borough.
 - B. Vouchers shall be submitted on an annual basis for which reimbursement is requested upon incurring expenses up to **\$1,976.00** for site lighting, and **\$660.00** for snow, ice and obstruction removal, but no later than February 15 of the following year. Each voucher shall

contain a separate line item entry for each category and subcategory of Reimbursable Costs for which reimbursement is requested. With respect to all Reimbursable Costs, each voucher shall be accompanied by copies of invoices, payment receipts and other appropriate documentation which demonstrates to the satisfaction of the Borough that all costs constitute Reimbursable Costs and that the Association incurred all costs during the applicable reimbursement period. Vouchers conforming to the aforementioned procedures will be paid within sixty (60) days. Vouchers shall not be processed for payment by the Borough if they do not conform with these requirements. In that event, the Association will be given notice and the opportunity to provide additional requested documentation and/or otherwise cure any nonconformity with these submission requirements.

- C. The Borough will review the Association's documentation and determine whether the requested reimbursement is consistent with and authorized by this Agreement. The Borough will provide the Association with written notice of any intention to disallow any excess amount or unauthorized portion of the reimbursement request.
 - D. Following formal approval of a reimbursement request, payment to the Association shall be made in accordance with routine Borough procedures for the payment of vouchers.
9. Notice. Any notice shall be conclusively deemed to have been received by the addressee and to be effective on the date on which personally delivered to the

addressee for each such party set forth on Page 1 of this Agreement or, if sent by certified mail, return receipt requested, on the third business day after the day on which mailed to said addressee.

10. Concerning Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements, by or on behalf of any party hereto which are contained in this Agreement, shall bind its successors and assigns and inure to the benefit of its successors and assigns.
11. Modifications in Writing. Modifications or the waiver of any provisions of this Agreement shall in no event be effective unless the same shall be in writing and signed by the parties hereto, and then such modification or waiver shall be effective only in the specific instance and for the specific purpose for which given.
12. Failure to Exercise Rights. Neither any failure nor any delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege.
13. Assignment. There shall be no assignment of this Agreement by any party hereto.
14. Section Headings. The section headings contained herein are the reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

15. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
16. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.
17. Reservation. Except as otherwise expressly set forth in this Agreement, and subject to the provisions of this Agreement being in accordance with the Condo Services Act, the Borough reserves all of its rights and powers under the Condo Services Act and other laws as a municipality of the State of New Jersey, and the Association reserves all of its rights and powers under the Condo Services Act.
18. Entire Agreement. This Agreement and its provisions constitutes the entire understanding and agreement of the parties regarding all matters covered by the Condo Services Act, and any prior discussions, representations, understandings and agreements are hereby superseded by this Agreement. The parties agree to be bound hereby and acknowledge that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

WITNESS/ATTEST:

By: Eileen Walsh
Eileen Walsh
Administrative Assistant

BOROUGH OF MONTVALE

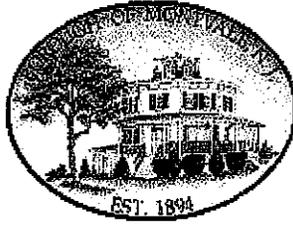
By: Maureen Iarossi-Alwan
Maureen Iarossi-Alwan
Borough Administrator

WITNESS/ATTEST:

By: [Signature]

**THE ENCLAVE AT MONTVALE
CONDOMINIUM ASSOCIATION,
INC.**

By: [Signature]
Board President



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 73-2015**

RE: Authorize Execution of Agreement with Charlestowne Court Homeowners Association/ Municipal Service Agreement

WHEREAS, the Condo Services Act provides for a phase in schedule for municipal reimbursement payment at the municipal cost for certain enumerated municipal services or the providing of such services by the municipality in lieu of such reimbursement; and

WHEREAS, an agreement has been negotiated between the Borough of Montvale and The Enclave at Montvale Condominium Association, Inc. to satisfy the obligation of the Borough as provided by the Condo Service Act, which agreement is attached and made part of this resolution; and

WHEREAS, this agreement shall remain in effect for a five year period to commence on January 1, 2015 and terminating on December 31, 2019; and

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Montvale hereby authorize the execution of the attached Agreement on behalf of the municipality by the appropriate municipal officials.

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

Adopted: May 12, 2015

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

BOROUGH OF MONTVALE



PRIVATE COMMUNITY MUNICIPAL SERVICES AGREEMENT

THIS PRIVATE COMMUNITY MUNICIPAL SERVICES AGREEMENT made this 1st day of January 2015, by and between the BOROUGH OF MONTVALE, with offices at 12 Mercedes Drive, Montvale, New Jersey, 07645 (hereinafter the "Borough") and CHARLESTOWNE COURT HOMEOWNERS ASSOCIATION (hereinafter the "Association"), a homeowners association or other not-for-profit entity responsible for management of a qualified private community as defined in N.J.S.A. 40:67-23.2 et seq. (hereinafter the "Condo Services Act"), with its manager Louis Baldanza having an address of 6 Lexington Lane, Montvale, New Jersey 07645.

WITNESSETH:

WHEREAS, the Condo Services Act, *N.J.S.A. 40:67-23.2, et seq.*, provides for a phase-in schedule for municipal reimbursement payment at the municipal cost for certain enumerated municipal services or the providing of such services by a municipality in lieu of such reimbursement, and

WHEREAS, the municipal services covered by this Agreement consist solely of the following enumerated services (hereinafter the "Condo Services"):

- (1) Reimbursement for removal of snow, ice and other obstructions from the roads and streets; and

- B. *Reimbursable Removal Costs* refers to the cost that would be incurred by the municipality in directly providing for the removal of snow, ice and other obstructions from the roads and streets located on the Association's property in similar manner as said service is provided to single family residences through the Borough's various departments including the Department of Public Works, excluding all costs attributable to clearing sidewalks, parking lots and all other areas of the Association's property other than roads and streets. It is specifically provided that said service shall not include the repair, re-paving, replacement or maintenance of any road or street located on Association property.
- C. *Reimbursable Lighting Costs* refers to the cost that would be incurred by the municipality in directly providing for the lighting of roads and streets located on the Association's property in the same fashion as those services are provided on the public roads and streets to the extent of payment for the electricity required, but not including the installation or maintenance of lamps, standards, wiring or other equipment.
3. Borough Option to Provide Services. Anything to the contrary notwithstanding, the Borough reserves the right to provide to the Association any category of services in lieu of paying Reimbursement Costs to the Association for such service or services. If the Borough elects to provide any service to the Association, or to terminate any such service after it has been provided, the Association shall be given thirty (30) days advance written notice

6. Borough Provided Condo Services. As of the commencement date hereof, the Borough shall provide the following Condo Services to the Association:
 - A. Collection, removal and disposal of leaves, recyclable materials and solid waste along the roads and streets. The Borough shall be responsible for the collection, removal and disposal of leaves, recyclable materials and solid waste from the Association's roads and streets in similar manner as said service is provided to single family residences through the Borough's various departments including the Department of Public Works.
7. Reimbursement Undertaking. Subject to compliance by the Association with all substantive provisions and procedural requirements of this Agreement, the Borough hereby agrees to provide annual reimbursement to the Association for the Association's total Reimbursable Costs.
8. Reimbursement Procedure. Requests by the Association for the payment of reimbursement under this Agreement shall be processed pursuant to the following procedure:
 - A. The Association shall submit a signed voucher to the Borough with each request for payment, using voucher forms to be provided by the Borough.
 - B. Vouchers shall be submitted on an annual basis for which reimbursement is requested upon incurring expenses up to **\$660.00** for snow, ice and obstruction removal and **\$608.00** for site lighting, but no later than February 15 of the following year. Each voucher shall

addressee for each such party set forth on Page 1 of this Agreement or, if sent by certified mail, return receipt requested, on the third business day after the day on which mailed to said addressee.

10. Concerning Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements, by or on behalf of any party hereto which are contained in this Agreement, shall bind its successors and assigns and inure to the benefit of its successors and assigns.
11. Modifications in Writing. Modifications or the waiver of any provisions of this Agreement shall in no event be effective unless the same shall be in writing and signed by the parties hereto, and then such modification or waiver shall be effective only in the specific instance and for the specific purpose for which given.
12. Failure to Exercise Rights. Neither any failure nor any delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege.
13. Assignment. There shall be no assignment of this Agreement by any party hereto.
14. Captions. The section headings contained herein are the reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on
the day and year first above written.

WITNESS/ATTEST:

By: Eileen Walsh
Eileen Walsh
Administrative Assistant

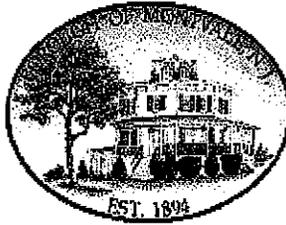
BOROUGH OF MONTVALE

By: Maureen Iafossi-Alwan
Maureen Iafossi-Alwan
Administrator/Municipal Clerk

WITNESS/ATTEST:

**CHARLESTOWNE COURT
HOMEOWNERS ASSOCIATION**

By: Louis K Baldanza By: Louis C Baldanza
Louis Baldanza, Manager



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 74-2015**

RE: A Resolution Authorizing the Settlement of a Claim by Rockland Built Homes Concerning Reimbursement for Professional Fees Incurred in Connection With the Development of Affordable Housing on Certain Real Property Located at Block 1601 Lot 21

WHEREAS, as part of a prior development, Rockland Built Homes, Inc. developed plans and secured certain approvals for an affordable housing development located at Block 1601, Lot 21 in the Borough of Montvale (the "Property"); and

WHEREAS, during the course of this development, the Borough of Montvale requested that Rockland Built Homes cease its work on the development of affordable housing on the Property; and

WHEREAS, as a result of such direction from the Borough, Rockland Built Homes submitted a claim to the Borough for reimbursement of the cost of certain professional fees related to the affordable housing development; and

WHEREAS, in or around 2011, the Borough of Montvale issued a series of Requests for Proposals related to the development of affordable housing on the Property; and

WHEREAS, as a result of this RFP process, the Borough selected Regan Development to develop affordable housing on the Property for the benefit of the public and as part of the Borough's satisfaction of its obligations under the Fair Housing Act; and

WHEREAS, a part of the purchase price paid by Regan Development was designated for and set aside for the reimbursement of professional fees incurred by Rockland Built Homes; and

WHEREAS, Regan Development proceeded to construct such affordable housing in a project known as Montvale Commons; and

WHEREAS, Rockland Built Homes has continued to assert its claim for reimbursement of certain professional fees related to their initial work on the development of said project; and

WHEREAS, representatives of the Borough have engaged in discussions with representatives for Rockland Built Homes in an attempt to reach an amicable resolution of this dispute; and

WHEREAS, Rockland Built Homes has refrained from filing litigation concerning this claim as a result of such negotiations; and

WHEREAS, the Borough and Rockland Built Homes are desirous of settling this matter on terms acceptable to both parties and subject to the exchange of mutual releases.

NOW, THEREFORE, BE IT RESOLVED that settlement of the dispute between the Borough of Montvale and Rockland Built Homes is hereby authorized for the sum of \$75,000.00 payable from the Borough to Rockland Built Homes and subject to the exchange of mutual releases concerning the subject matter of this claim.

BE IT FURTHER RESOLVED that the Mayor, Borough Clerk and all other appropriate officials are authorized to take all necessary and appropriate actions to effectuate the purposes of this Resolution.

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

Adopted: May 12, 2015

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 75-2015**

RE: SPECIAL ITEM OF REVENUE AND APPROPRIATION - CHAPTER 159

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item appropriation for an equal amount, and

WHEREAS, the Borough of Montvale has been awarded \$110,406.95 from the County of Bergen and wishes to amend its 2015 budget to include this amount as a revenue;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Montvale hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2015 in the sum of \$110,406.95 which is now available as a revenue from:

Miscellaneous Revenues:

Special Items of General Revenue Anticipated with
Prior Written Consent of the Director of Local Government
Services:

Public and Private Revenues Off-Set with Appropriations:

County of Bergen – Department of Public Works:

ADA Curb Ramp Improvements - Construction, and

BE IT FURTHER RESOLVED that a like sum of \$110,406.95 be and hereby appropriated under the caption of:

General Appropriations

(a) Operations Excluded from "CAPS"

Public and Private Programs Off-Set by Revenues:

County of Bergen – Department of Public Works:

ADA Curb Ramp Improvements - Construction

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

Adopted: May 12, 2015

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Roger J. Fyfe
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 76-2015**

A Resolution Authorizing the Receipt of Bids for Solid Waste and Recyclable Materials Collection and Disposal Services

WHEREAS, the Borough of Montvale's current contract for Solid Waste and Recyclable Materials Collection and Disposal Services with Waste Management expires on August 31, 2015; and

WHEREAS, the Borough of Montvale has a need to obtain the services of an appropriately-licensed contractor to provide Solid Waste and Recyclable Materials Collection and Disposal Services in the Borough of Montvale upon the expiration of the current contract; and

WHEREAS, the Borough is therefore desirous of formally soliciting bids for this work in accordance with the procedures set forth in the *Local Public Contracts Law*.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that the Borough Clerk is hereby authorized to receive bids for the above-referenced project in accordance with the *Local Public Contracts Law* and pursuant to the revised bid documents prepared by the Borough Engineer and Borough Attorney.

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

Adopted: May 12, 2015

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Roger J. Fyfe
Mayor

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	\$2,486,270.57	Bill List Wire 5/12/15
	<u>198,118.87</u>	Wires/Manual Checks
Current TOTAL	2,684,389.44	
Escrow - Trust	20,253.50	Bill List Wire 5/12/15
Housing Trust	2,496.00	Bill List Wire 5/12/15
Dog Trust	15.00	Bill List Wire 5/12/15
Engineering Trust	240.00	Bill List Wire 5/12/15
Reserve for TTL	32,053.36	Bill List Wire 5/12/15

This resolution was adopted by the Mayor and Council of Montvale at a meeting held on 5/12/15

Introduced by: _____

Approved: 5/12/15

Seconded by: _____

Roger Fyfe, Mayor

ATTEST:

Maureen Iarossi-Alwan, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
May 12, 2015

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Transaction/Vendor</u>	<u>Amount</u>
WIRE		4/28/15	Payroll Account	124,141.66
WIRE		4/28/15	Salary Account	73,551.39
WIRE		4/28/15	FSA Account	<u>425.82</u>
	Total			<u>198,118.87</u>

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Exc1
00215 TOWNSHIP OF RIVER VALE												
	15-00107	01/20/15	PASCACK VALLEY DPW SERVICES		B							
	6		PASCACK VALLEY DPW / MAY	123,192.00	5-01-37-850-029	B OTHER CONTRACTUAL - PASCACK VALLEY DPW	R	04/07/15	05/06/15		MAY 2015	N
Vendor Total:				123,192.00								
00258 ROCKLAND ELECTRIC												
	15-00530	05/05/15	ROCKLAND ELECTRIC CHARGES/APR.									
	1	2310843006	ALAYNA HOMEOWN.ASSO	42.01	5-01-38-854-029	B OTHER CONTRACTUAL ITEMS	R	05/05/15	05/06/15		APR.	N
	2	0357844001	SUMMIT OTHR UNMTR	101.59	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	3	0052060009	30 CHESTNUT RDG TFL	31.04	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	4	9534844006	SPRING VALLEY RD	45.26	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	5	1619931002	VALLEY VIEW SEWER	744.18	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	6	5208845000	159 CHESTNUT RDG RD	77.74	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	7	5229845000	CHETNUT RDG BALL FD	80.68	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	8	5985845006	CHESTNUT RDG RD	48.42	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	9	5103845008	CHESTNUT TRAF/SUMT	150.67	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	10	4725845003	SUMMIT OTHR FIRE SR	12.33	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	11	9683932013	GRAND AVE TFT 57400	40.23	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	12	9704932006	W GRAND OTHR MTLBX	40.33	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	13	9263932000	GRAND TFLT 2	40.33	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	14	0653933003	GRAND OTHR MTLBX	18.59	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	15	0611933003	MEMORIAL DPW	758.91	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	16	0590933001	35 W GRAND FIRE	499.20	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	17	0563019009	GRAND SOPK 67/62	47.06	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	18	0157026009	1 MEMORIAL LT FIELD	23.99	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	19	0195092007	GRAND SOPK 87/97	34.11	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	20	0128933004	KINDERKAMACK RD	187.54	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	21	0787127002	GRAND SOPK 75/77	32.42	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	22	0897137012	3 MEMORIAL LT FIELD	21.36	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	23	1451933002	1 MEMORIAL SHED 2	16.67	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	24	0716933005	MEMORIAL TENNIS CRT	35.00	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	25	0758933005	1 MEMORIAL SHED 1	12.31	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	26	1908079006	MEMORIAL GATE TRFC	12.02	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	27	2413158015	13 W GRAND FIRE SGN	10.52	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	28	1472933002	GRAND AVE TFLT 1	55.67	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	29	9767932024	CHESTNUT RDG TFLT	43.31	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N
	30	9494934001	S.MIDDLT.SEWER LFT	527.66	5-01-31-825-071	B ELECTRICITY	R	05/05/15	05/06/15		APR.	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00258 ROCKLAND ELECTRIC Continued														
15-00530	05/05/15	ROCKLAND ELECTRIC CHARGES/APR.	Continued											
31	0027002008	42 W GRAND FIRE SGN		10.52	5-01-31-825-071		B ELECTRICITY		R	05/05/15	05/06/15		APR.	N
32	0674933003	MEMORIAL DR SR CTR		687.17	5-01-31-825-086		B ELECTRICITY - 1 MEMORIAL		R	05/05/15	05/06/15		APR.	N
33	955848004	BORO STREET LITES		6,892.18	5-01-31-826-075		B STREET LIGHTING		R	05/05/15	05/06/15		APR.	N
34	8822932014	12 MERCEDES DR		9,447.41	5-01-31-825-078		B ELECTRICITY - 12 MERCEDES		R	05/05/15	05/06/15		APR.	N
				20,828.43										
Vendor Total:				20,828.43										
00320 NEW JERSEY ELEVATOR INSPECTION														
15-00385	04/02/15	ELEVATOR INSPECTION SVS 2015			B									
2		ELEVATOR INSPECTION SVS 2015		7,878.00	5-01-22-729-029		B OTHER CONTRACTUAL		R	04/02/15	05/06/15		261	N
Vendor Total:				7,878.00										
00329 NJ STATE DEPT. OF HEALTH														
15-00523	05/04/15	DOG LIC. FEE												
1		DOG LIC. FEE		15.00	T-12-56-286-001		B RESERVE FOR DOG LICENSE		R	05/04/15	05/06/15		APRIL 2015	N
Vendor Total:				15.00										
00367 AERUS ELECTROLUX - 10277														
15-00379	04/01/15	HEPA FILTER ALCOTEST												
1		HEPA FILTER ALCOTEST		136.47	5-01-55-271-033		B DDEF - OTHER EXPENSES		R	04/01/15	05/06/15		1201	N
Vendor Total:				136.47										
00380 ULINE.COM														
15-00375	04/01/15	ULINE MATS FOR BORO HALL												
1		FRONT ENTRY WAY		420.00	5-01-20-701-057		B FURNITURE & FURNISHINGS		R	04/01/15	05/06/15		66093329	N
2		FRONT ENTRY MAT		130.00	5-01-20-701-058		B OTHER EQUIPMENT & SUPPLIES		R	04/01/15	05/06/15		66093329	N
3		ENTRY MAT		10.00	5-01-20-701-057		B FURNITURE & FURNISHINGS		R	04/01/15	05/06/15		66093329	N
4		SHIPPING CHARGES		32.03	5-01-20-701-057		B FURNITURE & FURNISHINGS		R	04/01/15	05/06/15		66093329	N
				592.03										
Vendor Total:				592.03										

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Exc1
00402 MUNICIPAL CAPITAL CORPORATION														
	15-00047	01/09/15	2015 PD COPY MACHINE LEASE		B									
	5		2015 POLICE DEPARTMENT	169.00		5-01-25-745-061		B LEASED EQUIPMENT	R	01/09/15	05/06/15		4975070415	N
	Vendor Total:			169.00										
00448 V. E. RALPH & SON, INC.														
	15-00406	04/08/15	PD MEDICAL SUPPLIES											
	1		PD MEDICAL SUPPLIES	233.90		5-01-25-745-094		B MEDICAL SUPPLIES	R	04/08/15	05/06/15		297995	N
	Vendor Total:			233.90										
00554 BERGEN MUN. EMP. BENEF. FUND														
	15-00513	04/30/15	HEALTH BENEFITS -MAY											
	1		MEDICAL BENEFITS -MAY	62,483.00		5-01-23-733-096		B OTHER CONTRACTUAL - BMED	R	04/30/15	05/06/15		MAY 2015	N
	2		DENTAL BENEFITS -MAY	3,319.00		5-01-23-733-095		B DENTAL	R	04/30/15	05/06/15		MAY 2015	N
	3		PRESCRIPTION BENEFITS -MAY	18,185.00		5-01-23-733-097		B PRESCRIPTION	R	04/30/15	05/06/15		MAY 2015	N
				83,987.00										
	Vendor Total:			83,987.00										
00659 MOORE MEDICAL LLC														
	15-00393	04/07/15	medical supplies for Emerg.bag											
	1		medical supplies for Emerg.bag	57.94		5-01-27-785-053		B SR CTR EQUIP/SUPPLIES	R	04/07/15	05/06/15		98619710I	N
	Vendor Total:			57.94										
00699 ATLANTIC TOMORROWS OFFICE														
	15-00270	03/02/15	COPY MACHINE MAINTENANCE 2015		B									
	2		COPY MACHINE MAINTENANCE 2015	435.39		5-01-20-701-062		B OFFICE EQUIP - MAINT/REPAIR	R	03/02/15	05/06/15		CNIN455460	N
	15-00315	03/13/15	BLDG DEPT TONERS											
	1		TONERS FOR COPIER BLDG DEPT	730.00		5-01-22-725-059		B COMPUTER EQUIPMENT & SUPPL	R	03/13/15	05/06/15		ARIN282718	N
	Vendor Total:			1,165.39										

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00705 APPROVED SURGICAL SUPPLIES INC												
	15-00303	03/11/15	PD OXYGEN REFILL/MAINT									
			1 PD OXYGEN REFILL/MAINT	70.00	5-01-25-745-102	B OXYGEN TANK/FIRE EXT - M & R	R	03/11/15	05/06/15		35916+35983+361	N
			Vendor Total:	70.00								
00730 BOGGIA & BOGGIA, ESQS												
	15-00189	02/10/15	LEGAL FEES 2015			B						
			48 GENERAL MATTERS THRU.3/31/2015	1,388.03	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24336	N
			49 VALLEY VIEW CONDO ASSOC.	42.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24338	N
			50 CONSTRUCTION OF FIREHOUSE	322.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24339	N
			51 MONTVALE DPW FEDERAL ACTION	1,806.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24340	N
			52 37 EAGLE RIDGE ROAD	875.98	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24341	N
			53 FEDERAL AID PROJECT	630.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24342	N
			54 APPEAL OF POLICE PROMOTION	868.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24344	N
			55 BPU PETITION BY UNITED WATER	392.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24346	N
			56 SOLID WASTE BIDS SPECULATION	266.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24347	N
			57 HOVNANIAN (COAH)	28.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24348	N
			58 BERGEN COUNTY TAX APPEALS	2,128.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24349	N
			59 14 PHILIPS PARKWAY TAX APPEAL	14.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24350	N
			60 SUMMIT PLAZA INC. TAX APPEAL	294.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24351	N
			61 H.E. NORTHGATE TAX APPEAL	281.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24352	N
			62 JEFLEER COMPANY TAX APPEAL	56.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24353	N
			63 KOSKINEN TAX APPEAL	14.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24354	N
			64 BANK OF AMERICA TAX APPEAL	70.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24355	N
			65 COREY HIRSCH TAX APPEAL	154.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24356	N
			66 AVIV EFRAT TAX APPEAL	404.20	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24357	N
			67 ALEXANDER SUMMER LLC TX APPEAL	112.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24358	N
			68 ARE 100 PHILIPS TAX APPEAL	569.20	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24359	N
			69 LOUIS HENDI TAX APPEAL	154.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24360	N
			70 CBRE TAX APPEAL	652.95	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24361	N
			71 ROCKLAND ELECTRIC TAX APPEAL	4.80	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24362	N
			72 DS MONTVALE TAX APPEAL	308.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24363	N
			73 MACK-CALI PROPERTIES TX APPEAL	7.40	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24364	N
			74 FEROLIE REALTY TAX APPEAL	256.20	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24365	N
			75 BENJAMIN MOOR TAX APPEAL	760.80	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24366	N
			76 KPMG TAX APPEAL	546.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24367	N
			77 PRIM MONTVALE LLC TAX APPEAL	868.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24368	N

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Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl
00730 BOGGIA & BOGGIA, ESQS	Continued								
15-00189 02/10/15 LEGAL FEES 2015	Continued								
78 TCAM TAX APPEAL	182.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24369	N
79 REALTY ASSOC.IOWA TAX APPEAL	280.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24370	N
80 MACK PROPERTIES CO.TAX APPEAL	210.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24371	N
81 KSL TAX APPEAL	1,333.85	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24372	N
82 MONTVALE PLAZA ASSOC.TX APPEAL	56.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24373	N
83 A&P TAX APPEAL	14.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24374	N
84 WESTERN UNION TAX APPEAL	285.40	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24375	N
85 20 CRAIG ROAD TAX APPEAL	224.00	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		24376	N
86 GECMC 2005 TAX APPEAL	529.70	5-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15			N
	17,387.51								
15-00451 04/17/15 2015 AFFORDABLE HOUSING LITIGA									
1 2015 AFFORDABLE HOUSING	1,372.00	T-03-56-286-006	B TRUST - RESERVE FOR HOUSING	R	04/17/15	05/06/15		24343	N
2 COAH	644.00	T-03-56-286-006	B TRUST - RESERVE FOR HOUSING	R	04/17/15	05/06/15		24337	N
	2,016.00								
Vendor Total:	19,403.51								
00731 MASER CONSULTING P.A.	Continued								
15-00177 02/05/15 ENGINEER RETAINER 2015			B						
3 ENGINEER RETAINER 2015	450.00	5-01-20-715-028	B OTHER PROF/CONSULTANT SERVICES	R	02/05/15	05/06/15		274440	N
15-00414 04/10/15 KOPPLEMAN/KAUFMAN ADDITIONS									
1 KOPPLEMAN 1201/7	240.00	T-03-56-286-006	B TRUST - RESERVE FOR HOUSING	R	04/10/15	05/06/15		272262	N
2 KAUFMAN 2201/22	240.00	T-03-56-286-006	B TRUST - RESERVE FOR HOUSING	R	04/10/15	05/06/15		272264	N
	480.00								
15-00417 04/13/15 ESCROW PAYMENTS									
1 AGRANOVICH 1201/1	280.00	E-08-00-207-17A	B AGRANOVICH, DAVID & ELENA (1202/1)	R	04/13/15	05/06/15		273633	N
2 IMA 2001/3	140.00	E-08-00-214-03A	B IMA (INST MGMT ACCTS) (2001/3)	R	04/13/15	05/06/15		273632	N
3 AMAZING GRACE 2408/3	50.00	E-08-00-212-08A	B AMAZING GRACE PARTNERS LLC (2408/3)	R	04/13/15	05/06/15		273627	N
4 WOODLAND HGHTS (BEAR BAN)	7,143.75	E-08-00-207-23A	B WOODLAND HGHTS 1301/24+-2204/39&40	R	04/13/15	05/06/15		273620	N
5 ENCLAVE @ MONTVALE 2601/32.01	357.50	E-08-00-208-14A	B ENCLAVE AT MONTVALE 2601/32.01	R	04/13/15	05/06/15		273619	N
6 FOUR SEASONS - RINK	320.00	E-08-00-204-09A	B HOUVNANIAN 3301&3102/3&4	R	04/13/15	05/06/15		273617	N

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00731 MASER CONSULTING P.A.													
Continued													
15-00417	04/13/15	ESCROW PAYMENTS			Continued								
7	ROCKLAND ELECT.SUBDV.1102/2.02	1,686.25	E-08-00-208-37A	B ROCKLAND ELECTRIC 1102/2.02	R	04/13/15	05/06/15		273625			N	
		9,977.50											
15-00421	04/13/15	WETZEL											
1	WETZEL 2101/15	240.00	T-03-56-286-008	B TRUST - RESERVE FOR ENGINEER	R	04/13/15	05/06/15		267969			N	
15-00467	04/20/15	ESCROW PAYMENT AGRANOVICH											
1	AGRANOVICH 1202/1	200.00	E-08-00-207-17A	B AGRANOVICH, DAVID & ELENA (1202/1)	R	04/20/15	05/06/15		267997			N	
15-00469	04/21/15	ESCROW PAYMENTS											
1	CHESTNUT RDG SHOPP.CTR. 3101/1	910.00	E-08-00-214-08A	B CHESTNUT RIDGE SHOP CTR-URSTADT(3101/1)	R	04/21/15	05/06/15		275240			N	
2	20 CRAIG RD AMEND.PLAN 1902/11	105.00	E-08-00-215-03A	B 20 Craig Rd Owner, LLC (1902/11)	R	04/21/15	05/06/15		275244			N	
3	PSYCHOGENICS,INC.3103/2	70.00	E-08-00-215-02A	B PsychoGenics Inc. (3103/2)	R	04/21/15	05/06/15		275246			N	
4	BANK OF AMERICA 2904/4	105.00	E-08-00-211-13A	B Bank of America 2904/4	R	04/21/15	05/06/15		275252			N	
5	ARV MONTVALE 1902/5	105.00	E-08-00-207-02A	B ARV Montvale at Grand - 1902/5	R	04/21/15	05/06/15		275255			N	
		1,295.00											
15-00520	05/01/15	ESCROW PAYMENT											
1	PUCIARELLI 1301/17	140.00	E-08-00-213-04A	B Anthony Pucciarelli (1301/17)	R	05/01/15	05/06/15		273628			N	
Vendor Total:				12,782.50									
00759 FIRE & OAK RESTAURANT													
15-00458	04/20/15	LUNCH MEETING MAYOR SLOAN KETT											
1	LUNCH MEETING MAYOR FYFE	261.06	5-01-20-703-041	B MEAL REIMBURSEMENT	R	04/20/15	05/06/15		70607			N	
Vendor Total:				261.06									
00797 CHARLESTOWN COURT													
14-01380	12/17/14	SNOW REMOV.&STR.LTS MAXIMUM 14											
1	SNOW REMOVAL MAXIMUM 2014	660.00	4-01-38-854-029	B OTHER CONTRACTUAL ITEMS	R	12/17/14	05/06/15		2014 MAXIMUM			N	
2	STREET LIGHTING MAXIMUM 2014	608.00	4-01-38-854-029	B OTHER CONTRACTUAL ITEMS	R	12/17/14	05/06/15		2014 MAXIMUM			N	
		1,268.00											
Vendor Total:				1,268.00									

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
01409 NARITA MARAJ, LLC.													
	15-00190	02/10/15	RECORDS MANAGEMENT SVS. 2015			B							
			7 RECORDS MANAGEMENT SVS. 2015	540.00	5-01-20-701-028		B OTHER PROF/CONSULTANT SERVICES	R	02/10/15	05/06/15		MTV-2015-008	N
	Vendor Total:			540.00									
01411 JOHN O'DWYER													
	15-00459	04/20/15	Alternate Judge 4-22-15										
			1	96.00	5-01-42-855-028		B OTHER PROF/CONSULTANT SERVICES	R	04/20/15	05/06/15		4/22/15	N
			2 alternate judge 4-22-15	104.00	5-01-41-250-028		B OTHER PROFESSIONAL/CONSULTING SERVICES	R	04/20/15	05/06/15		4/22/15	N
				200.00									
	Vendor Total:			200.00									
01442 FRANCIS A. UZZI, ATTY TRUST ACCT													
	15-00525	05/05/15	REFUND TAX OVERPAYMENT										
			1 REFUND TAX OVERPAYMENT	1,232.46	5-01-55-205-000		B TAX OVERPAYMENTS - CURRENT YEAR	R	05/05/15	05/06/15		TAX OVERP.	N
	Vendor Total:			1,232.46									
01645 BOROUGH OF WOODCLIFF LAKE													
	15-00448	04/17/15	KUELKE PAYMENT FOR 2015										
			1 KUELKE PAYMENT FOR 2015	2,317.50	5-01-25-746-029		B OTHER CONTRACTUAL ITEMS	R	04/17/15	05/06/15		2015 PAYMENT	N
	Vendor Total:			2,317.50									
01648 BERGEN COUNTY MCA ASSN.													
	15-00445	04/16/15	BCMCAA Dues										
			1 BCMCAA Dues 2015	14.40	5-01-42-855-044		B PROFESSIONAL ASSOCIATION DUES	R	04/16/15	05/06/15		2015 DUES	N
			2 BCMCAA Dues 2015	15.60	5-01-41-250-044		B PROFESSIONAL ASSOCIATION DUES	R	04/16/15	05/06/15		2015 DUES	N
				30.00									
	Vendor Total:			30.00									
02056 LERCH, VINCI & HIGGINS, LLP													
	15-00425	04/14/15	MANAGEMENT ADVISORY SERVICES										
			1 MANAGEMENT ADVISORY SERVICES	2,350.00	5-01-20-705-151		B FINANCIAL SERVICES	R	04/14/15	05/06/15		26412	N

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
02559 INS DESIGN ADMINSTRATORS												
	15-00044	01/09/15	VISION PLAN 2015		B							
			6 VISION ADMIN.FEE FOR MAY	198.00	5-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R	01/09/15	05/06/15		378747	N
			Vendor Total:	198.00								
02757 TYCO ANIMAL CONTROL SERVICES												
	15-00192	02/10/15	ANIMAL CONTROL - 2015		B							
			5 ANIMAL CONTROL - APRIL	800.00	5-01-27-788-029	B OTHER CONTRACTUAL ITEMS	R	02/10/15	05/06/15		APRIL	N
			6 1 EMERGENCY RESPONSE	60.00	5-01-27-788-029	B OTHER CONTRACTUAL ITEMS	R	04/27/15	05/06/15		APRIL	N
				860.00								
			Vendor Total:	860.00								
03084 SICOMAC DAIRY FOODS												
	15-00219	02/17/15	MILK DELIVERY ADMINSTR. 2015		B							
			4 MILK DELIVERY ADMINSTR. 2015	39.21	5-01-20-701-041	B MEAL REIMBURSEMENT	R	02/17/15	05/06/15		MARCH 2015	N
			Vendor Total:	39.21								
03173 SPOK, INC.												
	15-00407	04/08/15	OEM PAGER									
			1 OEM PAGER	6.86	5-01-31-827-076	B TELEPHONE CHARGES	R	04/08/15	05/06/15		Y2418310D	N
			Vendor Total:	6.86								
03215 UNUM LIFE INSURANCE												
	15-00155	01/30/15	2015 LIFE INSURANCE		B							
			5 2015 LIFE INSURANCE & AD&D/APR	193.05	5-01-23-735-029	B OTHER CONTRACTUAL ITEMS	R	01/30/15	05/06/15		APRIL 2015	N
			Vendor Total:	193.05								
03302 CULLEN, CATHERINE												
	15-00510	04/30/15	Travel Costs POMCA 4-24-15									
			1 Travel Cost POMCA 4-24-15	21.43	5-01-42-855-045	B TRAVEL	R	04/30/15	05/06/15		TRAVEL EXP.	N

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
03302 CULLEN, CATHERINE													
Continued													
15-00510	04/30/15	Travel Costs POMCA 4-24-15			Continued								
		2 Travel Cost POMCA 4-24-15	23.22	5-01-41-250-045	B TRAVEL	R	04/30/15	05/06/15				TRAVEL EXP.	N
			44.65										
		Vendor Total:	44.65										
03589 DELL MARKETING LP													
15-00447	04/17/15	DELL UPDATE/UPGRADE FIREWALL											
		1 DELL UPDATE/UPGRADE FIREWALL	691.25	5-01-20-701-059	B COMPUTER EQUIPMENT S/W & SUPPL	R	04/17/15	05/06/15				XJNTXKK36	N
		Vendor Total:	691.25										
03615 FRASCIELLO, MARLY													
15-00526	05/05/15	PD PETTY CASH											
		1 PD PETTY CASH	88.56	5-01-25-745-041	B MEAL REIMBURSEMENT	R	05/05/15	05/06/15				PD PETTY CASH	N
		2 PD PETTY CASH	23.80	5-01-25-745-058	B OTHER EQUIPMENT & SUPPLIES	R	05/05/15	05/06/15				PD PETTY CASH	N
		3 PD PETTY CASH	40.00	5-01-25-745-045	B TRAVEL	R	05/05/15	05/06/15				PD PETTY CASH	N
		4 PD PETTY CASH	16.00	5-01-25-745-260	B FEDICK, ANDREW - CLOTHING	R	05/05/15	05/06/15				PD PETTY CASH	N
			168.36										
		Vendor Total:	168.36										
03666 VERIZON -3070534													
15-00487	04/27/15	2013070534 PUBLIC ASSISTANCE											
		1 2013070534 PUBLIC ASSISTANCE	55.67	5-01-27-790-076	B TELEPHONE CHARGES	R	04/27/15	05/06/15				2013070534	N
		Vendor Total:	55.67										
03727 STAPLES ADVANTAGE													
14-01260	11/14/14	OFFICE SUPPLIES											
		1 SCOTCH TAPE	26.36	4-01-20-701-036	B OFFICE SUPPLIES	R	11/14/14	05/06/15				3250736217+	N
		2 WALL CLIPS	14.80	4-01-20-701-036	B OFFICE SUPPLIES	R	11/14/14	05/06/15				3250736217+	N
		3 CLIPS	13.72	4-01-20-701-036	B OFFICE SUPPLIES	R	11/14/14	05/06/15				3250736217+	N
		4 POP UP DISPENSER	6.69	4-01-20-701-036	B OFFICE SUPPLIES	R	11/14/14	05/06/15				3250736217+	N
		5 PAPER TOWLES	27.41	4-01-20-701-036	B OFFICE SUPPLIES	R	11/14/14	05/06/15				3250736217+	N
		6 TISSUES	35.75	4-01-20-701-036	B OFFICE SUPPLIES	R	11/14/14	05/06/15				3250736217+	N
		7 PAPER	89.09	4-01-20-701-036	B OFFICE SUPPLIES	R	11/14/14	05/06/15				3250736217+	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099	
Item Description	Amount	Charge Account	Acct Type Description				Enc Date	Date	Date	Invoice	Excl
03727 STAPLES ADVANTAGE			Continued								
14-01260 11/14/14 OFFICE SUPPLIES			Continued								
8 PAPER	30.20	4-01-20-701-036	B OFFICE SUPPLIES		R	11/14/14	05/06/15			3250736217+	N
9 BORDETTE	3.89	4-01-20-701-036	B OFFICE SUPPLIES		R	11/14/14	05/06/15			3250736217+	N
10	0.00	4-01-20-701-036	B OFFICE SUPPLIES		R	11/14/14	05/06/15			3250736217+	N
11 ADD MACHINE TAPES	13.62	4-01-20-708-036	B OFFICE SUPPLIES		R	11/14/14	05/06/15			3250736217+	N
12 CALCULATOR RIBBONS	20.65	4-01-20-708-036	B OFFICE SUPPLIES		R	11/14/14	05/06/15			3250736217+	N
13 STICKIES FINGERTIPS	2.97	4-01-20-708-036	B OFFICE SUPPLIES		R	11/14/14	05/06/15			3250736217+	N
14 POLY INDEX TABS	1.57	4-01-21-720-036	B OFFICE SUPPLIES		R	11/14/14	05/06/15			3250736217+	N
15 POST IT FLAG	3.63	4-01-21-720-036	B OFFICE SUPPLIES		R	11/14/14	05/06/15			3250736217+	N
16 SMEAD VIEWABLES	66.92	4-01-20-701-036	B OFFICE SUPPLIES		R	11/14/14	05/06/15			3250736217+	N
17 PENDAFLEX HANGING FILES	78.46	4-01-20-701-036	B OFFICE SUPPLIES		R	11/14/14	05/06/15			3250736217+	N
18 BINDERS	36.88	4-01-20-701-036	B OFFICE SUPPLIES		R	11/14/14	05/06/15			3250736217+	N
19 3 RING BINDER	19.98	4-01-20-708-036	B OFFICE SUPPLIES		R	11/14/14	05/06/15			3250736217+	N
20 PADFOLIO	20.16	4-01-20-708-036	B OFFICE SUPPLIES		R	11/14/14	05/06/15			3250736217+	N
	512.75										
Vendor Total:	512.75										

Total Purchase Orders: 60 Total P.O. Line Items: 194 Total List Amount: 2,541,328.43 Total Void Amount: 0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND 2014 BUDGET	4-01	1,780.75	0.00	1,780.75	0.00	0.00	1,780.75
CURRENT FUND 2015 BUDGET	5-01	2,484,489.82	0.00	2,484,489.82	0.00	0.00	2,484,489.82
BOA ESCROW ACCOUNTS	E-08	20,253.50	0.00	20,253.50	0.00	0.00	20,253.50
OTHER TRUST ACCOUNT	T-03	34,789.36	0.00	34,789.36	0.00	0.00	34,789.36
DOG TRUST ACCOUNT	T-12	15.00	0.00	15.00	0.00	0.00	15.00
Year Total:		34,804.36	0.00	34,804.36	0.00	0.00	34,804.36
Total of All Funds:		2,541,328.43	0.00	2,541,328.43	0.00	0.00	2,541,328.43



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Perryville III Corporate Park
53 Frontage Road, Suite 120
PO Box 4017
Clinton, NJ 08809
T: 908.238.0900
F: 908.238.0901
www.maserconsulting.com

May 7, 2015

VIA EMAIL

Mayor and Council Members
Borough of Montvale
12 Mercedes Drive
Montvale, NJ 07645

Re: Proposal for Professional Planning Services
Housing Element and Fair Share Plan and Vacant Land Assessment
MC Proposal No. MPP-014A

Dear Mayor and Council Members:

Maser Consulting P.A. is pleased to submit the following proposal for professional planning services to assist the Borough in achieving constitutional compliance with its affordable housing mandate. On March 10, 2015, the Supreme Court ruled that COAH has failed to act and as a result, the Courts will be assuming jurisdiction over the Fair Housing Act. The Order divides municipalities into one of three categories – those that achieved Third Round Substantive Certification, those that filed or petitioned and those that had never participated in the COAH process.

For a municipality like Montvale that petitioned or “participated” in 2008, the Order allows “participating” towns to file a Declaratory Judgment during a 30-day window (approximately June 8 – July 7) to alert the Court that the Borough wishes to comply with its constitutional mandate to provide affordable housing.

On May 5, 2015, the COAH Sub-Committee met to discuss the findings thus far and decided to change course and instead be proactive and conduct a Vacant Land Analysis in order to determine the Borough’s Third Round Obligation.¹ Furthermore, the Sub-Committee decided that it is the Borough’s best interest to prepare and adopt a Housing Element and Fair Share Plan (HEFSP), which can be submitted with the Declaratory Filing. With both an obligation and a plan to satisfy the obligation, it is anticipated that the Judge is much more likely to deem Montvale constitutionally compliant and move the case off his desk.

The following scope of work is proposed:

¹ The Borough was granted a vacant land adjustment in 2001 by COAH, which relied on a Vacant Land Assessment for the Prior Round Obligation.



Task 1.0 Vacant Land Assessment

N.J.A.C. 5:93-4.2 provides the requirements for municipalities seeking a vacant land adjustment. We have listed some, but not all, of the statute requirements below:

- (a) Municipalities that request an adjustment due to available land capacity shall submit an existing land use map at an appropriate scale to display the land uses of each parcel within the municipality. Such a map shall display the following land uses: single family, two-to-four family, other multi-family, commercial, industrial, agricultural, parkland, other public uses, semipublic uses and vacant land.
- (b) Municipalities that request an adjustment due to available land capacity shall submit an inventory of vacant parcels by lot and block that includes the acreage and owner of each lot.
- (c) Municipalities shall exclude from the vacant land inventory:
 - 1. Any land that is owned by a local government entity that, as of January 1, 1997, has adopted, prior to the filing of a petition for substantive certification, a resolution authorizing the execution of an agreement that such land shall be utilized for a public purpose other than housing; and
 - 2. Any vacant contiguous parcels of land in private ownership of a size which would accommodate less than five dwelling units as per the COAH standard
- (d) Sites that can be removed from the assessment:
 - 1. Agricultural lands shall be excluded when the development rights to these lands have been purchased or restricted by covenant.
 - 2. Environmentally sensitive lands shall be excluded as follows: wetlands, flood hazard areas, slopes in excess of 15%
- (e) Active recreational lands
 - 1. Municipalities may reserve 3% of their total developed and developable acreage for active municipal recreation and exclude this acreage from consideration as potential sites for affordable housing. Sites designated for active recreation must be purchased and limited to active recreational purposes within one year of substantive certification.

Maser Consulting will utilize the information compiled from our general GIS analysis completed in early May as a starting point. We will then refine the analysis to comply with the Prior Round



rules. The analysis will review Class 1 vacant properties, Class 3A and 3B farm properties and undeveloped municipally-owned property (Class 15C) that is not on the Recreation and Open Space Inventory. Next, we will utilize available environmental information from the NJDEP to identify properties that have environmental constraints such as wetlands, flood hazard zones and steep slopes that will make them partially or fully unsuitable for development.

We will identify vacant properties that are considered "suitable" according to the statute to determine the Borough's Realistic Development Potential or Third Round obligation.

The GIS analysis will be mapped as required by the statute and include:

1. Environmental constraints map
2. Land use map
3. Vacant lands map

Note that all three maps will be required to be submitted to the Court for review. In addition to the maps, we will prepare an excel table that inventories the vacant parcels by lot and block that includes the acreage and owner of each property. The statute requires a table that lists every vacant property analyzed and whether it is suitable or not and if not, why.

Lastly, we will perform an analysis of the amount of active recreation and parkland in the Borough, pursuant to the statute. If Montvale has less than 3% of its land area reserved for active recreation, the Borough could potentially purchase additional land for recreation and further reduce the Realistic Development Potential.

Task 2.0 Housing Element and Fair Share Plan

N.J.A.C 5:93-5.1 provides the requirements for the preparation of a HEFSP. The rules require the following:

1. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated;
2. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the six years subsequent to the adoption of the housing element, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
3. An analysis of the municipality's demographic characteristics, including, but not limited to, household size, income level and age;



4. An analysis of the existing and probable future employment characteristics of the municipality;
5. A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing;
6. A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing;
7. A map of all sites designated by the municipality for the production of low and moderate income housing and a listing of each site that includes its owner, acreage, lot and block;
8. The location and capacities of existing and proposed water and sewer lines and facilities relevant to the designated sites;
9. Copies of necessary applications for amendments to, or consistency determinations regarding, applicable area-wide water quality management plans (including waste water management plans).
10. A copy of the most recently adopted municipal master plan and where required, the immediately preceding, adopted master plan;
11. For each designated site, a copy of the New Jersey Freshwater Wetlands maps, where available. When such maps are not available, municipalities shall provide appropriate copies of the National Wetlands Inventory maps provided by the U.S. Fish and Wildlife Service;
12. A copy of appropriate United States Geological Survey Topographic Quadrangles for designated sites.

As 2010 Census information has been released, we will need to update all of the demographic tables contained in the 2008 HEFSP and prepare any tables in the list above that were not included in the 2008 HEFSP. Items #1 through #8 will be prepared in accordance with N.J.A.C. 5:93-5.1. Items #9 through #12 will be obtained or prepared as required by the rules. These items will comprise the Housing Element portion of the report.



The Fair Share Plan for Montvale will include the following:

1. Description of the Borough's three-part obligation - Rehabilitation, Prior Round and Third Round. This will include a discussion of the findings of the Vacant Land Assessment and charts and maps to support the findings as needed.
2. Description of the 2004 Substantive Certification for Round 2.
3. Description of the required minimum and maximum credit formulas.
4. Description of existing mechanisms and credits intended to satisfy the Borough's Rehabilitation, Prior Round and Third Round obligation, supplemented with charts as needed.
5. Description of mechanisms that will be used to meet any outstanding obligation, supplemented with charts and maps as needed.
6. Draft implementation schedule that sets forth a detailed timetable for units to be built and occupied.

Maser Consulting will compile the above information and prepare a draft HEFSP to present to the COAH Sub-Committee prior to the Planning Board hearing.

Task 3.0 Spending Plan

N.J.A.C. 5:93-5.1(c) states "if a municipality intends to collect development fees, it shall prepare a plan to spend development fees". The rules require the following components:

1. A projection of revenues anticipated from imposing fees on development, based on historic development activity;
2. A description of the administrative mechanism that the municipality will use to collect and distribute revenues;
3. A description of the anticipated use of all development fees;
4. A schedule for the creation or rehabilitation of housing units;
5. If the municipality envisions being responsible for public sector or non-profit construction of housing, a pro-forma statement of the anticipated costs and revenues associated with the development; and



6. The manner through which the municipality will address any expected or unexpected shortfall if the anticipated revenues from development fees are not sufficient to implement the plan.

This office recommends updating the 2013 Spending Plan with the latest data, incorporating any new mechanisms that the Borough intends to fund fully or partially fund with development fees and submitting the revised Spending Plan to the judge for review and approval. The Borough should note that the rules require the governing body to forward the spending plan for review and approval via resolution.

Task 4.0 Declaratory Judgment Filing

This office will work with the Borough/Board Attorney to prepare and submit the Declaratory Judgment Filing. It is anticipated that this will require significant coordination between the consultants. A maximum of ten (10) hours is included in this task.

Task 5.0 Meetings

Maser Consulting will attend meetings as requested by the Borough to discuss the draft Vacant Land Assessment analysis and draft HEFSP. Maser Consulting will attend public hearings and meetings as requested by the Borough to present the final HEFSP.

Task 6.0 Additional Services

The Borough should note that the drafting of ordinances is specifically excluded from the scope of work above. If the Borough requests the drafting of land use ordinances, they will be completed on an hourly basis under this task. Additional services may be required beyond the scope outlined herein. Coordination beyond the ten (10) hours included in Task 4.0 and any other services above and beyond those outlined will be billed hourly.

Fee

Maser Consulting's work shall be invoiced on an hourly basis in accordance with the rates that are contained in the Schedule of Hourly Rates that is included in the professional services agreement between the Borough and Maser Consulting P.A. The maximum upset fee for each task is as follows:

Task 1.0	Vacant Land Assessment	\$ 3,800.00
Task 2.0	HEFSP	\$ 14,000.00
Task 3.0	Spending Plan	\$ 1,600.00
Task 4.0	Declaratory Judgment Filing	\$ 1,400.00
Task 5.0	Meetings	HOURLY
Task 6.0	Additional Services	HOURLY



All work shall be invoiced in accordance with the terms and provisions of the agreement between the Borough and Maser Consulting P.A. for professional services.

Borough Responsibilities

The Borough shall provide the following information to Maser Consulting:

1. List by block and lot of approved residential and non-residential applications that are presently under construction and the number of units and/or non-residential square footage to be built.
2. List by block and lot of approved residential and non-residential applications that have yet to commence construction and the number of units and/or non-residential square footage to be built.
3. Official Recreation and Open Space Inventory.
4. Information on the remaining capacity of the water and sewer facilities in the Borough.

Conclusion

We want to thank the Borough for providing the opportunity to perform this most important work. If you have any questions or clarifications regarding the scope of work, please do not hesitate to call our office.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink that reads "Darlene A. Green".

Darlene A. Green, P.P., AICP
Associate

A handwritten signature in black ink that reads "Joseph J. Layton".

Joseph J. Layton, P.P., AICP
Senior Principal

DAG/jmc

cc: Maureen Iarossi-Alwan, Clerk
C. Lorraine Hutter, Land Use Administrator
John DePinto, Planning Board Chairman



Mayor and Council Members
MC Proposal No. MPP-014A
May 7, 2015
Page 8 of 8

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

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Christina Rotolo
545 Baylor Avenue
River Vale, NJ 07675
(201) 956-0675

May 4, 2015

Ms. Maureen Iarossi-Alwan
Borough Administrator
Borough of Montvale
12 Mercedes Drive
Montvale, NJ 07645

Dear Ms. Iarossi-Alwan,

I would like to inform you that I am resigning from my position as Assistant to the Construction Department/Floater for the Borough of Montvale, effective July 15, 2015. Thank you for the opportunities for both professional and personal development that you have provided me during the past year and a half. I have truly enjoyed working for the borough. If I can be of any help during this transition, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Christina L. Rotolo". The signature is written in black ink and is positioned above the printed name.

Christina Rotolo

Borough of Montvale, NJ

Tuesday, August 26, 2014

Chapter 95. SANITATION AND PLUMBING

Part 1. Sanitation and Health

Article XIII. Kennels, Pet Shops and Pounds

§ 95-109. Hutches and coops.

- A. No person shall keep any small animals in a hutch or coop of a size having less than eight square feet of floor space and being less than two feet in height, without special permission from the Board.
- B. Each hutch or coop shall be dry and adequately ventilated and shall be cleaned daily and rebedded with fresh straw, leaves or other absorbent material.
- C. No hutch or coop shall be less than 25 feet from any dwelling nor less than eight feet from all adjoining property lines.

BOROUGH OF MONTVALE BOARD OF HEALTH NOTICE

NOTICE IS HEREBY GIVEN that the following Ordinance was introduced and passed on first reading at a regular meeting of the Board of Health of the Borough of Montvale, on the ___ day of _____, and that said Ordinance will be taken up for further consideration for final passage at a regular meeting of the Board of Health of the Borough of Montvale to be held on the ___ day of _____ at 7:45 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.

**BOROUGH OF MONTVALE BOARD OF HEALTH
ORDINANCE NO. 2015-**

AN ORDINANCE REPLACING SECTION 95-9 OF THE CODE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, TO ESTABLISH AND REVISE CERTAIN BOARD OF HEALTH FEES AND FEES FOR VITAL STATISTICS RECORDS

BE IT ORDAINED by the Board of Health of the Borough of Montvale, County of Bergen, State of New Jersey, as follows:

Section 1. Chapter 95, Section 95-9, of the Borough Code entitled "Fees," is deleted in its entirety and replaced to read as follows:

§95-9 Fees.

A. Proration of fees in certain circumstances.

1. All fees to the Borough of Montvale Board of Health pursuant to Chapter 95 of the Montvale Code shall be for the calendar year in which the fee becomes due or such portion of the year as is remaining at such time, and such fees shall not be subject to proration except as herein provided.
 - a. All fees shall be for the period ending December 31 of the year in which said fees are due, provided that such due date falls within the first three quarters of the calendar year.
 - b. For fees which become due for the first time during the fourth quarter of the calendar year and are paid during that quarter.
2. One hundred percent of the annual fee shall be applied to the ensuing year. In such case, the license thus granted shall be valid until December 31 of the year following the current year (long year).

B. The annual fee for the several licenses, permits or certificates, including those referred to in the Sanitary Code, are hereby fixed as follows:

1. Agricultural Market / Farmstand	\$300.00
2. Bakery	\$250.00
3. Convenience Store	\$400.00
4. Cattle/ Horse Farm	\$200.00
5. Delicatessen	\$275.00
6. Health Spa /Exercise Facility (under 10,000 sq. ft.)	\$250.00
7. Health Spa /Exercise Facility (over 10,000 sq. ft.)	\$500.00
8. Massage Therapist (part of spa/exercise facility)	\$300.00
9. Hotel/Motel (1 to 50 rooms)	\$500.00
10. Hotel/Motel (over 50 rooms)	\$1,000.00
11. Misc. Retail Food Establishment	\$500.00
12. Mobile Ice Cream	\$200.00
13. Nursery School or Daycare	\$300.00
14. Pet Shop	\$200.00
15. Pre-Packaged Candy Counter	\$100.00
16. Public Amusement	\$500.00
17. Restaurant (seating capacity 1 to 50)	\$400.00
18. Restaurant (seating capacity over 50)	\$800.00
19. Supermarket (under 50,000 sq. ft.)	\$1,000.00
20. Supermarket (over 50,000 sq. ft.)	\$2,000.00
21. Swimming Pool (indoor)	\$1,000.00
22. Swimming Pool (seasonal)	\$500.00
23. Temporary Food Establishment (per day)	\$75.00
24. Tanning Facility	\$100.00

- | | |
|---|---------|
| 25. Dairy Products Dispensing Truck | \$75.00 |
| 26. Vending Machine (first machine at location) | \$75.00 |
| 27. Vending Machine (each additional machine at location) | \$25.00 |

C. Fees for Vital Statistics Records

- | | |
|--|---------|
| 1. Birth Certificate (certified copy) | \$20.00 |
| 2. Death Certification (certified copy) | \$20.00 |
| 3. Marriage Certificate (certified copy) | \$20.00 |
| 4. Domestic Partnership Certificate (certified copy) | \$20.00 |
| 5. Civil Union Certificate (certified copy) | \$20.00 |
| 6. Records Corrections | no fee |
| 7. Marriage Certificate (application) | \$28.00 |
| 8. Domestic Partnership Certificate (application) | \$28.00 |
| 9. Civil Union Certificate (application) | \$28.00 |
| 10. Burial Permit (application) | \$5.00 |

D. Whenever, in the Sanitary Code, a license or permit is required and no specific fee is established for such license or permit the fee therefor shall be \$10, payable on issuance of such license or permit, which shall be for the balance of the calendar year in which the same is so issued.

E. No fee for any permit, license or certificate issued hereunder shall be required of any person declared by state law to be exempt from the payment of any such fee.

Section 2. 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 3. 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 4. 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 5. Effective Date.

This ordinance shall become effective on January 1, 2016, after adoption and publication as required by law.

Date _____

Adopted _____

Approved

Attest _____

Joyce Cohen, President

Janet Russo, Secretary

DRAFT

**CONTRACT FOR LOCAL PUBLIC HEALTH SERVICES
FOR MONTVALE BOARD OF HEALTH
JANUARY 1, 2015 THROUGH DECEMBER 31, 2015**

THIS CONTRACT made and entered into on January 1, 2015, by NORTHWEST BERGEN REGIONAL HEALTH COMMISSION, hereafter referred to as the Provider, AND the Board of Health of MONTVALE hereafter referred to as the Recipient.

WHEREAS, the Recipient desires to contract with the Provider for furnishing to the Recipient Health Services of a technical and professional nature to assure compliance with Public Health Standards of Performance for Local Boards of Health in accordance with NJAC 8:52-1 et seq. as hereinafter set forth:

NOW THEREFORE, it is understood and agreed as follows:

The Provider shall provide services of properly licensed personnel as necessary to carry out public health activities, within the territorial jurisdiction of the Recipient and ensure that all public health activities meet requirements by the "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey" (NJAC 8:52) for the services as provided in this contract.

1. SCOPE OF SERVICES

A. HEALTH OFFICER. The Provider shall supply Recipient with the services of a Health Officer licensed in New Jersey pursuant to NJSA 26:3A2-10c and 26: 3A-14 to serve as its Health Officer and Chief Executive Officer to direct a program of services and activities as required to meet or exceed the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey set forth in NJAC 8:52, herein, "Public Health Practice Standards" for the Montvale Board of Health, and for the administration and the enforcement of its public health ordinances and public health laws and regulations of the State (Title 26 of the New Jersey Statutes) during the term of this contract. All employees and staff of the Recipient's department of health shall be under the administrative direction and operational control of the Health Officer specific to the contractual responsibilities.

(i) The Health Officer shall work with personnel to inform the Recipient regarding compliance with the statutes and ordinances related to public health and assist Recipient in obtaining compliance with the law, and shall provide the Recipient with guidance and direction in the formulation of a program of services and activities designed to achieve the public health goals established by Recipient, and to identify and address public health issues in the Recipient's community.

(ii) The Health Officer shall furnish the Recipient with a written report, periodically, as requested by the Recipient, of all services rendered by the Health Officer and staff under the terms of this contract. This will include, but is not limited to complaints, monthly activities, and upcoming events.

(iii) The Health Officer or representative shall meet with Recipient at the regularly scheduled public meetings of the Board of Health set forth in Schedule A incorporated herein, and attend or send a representative from Provider to special meetings of the Recipient, as requested, upon reasonable notice.

B. REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS). The Provider shall supply Recipient with the services of a properly licensed Registered Environmental Health Specialist (REHS) to ensure that all public health activities meet requirements under the "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey" (NJAC 8:52) as of the execution of this contract.

C. GENERAL. The Provider shall also:

(i) Document processes to be followed for public health purposes. Review current policies and recommend changes required to remain in compliance with public health laws and to address public health issues.

(ii) Provide assistance with emergency preparedness processes as identified by the State Health Department.

(iii) Provide assistance during flu clinics and ordering flu vaccine subject to the Influenza Vaccination Program Addendum incorporated herein.

**CONTRACT FOR LOCAL PUBLIC HEALTH SERVICES
FOR MONTVALE BOARD OF HEALTH
JANUARY 1, 2015 THROUGH DECEMBER 31, 2015**

- (iv) Attend when necessary, town council meetings and provide updates or address public health concerns needing resolution.
- (v) Provide monthly reports of activities conducted by the Recipient's appointed environmental health personnel (Registered Environmental Health Specialist) including all inspections of food establishments, complaints or violations.
- (vi) Offer an annual regionalized Food Handler's course.
- (vii) The Provider will coordinate lead poisoning investigations as specified in "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey" and N.J.A.C. 8:51. The Provider will not provide the services of a certified lead inspector or risk assessor.

D. OTHER. Other services required by Recipient, if any, and related fees, if any, of Provider are set forth on Schedule A incorporated herein. Any other public health services required by Recipient but supplied by Recipient or contracted for separately or directly by Recipient are set forth in Schedule A incorporated herein. If the State of New Jersey Health law mandates change during the term of this agreement and thereby requires the provision of additional services not previously supplied, or if the scope of services provided to Recipient is required to increase significantly, in the reasonable judgment and experience of the Provider, the Provider and recipient shall enter into an amendment of this agreement to address the supply of such additional services to Recipient.

2. COLLECTION OF LICENSE AND PERMIT FEES. All license fees, permit fees and any other fees that the Provider collects on behalf of the Recipient shall be remitted to the Recipient in full, unless adjusted as set forth on Schedule A incorporated herein.

3. PAYMENT OF FEES TO PROVIDER. In consideration of the faithful performance by the Provider of its agreement herein, the Recipient covenants and agrees to pay the Provider for the services of a Health Officer and a REHS, the annual sum as set forth on Schedule A incorporated herein.

4. STATE and FEDERAL AID. Any designated State or Federal Health Aid funds received by the Provider for Recipient shall be used for health services for the Recipient.

5. HEALTH EMERGENCY. The Provider shall determine the allocation of resources and employees and staff of Provider and Recipient in the event of a health emergency or other exigent circumstances, in the judgment and experience of Provider.

6. TERM AND RENEWAL. This contract shall become effective on the 1st day of **January 2015** and terminate on **December 31, 2015**. It is further agreed by the parties that the Recipient shall have the right to renew this contract, upon the same terms and conditions, upon terms of compensation agreeable to Provider and Recipient. The Recipient shall give notice of its intent to renew the contract at least 60 days prior to the date of termination.

7. This contract must be signed and resubmitted by January 31st 2015.

IN WITNESS WHEREOF each party has caused its authorized officials to sign and seal this Agreement on its behalf this 5th day of November.

Secretary *James Russo*
Board of Health

President *James Chen*
Board of Health

Secretary *Angie Musella*
Northwest Bergen Regional Health Commission

President *Wonna Huey*
Northwest Bergen Regional Health Commission



BOARD OF HEALTH PRESIDENT PLEASE INITIAL IN THIS BOX THAT YOU HAVE READ THE PLAN REVIEW FEE NOTICE. THANK YOU.

**CONTRACT FOR LOCAL PUBLIC HEALTH SERVICES
FOR MONTVALE BOARD OF HEALTH
JANUARY 1, 2015 THROUGH DECEMBER 31, 2015**

SCHEDULE A-ADDENDUM TO CONTRACT

1. MEETING SCHEDULE: TBA or attached
2. PAYMENT OF FEES TO PROVIDER:
The annual fee for services shall be: \$54,282.93.
PAYABLE ON THE FOLLOWING SCHEDULE: In advance at the beginning of the quarter on January 1, 2015, April 1, 2015, July 1, 2015 and September 1, 2015.
3. COLLECTION OF LICENSE & PERMIT FEES: None.

PLAN REVIEW FEE NOTICE

Beginning January 1, 2015 Northwest Bergen Regional Health Commission will be charging a plan review fee to prospective food establishment owners and to any facility licensed by the local Board of Health. To clarify, this fee will NOT be charged to the towns but to the prospective owners before plans will be reviewed by the Health Inspector. All billing will be processed by Northwest Bergen Regional Health Commission.

The fee structure will be based on square footage and includes a second review fee:

Square Feet	Fee
Up to 400	\$150.00
401 to 800	\$250.00
Over 800	\$500.00

*If a third review is needed then the fee will be the same as the initial plan review fee.