

AGENDA
WORK SESSION MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
August 8, 2017
Closed/Executive Session 6:30 p.m.
Meeting to Commence 7:30 P.M.

CLOSED/EXECUTIVE SESSION:

Motion to move into Executive Session as provided for by Resolution No. 15-2017 adopted on January 2, 2017 and posted on the bulletin board in the Municipal Building:

The Mayor and Council will go into a Closed /Executive Session for the following: Attorney/Client Privilege: Litigation/Council on Affordable Housing/Personnel Montvale Police Department/Proposed Acquisition of Property

1. COAH – Council on Affordable Housing
2. Montvale Police Department/Lieutenant Interview
3. Acquisition of Property

Minutes to be disclosed as per the Open Public Meetings Act and Resolution No. 14-2016 matters discussed will be disclosed to the public when such matters are finally determined and there is no reason to prohibit the public disclosure of information relating to such matters

ROLL CALL:

Councilmember Arendacs	Councilmember Koelling
Councilmember Curry	Councilmember Lane
Councilmember Gloeggler	Councilmember Weaver

EAGLE SCOUT PROJECT: Vivek Gogineni

ORDINANCES

None.

MEETING OPEN TO PUBLIC:

Agenda Items Only

MEETING CLOSED TO PUBLIC:

Agenda Items Only

MINUTES:

July 25, 2017

MINUTES CLOSED/EXECUTIVE SESSION:

July 25, 2107

RESOLUTIONS:

156-2017 Special Item of Revenue & Appropriation- Chapter 159

157-2017 A Resolution of the Borough of Montvale Authorizing the Execution of an Agreement with the Pascack Valley Regional High School District Board of Education Concerning the Hiring and Placement of Special Police Officer IIIs at Pascack Hills High School

158-2017 A Resolution Awarding a Contract to FieldTurf for the Provision of Artificial Turf for Fieldstone Middle School Synthetic Turf Replacement Project Through a Cooperative Purchasing Agreement with the Keystone Purchasing Network

159-2017 A Resolution Awarding a Contract to The LandTek Group, Inc. for the Fieldstone School Turf Replacement Project Base Bid Only

160-2017 Special Item Of Revenue And Appropriation - Chapter 159 - Wegmans

RESOLUTIONS (continued):

161-2017 Granting Tenure / Electrical Sub Code Official / Frank Dyer

162-2017 Authorize Payment No. 13/New Montvale Firehouse/Unimak LLC

163-2017 Authorize Payment #3/Final Payment/Montvale Swim Club Pool Demolition/Caravella Demolition

164-2017 Authorize Payment #2/Montvale Intersection Improvements/New Prince Concrete Construction Co., Inc.

165-2017 Alcoholic Beverage Resolution/Person to Person/Place To Place Transfer to BPO Wine Corporation
110 Farm View, Montvale, NJ From K&S Wine & Liquor, Inc., 20 Chestnut Ridge Road, Montvale, NJ

BILLS:

REPORT OF REVENUE:

COMMITTEE REPORTS:

ENGINEER'S REPORT:

Andrew Hipolit

Report/Update

- a. NJDOT FY 2018/State Aid Programs/Municipal Aid/Recommendations

ATTORNEY REPORT:

Joe Voytus, Esq.

Report/Update

UNFINISHED BUSINESS:

- a. Tree Removal Ordinances/Comments/Recommendations/Montvale Environmental Commission
- b. Memorial Drive/Basketball Courts/Green Acres/Signage/Proposed Ordinance/Restrictions/Enforcement

NEW BUSINESS:

- a. Request For Street Names/160 Spring Valley Road, LLC

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 August 29, 2017 at 7:30 p.m.

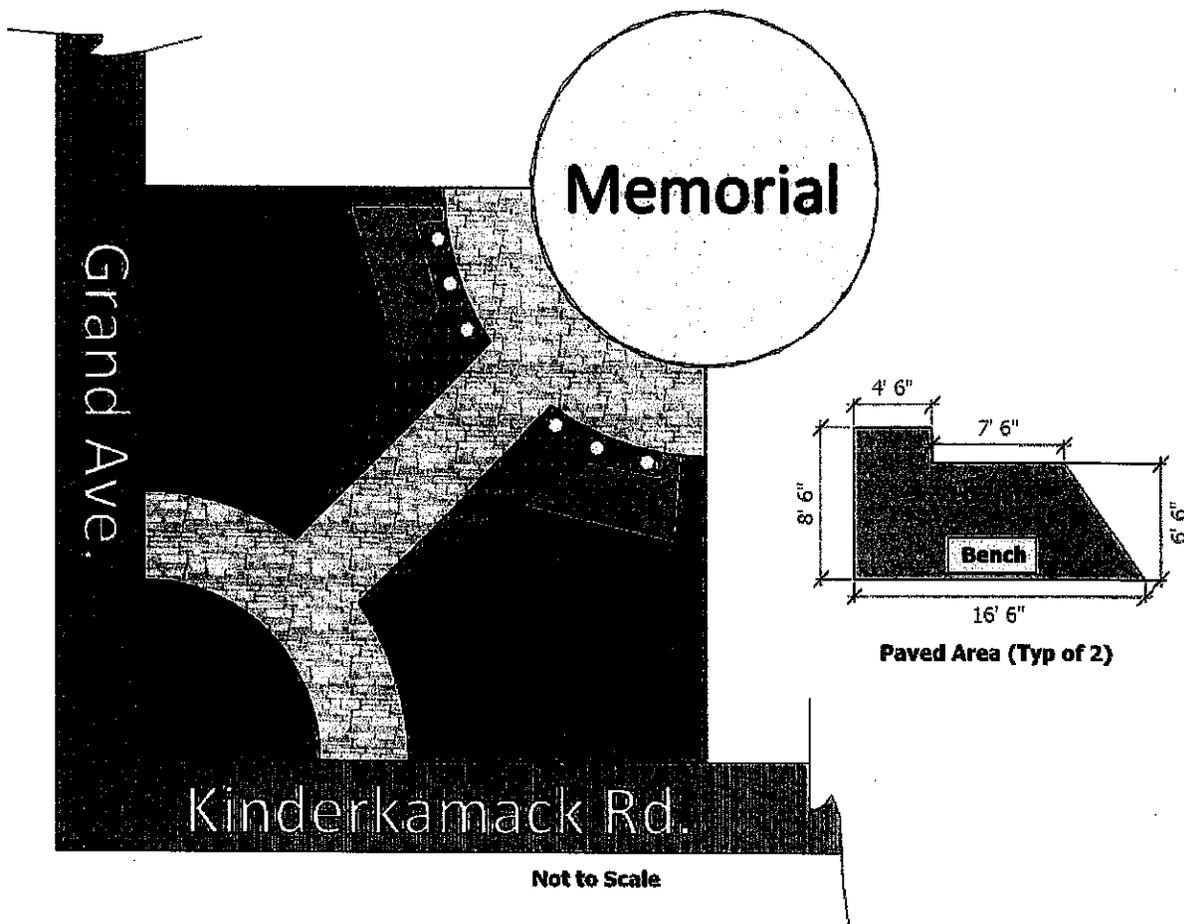
ADJOURNMENT:

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

Subject To Additions And/Or Deletions

Memorial Paved Seating Area Eagle Project

Vivek Gogineni



These are the diagrams of the proposed seating area around the memorial.

$78+23.625= 101.625$ on each side

203.25 sq ft= total area

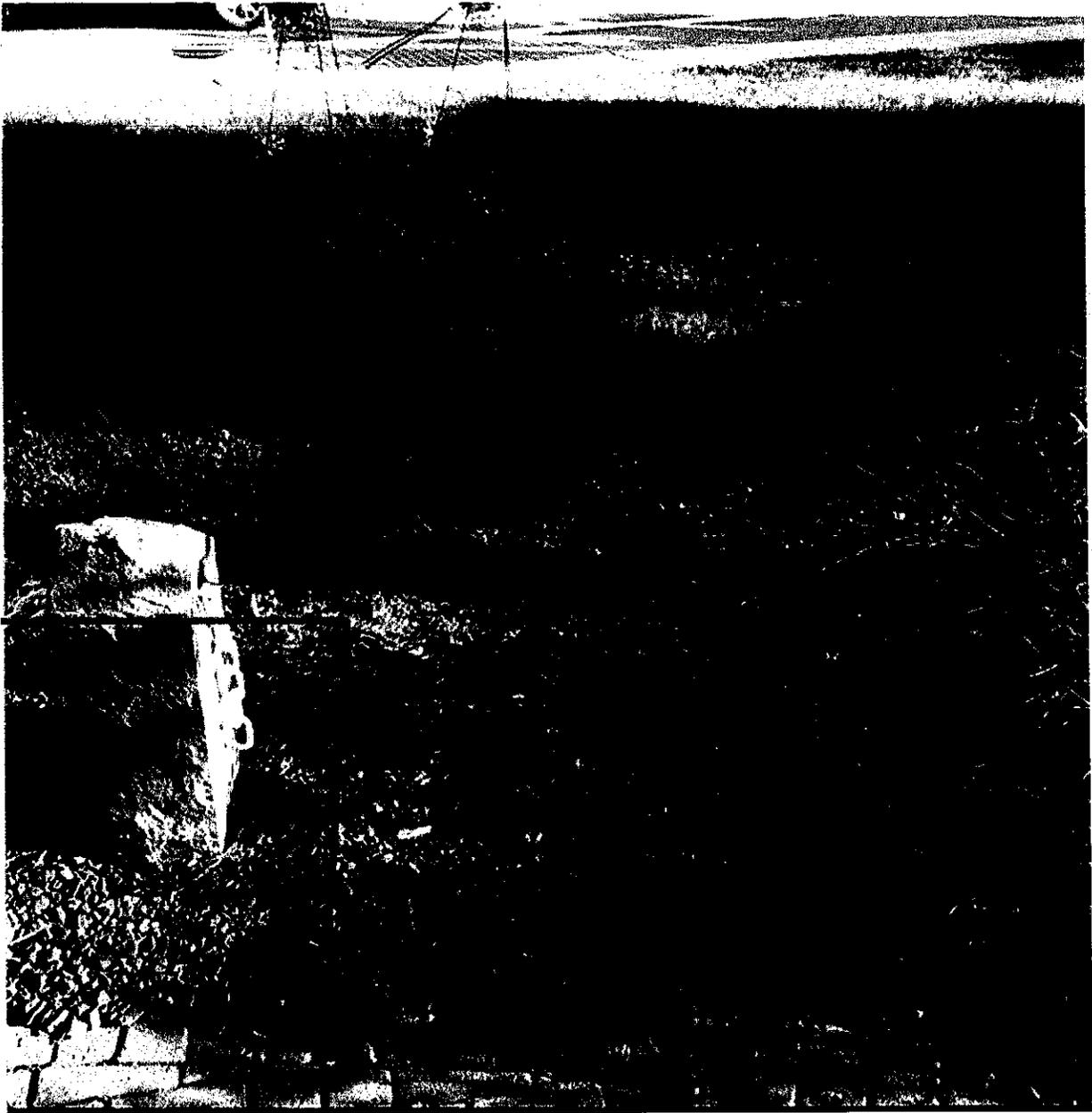
$4.5+2+7.5+8.5+6.5+8+16.5= 53.5$ on each side

107 ft = total perimeter

about 6 yards of dirt displaced







Link to Park Bench:

<https://www.byoplayground.com/classic-white-oak-park-bench.html>



***For illustration purposes only, actual bench may be a different brand, but similar in design and quality**

**MINUTES
WORK SESSION**

The Work Session Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:40pm. Adequate notification was published in the official newspaper of the Borough of Montvale.

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 Arendacs	Councilmember Koelling
Councilmember Curry	Councilmember Lane
Councilmember Gloeggler	Councilmember Weaver

Also present: Mayor Mike Ghassali; Borough Engineer, Andy Hipolit; Borough Attorney, Joe Voytus; Municipal Clerk/Administrator, Maureen Iarossi-Alwan

AKERS AVENUE: Parking Discussion Residents Input:

- a. No Parking Entire Length
- b. Parking Stickers/Akers Avenue Resident Only

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

Several residents spoke, some of their concerns were, when you have family for the holidays or special gatherings, can there be an exception; what section of the road will be affected; Akers is used as a cut through concerns about speeding; what about police enforcement; less parking the better; possible speed bump; speed signs;

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

Councilmembers all agreed to try permit stickers and if it doesn't work can re-visit; a motion to draft ordinance by Councilmember Lane; seconded by Councilmember Weaver – all ayes

ORDINANCES:

None

MINUTES:

July 11, 2017

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

MINUTES CLOSED/EXECUTIVE SESSION:

July 11, 2017

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

WHEREAS, consistent with the New Jersey *Local Public Contract Law, N.J.S.A. 40A:11-1*, et seq., the Borough of Montvale did publicly solicit bids for said project under the title "Upper Saddle River Road Roadway Improvements" with bids due on July 13, 2017; and
WHEREAS, said solicitation requested bids for a Base Bid plus Alternate "A"; and
WHEREAS, in response to said solicitation, four (4) bids were received; and
WHEREAS, the Borough Engineer subsequently advised that the Borough was unable to obtain the easement necessary for the work in Alternate "A"; and
WHEREAS, the lowest bid for the Base Bid was submitted by D&L Paving Contractors, Inc. in the total amount of \$255,414.85; and
WHEREAS, said bid was \$8,719.85 higher than the Engineer's estimate for this work, which is approximately 3.5% higher than the estimate, which the Engineer has determined is reasonable; and
WHEREAS, the offices of the Borough Engineer and Borough Attorney have reviewed this bid and have deemed it responsive to the bid specifications; and
WHEREAS, the Borough's Chief Financial Officer has certified that funds have been appropriated and are available for this purpose.
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, that a contract for the above-referenced project shall be awarded as follows:

Bidder D&L Paving Contractors, Inc. 681 Franklin Avenue Nutley, New Jersey 07110	In the amount of: Base Bid	\$255,414.85
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BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute all documents necessary to effectuate the purpose of this Resolution, subject to approval by the Borough Engineer and Attorney.

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

155-2017 A Resolution Awarding a Professional Services Contract to Jeffrey R. Surenian and Associates, LLC to Serve as Special Counsel in Connection with the Borough's Affordable Housing Litigation

WHEREAS, the Governing Body is desirous of hiring Special Counsel to represent the Borough in connection with the Borough's affordable housing litigation, Docket No. BER-L-6141-15; and
WHEREAS, the Borough has received a proposal from Jeffrey R. Surenian, Esq. of Jeffrey R. Surenian & Associates, LLC, 707 Union Avenue, Suite 301, Brielle, New Jersey 08730, to perform all services necessary and appropriate in connection with same; and
WHEREAS, Mr. Surenian's proposal sets forth the following rates:

- (a) \$200.00 per hour for all time spent by Jeffrey R. Surenian (over 30 years of experience);
- (b) \$185.00 per hour for all time spent by an attorney with at least fifteen years of experience as a lawyer;
- (c) \$175.00 per hour for all time spent by an attorney with at least ten years of experience as a lawyer;
- (d) \$165.00 per hour for all time spent by an attorney with less than ten years of experience as a lawyer;
- (e) \$70.00 per hour for all paralegal work; and

WHEREAS, the Governing Body is satisfied that Mr. Surenian and his firm possess the requisite experience pertaining to such matters; and

WHEREAS, the Governing Body is satisfied that Mr. Surenian and his firm possess the requisite experience pertaining to such matters; and

WHEREAS, pursuant to *N.J.S.A. 40A:11-5(a)(i)*, a professional services contract is exempt from public bidding requirements; and

WHEREAS, because the value of this contract is anticipated to be in excess of \$15,000 (the Borough's local pay-to-play limit), this contract has been awarded under the "alternative process" pursuant to *N.J.S.A. 19:44A-20.4 et seq.* (the "Pay-to-Play Law"), and has been awarded to the contractor based upon the merits and abilities of the contractor to provide the services necessary; and

WHEREAS, because this contract has been awarded under the "alternative process," Mr. Surenian has completed and submitted a Business Entity Disclosure Certification which certifies that neither he nor his firm has made any reportable contributions (\$300 or more) to a political or candidate committee in the Borough of Montvale with the elected officials in the previous one year, and that the contract will prohibit said persons and entities from making any reportable contributions (\$300 or more) through the term of the contract; and

WHEREAS, the Governing Body is desirous of awarding a contract to Jeffrey R. Surenian and Associates, LLC, in an initial amount not to exceed \$25,000.00 without further authorization of the Governing Body, at the hourly rates set forth above; and

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

NOW, THEREFORE, BE IT RESOLVED that a contract is hereby awarded to Jeffrey R. Surenian and Associates, LLC to serve as Special Counsel in connection with the Borough's Affordable Housing Litigation, pursuant to the terms and conditions set forth herein.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and empowered to execute a contract consistent with the provisions and intent of this Resolution, subject to approval of same by the Borough Attorney.

BE IT FURTHER RESOLVED that the Borough Clerk shall publish notice of this contract award in the official newspaper of the Borough, in accordance with *N.J.S.A. 40A:11-5*.

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

BILLS: *Municipal Clerk read the Bill Report*

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

ENGINEER'S REPORT:

Andrew Hipolit

Report/Update

a. Update Fieldstone Field/Synthetic Turf Replacement Options

Option 1 – traditional turf - \$848,729.53

Option 2 – turf and cork - \$1,204,181.69

Option 3 – coolplay - \$932,253.73

After a brief discussion by councilmembers, it was decided to go with Option 33 and to look into how the difference will be funded; speak with the school district;

b. Road Paving Program

Woodland Guide Rail was completed; Bayberry curbing will start;

ATTORNEY REPORT:

Joe Voytus, Esq.

Report/Update

a. Draft Resolution Hiring/Special Counsel

- b. Proposed Draft Agreement/Hiring & Placement Of Special Police Officer III in PHHS/BOM & PVRSD

Motion to approve by Councilmember Koelling; seconded by Councilmember Arendacs – a roll call was taken all ayes with Councilmember Lane voting no

UNFINISHED BUSINESS:

None

NEW BUSINESS:

- a. Request Of Montvale Athletic League/Ballfield Lights/Memorial Fields 1 & 2/Quotation

After a brief discussion, it was decided to get a second quote and find out if MAL will pay for it;

- b. Proposal/Prepare & Furnish/Landscaping Design Plan/Center Of Town/Preparation For Bidding/Forcellati Bros., Inc.

Councilmembers decided to get a second quote;

- c. Monies for Economic Committee

Mayor Ghassali mentioned that \$1,000 has been allocated to fund a network event that Wegmans donated to, another event will take place on August 2nd at the community center and the committee is asking to use the \$1,000; a motion by Councilmember Lane; seconded by Councilmember Koelling – all ayes

COMMUNICATION CORRESPONDENCE:

None

MEETING OPEN TO THE PUBLIC:

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

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

NO PUBLIC COMMENT

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

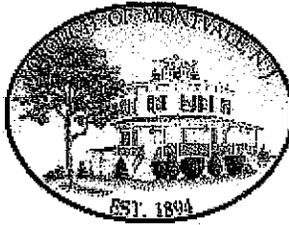
ADJOURNMENT:

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

Meeting adjourned at 9:21pm

The next Meeting of the Mayor and Council will be held August 8, 2017 at 7:30 p.m.

Respectfully submitted, Fran Scordo, Deputy Municipal Clerk



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 156-2017**

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 \$17,688.67 from the State of New Jersey – Solid Waste Administration and wishes to amend its 2017 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 2017 in the sum of \$17,688.67 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:

State of New Jersey – Solid Waste Administration:

Clean Communities Program, and

BE IT FURTHER RESOLVED that a like sum of \$17,688.67 be and hereby appropriated under the caption of:

- General Appropriations
 - (a) Operations - Excluded from "CAPS"
 - Public and Private Programs Off-Set by Revenues:

State of New Jersey – Solid Waste Administration:

Clean Communities Program

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Arendacs						
Curry						
Gloeggler						
Koelling						
Lane						
Weaver						

Adopted: August 8, 2017

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 157-2017**

RE: A Resolution of the Borough of Montvale Authorizing the Execution of an Agreement with the Pascack Valley Regional High School District Board of Education Concerning the Hiring and Placement of Special Police Officer IIIs at Pascack Hills High School

WHEREAS, the State of New Jersey has created a new class of Special Police Officers known as Special Police Officer III (SLEOIII) specifically and solely for the purpose of school security as outlined in NJSA 40A:14-146.10, 40A:14-146.11, 40A:14-146.14, and 40A:14-146.16; and

WHEREAS, the Borough of Montvale (the "Borough") and the Pascack Valley Regional School District (the "District") Board of Education (the "Board") agree that having security personnel that are police officers and specifically trained for school security is a best practice for the safety and security of the students and staff at Pascack Hills High School; and

WHEREAS, the Borough and the Board agree that school security is of the utmost importance to create a safe learning environment for students; and

WHEREAS, the Borough and the Board desire to enter into an agreement concerning the hiring by the Borough and placement of SLEO IIIs in Pascack Hills High School; and

WHEREAS, the Borough and the Board have negotiated an agreement concerning same that is acceptable to the Chief of Police, a copy of which is on file with the Borough Clerk.

NOW, THEREFORE, BE IT RESOLVED that the agreement entitled "AGREEMENT CONCERNING THE HIRING AND PLACEMENT OF SPECIAL POLICE OFFICER IIS IN PASCACK HILLS HIGH SCHOOL BY AND BETWEEN THE BOROUGH OF MONTVALE AND PASCACK VALLEY REGIONAL SCHOOL DISTRICT" is hereby approved, and the Mayor and Borough Clerk are hereby authorized to execute same in substantially the form negotiated, subject to approval as to form by the Borough Attorney; and

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

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Arendacs						
Curry						
Gloeggler						
Koelling						
Lane						
Weaver						

Adopted: August 8, 2017

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

AGREEMENT

**CONCERNING THE HIRING AND PLACEMENT OF SPECIAL POLICE OFFICER IIIS IN
PASCACK HILLS HIGH SCHOOL**

BY AND BETWEEN

THE BOROUGH OF MONTVALE

AND

PASCACK VALLEY REGIONAL SCHOOL DISTRICT

WHEREAS, the State of New Jersey has created a new class of Special Police Officers known as Special Police Officer III (SLEOIII) specifically and solely for the purpose of school security as outlined in NJSA 40A:14-146.10, 40A:14-146.11, 40A:14-146.14, and 40A:14-146.16; and

WHEREAS, the Borough of Montvale (the "Borough") and the Pascack Valley Regional School District (the "District") Board of Education (the "Board") agree that having security that are police officers and specifically trained for school security is a best practice for the safety and security of the students and staff at Pascack Hills High School; and

WHEREAS, the Borough and the Board agree that school security is of the utmost importance to create a safe learning environment for students.

NOW, THEREFORE, IT IS AGREED by and between the Borough and the District that the Borough of Montvale, through the Montvale Police Department, shall hire and make available SLEOIIIs to Pascack Hills High School under the following terms and conditions:

- 1) Rate of pay. The District shall determine the rate of pay for the SLEO IIIs.
- 2) Classification of SLEOIIIs. All SLEOIIIs shall be classified as hourly "at will" employees who are not entitled to pension, health or other benefits from either the Borough or the District.
- 3) Reimbursement/Payment requirements.
 - a. The District agrees to reimburse the Borough for all allowable costs related to the Borough's hiring, training, outfitting and employment of the SLEOIIIs, which shall include:
 - i. Wages and associated payroll costs for the hours worked by the SLEOIIIs
 - ii. All costs associated with the hiring of SLEOIIIs including uniforms, bulletproof vests, equipment, training hours and any other costs associated with the employment, training and outfitting of SLEOIIIs.

- b. SLEOIII's assigned to Pascack Hills High School will turn over time cards signed by the school designee to the Borough of Montvale Police Department for processing on a bi-monthly basis.
 - c. The Borough shall bill the District for all allowable costs set forth herein on a bi-monthly basis matching the Borough's current payroll cycle.
 - d. The District shall reimburse the Borough within thirty (30) days of receipt of a completed bill from the Borough.
- 4) Vetting of officers. The vetting process for SLEOIII's hired by the Borough and assigned to Pascack Hills High School will be agreed upon by both entities prior to appointment of the individual officers.
 - 5) Policies and procedures. The Borough of Montvale Police Department will develop policies and procedures governing the use of SLEOIII's in consultation with the District Superintendent.
 - 6) Assignment and duties. Assignment and daily duties at Pascack Hills High School will be determined by the District Superintendent or his/her designee in accordance with the established Montvale Police Policies and Procedures and State Law.
 - 7) Training. Police training for SLEOIII's will be scheduled and administered by the Montvale Police Department consistent with current policy. All training shall be conducted in consultation with the District to ensure school security is not compromised.
 - 8) Uniforms and equipment. SLEOIII's will be armed with Montvale Police Department service weapons and shall wear uniforms with SLEOIII patches as required by State Law.
 - 9) Term of agreement. This Agreement shall be deemed effective as of the start of the 2017/2018 School Year and shall remain in effect until the end of the 2017/2018 School Year. This Agreement may be revoked prior to its expiration, by either the District or the Borough, upon thirty days' notice.
 - 10) 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.
 - 11) 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.
 - 12) Assignment. There shall be no assignment of this Agreement by any party hereto.
 - 13) 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.

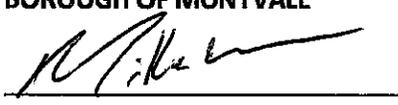
- 14) Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 15) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.
- 16) Reservation. Except as otherwise expressly set forth in this Agreement, the Borough and the District reserve all of their respective rights and powers under Federal Law and the laws of the State of New Jersey.
- 17) Entire Agreement. This Agreement and its provisions constitutes the entire understanding and agreement of the parties regarding all matters covered herein, 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.

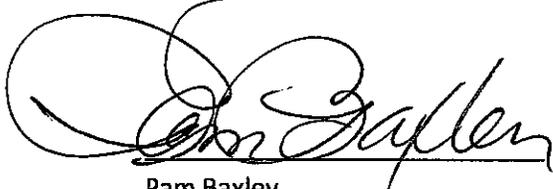
WITNESS


Maureen Iarossi-Alwan,
Borough Administrator/Clerk

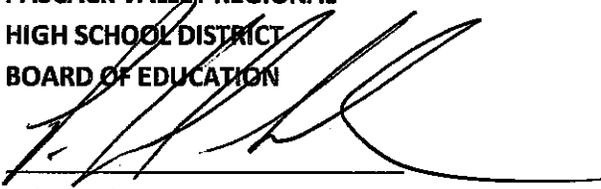
BOROUGH OF MONTVALE

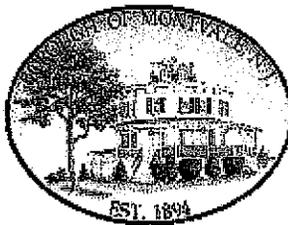

Michael Ghassali
Mayor

WITNESS


Pam Baxley
Business Administrator

**PASCACK VALLEY REGIONAL
HIGH SCHOOL DISTRICT
BOARD OF EDUCATION**


Erik Gundersen
Superintendent



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 158-2017**

RE: A Resolution Awarding a Contract to FieldTurf for the Provision of Artificial Turf for Fieldstone Middle School Synthetic Turf Replacement Project Through a Cooperative Purchasing Agreement with the Keystone Purchasing Network

Whereas, the Borough of Montvale has a need for goods in the form of Artificial Turf in connection with the Fieldstone Middle School Synthetic Turf Replacement Project; and

Whereas, consistent with P.L. 2011, c.139, and N.J.S.A. 52:34-6.2(b), the Borough is desirous of awarding this contract through a national cooperative purchasing agreement; and

Whereas, the Borough Engineer did solicit a quote from FieldTurf under the Keystone Purchasing Network, which the Borough had previously joined as a member; and

Whereas, FieldTurf submitted a proposal for the provision of FieldTurf Classic with CoolPlay Infill, including the Base Bid plus Alternates A1-A6 in the amount of \$522,306.48, which includes a credit for the reuse of existing turf materials; and

Whereas, it was also determined that FieldTurf had submitted all required documentation for this solicitation; and

Whereas, consistent with P.L. 2011, c.139, the Borough Engineer did conduct a cost savings determination justifying the award of this contract under a national cooperative contract; and

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

Whereas, the Borough provided notice to the public and potential bidders of its intention to make this award by way of a Notice of Intent to Award a Contract under a National Cooperative Purchasing Agreement, a copy of which notice is on file with the Borough Clerk, in advance of this award; and

Whereas, the Mayor and Council, in consultation with the Borough Engineer, have determined that sufficient funds are available to perform the work included in Base Bid plus Alternates A1 through A6; and

Whereas, FieldTurf's proposal was within the funds allocated for this project and within the Engineer's revised estimate for this work; and

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

Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Montvale, that a contract for the above-referenced project shall be awarded as follows:

Bidder
 FieldTurf
 7445 Cote-de-Liesse Road
 Montreal, Quebec H4T 1G2

In the amount of:
 Base Bid: \$572,832.76
 Alt A1: \$ 6,583.62
 Alt A2: - \$104,879.50
 Alt A3: \$ 6,129.65
 Alt A4: \$ 1,522.30
 Alt A5: \$ 37,358.67
 Alt A6: \$ 2,758.98
TOTAL: \$522,306.48

Be It Further Resolved that the Mayor and Borough Clerk are hereby authorized to execute a contract to effectuate the purpose of this Resolution, subject to approval by the Borough Engineer and Attorney.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Arendacs						
Curry						
Gloeggler						
Koelling						
Lane						
Weaver						

Adopted: August 8, 2017

ATTEST:

APPROVED:

 Maureen Iarossi-Alwan
 Municipal Clerk

 Michael Ghassali
 Mayor



Engineers
 Planners
 Surveyors
 Landscape Architects
 Environmental Scientists

400 Valley Road, Suite 304
 Mount Arlington, NJ 07856
 T: 973.398.3110
 F: 973.398.3199
 www.maserconsulting.com

July 20, 2017

VIA EMAIL

Maureen Iarossi-Alwan
 Borough Clerk/Borough Administrator
 Borough of Montvale
 12 Mercedes Drive
 Montvale, NJ 07645

Re: Purchase Order – KPN Synthetic Turf
 Keystone Purchasing Network
 Fieldstone Middle School Synthetic Turf Replacement (3 Options)
 Borough of Montvale, Bergen County, New Jersey
MC Project No. MVB-512

Dear Ms. Iarossi-Alwan:

As requested, Maser Consulting has obtained three (3) quotes for the replacement of the synthetic turf at Fieldstone School. The three (3) quotes are attached and summarized as follows. Note that the attached quotes provided by FieldTurf do not include the cost for removal and installation (provided under separate bid by LandTek in the amount of \$409,947.25), but is for supply of materials only:

Option 1

Replacement of 190,690 square feet of synthetic turf, recycling the existing sand and rubber infill and supplementing with new rubber and sand infill.	\$438,782.28
Removal & Installation	<u>\$409,947.25</u>
Total Option 1	\$848,729.53

Option 2

Replacement of 190,690 square feet of synthetic turf and installation of Synthetic turf and cork (Purefill) infill. The existing 13,704 square feet of the 60/90 baseball field that is to remain as part of the project will have half of its infill removed and replaced with cork.	\$794,234.44
Removal & Installation	<u>\$409,947.25</u>
Total Option 2	\$1,204,181.69



Option 3

Replacement of 190,690 square feet of synthetic turf with the bottom half containing ½ rubber and sand and the top half with CoolPlay. This also includes removing ½ of the rubber on the turf that is to remain and replace the rest with CoolPlay.

	\$522,306.48
Removal & Installation	<u>\$409,947.25</u>
Total Option 3	\$932,253.73

Should you have any questions, please do not hesitate to contact my office.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'A. Hipolit'.

Andrew R. Hipolit, P.E., P.P., C.M.E.
Borough Engineer

ARH/cd
Attachments

cc: Mayor and Council (via Clerk)
Carl Bello, Borough Treasurer (via e-mail)

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THE ULTIMATE
SURFACE EXPERIENCE

Date: Tuesday, June 13, 2017

To: Andrew Hipolit
Maser Consulting on behalf of Montvale, NJ

Phone: 973-398-3110

Email: AHipolit@masereconsulting.com

From: Perry DiPiazza, NE Regional Vice-President of Sales

Phone: 201-776-7767

Email: Perry.DiPiazza@external.fieldturf.com

Subject: Fieldstone School, Montvale - KPN Materials Only Proposal

FieldTurf USA, Inc. is pleased to present the following proposal. Price estimates are based off of The Keystone Purchasing Network (KPN) pricing. KPN provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual schools do not have to duplicate the bidding process per KPN Contract # 201202-01.

	Description	Quantity	Units	Unit Price	Total
	Synthetic Turf				
1	Supply only of FieldTurf Classic HD 2" & Revolution 360 2" (FTHD-2 & FTRV360-2) *	190,690	SF	\$2.6000000	\$495,794.00
2	Inlaid Soccer Markings	6	EA	\$7,070.00	DONATED
3	Gmax Testing (1) Test at Install	1	EA	\$1,515.00	DONATED
	Total Project				\$495,794.00
	Voluntary Alternates				
A1	Performance & Payment Bonds	1	LS	\$5,698.21	\$5,698.21
A2	Re-use of existing infill and top dress with ambient	190,690	SF	-\$0.55	-\$104,879.50
A3	GroomRight & SweepRight	1	LS	\$6,060.000000	\$6,060.00
	Performance & Payment Bonds	1	LS	\$69.65	\$69.65
	Total Alternate #3				\$6,129.65
A4	Supply only of Turf for Rust Homeplate Area of Baseball Field	501	SF	\$2.600000	\$1,302.60
	Performance & Payment Bonds	1	LS	\$14.98	\$14.98
	Total Alternate #4				\$1,317.58

Tuesday, June 13, 2017

A5	Supply only of Turf for Softball Infield	12,295	SF	\$2.600000	\$31,967.00
	Performance & Payment Bonds	1	LS	\$367.40	\$367.40
	Total Alternate #5				\$32,334.40
A6	Supply only of Turf for Rust Homeplate and Pitchers Mound Area of Softball Field	908	SF	\$2.600000	\$2,360.80
	Performance & Payment Bonds	1	LS	\$27.14	\$27.14
	Total Alternate #6				\$2,387.94

EXCLUSIONS:

- a) **Installation – Install and site work to be bid separately**
- b) **The base upon which the FieldTurf field will be placed. FieldTurf shall not be responsible for the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.**
- c) **The supply or installation of the field edging**
- d) **Any costs associated with necessary charges relating to the delineation of the field.**
- e) **Unless otherwise specified, does not include any G-max testing.**
- f) **The supply of manholes or clean-outs or grates, or supply of the manhole covers.**
- g) **Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.**
- h) **Site security (I.E. Patrols)**
- i) **Small vehicle to tow FieldTurf maintenance equipment**
- j) **All applicable sales and use taxes, owner to provide a tax exempt certificate**

NOTES:

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) **Alternates A4, A5, A6, and A7 are contingent upon materials being produced and shipped with main field ***
- b) **This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;**
- c) **Final payment shall be upon the substantial completion of FieldTurf's obligations;**
- d) **Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 1.5% per month (19.56% per annum);**
- e) **FieldTurf requires a minimum of 21 days after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires 28 days to install the Product subject to weather and *force majeure*.**
- f) **FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.**
- g) **This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.**

Tuesday, June 13, 2017

- h) FieldTurf shall be accountable for its negligence but shall not be bound by any penalty clauses.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.
- k) The FieldTurf product carries an 8 year 3rd party insured warranty; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of 8 years and there is no third party insurance.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

Please contact Eric Fisher if you have any questions or require additional information regarding FieldTurf's SmartBuy Cooperative Purchasing Program. 888-209-0065, ext. 246 or via e-mail at eric.fisher@fieldturf.com. Be sure to visit our website at www.fieldturf.com





THE ULTIMATE
SURFACE EXPERIENCE

Date: Tuesday, July 18, 2017

To: Andrew Hipolit
Maser Consulting on behalf of Montvale, NJ

Phone: 973-398-3110

Email: AHipolit@maserconsulting.com

From: Perry DiPiazza, NE Regional Vice-President of Sales

Phone: 201-776-7767

Email: Perry.Dipiazza@external.fieldturf.com

Subject: Fieldstone School, Montvale - KPN Materials Only Proposal

FieldTurf USA, Inc. is pleased to present the following proposal. Price estimates are based off of The Keystone Purchasing Network (KPN) pricing. KPN provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual schools do not have to duplicate the bidding process per KPN Contract # 201202-01.

	Description	Quantity	Units	Unit Price	Total
	Synthetic Turf				
1	Supply only of FieldTurf Classic HD 2" & Revolution 360 2" (FTHD-2 & FTRV360-2)***	190,690	SF	\$2.6000000	\$495,794.00
2	Inlaid Soccer Markings	6	EA	\$7,070.00	DONATED
3	Purefill Infill with Versatile and Liner	190,690	SF	\$1.2120	\$231,116.28
4	Gmax Testing (1) Test at Install	1	EA	\$1,515.00	DONATED
	Total Project				\$726,910.28
	Voluntary Alternates				
A1	Performance & Payment Bonds	1	LS	\$8,354.45	\$8,354.45
A2	GroomRight & SweepRight	1	LS	\$6,060.000000	\$6,060.00
	Performance & Payment Bonds	1	LS	\$69.65	\$69.65
	Total Alternate #2				\$6,129.65
A3	Supply only of Turf for Rust Homeplate Area of Baseball Field with Purefill with Versatile and Liner	501	SF	\$3.812000	\$1,909.81
	Performance & Payment Bonds	1	LS	\$21.95	\$21.95
	Total Alternate #3				\$1,931.76

Tuesday, July 18, 2017

A4	Supply only of Turf for Softball Infield with Purefill with Versatile and Liner	12,295	SF	\$3.812000	\$46,868.54
	Performance & Payment Bonds	1	LS	\$538.67	\$538.67
	Total Alternate #4				\$47,407.21
A5	Supply only of Turf for Rust Homeplate and Pitchers Mound Area of Softball Field with Purefill with Versatile and Liner	908	SF	\$3.812000	\$3,461.30
	Performance & Payment Bonds	1	LS	\$39.79	\$39.79
	Total Alternate #5				\$3,501.09

EXCLUSIONS:

- a) Installation – Install and site work to be bid separately
- b) The base upon which the FieldTurf field will be placed. FieldTurf shall not be responsible for the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- c) The supply or installation of the field edging
- d) Any costs associated with necessary charges relating to the delineation of the field.
- e) Unless otherwise specified, does not include any G-max testing.
- f) The supply of manholes or clean-outs or grates, or supply of the manhole covers.
- g) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- h) Site security (I.E. Patrols)
- i) Small vehicle to tow FieldTurf maintenance equipment
- j) All applicable sales and use taxes, owner to provide a tax exempt certificate

NOTES:

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) Please note that the Purefill option would require the full field to be replaced***
- b) Alternates A4, A5, A6, and A7 are contingent upon materials being produced and shipped with main field *
- c) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;
- d) Final payment shall be upon the substantial completion of FieldTurf's obligations;
- e) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 1.5% per month (19.56% per annum);
- f) FieldTurf requires a minimum of 21 days after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires 28 days to install the Product subject to weather and *force majeure*.
- g) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided

Tuesday, July 18, 2017

for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.

- h) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- i) FieldTurf shall be accountable for its negligence but shall not be bound by any penalty clauses.
- j) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- k) All colors are to be chosen from FieldTurf's standard colors.
- l) The FieldTurf product carries an 8 year 3rd party insured warranty; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of 8 years and there is no third party insurance.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

Please contact Eric Fisher if you have any questions or require additional information regarding FieldTurf's SmartBuy Cooperative Purchasing Program. 888-209-0065, ext. 246 or via e-mail at eric.fisher@fieldturf.com. Be sure to visit our website at www.fieldturf.com





THE ULTIMATE
SURFACE EXPERIENCE

Date: Tuesday, July 18, 2017

To: Andrew Hipolit
Maser Consulting on behalf of Montvale, NJ
Phone: 973-398-3110
Email: AHipolit@maserconsulting.com

From: Perry DiPiazza, NE Regional Vice-President of Sales
Phone: 201-776-7767
Email: Perry.DiPiazza@external.fieldturf.com

Subject: Fieldstone School, Montvale - KPN Materials Only Proposal

FieldTurf USA, Inc. is pleased to present the following proposal. Price estimates are based off of The Keystone Purchasing Network (KPN) pricing. KPN provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual schools do not have to duplicate the bidding process per KPN Contract # 201202-01.

	Description	Quantity	Units	Unit Price	Total
	Synthetic Turf				
1	Supply only of FieldTurf Classic HD 2" & Revolution 360 2" (FTHD-2 & FTRV360-2) *	190,690	SF	\$2.6000000	\$495,794.00
2	Inlaid Soccer Markings	6	EA	\$7,070.00	DONATED
3	CoolPlay Infill	190,690	SF	\$0.4040	\$77,038.76
4	Gmax Testing (1) Test at Install	1	EA	\$1,515.00	DONATED
	Total Project				\$572,832.76
	Voluntary Alternates				
A1	Performance & Payment Bonds	1	LS	\$6,583.62	\$6,583.62
A2	Re-use of existing infill	190,690	SF	-\$0.55	-\$104,879.50
A3	GroomRight & SweepRight	1	LS	\$6,060.000000	\$6,060.00
	Performance & Payment Bonds	1	LS	\$69.65	\$69.65
	Total Alternate #3				\$6,129.65
A4	Supply only of Turf for Rust Homeplate Area of Baseball Field with CoolPlay	501	SF	\$3.004000	\$1,505.00
	Performance & Payment Bonds	1	LS	\$17.30	\$17.30
	Total Alternate #4				\$1,522.30

A5	Supply only of Turf for Softball Infield with CoolPlay	12,295	SF	\$3.004000	\$36,934.18
	Performance & Payment Bonds	1	LS	\$424.49	\$424.49
	Total Alternate #5				\$37,358.67
A6	Supply only of Turf for Rust Homeplate and Pitchers Mound Area of Softball Field with CoolPlay	908	SF	\$3.004000	\$2,727.63
	Performance & Payment Bonds	1	LS	\$31.35	\$31.35
	Total Alternate #6				\$2,758.98

EXCLUSIONS:

- a) **Installation – Install and site work to be bid separately**
- b) The base upon which the FieldTurf field will be placed. FieldTurf shall not be responsible for the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- c) The supply or installation of the field edging
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- h) Site security (I.E. Patrols)
- i) Small vehicle to tow FieldTurf maintenance equipment
- j) All applicable sales and use taxes, owner to provide a tax exempt certificate

NOTES:

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) **Alternates A4, A5, A6, and A7 are contingent upon materials being produced and shipped with main field ***
- b) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;
- c) Final payment shall be upon the substantial completion of FieldTurf's obligations;
- d) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 1.5% per month (19.56% per annum);
- e) FieldTurf requires a minimum of 21 days after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires 28 days to install the Product subject to weather and *force majeure*.
- f) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.

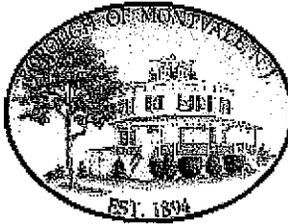
Tuesday, July 18, 2017

- g) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- h) FieldTurf shall be accountable for its negligence but shall not be bound by any penalty clauses.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.
- k) The FieldTurf product carries an 8 year 3rd party insured warranty; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of 8 years and there is no third party insurance.

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Please contact Eric Fisher if you have any questions or require additional information regarding FieldTurf's SmartBuy Cooperative Purchasing Program. 888-209-0065, ext. 246 or via e-mail at eric.fisher@fieldturf.com. Be sure to visit our website at www.fieldturf.com





**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 159-2017**

RE: A Resolution Awarding a Contract to The LandTek Group, Inc. for the Fieldstone School Turf Replacement Project Base Bid Only

Whereas, the Borough has the need for services to remove and replace certain synthetic turf at the Fieldstone School field, the materials for which will be provided under a separate contract; and

Whereas, the Borough did publicly solicit bids for this project pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; and

Whereas, in response to said solicitation, two bids were received; and

Whereas, the Borough Attorney has reviewed these bids for compliance with the bid specifications; and

Whereas, after review of these bids, it was determined that the lowest responsive and responsible bidder appears to be The LandTek Group, Inc.; and

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

Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Montvale that a contract for the above-referenced project shall be awarded as follows:

Bidder

The LandTekGroup, Inc.
235 County Line Road
Amityville, New York 11701

In the amount of:

BASE BID: \$395,033.50

Be It Further resolved that the Mayor and Borough Clerk are hereby authorized to execute a contract to effectuate the purpose of this Resolution, subject to approval by the Borough Engineer and Attorney.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Arendacs						
Curry						
Gloeggler						
Koelling						
Lane						
Weaver						

Adopted: August 8, 2017

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



235 COUNTY LINE ROAD, AMITYVILLE, NY 11701
TEL (631) 691-2381 • FAX (631) 598-8280

July 31, 2017

Maser Consulting P.A.
400 Valley Rd. Suite 304
Mount Arlington, NJ 07856
Attn: Andrew Hipolit, Senior Principal

RE: Fieldstone Middle School Synthetic Turf Replacement (MVB 512)

Dear Mr. Hipolit,

Per your request, The LandTek Group, Inc. will extend its pricing for the above referenced bid until November 1, 2017.

Sincerely,

Michael Ryan
President

The LandTek Group, Inc.
235 County Line Road
Amityville, NY 11701
mryan@landtedkgroup.com
www.landtekgroup.com
Office: (631) 691-2381 ~ Fax: (631) 598-8280



"Building Champions from the Ground Up"

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Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

400 Valley Road, Suite 304
Mount Arlington, NJ 07856
T: 973.398.3110
F: 973.398.3199
www.maserconsulting.com

June 20, 2017

VIA E-MAIL

Maureen Iarossi-Alwan
Borough Clerk/Borough Administrator
Borough of Montvale
12 Mercedes Drive
Montvale, NJ 07643

Re: **Revised Recommendation of Award & Bid Summary**
Fieldstone Middle School Synthetic Turf Replacement
Borough of Montvale, Bergen County, New Jersey
MC Project No.: MVB-512

Dear Ms. Iarossi-Alwan:

At the request of the Borough, Maser Consulting received a revised quotation from FieldTurf dated June 13, 2017 that proposes to re-use, to the extent possible, the existing in-fill and top dress materials in the new synthetic turf installation. This includes the purchase of the new synthetic turf for the existing soccer fields, baseball outfield, baseball batter's box area, softball outfield and the entire softball infield, including the pitcher's mound and batter's box area. This change resulted in a credit (from their original proposal) in the amount of \$104,879.50. The total cost for the supply of the synthetic turf material has been reduced to **\$438,782.28**, which includes all proposed project Alternates (A1 through A6) listed on their attached Proposal.

In addition, separate bids were opened for the removal and disposal of the existing synthetic field turf and installation of a new synthetic field turf on Tuesday, May 23, 2017. The LandTek Group, Inc., 235 County Line Road, Amityville, NY 11701 is the apparent low bidder and appears to have submitted all necessary documents as required by the specifications, pending any comments by the Borough Attorney. After analyzing the two (2) bids received, this office recommends the award of the Base Bid and Alternate Bid "A" for the project in the amount of **\$409,947.25** to LandTek Group, Inc. A copy of the bid summary is attached.

Our recommendation is subject to the approval of bid documents by the Mayor and Council and certification of funds by the Borough.

As you know, the Mayor and Council included \$750,000.00 for this project in the 2017 budget. The above costs total **\$848,729.53**, or \$98,729.53 higher than the amount budgeted. Based on the above, the Borough will need to budget additional monies in the project to cover the costs above the original budgeted amount of \$750,000.00.



Maureen Iarossi-Alwan
MC Project No. MVB-512
June 20, 2017
Page 2 of 2

If you have any questions on this matter, please feel free to contact me.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'A. Hipolit'.

Andrew R. Hipolit, P.E., P.P., C.M.E.
Borough Engineer

ARH/cd

Attachments

cc: Mayor and Council (via Clerk/Administrator)
Rich Campanelli, Public Works Superintendent
Philip Boggia, Esq., Borough Attorney

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THE ULTIMATE
SURFACE EXPERIENCE

Date: Tuesday, June 13, 2017

To: Andrew Hipolit
Maser Consulting on behalf of Montvale, NJ

Phone: 973-398-3110

Email: AHipolit@maserconsulting.com

From: Perry DiPiazza, NE Regional Vice-President of Sales

Phone: 201-776-7767

Email: Perry.DiPiazza@external.fieldturf.com

Subject: Fieldstone School, Montvale - KPN Materials Only Proposal

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	Description	Quantity	Units	Unit Price	Total
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1	Supply only of FieldTurf Classic HD 2" & Revolution 360 2" (FTHD-2 & FTRV360-2) *	190,690	SF	\$2.6000000	\$495,794.00
2	Inlaid Soccer Markings	6	EA	\$7,070.00	DONATED
3	Gmax Testing (1) Test at Install	1	EA	\$1,515.00	DONATED
	Total Project				\$495,794.00
	Voluntary Alternates				
A1	Performance & Payment Bonds	1	LS	\$5,698.21	\$5,698.21
A2	Re-use of existing infill and top dress with ambient	190,690	SF	-\$0.55	-\$104,879.50
A3	GroomRight & SweepRight	1	LS	\$6,060.000000	\$6,060.00
	Performance & Payment Bonds	1	LS	\$69.65	\$69.65
	Total Alternate #3				\$6,129.65
A4	Supply only of Turf for Rust Homeplate Area of Baseball Field	501	SF	\$2.600000	\$1,302.60
	Performance & Payment Bonds	1	LS	\$14.98	\$14.98
	Total Alternate #4				\$1,317.58

Tuesday, June 13, 2017

A5	Supply only of Turf for Softball Infield	12,295	SF	\$2.600000	\$31,967.00
	Performance & Payment Bonds	1	LS	\$367.40	\$367.40
	Total Alternate #5				\$32,334.40
A6	Supply only of Turf for Rust Homeplate and Pitchers Mound Area of Softball Field	908	SF	\$2.600000	\$2,360.80
	Performance & Payment Bonds	1	LS	\$27.14	\$27.14
	Total Alternate #6				\$2,387.94

EXCLUSIONS:

- a) **Installation – Install and site work to be bid separately**
- b) The base upon which the FieldTurf field will be placed. FieldTurf shall not be responsible for the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- c) The supply or installation of the field edging
- d) Any costs associated with necessary charges relating to the delineation of the field.
- e) Unless otherwise specified, does not include any G-max testing.
- f) The supply of manholes or clean-outs or grates, or supply of the manhole covers.
- g) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- h) Site security (I.E. Patrols)
- i) Small vehicle to tow FieldTurf maintenance equipment
- j) All applicable sales and use taxes, owner to provide a tax exempt certificate

NOTES:

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) **Alternates A4, A5, A6, and A7 are contingent upon materials being produced and shipped with main field ***
- b) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;
- c) Final payment shall be upon the substantial completion of FieldTurf's obligations;
- d) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 1.5% per month (19.56% per annum);
- e) FieldTurf requires a minimum of 21 days after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires 28 days to install the Product subject to weather and *force majeure*.
- f) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.
- g) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

Tuesday, June 13, 2017

- h) FieldTurf shall be accountable for its negligence but shall not be bound by any penalty clauses.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.
- k) The FieldTurf product carries an 8 year 3rd party insured warranty; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of 8 years and there is no third party insurance.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

Please contact Eric Fisher if you have any questions or require additional information regarding FieldTurf's SmartBuy Cooperative Purchasing Program. 888-209-0065, ext. 246 or via e-mail at eric.fisher@fieldturf.com. Be sure to visit our website at www.fieldturf.com





BID TABULATION

DATE: TUESDAY, MAY 23, 2017 @ 11 A.M.
 NAME OF PROJECT: FIELDSTONE SCHOOL TURF REPLACEMENT

MC PROJECT NO.: MVB-512
 MUNICIPALITY: BOROUGH OF MONTVALE
 COUNTY: BERGEN COUNTY, NJ

BIDDER 1	BIDDER 2
The LandTek Group, Inc. 235 County Line Road Amityville, NY 11701	Athletic Fields of America 145 River Road Montvale, NJ 07045

BASE BID REMOVAL AND REPLACEMENT OF SYNTHETIC TURF SOCCER FIELDS AND OUTFIELDS

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	SOIL EROSION AND SEDIMENT CONTROL MEASURES	LS	1.00	\$ 6,000.00	\$ 6,000.00	\$ 1,750.00	\$ 1,750.00
2	CLEARING SITE	LS	1.00	\$ 7,200.00	\$ 7,200.00	\$ 5,625.00	\$ 5,625.00
3	NJDOT COARSE AGGREGATE NO. 9 (IF/WHERE DIRECTED)	CY	15.00	\$ 71.00	\$ 1,065.00	\$ 60.00	\$ 900.00
4	HMA MILLING, 3" OR LESS (IF/WHERE DIRECTED)	SY	179.00	\$ 10.25	\$ 1,834.75	\$ 20.00	\$ 3,580.00
5	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK (IF/WHERE DIRECTED)	TON	22.00	\$ 715.00	\$ 15,730.00	\$ 200.00	\$ 4,400.00
6	9" X 18" CONCRETE VERTICAL CURB, WITH 2" FULL DEPTH REPAIR STRIP (IF/WHERE DIRECTED)	LF	14.00	\$ 85.00	\$ 1,190.00	\$ 100.00	\$ 1,400.00
7	REPLACEMENT OF EXISTING CONCRETE TURF FOOTING INCLUDING NAILER BOARD (IF/WHERE DIRECTED)	LF	128	\$ 60.00	\$ 7,680.00	\$ 30.00	\$ 3,840.00
8	REPLACEMENT OF EXISTING NAILER BOARD (IF/WHERE DIRECTED)	LF	511.00	\$ 3.75	\$ 1,916.25	\$ 10.00	\$ 5,110.00
9	REMOVAL AND PROPER DISPOSAL OF EXISTING SYNTHETIC TURF INCLUDING INFILL	SF	193,622.00	\$ 0.40	\$ 77,448.80	\$ 0.88	\$ 172,323.58
10	REMOVAL AND REPLACEMENT OF EXISTING PITCHER'S MOUND AND BATTER'S BOXES	SF	1,468.00	\$ 9.25	\$ 13,579.00	\$ 5.00	\$ 7,340.00
11	INSTALLATION OF SYNTHETIC TURF SURFACE INCLUDING INFILL	SF	193,622.00	\$ 1.20	\$ 232,346.40	\$ 0.94	\$ 182,004.68
12	INSTALLATION OF UNDERPAD (IF/WHERE DIRECTED)	SF	193,622.00	\$ 0.15	\$ 29,043.30	\$ 0.04	\$ 7,744.88
TOTAL BASE BID					\$ 395,033.50	\$	\$ 396,018.14

ALTERNATE BID 'A' REMOVAL AND REPLACEMENT OF SYNTHETIC TURF INFIELD

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1A	REMOVAL AND PROPER DISPOSAL OF EXISTING SYNTHETIC TURF INCLUDING INFILL	SF	13,422	\$ 0.40	\$ 5,368.80	\$ 1.16	\$ 15,569.52
2A	REMOVAL AND REPLACEMENT OF EXISTING PITCHER'S MOUND AND BATTER'S BOXES (CREDIT) (INSERT UNIT COST FOR PAY ITEM NO. 10)	SF	(927)	\$ 9.25	\$ (8,574.75)	\$ 3.00	\$ (2,781.00)
3A	INSTALLATION OF SYNTHETIC TURF SURFACE INCLUDING INFILL	SF	13,422	\$ 1.20	\$ 16,106.40	\$ 2.60	\$ 35,555.00
4A	INSTALLATION OF UNDERPAD (IF/WHERE DIRECTED)	SF	13,422	\$ 0.15	\$ 2,013.30	\$ 0.29	\$ 3,892.38
TOTAL ALTERNATE BID 'A'					\$ 14,913.75	\$	\$ 50,235.90

*Contractor added
 WOTG

BID SCENARIO	TOTAL AMOUNT	TOTAL AMOUNT
BASE BID	\$ 395,033.50	\$ 396,018.14
BASE BID + ALTERNATE BID A	\$ 409,947.25	\$ 448,254.04



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 160-2017**

RE: Special Item Of Revenue And Appropriation - Chapter 159 - Wegmans

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 \$11,000.00 from Wegmans Food Markets, Inc. and wishes to amend its 2017 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 2017 in the sum of \$11,000.00 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:

Donation: Police – Other Expenses, and

BE IT FURTHER RESOLVED that a like sum of \$11,000.00 be and hereby appropriated under the caption of:

General Appropriations

(a)Operations Excluded from "CAPS" Public and Private Programs Off-Set by Revenues:

Donation: Police – Other Expenses

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Arendacs						
Curry						
Gloeggler						
Koelling						
Lane						
Weaver						

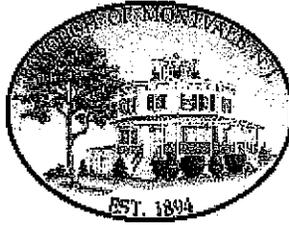
Adopted: August 8, 2017

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 161-2017**

RE: Granting Tenure / Electrical Sub Code Official / Frank Dyer

WHEREAS, Frank Dyer, completed his first four year appointment as Electrical Sub Code Official with the Borough of Montvale on August 1, 2017; and

WHEREAS, his performance has been deemed satisfactory; and

WHEREAS, the position of Electrical Sub-Code Official is required to be tenured in the State of New Jersey and is appointed for a term of four years.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale that tenure be and is hereby granted to Frank Dyer as Electrical Sub-Code Official for the Borough of Montvale, effective July 25, 2017.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Arendacs						
Curry						
Gloegler						
Koelling						
Lane						
Weaver						

Adopted: August 8, 2017

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 162-2017**

RE: Authorize Payment No. 13/New Montvale Firehouse/Unimak LLC

WHEREAS, the Borough of Montvale awarded a contract on April 26, 2016 in connection with the New Montvale Firehouse Project; and

WHEREAS, the original contract amount is \$4,449,000.00 via Resolution #82-2016; and

WHEREAS, the Robbie Conley Architect, LLC approved said payment based on the contract as per the documentation transmittal dated May 31, 2017 which is attached to the original of this resolution; and

WHEREAS, Payment #13 is hereby authorized in the amount of \$197,738.03 to be issued to Unimak, LLC, 82 Midland Avenue, Saddle Brook, NJ 076633 Franklin Avenue, Suite 170 Nutley, NJ 07110-1209; and

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

Total Contract Amount	\$4,449,000.00 Resolution #82-2016
Payment	\$207,230.80 Resolution 138-2016 Payment #1
Payment	\$125,696.76 Resolution 144-2016 Payment #2
Payment	\$188,081.60 Resolution 153-2016 Payment #3
Payment	\$219,199.20 Resolution 171-2016 Payment #4
Payment	\$357,836.56 Resolution 180-2016 Payment #5
Change Order #1	\$0 (26 additional days)
Change Order #2	Credit \$23,000.00 (due to reduction heated slab)
Change Order #2 (continued)	Credit #23,000.00 minus \$19,915.15 (Fire Pole)
	Credit amount total \$3,085.00
Balance, Including Retainage	\$3,350,955.08 as of 11/7/16
Balance w/credit Change Order #2	\$3,347,870.08 Reso.188-2016
Payment	\$273,771.34 Resolution 194-2016 Payment #6
Payment	\$156,559.10 Resolution 53-2017 Payment #7
Payment	\$204,912.37 Resolution 61-2017
Payment	\$56,208.60 Resolution 84-2017
Payment	\$156,514.40 Resolution 106-2017
Payment	\$130,624.90 Resolution 124-2017
Payment #12	\$146,617.80 Resolution 129-2017
Change Order #3	\$44,085.25 (6" Water Service)
Change Order #4	\$31,792.00 (Cupola)
Payment #13	\$197,738.03 Resolution 162-2017
Total Remaining Balance	

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Arendacs						
Curry						
Gloeggler						
Koelling						
Lane						
Weaver						

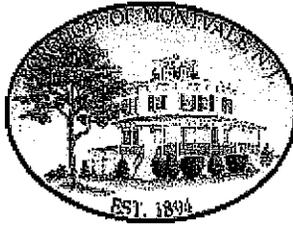
Adopted: August 8, 2017

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 163-2017**

RE: Authorize Payment #3/Final Payment/Montvale Swim Club Pool Demolition/Caravella Demolition

WHEREAS, the Borough of Montvale awarded a contract on December 13, 2016 to Caravella Demolition, Inc. 40 Deforest Avenue, East Hanover, New Jersey 07936 for the Montvale Swim Club Building and Pool Demolition and Site Restoration Project; and

WHEREAS, the original contract amount is \$150,903.79 via Resolution #193-2016; and

WHEREAS, the Borough Engineer in a letter dated July 31, 2017 which is attached to the original of this resolution has monitored this project and recommends Payment #3 Final Payment in the amount of \$13,589.68; and

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

Total Contract Amount	\$ 150,903.79	Resolution 193-2016
Payment #1	\$ (76,712.43)	Resolution 63-2017
Change Order #1	\$ 3,293.75	Resolution 104-2017
Change Order #2	\$ (7,843.71)	
Payment #2	\$ 56,051.72	Resolution 148-2017
Payment #3 Final	\$ 13,589.68	

NOW THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Montvale authorize Final Payment #3 in the amount of \$13,589.68 pending a two year Maintenance Bond be posted in the amount of \$21,953.00 to commence on June 9, 2017 prior to the release.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Arendacs						
Curry						
Gloeggler						
Koelling						
Lane						
Weaver						

Adopted: August 8, 2017

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



Engineers
 Planners
 Surveyors
 Landscape Architects
 Environmental Scientists

400 Valley Road, Suite 304
 Mount Arlington, NJ 07856
 T: 973.398.3110
 F: 973.398.3199
 www.maserconsulting.com

July 31, 2017

VIA E-MAIL

Maureen Iarossi-Alwan
 Borough Clerk/Borough Administrator
 Borough of Montvale
 12 Mercedes Drive
 Montvale, NJ 07643

Re: Montvale Swim Club Pool Demolition
Progress Payment #3 Final
 Borough of Montvale, Bergen County, NJ
MC Project No. MVB-472

Dear Ms. Iarossi-Alwan:

Caravella Demolition, Inc., Contractor for the above referenced project, has requested Progress Payment No. 3 (Final) for the completion of the work related to the Montvale Swim Club Pool Demolition. Our office has been monitoring the project and as-built quantities for contract items.

Enclosed please find the following documents:

- Progress Payment No. 3, dated 7/20/2017, prepared by Maser Consulting P.A., consisting of one (1) page;
- Copy of AIA Application for Payment No. 3 Revised, dated 7/18/17, prepared by Caravella Demolition, Inc., consisting of two (2) pages; and
- Payroll Certificates for the project.

The payment breakdown is as follows:

Original Contract Amount (Base Bid)	\$150,903.79
Change Order #1	\$3,293.75
<u>Change Order #2</u>	<u>(\$7,843.71)</u>
Adjusted Contract Amount	\$146,353.83
Amount Completed To Date	\$146,353.83
Less 2% Retainage	(\$0.00)
<u>Less Previous Payment</u>	<u>(\$132,764.15)</u>
Amount Due Progress Payment No. 3	\$13,589.68

The contractor has completed the work in substantial conformance with the contract items. We take no exception to the work completed under this contract.



Maureen Iarossi-Alwan
MC Project No. MVB-472
July 31, 2017
Page 2 of 2

Based upon our review, we recommend the processing of the attached Progress Payment No. 3 (Final) in the amount of **\$13,589.68** to Caravella Demolition, Inc.

The Contractor shall provide the Borough with a two year maintenance bond in the amount of **\$21,953.00**. The Maintenance bond shall begin on June 9, 2017. The Contractor shall submit the maintenance bond to our office for review and approval before final payment is issued.

Thank you for your kind attention to this matter. Please contact me if you have any questions.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to be 'A. Hipolit', written over a horizontal line.

Andrew R. Hipolit, P.E., P.P., C.M.E.
Borough Engineer

ARH/tva
Enclosures

cc: Mayor and Council (via Clerk/Administrator)
Carl Bello, Treasurer
Christine Kalafut, Treasury Bookkeeper
Caravella Demolition, Inc.



BOROUGH OF MONTVALE
 THE MONTVALE SWIM CLUB
 CARAVILLA DEMOLITION, INC.
 40 FOREST AVENUE, EAST HANOVER, NJ 07936

PROCESS PAYMENT #3 (FP)
 PROJECT NO. MVB476
 DATE ISSUED: 7/20/2017

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE
1	SOIL EROSION AND SEDIMENT CONTROL	1.00	LS	\$ 5,759.90	1.00	0.00	\$ -	1.00	1.00	\$ 5,759.90
2	BUILDING DEMOLITION (MAIN BUILDING AND POOL PUMP HOUSE)	1.00	LS	\$ 11,599.80	1.00	0.00	\$ -	1.00	1.00	\$ 11,599.80
3	BUILDING DISPOSAL	1.00	LS	\$ 9,492.30	1.00	0.00	\$ -	1.00	1.00	\$ 9,492.30
4	CLEARING SITE	1.00	LS	\$ 7,771.00	1.00	0.00	\$ -	1.00	1.00	\$ 7,771.00
5	SITE RESTORATION	1.00	LS	\$ 9,625.80	1.00	0.00	\$ -	1.00	1.00	\$ 9,625.80
6	POOL DEMOLITION AND DISPOSAL (ADULT AND KID POOLS)	1.00	LS	\$ 43,645.09	1.00	0.00	\$ -	1.00	1.00	\$ 43,645.09
7	CERTIFIED CLEAN FILL	3500.00	CY	\$ 16.00	3,620.00	421.47	\$ 7,568.48	3,078.53	3,500.00	\$ 59,000.00
CC01	WELL DECOMMISSIONING OF WATER LINE	1.00	LS	\$ 3,293.76	1.00	1.00	\$ 3,293.76	0.00	1.00	\$ 3,293.76
CC02A	CERTIFIED CLEAN FILL (Qty not used in Item #7)	421.47	CY	\$ (18.00)	421.47	0.00	\$ -	421.47	421.47	\$ (7,586.46)
CC02B	AQUATIC ACCESS MODEL 160 CHAIR LIFT CREDIT	1.00	LS	\$ (267.50)	1.00	0.00	\$ -	1.00	1.00	\$ (267.50)
Total \$							10,992.21	Total	Total \$ 148,353.83	

ORIGINAL CONTRACT AMOUNT	\$150,005.76
CHANGE ORDER NO. 1	\$3,293.76
CHANGE ORDER NO. 2	-\$7,845.71
ADJUSTED CONTRACT AMOUNT	\$148,353.83
TOTAL COMPLETED TO DATE	\$ 148,353.83
RETAINAGE (2% OF COMPLETED WORK)	(-)
SUBTOTAL	\$ 148,353.83
LESS PREVIOUS PAYMENTS:	(-) \$ (132,784.15)
TOTAL AMOUNT DUE:	\$ 15,569.68

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES 1

TO OWNER:
 Borough Of Montvale
 12 Mercedes Drive
 Montvale, NJ 07645

FROM CONTRACTOR:
 Caravella Demolition Inc
 40 Deforest Ave.
 East Hanover, NJ 07936

CONTRACT FOR:

PROJECT: The Borough of Montvale
 Montvale Swim Club
 100 Memorial Dr.
 Montvale, NJ

VIA ARCHITECT:

APPLICATION NO: 3

PERIOD TO: 6/30/17

PROJECT NOS:

CONTRACT DATE:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	150,903.79
2. Net change by Change Orders	\$	(4,549.96)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	146,353.83
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	135,473.62
5. RETAINAGE:		
a. 2 % of Completed Work (Column D + E on G703)	\$	
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	132,764.15
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	132,764.15
8. CURRENT PAYMENT DUE	\$	13,589.68
9. BALANCE TO FINISH, INCLUDING RETAIN (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$3,293.75	(\$7,843.71)
Total approved this Month		
TOTALS		
NET CHANGES by Change Order	\$3,293.75	(\$7,843.71)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *John Caravella*

Date: 7/18/17

State of New Jersey County of: MORRIS
 Subscribed and sworn to before me this 18th day of July
 Notary Public: *Leonarda Caravella*
 My Commission expires: 12/1/2021

LEONARDA CARAVELLA
 NOTARY PUBLIC

ARCHITECT'S CERTIFICATE FOR PAYMENT OF NEW JERSEY

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: *John Caravella*

Date: 7/26/2017

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 3
APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 6/30/2017

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Soil Erosion	\$5,799.90	\$5,799.90			\$5,799.90	100.00%		
2	Building & Pump House Demolition	\$11,599.80	\$11,599.80			\$11,599.80	100.00%		
3	Building Disposal	\$9,462.20	\$9,462.20			\$9,462.20	100.00%		
4	Site Clearing	\$7,771.00	\$7,771.00			\$7,771.00	100.00%		
5	Site Restoration	\$9,625.80	\$9,625.80			\$9,625.80	100.00%		
6	Pool Demolition & Disposal Main Pool & Kidde Pool	\$43,645.09	\$43,645.09			\$43,645.09	100.00%		
7	Certified Clean Fill	\$63,000.00	\$55,413.54			\$55,413.54	87.96%		
8	Change Order	\$3,293.75	\$3,293.75			\$3,293.75	100.00%		
	Change order -Chair lift	(\$257.25)	(\$257.25)			(\$257.25)	100.00%		
	Change order- Certified Clean Fill	(\$7,586.46)							
GRAND TOTALS		\$146,353.83	\$146,353.83	\$0.00	\$0.00	\$146,353.83	100.00%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



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200 Valley Road, Suite 400
Mount Arlington, NJ 07856
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F: 973.398.3199
www.maserconsulting.com

August 1, 2017

VIA E-MAIL

Maureen Iarossi-Alwan
Borough Clerk/Borough Administrator
Borough of Montvale
12 Mercedes Drive
Montvale, NJ 07643

Re: Montvale Intersections Improvements
Progress Payment No. 2
Borough of Montvale, Bergen County, NJ
MC Proposal No. MVP-197C

Dear Ms. Iarossi-Alwan:

New Prince Concrete Construction Co. Inc., Contractor for the above referenced project, has requested Progress Payment No. 2 for the work related to the Montvale Intersections Improvements. Our office has been monitoring the project and as-built quantities for contract items completed through July 2017.

Attached please find the following documents:

- Progress Payment No. 2, dated August 1, 2017, prepared by Maser Consulting;
- Payment Application No. 2 dated July 1 through July 31, 2017, prepared by New Prince Concrete Construction Co. Inc.;
- Police Invoice Spreadsheet, prepared by Maser Consulting.

The payment breakdown is as follows:

<u>Original Contract Amount (Base Bid)</u>	<u>\$2,064,244.05</u>
Amount Completed To Date	\$464,790.10
Less 2% Retainage	(\$9,295.80)
<u>Less Previous Payment</u>	<u>(\$197,554.28)</u>
Amount Due Progress Payment No. 2	\$257,940.02

Based upon our review, we recommend processing the attached Progress Payment No. 2 in the amount of **\$257,940.02** to New Prince Concrete Construction Co. Inc.



Maureen Iarossi-Alwan
MC Project No. MVP197C
August 1, 2017
Page 2 of 2

We do not recommend releasing any payments until the Contractor has provided our office for review and approval with certified payroll certificates covering the July 1st to July 30th timeframe.

Thank you for your kind attention to this matter. Please contact me if you have any questions.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'Andrew R. Hipolit'.

Andrew R. Hipolit, P.E., P.P., C.M.E.
Borough Engineer

ARH/tva

Attachments

cc: Mayor and Council (via Clerk/Administrator)
Carl Bello, Borough Treasurer
Christine Kalafut, Treasury Bookkeeper
New Prince Concrete Construction Co. Inc.



BOROUGH OF MONTVALE
 Montvale Intercession Improvements
 New Priton Concrete Construction Co. Inc.
 216 Ellen Terrace, Hekkerack, New Jersey 07651

Progress Payment #2
 PROJECT NO. MUP197C
 DATE ISSUED: 8/1/2017

BASE BID										
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE
59	NONVEGETATIVE SURFACE, HOT MIX ASPHALT	35.00	SY	\$ 30.00	35	35.00	\$ 1,050.00	0.00	35.00	\$ 1,050.00
60	BEAM GUIDE RAIL	40.00	LF	\$ 54.00	40	0.00	\$ -	0.00	0.00	\$ -
61	RUB RAIL	40.00	LF	\$ 40.00	40	0.00	\$ -	0.00	0.00	\$ -
62	CONTROLLED RELEASE TERMINAL	1.00	UNIT	\$ 2,100.00	1	0.00	\$ -	0.00	0.00	\$ -
63	CONTROLLED RELEASE TERMINAL ANCHORAGE	1.00	UNIT	\$ 2,400.00	1	0.00	\$ -	0.00	0.00	\$ -
64	BEAM GUIDE RAIL ANCHORAGE	1.00	UNIT	\$ 2,000.00	1	0.00	\$ -	0.00	0.00	\$ -
65	TRAFFIC STRIPES, 4"	336.00	LF	\$ 0.60	336	0.00	\$ -	0.00	0.00	\$ -
66	TRAFFIC STRIPES, 6"	1900.00	LF	\$ 0.60	18,000	0.00	\$ -	0.00	0.00	\$ -
67	TRAFFIC STRIPES, 8"	2880.00	LF	\$ 1.00	2,880	0.00	\$ -	0.00	0.00	\$ -
68	TRAFFIC MARKINGS	8115.00	SF	\$ 3.25	6,115	0.00	\$ -	0.00	0.00	\$ -
69	REMOVAL OF TRAFFIC STRIPES	4750.00	LF	\$ 0.60	4,750	0.00	\$ -	0.00	0.00	\$ -
70	REMOVAL OF TRAFFIC MARKINGS	400.00	SF	\$ 3.00	400	0.00	\$ -	0.00	0.00	\$ -
71	REGULATORY AND WARNING SIGNS	548.59	SF	\$ 35.00	547	0.00	\$ -	0.00	0.00	\$ -
72	NO ITEM	-	-	-	-	0.00	\$ -	0.00	0.00	\$ -
73	RECONSTRUCTED MANHOLE, SANITARY SEWER, USING EXISTING	17.00	UNIT	\$ 1.00	17	0.00	\$ -	0.00	0.00	\$ -
74	NO ITEM	-	-	-	-	0.00	\$ -	0.00	0.00	\$ -
75	RELOCATE HIGH SCHOOL, ELECTRONIC SIGN	1.00	UNIT	\$ 10,000.00	1	0.00	\$ -	0.00	0.00	\$ -
76	NO ITEM	-	-	-	-	0.00	\$ -	0.00	0.00	\$ -
77	2" RIGID METALLIC CONDUIT	136.00	LF	\$ 4.00	136	0.00	\$ -	0.00	0.00	\$ -
78	3" RIGID NONMETALLIC CONDUIT	1732.50	LF	\$ 44.00	1,740	0.00	\$ -	0.00	0.00	\$ -
79	1/2" X 3/4" JUNCTION BOX	30.00	UNIT	\$ 2,100.00	30	0.00	\$ -	0.00	0.00	\$ -
80	NO ITEM	-	-	-	-	0.00	\$ -	0.00	0.00	\$ -
81	FOUNDATION, TYPE P-MBCG	3.00	UNIT	\$ 3,300.00	3	0.00	\$ -	0.00	0.00	\$ -
82	FOUNDATION, TYPE TBLF	12.00	UNIT	\$ 1,400.00	12	0.00	\$ -	0.00	0.00	\$ -
83	FOUNDATION, TYPE STF	12.00	UNIT	\$ 8,200.00	12	0.00	\$ -	0.00	0.00	\$ -
84	NO ITEM	-	-	-	-	0.00	\$ -	0.00	0.00	\$ -
85	METER CABINET, TYPE T-15	3.00	UNIT	\$ 2,000.00	3	0.00	\$ -	0.00	0.00	\$ -
86	GROUND WIRE, NO. 8 AWG	1384.90	LF	\$ 2.00	1,685	0.00	\$ -	0.00	0.00	\$ -
87	SERVICE WIRE, NO. 8 AWG	610.00	LF	\$ 2.00	610	0.00	\$ -	0.00	0.00	\$ -
88	CONTROLLER, 8 PHASE	3.00	UNIT	\$ 14,000.00	3	0.00	\$ -	0.00	0.00	\$ -
89	NO ITEM	-	-	-	-	0.00	\$ -	0.00	0.00	\$ -
90	TRAFFIC SIGNAL STANDARD, STEEL	12.00	UNIT	\$ 5,600.00	12	0.00	\$ -	0.00	0.00	\$ -
91	PEDESTRIAN SIGNAL STANDARD - 10"	12.00	UNIT	\$ 800.00	12	0.00	\$ -	0.00	0.00	\$ -
92	NO ITEM	-	-	-	-	0.00	\$ -	0.00	0.00	\$ -
93	TRAFFIC SIGNAL MAST ARM, STEEL	12.00	UNIT	\$ 3,780.00	12	0.00	\$ -	0.00	0.00	\$ -
94	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	3995.99	LF	\$ 2.00	3,855	0.00	\$ -	0.00	0.00	\$ -
95	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR	3255.00	LF	\$ 2.00	3,855	0.00	\$ -	0.00	0.00	\$ -
96	TRAFFIC SIGNAL CABLE, 7 CONDUCTOR	5760.00	LF	\$ 2.00	5,760	0.00	\$ -	0.00	0.00	\$ -
97	TRAFFIC SIGNAL HEAD	42.00	UNIT	\$ 1,200.00	42	0.00	\$ -	0.00	0.00	\$ -
98	PEDESTRIAN SIGNAL HEAD	24.00	UNIT	\$ 500.00	24	0.00	\$ -	0.00	0.00	\$ -
99	PUSH BUTTON	24.00	UNIT	\$ 1,400.00	24	0.00	\$ -	0.00	0.00	\$ -
100	IMAGE DETECTOR	12.00	UNIT	\$ 8,500.00	12	0.00	\$ -	0.00	0.00	\$ -
101	INTERIM TRAFFIC SIGNAL SYSTEM LOCATION NO. 1	1.00	LS	\$ 10,000.00	1	0.00	\$ -	0.00	0.00	\$ -
102	INTERIM TRAFFIC SIGNAL SYSTEM LOCATION NO. 2	1.00	LS	\$ 10,000.00	1	0.25	\$ 2,500.00	0.00	0.25	\$ 2,500.00
103	SPS UNIT	5.00	UNIT	\$ 1,800.00	5	0.00	\$ -	0.00	0.00	\$ -
104	CONTROLLER TURN-ON	3.00	UNIT	\$ 2,000.00	3	0.00	\$ -	0.00	0.00	\$ -
105	1/2" CABINET SKIRT WITH BATTERY BACK-UP	5.00	UNIT	\$ 12,000.00	5	0.00	\$ -	0.00	0.00	\$ -
106	REFLECTORIZED MAST ARM STREET NAME SIGNS, DOUBLE-SIDED	93.00	SF	\$ 60.00	99	0.00	\$ -	0.00	0.00	\$ -
107	INTERIM TRAFFIC SIGNAL SYSTEM LOCATION NO. 3	1.00	LS	\$ 1.00	1	0.00	\$ -	0.00	0.00	\$ -
108	NO ITEM	-	-	-	-	0.00	\$ -	0.00	0.00	\$ -
109	TOPSOILING, 4" THICK	4000.00	SY	\$ 3.00	4,000	1500.00	\$ 4,500.00	0.00	1,500.00	\$ 4,500.00
110	FERTILIZING AND SEEDING, TYPE A-3	4000.00	SY	\$ 1.25	4,000	1500.00	\$ 1,875.00	0.00	1,500.00	\$ 1,875.00
111	STRAW MULCHING	4000.00	SY	\$ 1.25	4,000	1500.00	\$ 1,875.00	0.00	1,500.00	\$ 1,875.00
112	NO ITEM	-	-	-	-	0.00	\$ -	0.00	0.00	\$ -
113	NEW ELECTRIC SERVICE - AM-TREE NURSERY SCHOOL	1.00	LS	\$ 40,000.00	1	0.00	\$ -	0.00	0.00	\$ -



BOROUGH OF MONTVALE
 Montvale Intersection Improvements
 New Prince Concrete Construction Co., Inc.
 318 Eileen Terrace, Hackensack, New Jersey 07601

Progress Payment #2
 PROJECT NO. RVP197C
 DATE ISSUED: 01/2017

BASE BID										
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE
114	NURSERY SCHOOL LANDSCAPING, LEYLAND CYPRESS	50.00	UNIT	\$ 450.00	60	0.00	\$ -	0.00	0.00	\$ -
115	LINCOLN APRONS AND CURBS (FWHERE DIRECTED)	1.00	LS	\$ 1,000.00	1	0.00	\$ -	0.00	0.00	\$ -
116	DECIDUOUS TREES, 3" - 3 1/2" CALIBER (FWHERE DIRECTED)	5.00	UNIT	\$ 400.00	6	0.00	\$ -	0.00	0.00	\$ -
117	EVERGREEN TREES, 7' - 8' HEIGHT (FWHERE DIRECTED)	11.00	UNIT	\$ 350.00	11	0.00	\$ -	0.00	0.00	\$ -
118	FLOWERING TREES, 10' - 12' HEIGHT (FWHERE DIRECTED)	11.00	UNIT	\$ 650.00	11	0.00	\$ -	0.00	0.00	\$ -
119	SHRUBS, 24" - 36" HEIGHT (FWHERE DIRECTED)	71.00	UNIT	\$ 100.00	71	0.00	\$ -	0.00	0.00	\$ -
120	HARDWOOD BARK MULCH (FWHERE DIRECTED)	100.00	CY	\$ 48.00	106	0.00	\$ -	0.00	0.00	\$ -
121	CONVEYENCE STONE, 4" THICK	45.00	SY	\$ 15.00	45	0.00	\$ -	0.00	0.00	\$ -
TOTAL BASE BID:				\$2,044,244.05			Total Invoice \$ 283,204.10		To Date \$ 464,786.10	

ORIGINAL CONTRACT AMOUNT	\$2,064,244.05
CHANGE ORDER NO. 1	
ADJUSTED CONTRACT AMOUNT	\$2,064,244.05
TOTAL COMPLETED TO DATE	\$ 464,786.10
RETAINAGE (5% OF COMPLETED WORK)	\$ (8,285.60)
SUBTOTAL:	\$ 456,499.50
LESS PREVIOUS PAYMENTS:	\$ (187,584.28)
TOTAL AMOUNT DUE:	\$ 268,915.22

PROJECT: Montvale Intersection Improvements Borough of Montvale	BOROUGH OF MONTVALE JOB# 270 APPLICATION NO: 2 DATE: July 1, 2017 THROUGH July 31, 2017	CONTRACTOR: NEW PRINCE CONCRETE CONSTRUCTION CO., INC. 215 ELLEEN TERRACE HACKENSACK, NEW JERSEY 07601 SUB-CONTRACTOR: NP
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CONTRACT INFORMATION	
Original Contract Amount	\$2,064,224.05
Amended Contract Amount	\$2,064,224.05
Final Contract Amount	
Total Work Completed	\$477,387.10
2% Retainage Released	\$9,547.74
Net Amount Due	\$467,839.36
Less Previous Payment	\$197,554.28
Due This Estimate	\$270,285.08
% of Work Complete	23.13%

PAYMENT #	AMOUNT PAID	DATE
PAYMENT #1		
PAYMENT #2		
PAYMENT #3		
PAYMENT #4		
PAYMENT #5		
PAYMENT #6		
PAYMENT #7		
PAYMENT #8		
PAYMENT #9		
PAYMENT #10		
PAYMENT #11		
PAYMENT #12		
PAYMENT #13		
PAYMENT #14		
PAYMENT #15		
PAYMENT #16		
PAYMENT #17		
PAYMENT #18		
PAYMENT #19		
PAYMENT #20		

CHANGE ORDER #	AMOUNT PAID	DATE
CHANGE ORDER #1		
CHANGE ORDER #2		
CHANGE ORDER #3		
CHANGE ORDER #4		
CHANGE ORDER #5		
CHANGE ORDER #6		
CHANGE ORDER #7		
CHANGE ORDER #8		
CHANGE ORDER #9		
CHANGE ORDER #10		
CHANGE ORDER #11		
CHANGE ORDER #12		
CHANGE ORDER #13		
CHANGE ORDER #14		
CHANGE ORDER #15		
CHANGE ORDER #16		
CHANGE ORDER #17		
CHANGE ORDER #18		
CHANGE ORDER #19		
CHANGE ORDER #20		

IN SUBMITTING THIS INVOICE, IT IS HEREBY CERTIFIED THAT MINIMUM PREVAILING WAGES HAVE BEEN PAID.

FIRM: New Prince Concrete Construction Company, Inc.
 APPROVED BY: _____
 TITLE: _____
 DATE: _____

For Use by Consultant (if applicable)

REVIEWED FIRM: _____
 REVIEWED BY: _____
 TITLE: _____
 DATE: _____

TOTAL AMOUNT		\$2,064,284.55	\$201,586.00	\$275,801.10	\$477,387.10					
ITEM INFORMATION		CONTRACT QUANTITY			PREVIOUS QUANTITY		QUANTITY THIS EST.		TOTALS	
CONTRACT	ITEM #	DESCRIPTION	UNIT	UNIT PRICE	QUANT.	AMOUNT	QUANT.	AMOUNT	QUANT.	AMOUNT
1	1	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	2	Field Office Type A	Unit	\$25,000.00	1.00	\$25,000.00	0.00	\$0.00	0.00	\$0.00
1	3	Silt Fence	LF	\$8.00	1,260.00	\$9,780.00	600.00	\$1,800.00	0.00	\$0.00
1	4	Inlet Filter, Type 2, 2' x 4'	Unit	\$100.00	18.00	\$1,800.00	12.00	\$1,200.00	0.00	\$0.00
1	5	Inlet Filter, Type 2, 4' x 4'	Unit	\$200.00	2.00	\$400.00	2.00	\$400.00	0.00	\$0.00
1	6	Breakaway Barricade	Unit	\$100.00	15.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00
1	7	Drum	Unit	\$50.00	45.00	\$2,250.00	45.00	\$2,250.00	0.00	\$0.00
1	8	Traffic Cone	Unit	\$15.00	45.00	\$675.00	45.00	\$675.00	0.00	\$0.00
1	9	Construction Sign	Unit	\$18.00	280.00	\$5,040.00	280.00	\$5,040.00	0.00	\$0.00
1	10	Flashing Arrow Board, 2' x 4'	Unit	\$2,000.00	1.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00
1	11	Police Traffic Directors	Allowance	\$100.00	40,000.00	\$40,000.00	0.00	\$0.00	0.00	\$0.00
1	12	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	13	Fuel Price Adjustment	Allowance	\$1.00	1,000.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00
1	14	Asphalt Price Adjustment	Allowance	\$1.00	1,000.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00
1	15	Clearing Site	LS	\$1.00	60,000.00	\$60,000.00	15,000.00	\$15,000.00	15,000.00	\$15,000.00
1	16	Excavation, Test Pit	CY	\$0.01	250.00	\$2.50	0.00	\$0.00	0.00	\$0.00
1	17	Excavation, Undersized	CY	\$28.00	2,605.00	\$72,940.00	1,800.00	\$50,400.00	200.00	\$5,600.00
1	18	Removal of Pavement	SY	\$4.90	1,215.00	\$5,952.50	600.00	\$2,940.00	0.00	\$0.00
1	19	Disposal of Regulated Material	Ton	\$85.00	20.00	\$1,700.00	0.00	\$0.00	0.00	\$0.00
1	20	Soil Sampling and Analysis, Regulated	Unit	\$1.00	5.00	\$5.00	0.00	\$0.00	0.00	\$0.00
1	21	1-1/2" Soil Aggregate	CY	\$95.00	150.00	\$14,250.00	0.00	\$0.00	10.00	\$950.00
1	22	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	23	DSA Base Course, 4" Thick	SY	\$6.00	290.00	\$1,740.00	0.00	\$0.00	599.00	\$3,594.00
1	24	DSA Base Course, 8" Thick	SY	\$9.00	3,120.00	\$28,080.00	1,600.00	\$14,400.00	324.00	\$2,916.00
1	25	HMA Milling, 3" or Less	SY	\$4.25	17,400.00	\$73,950.00	0.00	\$0.00	0.00	\$0.00
1	26	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	27	HMA Pavement Repair	SY	\$20.00	100.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00
1	28	Polymerized Joint Adhesive	LF	\$0.01	11,940.00	\$119.40	0.00	\$0.00	0.00	\$0.00
1	29	Tack Coat	Gal	\$0.01	1,600.00	\$16.00	0.00	\$0.00	0.00	\$0.00
1	30	Prime Coat	Gal	\$0.01	290.00	\$2.90	0.00	\$0.00	0.00	\$0.00
1	31	HMA 12.5M64 Surface Course	Ton	\$73.00	2,730.00	\$199,290.00	0.00	\$0.00	0.00	\$0.00
1	32	HMA 19M54 Base Course	Ton	\$80.00	1,135.00	\$90,800.00	0.00	\$0.00	464.02	\$37,121.60
1	33	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	34	Modular Block Wall	SF	\$85.00	590.00	\$50,150.00	137.00	\$11,645.00	0.00	\$0.00
1	35	18" Reinforced Concrete Pipe	LF	\$88.00	90.00	\$7,920.00	14.00	\$1,232.00	0.00	\$0.00
1	36	24" Reinforced Concrete Pipe	LF	\$70.00	140.00	\$9,800.00	38.00	\$2,660.00	0.00	\$0.00
1	37	18" Reinforced Concrete Pipe	LF	\$90.00	430.00	\$38,700.00	96.00	\$8,640.00	0.00	\$0.00
1	38	Inlet, Type B	Unit	\$3,000.00	9.00	\$27,000.00	8.00	\$24,000.00	0.00	\$0.00
1	39	Inlet, Type B2	Unit	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00	2.00	\$6,000.00
1	40	Inlet, Type B2 Special	Unit	\$4,500.00	1.00	\$4,500.00	0.00	\$0.00	0.00	\$0.00
1	41	Inlet, Type B2 Special	Unit	\$4,500.00	1.00	\$4,500.00	1.00	\$4,500.00	1.00	\$4,500.00
1	42	Manhole, 4' Diameter	Unit	\$3,000.00	1.00	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00
1	43	Inlet Converted to Manhole	Unit	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00	0.00	\$0.00
1	44	Reset Existing Casting	Unit	\$400.00	1.00	\$400.00	0.00	\$0.00	0.00	\$0.00
1	45	Set Inlet Casting, Type B	Unit	\$2,000.00	1.00	\$2,000.00	0.00	\$0.00	1.00	\$2,000.00
1	46	Reconstructed Inlet, Type B, Using New Casting	Unit	\$2,000.00	2.00	\$4,000.00	2.00	\$4,000.00	0.00	\$0.00
1	47	Reconstruct Inlet, Type B, Using New Casting	Unit	\$2,000.00	1.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00
1	48	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	49	Chain Link Fence, 6' High	LF	\$46.00	240.00	\$10,920.00	0.00	\$0.00	70.00	\$3,220.00
1	50	Concrete Sidewalk, 4" Thick	SY	\$62.00	1,575.00	\$97,650.00	75.00	\$4,650.00	681.00	\$42,591.00
1	51	Concrete Sidewalk, Reinforced, 4" Thick	SY	\$65.00	330.00	\$21,450.00	0.00	\$0.00	6.00	\$390.00
1	52	HMA Driveway, 6" Thick	SY	\$28.00	320.00	\$8,960.00	0.00	\$0.00	161.00	\$4,508.00
1	53	Concrete Driveway, Reinforced, 6" Thick	SY	\$70.00	155.00	\$10,850.00	0.00	\$0.00	57.00	\$3,990.00
1	54	Detachable Warning Surface	SY	\$200.00	45.00	\$9,000.00	0.00	\$0.00	7.00	\$1,400.00
1	55	9" x 18" Concrete Vertical Curb	LF	\$92.00	760.00	\$69,760.00	0.00	\$0.00	338.00	\$30,816.00
1	56	9" x 20" Concrete Vertical Curb	LF	\$82.00	4,760.00	\$390,320.00	357.00	\$29,274.00	2,393.00	\$195,774.00
1	57	9" x Variable Height Concrete Vertical Curb	LF	\$82.00	145.00	\$11,890.00	0.00	\$0.00	52.00	\$4,264.00
1	58	Reset Granite Curb	LF	\$40.00	20.00	\$800.00	0.00	\$0.00	0.00	\$0.00
1	59	Nonvegetative Surface, HMA	SY	\$90.00	35.00	\$3,150.00	0.00	\$0.00	37.00	\$3,330.00
1	60	Beam Guide Rail	LF	\$54.00	40.00	\$2,160.00	0.00	\$0.00	0.00	\$0.00

ITEM INFORMATION			CONTRACT QUANTITY			PREVIOUS QUANTITY		QUANTITY THIS EST.		TOTALS		
CONTRACT #	ITEM #	DESCRIPTION	UNIT	UNIT PRICE	QUANT	AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT
1	61	Rub Rail	LF	\$42.00	40.00	\$1,680.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	62	Controlled Release Terminal	Unit	\$2,100.00	1.00	\$2,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	69	Controlled Release Terminal Anchorage	Unit	\$2,400.00	1.00	\$2,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	64	Beam Guide Rail Anchorage	Unit	\$2,000.00	1.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	65	Traffic Stripes, 4"	LF	\$0.60	895.00	\$201.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	66	Traffic Stripes, 6"	LF	\$0.80	18,000.00	\$14,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	67	Traffic Stripes, 8"	LF	\$1.00	2,860.00	\$2,860.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	68	Traffic Markings	SF	\$9.25	6,115.00	\$19,873.75	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	69	Removal of Traffic Stripes	LF	\$0.60	4,750.00	\$2,850.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	70	Removal of Traffic Markings	SF	\$8.00	400.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	71	Regulatory and Warning Sign	SF	\$95.00	547.00	\$19,145.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	72	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	73	Reconstructed Manhole, Sanitary Sewer, Using Existing Casting	Unit	\$1.00	17.00	\$17.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	74	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	75	Relocate High School Electronic Sign	Unit	\$10,000.00	1.00	\$10,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	76	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	77	2" Rigid Metallic Conduit	LF	\$42.00	135.00	\$5,670.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	78	5" Rigid Non-Metallic Conduit	LF	\$44.00	1,740.00	\$76,560.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	79	18" x 24" Junction Box	Unit	\$2,100.00	20.00	\$42,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	80	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	81	Foundation, Type P-MDCB	Unit	\$9,900.00	3.00	\$9,900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	82	Foundation, Type TB-F	Unit	\$12.00	1,408.00	\$16,896.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	83	Foundation, Type ST-F	Unit	\$8,300.00	12.00	\$99,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	84	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	85	Meter Cabinet, Type T-15	Unit	\$2,000.00	3.00	\$6,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	86	Ground Wire, No. 8 AWG	LF	\$2.00	1,985.00	\$3,970.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	87	Service Wire, No. 6 AWG	LF	\$1.00	610.00	\$2,220.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	88	Controller, 8 Phase	Unit	\$18,000.00	8.00	\$94,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	89	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	90	Traffic Signal Standard, Steel	Unit	\$8,800.00	12.00	\$89,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	91	Pedestrian Signal Standard - 30"	Unit	\$900.00	12.00	\$10,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	92	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	93	Traffic Signal Mast Arm, Steel	Unit	\$3,780.00	12.00	\$45,360.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	94	Traffic Signal Cable, 2 Conductor	LF	\$2.00	8,953.00	\$7,910.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	95	Traffic Signal Cable, 5 Conductor	LF	\$2.00	8,953.00	\$7,910.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	96	Traffic Signal Cable, 7 Conductor	LF	\$2.00	5,780.00	\$11,560.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	97	Traffic Signal Head	Unit	\$1,200.00	42.00	\$50,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	98	Pedestrian Signal Head	Unit	\$900.00	24.00	\$21,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	99	Push Button	Unit	\$1,400.00	24.00	\$33,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	100	Image Detector	Unit	\$5,500.00	12.00	\$66,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	101	Interim Traffic Signal System, Location No. 1	LS	\$10,000.00	1.00	\$10,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	102	Interim Traffic Signal System, Location No. 2	LS	\$10,000.00	1.00	\$10,000.00	0.00	\$0.00	0.25	\$2,500.00	0.25	\$2,500.00
1	103	GPS Unit	Unit	\$1,600.00	5.00	\$8,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	104	Controller Turn-On	Unit	\$2,000.00	8.00	\$6,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	105	18" Cabinet Skirt With Battery Back-Up	Unit	\$12,000.00	5.00	\$60,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	106	Recolorized Mast Arm Street Name Signs, Double-Sided	SF	\$60.00	99.00	\$5,940.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	107	Interim Traffic Signal System, Location No. 3	LS	\$1.00	1.00	\$1.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	108	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	109	Topsoiling, 4" Thick	SY	\$3.00	4,000.00	\$12,000.00	0.00	\$0.00	1,500.00	\$4,500.00	1,500.00	\$4,500.00
1	110	Fertilizing & Seeding, Type A-3	SY	\$1.25	4,000.00	\$5,000.00	0.00	\$0.00	1,500.00	\$1,875.00	1,500.00	\$1,875.00
1	111	Straw Mulching	SY	\$1.25	4,000.00	\$5,000.00	0.00	\$0.00	1,500.00	\$1,875.00	1,500.00	\$1,875.00
1	112	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	113	New Electrical Service - AM Trise Nursery School	LS	\$40,000.00	1.00	\$40,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	114	Nursery School Landscaping, Leyland Cypress	Unit	\$450.00	60.00	\$27,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	115	Liquid Agross and Curbs (if and Where Directed)	LS	\$1,000.00	1.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	116	Deciduous Trees, 3" - 5 1/2" Caliper (if & Where Directed)	Unit	\$800.00	5.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	117	Burngreen Trees, 7" - 8" Height (if & Where Directed)	Unit	\$350.00	11.00	\$3,850.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	118	Rowing Trees, 10" - 12" Height (if & Where Directed)	Unit	\$100.00	71.00	\$7,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	119	Shubs, 24" - 36" Height (if & Where Directed)	Unit	\$100.00	71.00	\$7,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	120	Hardwood Bark Mulch (if & Where Directed)	CF	\$46.00	106.00	\$4,876.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
1	121	Convenience Stone, 4" Thick	SY	\$15.00	45.00	\$675.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

Police Dept.	Invoice Number	Onsite Date	Officer	Hrs	Rate	Subtotal	Med.	Adm. Fee	Car Fee	Total
Park Ridge Police	17-062	6/19/2017	Gleason	9.00	\$ 90.79	\$ 817.11		\$ 188.42	\$ 125.00	\$1,130.53
	17-063	6/25/2017	Lt. Mauro	8.50	\$118.38	\$1,006.23		\$ 226.25	\$ 125.00	\$1,357.48
	17-064	7/10/2017	Hoffman	10.50	\$ 98.07	\$1,029.74		\$ 230.95	\$ 125.00	\$1,385.69
	17-064	7/11/2017	Szot	8.50	\$104.98	\$ 882.42		\$ 203.48	\$ 125.00	\$1,220.90
									Grand Total	\$5,094.69
Montvale Police	2017-1	6/1/2017	Vladick	9.25	\$ 62.28	\$ 578.09	\$ 8.35	\$ 57.61	\$ 95.00	\$737.05
		6/2/2017	Fedick	8.00	\$ 92.25	\$ 738.00	\$ 10.70	\$ 73.80	\$ 80.00	\$902.50
		6/5/2017	Lamendola	8.50	\$ 81.20	\$ 690.20	\$ 10.01	\$ 69.02	\$ 85.00	\$854.23
		6/6/2017	Foley	8.00	\$116.84	\$ 934.72	\$ 13.55	\$ 93.47	\$ 80.00	\$1,121.74
		6/7/2017	Lamendola	8.50	\$ 81.20	\$ 690.20	\$ 10.01	\$ 69.02	\$ 85.00	\$854.23
		6/7/2017	Tenbroeck	4.00	\$ 90.77	\$ 363.08	\$ 5.26	\$ 36.31	\$ 40.00	\$444.65
									Grand Total	\$4,914.41
Montvale Police	2017-2	6/8/2017	McDowell	1.00	\$125.34	\$ 125.34	\$ 1.82	\$ 12.53	\$ 10.00	\$149.69
		6/8/2017	Pierr	7.00	\$104.66	\$ 732.62	\$ 10.62	\$ 73.26	\$ 70.00	\$886.50
		6/12/2017	Foley	13.50	\$116.84	\$1,677.34	\$ 22.87	\$ 157.73	\$ 135.00	\$1,892.94
		6/13/2017	Cruise	10.00	\$105.35	\$1,053.50	\$ 15.28	\$ 105.35	\$ 100.00	\$1,274.13
		6/14/2017	McDowell	8.00	\$125.34	\$1,002.72	\$ 14.54	\$ 100.27	\$ 80.00	\$1,197.53
		6/16/2017	Robalino	7.00	\$ 62.40	\$ 436.80	\$ 6.33	\$ 43.68	\$ 70.00	\$556.81
		6/20/2017	Foley	8.50	\$116.84	\$ 993.14	\$ 14.40	\$ 99.31	\$ 85.00	\$1,191.85
		6/21/2017	Hanna	8.50	\$105.65	\$ 898.03	\$ 13.02	\$ 89.80	\$ 85.00	\$1,085.85
		6/22/2017	Robalino	8.50	\$ 62.40	\$ 530.40	\$ 7.69	\$ 53.04	\$ 85.00	\$678.13
		6/23/2017	Fedick	8.50	\$ 92.25	\$ 784.13	\$ 11.37	\$ 78.41	\$ 85.00	\$958.91
Montvale Police	2017-3	6/15/2017	Cruise	8.50	\$105.35	\$ 895.48	\$ 12.98	\$ 89.55	\$ 100.00	\$998.01
		6/29/2017	Cruise	10.00	\$105.35	\$1,053.50	\$ 15.28	\$ 105.35	\$ 100.00	\$1,274.13
		6/30/2017	Vladick	10.50	\$ 62.28	\$ 653.94	\$ 9.48	\$ 65.39		\$728.81
		7/6/2017	Robalino	9.50	\$ 62.40	\$ 592.80	\$ 8.60	\$ 59.28		\$660.68
		7/6/2017	Werba	9.50	\$ 37.28	\$ 354.16	\$ 5.14	\$ 35.42	\$ 95.00	\$489.72
		7/7/2017	Dilauri	4.00	\$ 37.28	\$ 149.12	\$ 2.16	\$ 14.91		\$186.19
		7/7/2017	Dubelbeiss	4.00	\$ 37.28	\$ 149.12	\$ 2.16	\$ 14.91		\$186.19
									Grand Total	\$4,483.72
Montvale Police	2017-4	7/5/2017	Cruise	9.50	\$105.35	\$1,000.83	\$ 14.51	\$ 100.08		\$1,115.42
		7/12/2017	Foley	9.50	\$116.84	\$1,109.98	\$ 16.09	\$ 111.00	\$ 95.00	\$1,332.07
		7/13/2017	Dilauri	8.50	\$ 37.28	\$ 318.88	\$ 4.59	\$ 31.89	\$ 85.00	\$436.16
		7/13/2017	McDowell	8.50	\$125.34	\$1,065.39	\$ 15.45	\$ 106.54		\$1,187.38
		7/14/2017	Fedick	8.00	\$ 92.25	\$ 738.00	\$ 10.70	\$ 73.80	\$ 80.00	\$902.50
		7/14/2017	Hanna	7.00	\$105.65	\$ 739.55	\$ 10.72	\$ 73.98		\$824.23
		7/17/2017	McNeice	10.00	\$116.73	\$1,167.30	\$ 16.93	\$ 116.73	\$ 100.00	\$1,400.96
		7/18/2017	Dilauri	8.00	\$ 37.28	\$ 298.24	\$ 4.32	\$ 29.82	\$ 80.00	\$412.39
		7/19/2017	Robalino	8.90	\$ 71.85	\$ 610.73	\$ 8.86	\$ 61.07	\$ 85.00	\$765.65
		7/20/2017	Vladick	9.50	\$ 71.73	\$ 681.44	\$ 9.88	\$ 68.14	\$ 95.00	\$854.46
		7/21/2017	Newell	8.50	\$118.38	\$1,006.23	\$ 14.59	\$ 100.62	\$ 85.00	\$1,206.44
									Grand Total	\$10,439.68
Upper Saddle River	July 11, 2017	7/11/2017	Hausch	8.50	\$108.36	\$ 921.06	\$184.21		\$ 127.50	\$1,232.77
									Grand Total	\$1,232.77

Total Police Invoices	\$36,035.50
Allowance	\$40,000.00
Equivalent Total Hours	0.80088755

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 165-2017**

RE: ALCOHOLIC BEVERAGE RESOLUTION/PERSON TO PERSON TRANSFER/PLACE-TO-PLACE TRANSFER/TO BPO WINE CORPORATION, 110 FARM VIEW, MONTVALE, NJ FROM KS WINE & LIQUOR, INC. 20 CHESTNUT RIDGE ROAD, MONTVALE, NJ

WHEREAS, an application has been filed for a person-to-person and place to place transfer of a Plenary Retail Distribution License #0236-44-002-010, heretofore issued to KS Wine and Liquor Inc., for premises located at 20 Chestnut Ridge Road, Montvale, NJ 07645; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33: and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the licensed business;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Montvale does hereby approve, effective August 8, 2017, the transfer of the aforesaid Plenary Retail Distribution License to BPO Wine Corporation, 110 Farm View, Montvale, New Jersey 07645, and does hereby direct the Municipal Clerk to endorse the license certificate to the new ownership as follows: "This license, subject to all its terms and conditions, is hereby transferred to BPR Wine Corporation, effective August 8, 2017."

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Arendacs						
Curry						
Gloeggler						
Koelling						
Lane						
Weaver						

Adopted: August 8, 2017

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



MONTVALE POLICE DEPARTMENT

Chief Jeremy Abrams

12 Mercedes Drive Montvale, New Jersey 07645
(201) 391-4600 -- (201) 391-6379 Fax

07/25/2017

Maureen Iarossi-Alwan
Boro Administrator and Clerk
Re: Person-to-Person Transfer of Liquor License

Ms. Iarossi-Alwan,

On June 14, 2017, I began the investigation of a Person-to-Person liquor license transfer for BPO Wine Corporation, 110 Farm View, Montvale, NJ 07645 from KS Wine and Liquor, Inc., 20 Chestnut Ridge Rd., Montvale, NJ 07645. All requested paperwork was satisfied by both the purchaser and principal of BPO Wine Corporation, Brendan P. O'Hara or his attorney, John F. Vassallo, Jr., Esq.

Mr. O'Hara came into Montvale Police Department for his face-to-face meeting and interview on July, 19, 2017. The results of his fingerprints and criminal history check were received on July 20, 2017. The financial supporting documents for the proof of source of funding were received on July 24, 2017 from Mr. Vassallo and satisfy the requirement to do so.

Upon review of all of the supporting documents, applications, financial proofs and criminal history checks, no information was developed to preclude Mr. O'Hara and BPO Wine Corporation from purchasing the license from KS Wine and Liquor, Inc.

Please find the initial application attached for your review. You may contact me at any time to review or discuss my findings.

A handwritten signature in cursive script, appearing to read "Sgt. John Newell", written over a horizontal line.

Sgt. John Newell, #122
Montvale Police Department
Detective Bureau

This License Expires: 06/30/2018



State of New Jersey

Department of Law and Public Safety
Division of Alcoholic Beverage Control

2017 - 2018

MONTVALE BOROUGH
BERGEN COUNTY

Pursuant to Title 33 of the New Jersey Statutes, A

License is Hereby Granted to:

License Number:

PLENARY RETAIL DISTRIBUTION LICENSE

KS WINE AND LIQUOR INC
20 CHESTNUT RIDGE SHOP CENTE
MONTVALE, NJ 07645

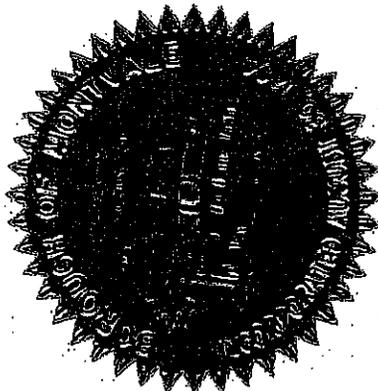
0246-44-002-010

This license confers all rights and privileges pertaining thereto, as set further in Title 33 of the New Jersey Statutes, and any amendments thereof and supplements thereto, and is expressly subject to the terms, provisions, limitations, requirements and conditions set forth therein and any rules and regulations promulgated heretofore and hereafter by the Director of the Division of Alcoholic Beverage Control pursuant to Title 33 of the New Jersey Statutes. The license is further subject to the provisions of all municipal ordinances and/or resolutions pertaining thereto which have been or shall have been duly enacted under law.

Effective Date: 07/01/2017

Fee Paid \$200.00

Attest: MONTVALE BOROUGH



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	\$4,131,089.51	Bill List Wire 8/8/17
	<u>251,553.24</u>	Wires/Manual Checks
Current TOTAL	4,382,642.75	
Escrow - Trust	477,096.30	Bill List Wire 8/8/17
Dog Trust	31.80	Bill List Wire 8/8/17
Recreation Trust	489.90	Bill List Wire 8/8/17
Open Space Trust	39,539.93	Bill List Wire 8/8/17
Capital Fund	208,274.78	Bill List Wire 8/8/17

This resolution was adopted by the Mayor and Council of Montvale at a meeting held on 8/8/17

Introduced by: _____

Approved: 8/8/17

Seconded by: _____

Michael Ghassali, Mayor

ATTEST:

Maureen Iarossi-Alwan, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
August 8, 2017

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Transaction/Vendor</u>	<u>Amount</u>
WIRE		7/26/17	Payroll Account	158,662.51
WIRE		7/26/17	Salary Account	92,222.38
WIRE		7/26/17	FSA Account	<u>668.35</u>
	Total			<u>251,553.24</u>

August 3, 2017
11:39 AM

Borough of Montvale
Bill List By Vendor Id

Page No: 1

P.O. Type: All
Range: First to Last
Format: Detail without Line Item Notes

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

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
00046 COUNTY OF BERGEN, TREASURER												
	17-00206	02/06/17	COUNTY TAXES - 2017		B							
	4		COUNTY TAXES -2017/ 3RD QTR	1,327,973.00	7-01-55-208-000	B COUNTY TAXES	R	08/01/17	08/03/17		3RD QTR 2017	N
Vendor Total:				1,327,973.00								
00047 D & E UNIFORMS												
	17-00660	06/06/17	DILAURIE UNIFORM									
	1		DILAURIE UNIFORM	709.95	7-01-25-745-110	B NEW RECRUIT CLOTH/EQUIP ISSUE	R	06/06/17	08/03/17		83297	N
	17-00741	06/26/17	WERBA INITIAL ISSUE									
	1		WERBA INITIAL ISSUE	1,569.30	7-01-25-745-110	B NEW RECRUIT CLOTH/EQUIP ISSUE	R	06/26/17	08/03/17		MV1060	N
Vendor Total:				2,279.25								
00096 E-Z PASS CUSTOMER SVS CTR												
	17-00846	07/21/17	PD E-ZPASS									
	1		PD E-ZPASS	200.00	7-01-25-745-045	B TRAVEL	R	07/21/17	08/03/17		1000000000375	N
Vendor Total:				200.00								
00104 MONTVALE BOARD OF EDUCATION												
	17-00019	01/04/17	2017 LOCAL SCHOOL TAX		B							
	10		2017 LOCAL SCHOOL TAXES/AUGUST	1,291,287.00	7-01-55-207-000	B LOCAL SCHOOL TAXES	R	06/01/17	08/03/17		AUGUST	N
Vendor Total:				1,291,287.00								
00113 FEDICK, ANDREW												
	17-00853	07/25/17	REIMB CLOTHING DET BUREAU									
	1		REIMB CLOTHING DET BUREAU	303.66	7-01-25-745-260	B FEDICK, ANDREW - CLOTHING	R	07/25/17	08/03/17		CLOTHING	N

August 3, 2017
11:39 AM

Borough of Montvale
Bill List By Vendor Id

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
00113 FEDICK, ANDREW												
Continued												
17-00870	08/01/17	REIM CLOTHING										
1		REIM CLOTHING	161.20	7-01-25-745-260	B	FEDICK, ANDREW - CLOTHING	R	08/01/17	08/03/17		CLOTHING	N
Vendor Total:			464.86									
00137 PASCACK VALLEY REGIONAL HS DST												
17-00020	01/04/17	REGIONAL SCHOOL TAX 2017			B							
9		REGIONAL SCHOOL TAX 2017/AUG.	1,202,389.24	7-01-55-206-000	B	REGIONAL SCHOOL TAX	R	05/02/17	08/03/17		AUGUST/2017	N
Vendor Total:			1,202,389.24									
00159 AMADO, HERMINIO												
17-00815	07/17/17	REIMBURSEMENT CLOTHING/EQUIP										
1		REIMBURSEMENT CLOTHING/EQUIP	301.15	7-01-25-745-261	B	AMADO, HERMINIO - CLOTHING	R	07/17/17	08/03/17		CLOTHING	N
2		REIMB BALLISTIC VEST	664.37	7-01-43-310-058	B	OTHER EQUIPMENT & SUPPLIES	R	07/17/17	08/03/17		CLOTHING	N
3		REIMB BALLISTIC VEST	35.68	7-01-25-745-058	B	OTHER EQUIPMENT & SUPPLIES	R	07/17/17	08/03/17		CLOTHING	N
4		REIMB BALLISTIC VEST	100.00	7-01-25-745-261	B	AMADO, HERMINIO - CLOTHING	R	07/17/17	08/03/17		CLOTHING	N
			1,101.20									
Vendor Total:			1,101.20									
00164 STATELINE FIRE & SAFETY, INC												
17-00536	05/04/17	PD FIRE EXTINGUISHER										
1		PD FIRE EXTINGUISHER	35.35	7-01-25-745-102	B	OXYGEN TANK/FIRE EXT - M & R	R	05/04/17	08/03/17		110345	N
Vendor Total:			35.35									
00186 PRIMEPAY, LLC												
17-00208	02/06/17	FSA FEES 2017			B							
8		FSA FEES 2017	110.00	7-01-20-701-028	B	OTHER PROF/CONSULTANT SERVICES	R	05/02/17	08/03/17		54669966/JULY	N
Vendor Total:			110.00									

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00215 TOWNSHIP OF RIVER VALE												
	17-00102	01/18/17	PASCACK VALLEY DPW 2017 SERVIC		B							
	9		PASCACK VALLEY DPW /AUGUST	128,170.00	7-01-37-850-029	B OTHER CONTRACTUAL - PASCACK VALLEY DPW	R	04/28/17	08/03/17		AUGUST 2017	N
Vendor Total:				128,170.00								
00258 ROCKLAND ELECTRIC COMPANY												
	17-00875	08/01/17	ROCKLAND ELECTRIC CHARGES/JUL.									
	1		5103845008 CHESTN.RDG RD UNMTR	137.61	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		JULY	N
	2		4725845003 SUMMIT OTHR UNMTR	12.37	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		JULY	N
	3		5229845000 LA TRENTA FLD LITES	193.45	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		JULY	N
	4		5985845006 CHESTNUT RDG MTLBX	44.71	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		JULY	N
	5		1619931002 VALLEY VIEW SWR LFT	936.94	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		JULY	N
	6		5208845000 159 CHESTN.RDG RD	73.15	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		JULY	N
	7		0052060009 30 CHESTN. RDG RD	30.49	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		JULY	N
	8		0700055009 HUFF TER PUMP 57088	279.73	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		JULY	N
	9		9683932013 W GRAND AVE. TFLT	37.10	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		JULY	N
	10		9704932006 W GRAND OTHR MTLBX	41.52	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		JULY	N
	11		0357844001 SUMMIT OTHR UNMTR	93.18	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		JULY	N
	12		9494934001 S MIDDLET.SWR LFT S	579.82	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		JULY	N
	13		9767932024 CHESTNUT RDG TFLT	41.07	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		JULY	N
	14		9263932000 W GRAND TFLT 2	41.52	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		JULY	N
	15		9534844006 SPRING VALLEY MTLBX	43.47	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		JULY	N
	16		2310843006 ALYNA HOMEOWN ASSOS	37.11	7-01-38-854-029	B OTHER CONTRACTUAL ITEMS	R	08/01/17	08/03/17		JULY	N
				2,623.24								
Vendor Total:				2,623.24								
00318 TREASURER STATE OF NJ - ENVIR												
	17-00884	08/02/17	DEP PERMIT									
	1		DEP PERMIT	450.00	7-01-20-715-029	B ENGINEERING - OTHER CONTRACTUAL ITEMS	R	08/02/17	08/03/17		171152970	N
Vendor Total:				450.00								

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00329 NJ STATE DEPT. OF HEALTH												
	17-00883	08/02/17	T-12-56-286-001									
			1 June & July dog license fee	31.80	T-12-56-286-001	B RESERVE FOR DOG LICENSE	R	08/02/17	08/03/17		JUNE JULY	N
			Vendor Total:	31.80								
00343 LANIGAN ASSOCIATES												
	17-00782	07/06/17	PD BLOOD TESTING KITS									
			1 PD BLOOD TESTING KITS	60.80	7-01-55-271-033	B DDEF - OTHER EXPENSES	R	07/06/17	08/03/17		93323	N
			Vendor Total:	60.80								
00357 OFFICE DEPOT												
	17-00633	05/30/17	office supplies									
			1 copy paper sale	299.90	7-01-20-701-036	B OFFICE SUPPLIES	R	05/30/17	08/03/17		93165582001	N
			2 paper towels	29.38	7-01-20-701-036	B OFFICE SUPPLIES	R	05/30/17	08/03/17		93165582001	N
				329.28								
			Vendor Total:	329.28								
00402 MUNICIPAL CAPITAL CORPORATION												
	17-00296	03/03/17	2017 POLICE DPT.COPY MACHINE									
			8 2017 POLICE DPT.COPY MACHINE	169.00	7-01-25-745-061	B LEASED EQUIPMENT	R	05/02/17	08/03/17		4975040417/AUG.	N
			Vendor Total:	169.00								
00532 ROBBIE CONLEY ARCHITECT, LLC												
	15-00538	05/07/15	PROFESSIONAL ARCHITECHTURAL SV									
			26 PROFESSIONAL ARCHITECHTURAL	3,650.00	C-04-55-405-A00	B CONSTRUCTION OF FIRE HOUSE	R	04/13/17	08/03/17		15003.26	N
			Vendor Total:	3,650.00								
00615 MONTVALE FIRE DEPT												
	17-00866	07/31/17	2017 NJ FIREMEN CONVENTION/WIL									
			1 2017 NJ FIREMEN CONVENTION	2,500.00	7-01-25-752-042	B EDUCATION/TRAINING/SEMINARS	R	07/31/17	08/03/17		2017 FIRE.CONV.	N

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00615 MONTVALE FIRE DEPT Continued												
	17-00867	07/31/17	2017 FIRE DEPT.ANNUAL DINNER									
	1		2017 FIRE DEPT.ANNUAL DINNER	15,000.00	7-01-25-752-089	B DONATIONS	R	07/31/17	08/03/17		2017 ANN.DINNER	N
	Vendor Total:			17,500.00								
00699 ATLANTIC TOMORROWS OFFICE												
	17-00899	07/12/17	PD COPIER MAINT AGREEMENT									
	1		PD COPIER MAINT AGREEMENT	116.38	7-01-25-745-058	B OTHER EQUIPMENT & SUPPLIES	R	07/12/17	08/03/17		CNIN649970	N
	Vendor Total:			116.38								
00703 FAIRLEIGH DICKENSON UNIVERSITY												
	17-00855	07/25/17	EXEC LEADERSHIP PROGRAM									
	1		EXEC LEADERSHIP PROGRAM	4,500.00	6-01-25-745-042	B EDUCATION/TRAINING/SEMINARS	R	07/25/17	08/03/17		171PA-ELP501	N
	Vendor Total:			4,500.00								
00705 APPROVED SURGICAL SUPPLIES INC												
	17-00691	06/13/17	POLICE DEPT OXYGEN REFILLS									
	1		POLICE DEPT OXYGEN REFILLS	110.00	7-01-25-745-102	B OXYGEN TANK/FIRE EXT - M & R	R	06/13/17	08/03/17		40122+40104+	N
	Vendor Total:			110.00								
00731 MASER CONSULTING P.A.												
	17-00144	01/25/17	ESCROW/RECONSTR.UPP.SADDL.RV R			B						
	4		UPPER SADDLE RIVER RD. IMPROV.	10,644.25	E-08-00-217-03A	B KHOV -USRR RePaving	R	01/25/17	08/03/17		415675	N
	17-00250	02/16/17	MUNICIPAL COMPLEX ROOF REPL.			B						
	3		MUNICIPAL COMPLEX ROOF	4,870.75	C-04-55-413-C00	B IMPROVEMENT TO BUILDINGS AND GROUNDS	R	02/16/17	08/03/17		415682	N
	17-00556	05/10/17	FIELDSTONE TURF PRODECT DESIGN			B						
	3		FIELDSTONE TURF INSTALLATION	5,620.25	T-14-56-286-001	B RESERVE FOR OPEN SPACE TRUST	R	05/10/17	08/03/17		415694	N
	17-00558	05/10/17	ROAD IMPROVEMENT PROG. DESIGN			B						
	3		ROAD IMPROVEMENT PROGRAM	17,910.25	7-01-44-861-029	B OTHER CONTRACTUAL ITEMS	R	05/10/17	08/03/17		415654	N

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00731 MASER CONSULTING P.A. Continued												
17-00559	05/10/17	ROAD IMPROVEMENT PROG.	INSPECTI		B							
2		ROAD IMPROVEMENT PROGRAM		4,739.50	7-01-44-861-029	B OTHER CONTRACTUAL ITEMS	R	05/10/17	08/03/17		415655	N
17-00560	05/10/17	BERGEN CTY OPEN SP.	GRANT APPL.		B							
2		BERGEN COUNTY OPEN SPACE/GRANT		3,800.00	7-01-20-715-029	B ENGINEERING - OTHER CONTRACTUAL ITEMS	R	05/10/17	08/03/17		415691	N
17-00667	06/07/17	NJDEP AIR QUALITY/GENERATOR			B							
2		NJDEP AIR QUALITY/GENERATOR		2,016.00	C-04-55-413-C00	B IMPROVEMENT TO BUILDINGS AND GROUNDS	R	06/07/17	08/03/17		415704	N
17-00806	07/13/17	ESCROW PAYMENT										
1		KPMG 2701/2		7,633.50	E-08-00-216-05A	B KPMG (2701/2) (old 3102/1.01)	R	07/13/17	08/03/17		412655	N
17-00842	07/20/17	ESCROW PAYMENT										
1		AMAZING GRACE 2408/3		376.50	E-08-00-212-08A	B AMAZING GRACE PARTNERS LLC (2408/3)	R	07/20/17	08/03/17		412659	N
2		ROCKLAND ELECTRIC 1102/2.02		121.50	E-08-00-208-37A	B ROCKLAND ELECTRIC 1102/2.02	R	07/20/17	08/03/17		415659	N
3		MEMORIAL SLOAN SITE PLAN		1,565.00	E-08-00-215-05A	B Memorial Sloan Kettering (2601/32)	R	07/20/17	08/03/17		415665	N
4		WOODLAND HEIGHTS (BEAR BAN)		507.50	E-08-00-207-23A	B WOODLAND HGHTS 1301/24+-2204/39&40	R	07/20/17	08/03/17		415660	N
				2,570.50								
17-00843	07/20/17	ESCROW PAYMENT										
1		AMAZING GRACE 2408/3		253.75	E-08-00-212-08A	B AMAZING GRACE PARTNERS LLC (2408/3)	R	07/20/17	08/03/17		413986	N
Vendor Total:				60,058.75								
00896 GIANMARINO, MICHAEL												
17-00074	01/11/17	INTERPRETER SERVICES 2017			B							
21		INTERPRETER SERVICES 2017		96.00	7-01-42-855-028	B OTHER PROF/CONSULTANT SERVICES	R	05/02/17	08/03/17		7/19/2017	N
22		INTERPRETER SERVICES 2017		104.00	7-01-41-250-028	B OTHER PROFESSIONAL/CONSULTING SERVICES	R	05/02/17	08/03/17		7/19/2017	N
				200.00								
Vendor Total:				200.00								
00934 RIVER VALE TOWNSHIP												
17-00812	07/14/17	RECYCLING REIMBURSEMENT										
1		RECYCLING REIMBURSEMENT		461.14	7-01-26-773-029	B OTHER CONTRACTUAL ITEMS-RECYCLING	R	07/14/17	08/03/17		REIMBURSE	N
Vendor Total:				461.14								

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01042 McMANIMON SCOTLAND BAUMANN LLC												
	17-00718	06/19/17	BOND ORDINANCE SERVICES									
	1		BOND ORDINANCE SERVICES	600.00	7-01-20-705-151	B FINANCIAL SERVICES	R	06/19/17	08/03/17		147181	N
	Vendor Total:			600.00								
01110 INDIAN HARBOR INSURANCE CO.												
	17-00851	07/24/17	MONTVALE PUBLIC EMPLOYEES ASSO									
	1		MONTVALE PUBLIC EMPLOYEES	9,312.10	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/24/17	08/03/17		14126111	N
	17-00852	07/24/17	MONTVALE PUBLIC EMPLOYEES ASSO									
	1		MONTVALE PUBLIC EMPLOYEES	3,757.60	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/24/17	08/03/17		14126111	N
	Vendor Total:			13,069.70								
01156 DIRECT ENERGY BUSINESS												
	17-00872	08/01/17	DIRECT ENERGY ELECTRIC CHARGES									
	1	0157026009	1 MEMORIAL LT FLD	11.03	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		171950031578338	N
	2	0195092007	GRAND SOPK 87/97	55.14	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		171950031578338	N
	3	0716933005	MEMORIAL TENNIS CRT	67.81	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		171950031578338	N
	4	0897137012	3 MEMORIAL LT FLD	128.56	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		171950031578338	N
	5	5229845000	CHEST.RDG LA TRENTA	373.02	7-01-31-825-071	B ELECTRICITY	R	08/01/17	08/03/17		171950031578338	N
				635.56								
	Vendor Total:			635.56								
01241 RAY'S PIZZA												
	17-00832	07/18/17	planning board meeting									
	1		meeting dinner	69.19	7-01-21-720-041	B MEAL REIMBURSEMENT	R	07/18/17	08/03/17		26	N
	2		tip	12.00	7-01-21-720-041	B MEAL REIMBURSEMENT	R	07/18/17	08/03/17		26	N
				81.19								
	Vendor Total:			81.19								

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01368 ROBALINO, ERIC												
	17-00877	08/02/17	REIMB CLOTHING/EQUIP		B							
	1		REIMB CLOTHING/EQUIP	54.13	7-01-25-745-257	B ROBALINO, ERIC - CLOTHING	R	08/02/17	08/03/17		CLOTHING	N
	Vendor Total:			54.13								
01409 NARITA MARAJ, LLC												
	17-00137	01/24/17	RECORDS MANAGEMENT SVS 2017		B							
	14		RECORD MANAGEMENT SERVICES	387.71	7-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R	05/02/17	08/03/17		MTV-2017-012	N
	Vendor Total:			387.71								
01436 HILLSDALE ELECTROLUX												
	17-00809	07/13/17	HEPA AIR FILTER FOR ALCOTEST		B							
	1		HEPA AIR FILTER FOR ALCOTEST	180.00	7-01-55-271-033	B DDEF - OTHER EXPENSES	R	07/13/17	08/03/17		1994426	N
	Vendor Total:			180.00								
01513 FLANAGAN PRODUCTIONS, LLC												
	17-00143	01/25/17	WEBSITE DESIGN,HOSTING &SUPPL		B							
	9		WEBSITE DESIGN,HOSTING &	1,530.00	7-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R	05/02/17	08/03/17		INV-3919/AUGUST	N
	17-00251	02/16/17	ONLINE FORMS FOR RECREATION		B							
	8		ONLINE FORMS FOR RECREATION	49.00	7-01-28-795-029	B OTHER CONTRACTUAL ITEMS	R	02/16/17	08/03/17		INV-3921	N
	Vendor Total:			1,579.00								
01531 UNIMAK, LLC												
	16-00504	04/27/16	CONSTRUCTION OF NEW FIREHOUSE		B							
	14		PAYMENT TO UNIMAK,LLC	197,738.03	C-04-55-405-A00	B CONSTRUCTION OF FIRE HOUSE	R	04/27/16	08/03/17		7/24/2017	N
	Vendor Total:			197,738.03								
01594 GALLS, LLC												
	17-00816	07/17/17	ZAGAJA BOOTS		B							
	1		ZAGAJA BOOTS	135.00	7-01-25-745-254	B ZAGAJA, MACIEJ - CLOTHING	R	07/17/17	08/03/17		BC0422949	N
	Vendor Total:			135.00								

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01628 CARAVELLA DEMOLITION, INC												
	16-01408	12/30/16	POOL DEMOLITION/SITE RESTORE		B							
	4		POOL DEMOLITION	13,589.68	T-14-56-286-001	B RESERVE FOR OPEN SPACE TRUST	R	12/30/16	08/03/17		PMT.#3 FINAL	N
	Vendor Total:			13,589.68								
01654 P.I.A SECURITY PROGRAMS, INC.												
	17-00262	02/21/17	P.I.A CONSULTANT BENEFITS FEE		B							
	4		P.I.A CONSULTANT BENEFITS FEE	1,375.00	7-01-23-733-096	B OTHER CONTRACTUAL - BMED	R	02/21/17	08/03/17		3RD QTR 2017	N
	Vendor Total:			1,375.00								
01674 COPELAND COATING COMPANY, INC.												
	17-00561	05/10/17	REPAIRS TO MEMEORIAL DR BASKET		B							
	2		REPAIRS TO MEMEORIAL DRIVE	20,330.00	T-14-56-286-001	B RESERVE FOR OPEN SPACE TRUST	R	05/10/17	08/03/17		RES. # 98-2017	N
	Vendor Total:			20,330.00								
01691 CHRISTOPHER GRUBER												
	17-00882	08/02/17	MILEAGE REIMBURSEMENT/JUN/JUL.									
	1		MILEAGE REIMBURSEMENT/JUN/JUL.	193.14	7-01-22-725-045	B TRAVEL	R	08/02/17	08/03/17		JUN./JULY	N
	Vendor Total:			193.14								
01699 SWANK MOTION PICTURES, INC.												
	17-00785	07/07/17	Outdoor Movie License									
	1		Outdoor Movie License	385.00	7-01-28-795-068	B SPECIAL EVENTS	R	07/07/17	08/03/17		1448169	N
	Vendor Total:			385.00								
01701 NEW PRINCE CONCRETE												
	17-00834	07/19/17	ENTERSECTION IMPROVEMENT PROJ.		B							
	2		ENTERSECTION IMPROVEMENT	197,554.28	E-08-00-213-09A	B Mtv1 Dev Assoc-Road Improv/Maser	R	07/19/17	08/03/17		PAYMENT NO.1	N
	3		ENTERSECTION IMPROVEMENT	257,940.02	E-08-00-213-09A	B Mtv1 Dev Assoc-Road Improv/Maser	R	07/19/17	08/03/17		PAYMENT NO.2	N
				455,494.30								
	Vendor Total:			455,494.30								

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01704 DUSTIN DEVRIES												
	17-00840	07/20/17	UNIFORM SHIRTS FIRE DEPT.									
	1		UNIFORM SHIRTS FIRE DEPT.	788.80	7-01-25-752-032	B CLOTHING & UNIFORMS	R	07/20/17	08/03/17		721481	N
	Vendor Total:			788.80								
01760 UNITED PARCEL SERVICE												
	17-00755	06/28/17	F047X6257 UPS CHARGES									
	1		F047X6257 UPS CHARGES	10.77	7-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	06/28/17	08/03/17		6257	N
	17-00838	07/19/17	F047X6267/6277 UPS CHARGES									
	1		F047X6267 UPS CHARGES/ADM	14.36	7-01-20-701-022	B POSTAGE & EXPRESS CHARGES	R	07/19/17	08/03/17		6267	N
	2		F047X6277 UPS CHARGES/ADM	3.59	7-01-20-701-022	B POSTAGE & EXPRESS CHARGES	R	07/19/17	08/03/17		6277	N
	3		F047X6277 UPS CHARGES/PL BD	10.77	7-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	07/19/17	08/03/17		6277	N
				28.72								
	17-00848	07/21/17	F47X6287 UPS CHARGES									
	1		F47X6287 UPS CHARGES/ADM	3.59	7-01-20-701-022	B POSTAGE & EXPRESS CHARGES	R	07/21/17	08/03/17		6287	N
	2		F47X6287 UPS CHARGES/PL BD	17.95	7-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	07/21/17	08/03/17		6287	N
				21.54								
	Vendor Total:			61.03								
02141 REGAN, ROBERT T., ESQ.												
	17-00856	07/25/17	ESCROW PAYMENT ALAYNA									
	1		ALAYNA (TOWNHOUSES)	80.00	E-08-00-217-07A	B Alayna Townhomes (702/37)	R	07/25/17	08/03/17		13861	N
	Vendor Total:			80.00								
02426 VERIZON WIRELESS												
	17-00858	07/27/17	PD BROADBAND WIRELESS									
	1		PD BROADBAND WIRELESS	190.05	7-01-31-827-076	B TELEPHONE CHARGES	R	07/27/17	08/03/17		9789449483	N
	17-00874	08/01/17	982182917 VERIZON WIRELESS									
	1		982182917 VERIZON WIRELESS	315.78	7-01-31-827-076	B TELEPHONE CHARGES	R	08/01/17	08/03/17		9789627099	N
	Vendor Total:			505.83								

August 3, 2017
11:39 AM

Borough of Montvale
Bill List By Vendor Id

Page No: 11

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	PO Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
02559 INS. DESIGN ADMINISTRATORS												
	17-00021	01/04/17	BOROUGH VISION PLAN		B							
	9		VISION ADMIN. FEES /AUGUST	245.00	7-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R	05/02/17	08/03/17		400001	N
	Vendor Total:			245.00								
02703 ALAYNA HOMEOWNERS ASSN.												
	17-00881	08/02/17	ESCROW REFUND									
	1		ESCROW REFUND	420.00	E-08-00-217-07A	B Alayna Townhomes (702/37)	R	08/02/17	08/03/17		ESCR.REFUND	N
	Vendor Total:			420.00								
02757 TYCO ANIMAL CONTROL SERVICES												
	17-00167	01/27/17	ANIMAL CONTROL - 2017		B							
	10		ANIMAL CONTROL - JUNE	825.00	7-01-27-788-029	B OTHER CONTRACTUAL ITEMS	R	05/02/17	08/03/17		JUNE	N
	11		2 EMERGENCY RESPONSES/JUNE	120.00	7-01-27-788-029	B OTHER CONTRACTUAL ITEMS	R	05/02/17	08/03/17		JUNE	N
	12		ANIMAL CONTROL /JULY	825.00	7-01-27-788-029	B OTHER CONTRACTUAL ITEMS	R	05/02/17	08/03/17		JULY	N
	13		EMERGENCY RESPONSE	60.00	7-01-27-788-029	B OTHER CONTRACTUAL ITEMS	R	05/02/17	08/03/17		JULY	N
	Vendor Total:			1,830.00								
03060 TRI-STATE TECHNICAL SERVICES												
	17-00803	07/12/17	SET-UP HP PRINTER BUILD.DEPT.									
	1		SET-UP HP PRINTER BUILD.DEPT.	240.00	7-01-22-725-059	B COMPUTER EQUIPMENT & SUPPL	R	07/12/17	08/03/17		17655	N
	Vendor Total:			240.00								
03148 COUNTY OPEN SPACE TRUST FUND												
	17-00207	02/06/17	COUNTY OPEN SPACE TAXES-2017		B							
	4		COUNTY OPEN SPACE TAXES-2017	101,377.00	7-01-55-210-000	B OPEN SPACE TAX - COUNTY	R	08/03/17	08/03/17		3RD QTR 2017	N
	Vendor Total:			101,377.00								

August 3, 2017
11:39 AM

Borough of Montvale
Bill List By Vendor Id

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
03682 CRUISE, E. K.													
	17-00814	07/17/17	REIMBURSEMENT CLOTHING										
	1		REIMBURSEMENT CLOTHING	95.00	7-01-25-745-271		B CRUISE, EARL - CLOTHING	R	07/17/17	08/03/17		CLOTHING	N
			Vendor Total:	95.00									
03683 PIERRI, JASON													
	17-00813	07/17/17	REIMBURSEMENT CLOTHING										
	1		REIMBURSEMENT CLOTHING	52.47	7-01-25-745-256		B PIERRI, JASON - CLOTHING	R	07/17/17	08/03/17		CLOTHING	N
			Vendor Total:	52.47									
03727 STAPLES BUSINESS ADVANTAGE													
	17-00759	06/29/17	office supplies and rec. supp.										
	1		envelopes	21.75	7-01-20-701-036		B OFFICE SUPPLIES	R	06/29/17	08/03/17		3345150714+	N
	2		file box	17.48	T-19-56-286-106		B SUMMER CAMP	R	06/29/17	08/03/17		3345150714+	N
	3		audio video cable	17.38	T-19-56-286-106		B SUMMER CAMP	R	06/29/17	08/03/17		3345150714+	N
	4		craig hdmi dvd player	76.38	T-19-56-286-106		B SUMMER CAMP	R	06/29/17	08/03/17		3345150714+	N
	5		vizio led tv	229.99	T-19-56-286-106		B SUMMER CAMP	R	06/29/17	08/03/17		3345150714+	N
	6		cds	34.99	7-01-21-720-059		B COMPUTER EQUIPMENT S/W & SUPPL	R	06/29/17	08/03/17		3345150714+	N
				397.97									
	17-00786	07/07/17	PD OFFICE SUPPLIES										
	1		PD OFFICE SUPPLIES	182.72	7-01-25-745-036		B OFFICE SUPPLIES	R	07/07/17	08/03/17		3345702799+800+	N
			Vendor Total:	580.69									
03743 S&S WORLDWIDE INC													
	17-00743	06/27/17	Summer Camp Field Supplies 2										
	1		Summer Camp Field Supplies 2	148.67	T-19-56-286-106		B SUMMER CAMP	R	06/27/17	08/03/17		9738741	N
			Vendor Total:	148.67									

Total Purchase Orders: 71 Total P.O. Line Items: 111 Total List Amount: 4,856,522.22 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 2016 BUDGET	6-01	4,500.00	0.00	4,500.00	0.00	0.00	4,500.00
CURRENT FUND 2017 BUDGET	7-01	4,126,589.51	0.00	4,126,589.51	0.00	0.00	4,126,589.51
CAPITAL FUND	C-04	208,274.78	0.00	208,274.78	0.00	0.00	208,274.78
BOA ESCROW ACCOUNTS	E-08	477,096.30	0.00	477,096.30	0.00	0.00	477,096.30
DOG TRUST ACCOUNT	T-12	31.80	0.00	31.80	0.00	0.00	31.80
OPEN SPACE TRUST ACCT	T-14	39,539.93	0.00	39,539.93	0.00	0.00	39,539.93
RECREATION TRUST FUND	T-19	489.90	0.00	489.90	0.00	0.00	489.90
Year Total:		40,061.63	0.00	40,061.63	0.00	0.00	40,061.63
Total of All Funds:		4,856,522.22	0.00	4,856,522.22	0.00	0.00	4,856,522.22



160 SPRING

VALLEY RD LLC

*120 Sylvan Ave
Englewood Cliffs NJ 07362
Tel: (201) 461-4663
Fax: (201) 461-4660*

July 26, 2017
RE: 160 Spring Valley Rd, Montvale

Att: Maureen Larossi- Alwan
Administrator/Municipal Clerk

On behalf of 160 Spring Valley Rd LLC/Peter Tiflinsky, we would like to present you the following street names for approval for our upcoming development.

The main street of the development will be named Ackerman Drive. "Ackerman" came from the list given to us by the town of approved names.

The remaining 3 streets, if approved, will be as follows:

Brandon Court
Premier Way
Opus Way

Kindly review and advise if all is acceptable. Thank you for attention to this matter.

Sincerely,

Gloriana Echeverria
Office manager

TO: All Developers

From: The Mayor and Council
Maureen Iarossi-Alwan, Administrator/Municipal Clerk

Subject: Borough of Montvale/Suggested Street Names

The following is a list of **suggested** street names that is provided by the Historic Preservation Commission and Planning Board of the Borough of Montvale. When you are making your street name selection, please inform the Mayor & Council in writing.

SUGGESTED STREET NAMES:

*Ackerman
Bittersweet Terrace
Cottonwood Drive
Cranberry Lane
Driftway Lane
*Eckerson
Honeysuckle Drive
Iron Horse Lane
Larch Street
*Pulis
Spicewood Road
Sandstone Road
Sweetbriar Lane
*Swales
*Van Houten
*Van Orden
Wedgehill Road

If a developer has more than one street to name, one of the names selected shall be one with an asterisk beside it. ***Alternate street names may be submitted to the Mayor & Council for consideration.***

- The names of founding families shall be combined with an appropriated designation such as Street, Road, Lane, Circle, Court, etc.

ALL SELECTIONS MUST BE IN WRITING

last update 5/15/2016

To: Mayor Ghassali
Councilmember Arendacs
Councilmember Gloeggler
Council President Curry
Councilmember Dieter
Councilmember Lane
Councilmember Weaver

From: Robert Hanrahan
EC Chairman

July 24, 2017

RE: Tree Removal Ordinances

On behalf of the Montvale Environmental Commission, attached are our recommendations for two (2) tree removal ordinances.

As per directions from the Planning Board, we worked with Mr. Deblasio from Maser Consulting in creation of the attached ordinances. The EC has reviewed and incorporated the comments from the Mayor & Council's meeting held on March 28 and the Planning Board's meeting held on April 4. This is the final draft as a result of numerous meetings on the subject as well as further research and public input.

We did our best to strike a balance between creating regulations which will have measurable effect on reduction of indiscriminant tree removal while not negatively affecting the general public. In fact we believe residents will realize and appreciate the positive effect of ensuring existing tree buffering is maintained during construction events on adjoining properties.

The EC wishes to thank Mayor Ghassali, Council Members, Maureen Larossi Alwan, the Planning Board, and Maser Landscape Architect Mr. De Blasio for all their assistance. We would be happy to join any future meetings to entertain any further questions, suggestions, and/or concerns.

Respectfully Submitted,


Robert Hanrahan

CC: PB Chairman DePinto
Gus De Blasio
Jeff Fette
Andy Hipolit
EC Members

Montvale Borough, Demolition & Tree Removal Ordinances

Project No. 17001260G

Chapter XXX Tree Removal during Demolition

The Borough Council of the Borough of Montvale does hereby find and determine that:

- A. There is a need to regulate and control the demolition of buildings and structures because uncontrolled demolition and clearing of land can be detrimental to the public safety, health and general welfare.
- B. There is a desire to control and regulate indiscriminant tree removal as part of the demolition of buildings and structures.

XXX-X Demolition Permit Required

No person, applicant, developer or contractor shall initiate and/or commence demolition or removal of any buildings or structures without first obtaining a demolition permit from the construction code official. A site survey showing the limits of disturbance required to accomplish the demolition or removal shall be provided as part of the demolition permit application. Tree removal outside the approved limits of disturbance shall not be permitted without first obtaining a Tree Removal Permit.

XXXX-XX Exemptions

The following shall be exempt from the requirements of this article:

- 1) Tree removal is permitted outside the area of disturbance to allow for the following:
 - a. Removal of any tree with caliper below six (6) inch caliper measured 4 ½ ft above the highest side of existing grade

XXXX-XX Violations

- 1) A fine of not less than \$500.00 (five hundred US dollars) will be imposed for each tree removed in violation of this Chapter.
 - 2) Tree removal outside of the limits described in this chapter will result in a revocation of any existing building permit(s) and will begin the start of a 6 month waiting period before further permitting will be considered.
-
-

Chapter XXXX Tree Removal

The Borough Council of the Borough of Montvale does hereby find and determine that:

- A. Indiscriminate and uncontrolled tree removal upon lots and tracts of land within the Borough contributes to drainage problems, increased soil erosion and dust conditions tending to decrease property values and adversely affects the public health, safety and general welfare of the community.
- B. The Borough desires to control and regulate tree removal and to preserve the maximum number of trees during the course of development of lots or parcels of land.
- C. This ordinance is not intended to directly affect those not involved with construction efforts.

XXXX-X Tree Removal Permit Required

- a) With the exception of the exemptions listed in this article, no person, applicant, developer or contractor shall cut or remove trees six (6) inch caliper or greater measured 4½ ft. above the high side of existing grade from the Tree Preservation Zone on any lands within the Borough as part of a site plan, subdivision or building expansion application without first obtaining a tree removal permit from the Construction Code Official in accordance with this article.
- b) In the case of site plan and subdivision applications, the reviewing Board shall request recommendations from the Montvale Environmental Commission on tree removal prior to any Board decision. For applications not subject to Planning & Zoning Board review, the Construction Code Official shall request the recommendations of the Montvale Environmental Commission before issuing a tree removal permit.
- c) Tree removal shall be restricted from the Tree Preservation Zone which is defined as the area between the lot or parcel perimeter property lines and the front, side and rear building setback lines as established in each zoning district.
- d) A site survey or plan showing the tree removal limits shall be provided for review and approval with the tree removal application.
- e) A letter submitted from the Montvale Environmental Commission through the Construction Code Official describing the tree removal shall constitute the tree removal application limits.

XXXX-XX Exemptions

The following shall be exempt from the requirements of this article:

- 1) Single family residential lots containing an existing dwelling that is not subject of an expansion or land development application.
- 2) Tree removal is permitted within the Tree Preservation Zone to allow for the following:
 - a. Driveway or roadway access from an existing road frontage.

- b. Land grading necessary to establish the appropriate proposed grade elevations to foster proper drainage and construction of the proposed building or buildings on a lot or parcel.
- c. Construction of underground utilities that serve the new building or buildings.
- d. Removal of trees that are dead, dying or diseased, trees that have sustained significant storm damage or trees due to their location or physical condition render them a hazard to structures or people.
- e. Removal of any tree with caliper below six (6) inch measured from 4 ½ ft above the highest side of existing grade
- f. Any tree growing in a public right-of-way, land of property
- g. Tree removal as part of a Municipal, County or State agency or authority improvement project.
- h. Commercial nurseries, Christmas tree plantations and fanning activities requiring tree removal.
- i. Any trees hindering sight distance from property.

XXXX-XXX Compensatory Plantings

In the event that preservation of existing trees within any designated Tree Preservation Zone is impossible or impractical based on the proposed development, compensatory plantings shall be required for each live tree within the Tree Preservation Zone being removed. Compensation shall be on a one for one basis with the compensation trees being 2" caliper minimum to be planted on the project lot or parcel. The Montvale Environmental Commission will review and consider approval of any compensatory planting as a result of actions described in this chapter.

XXXX-XXX Violations

- 1) A fine of not less than \$500.00 (five hundred US dollars) will be imposed for each tree removed in violation of this Chapter.
 - 2) Tree removal outside of the limits described in this chapter will result in a revocation of any existing building permit(s) and will begin the start of a 6 month waiting period before further permitting will be considered.
-

SCHEDULE XXX Tree Preservation Zones

**** ADD SCHEDULE HERE****

Maureen Iarossi

Subject: FW: Green Acres

From: Snyder, Maude [mailto:Maude.Snyder@dep.nj.gov]

Sent: Monday, July 31, 2017 3:42 PM

To: Maureen Iarossi <miarossi@montvaleboro.org>

Subject: RE: Green Acres

Hi Maureen,

I found no additional information on this project. I have to assume that the "site improvements and landscaping" were associated with the Green Acres funded lighted tennis courts. Therefore, the tennis courts and any subsequent use of the tennis court property will need to provide the general public with reasonable access.

The basketball courts are "unfunded". Municipalities are free to schedule the use of, and charge fees for, unfunded park facilities as they see fit. Keep in mind that the general public cannot be excluded from walking through a ROSI- listed park (funded or unfunded).

Please let me know if you have any other questions.

Maude

From: Snyder, Maude

Sent: Thursday, July 20, 2017 5:28 PM

To: 'Maureen Iarossi'

Subject: RE: Green Acres

Hi Maureen,

I wanted to confirm with the Green Acres funding project manager that the basketball courts were "unfunded", but she is out of the office this week and next and I was unsuccessful in finding the archive box. The Green Acres funding project agreement said that GA funds went toward "3 lighted tennis courts, site improvements and landscaping". The "site improvements and landscaping" may have been in connection with the tennis court or they may be more general in nature. If the only funding was associate with the tennis courts than the basketball courts would be considered "unfunded". If, however, the site improvements were more general to the park, then the entire park would be encumbered. I suspect the former is true, but I was looking for an "as built" to confirm where the improvements were placed.

In any event, *limited* scheduling for "residents only" would still be allowed on funded parkland and I think that 5:30 to 8 on the weekdays would qualify as limited. If this can wait for another week when the Green Acres project manager is back in the office, I can see if she has "as built". If not, we will need to assume that the basketball courts are unfunded and then scheduling would be at the discretion of the Borough.

I'm sorry that this has taken longer than usual.

Maude

Maude Snyder

Bureau of Legal and Stewardship Services

NJDEP Green Acres Program

Maude.Snyder@dep.nj.gov

(609) 292-0903

From: Maureen Iarossi [mailto:miarossi@montvaleboro.org]

Sent: Thursday, July 20, 2017 3:38 PM

To: Snyder, Maude

Subject: FW: Green Acres

Hi Maude,



GURBIR S. GREWAL
Bergen County Prosecutor

Office of the County Prosecutor

County of Bergen
Two Bergen County Plaza
Hackensack, New Jersey 07601
(201) 646-2300

DENNIS CALO
First Assistant Prosecutor
CAROL NOVEY CALOGNO
Executive Assistant Prosecutor
ROBERT ANZILOTTI
Chief of Detectives

July 27, 2017

By Hand Delivery

Chief James N. Batelli
Mahwah Police Department
221 Franklin Turnpike
Mahwah, New Jersey 07430

Re: Enforceability of Mahwah Township Ordinance No. 1806

Dear Chief Batelli:

I write in response to your July 24, 2017 letter, seeking guidance concerning the enforceability of Mahwah Township Ordinance No. 1806 (the "Ordinance"), which becomes effective on July 27, 2017, and limits the use of Mahwah recreational facilities to New Jersey residents. In your letter, you raise a number of concerns regarding the Mahwah Police Department's ("MPD") ability to enforce the Ordinance without, among other things, violating the constitutional rights of individuals using Mahwah recreational facilities as well as Attorney General Directive 2005-1 (the "Directive"), which expressly prohibits racially-influenced policing. You have also expressed concern that enforcement of the Ordinance may expose you and the MPD to increased civil liability and to internal affairs complaints. I concur with your observations concerning the Ordinance and agree that its enforcement raises serious legal issues. For the reasons set forth below, pursuant to my authority as the Chief Law Enforcement Officer of Bergen County, I direct you not to enforce the Ordinance.

First, enforcement of the Ordinance raises numerous constitutional concerns as it provides you no neutral criteria for MPD officers to utilize when deciding to detain an individual to ascertain his/her residency status. At best, the Ordinance invites MPD officers to stop individuals for no reason at all, and, at worst, MPD officers may be called on (as discussed below) to stop individuals for impermissible reasons. As a result, its enforcement would violate the Fourth Amendment's proscription against unlawful searches and seizures. Indeed, in Barkawi v. Borough of Haledon, the Appellate Division affirmed the trial court's invalidation of a similar ordinance excluding non-residents (of the borough in that case) from borough parks on Fourth Amendment grounds. No. A-7455-9725, 1999 WL 33601519 at *5 (App. Div. Jun. 21, 1999), *cert. denied*, 162 N.J. 487 (Nov. 18, 1999).



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Second, enforcement of the Ordinance may violate the Directive prohibiting racially-influenced policing, which provides in relevant part:

A sworn officer or civilian employee of a police agency acting under the authority of the laws of the State of New Jersey shall not consider a person's race or ethnicity as a factor in drawing an inference or conclusion that the person may be involved in criminal activity, or as a factor in exercising police discretion as to how to stop or otherwise treat the person....

Directive at ¶ 2(a). In this regard, you have informed me that since enactment of the Ordinance (but prior to its effective date), the MPD has received numerous calls asking for it to be enforced against individuals perceived by the callers to be out-of-state members of the Hasidic Jewish community using Mahwah parks. Any response by MPD officers to verify such calls would necessarily run afoul of the Directive as the responses would be based on impermissible grounds.

Third, responding to any such calls for service could also give rise to violations of criminal statutes enacted to prohibit such conduct by law enforcement officers. See N.J.S.A. 3C:30-5 (setting forth the New Jersey State Legislature's declaration relative to deprivation of civil rights by public officials) and 2C:30-6 (crime of official deprivation of civil rights if a public servant knowing that his conduct is unlawful and acting with the purpose to intimidate or discriminate against an individual or group of individuals because of race, color, religion, etc., subjects another to unlawful detention or impedes another in the lawful exercise of any right or privilege).

Fourth, while the reasons outlined above alone counsel against enforcement of the Ordinance, it also bears noting that its enforcement may give rise to claims that the Ordinance interferes with First Amendment guarantees and an individual's federal constitutional right to due process and equal protection under the law.

Finally, I want to thank you for bringing this matter to my attention and if you have any additional questions concerning the above please do not hesitate to contact me. I am also copying Mahwah Mayor William Laforet, members of the Mahwah Township Council, and the Township Attorney on this letter, so that they may consider my observations with respect to the Ordinance and the problems with its enforcement.

Very truly yours,



GURBIR S. GREWAL
Bergen County Prosecutor



M AUREEN

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

RICHARD T. HAMMER
Commissioner

KIM GUADAGNO
Lt. Governor

July 24, 2017

Dear Mayor/Freeholder Director/County Executive:

On behalf of Governor Chris Christie I am pleased to announce that applications will now be accepted for the New Jersey Department of Transportation's (NJDOT) FY 2018 State Aid programs. As Commissioner of Transportation we are committed to maintaining and improving New Jersey's local transportation infrastructure by providing financial assistance to counties and municipalities for traditional and non-traditional transportation initiatives.

The following is a brief description of each program:

- **Municipal Aid** - This program has been a significant resource for municipalities in funding local transportation projects. All municipalities are eligible. The Department continues to encourage municipalities to consider using the Municipal Aid Program to fund projects that support walking and biking in their communities. NJDOT has set a goal to award up to 10% of the Municipal Aid Program funds to projects such as pedestrian safety improvements, bikeways and streetscapes.
- **Transit Village** - This program will award grants for traditional and non-traditional transportation projects that enhance walking, biking and/or transit ridership within 1/2 mile of the transit facility. Only New Jersey municipalities that have been designated as Transit Villages by the Commissioner of Transportation and the inter-agency Transit Village Task Force are eligible to apply. The eligible town list can be found at:

<http://www.state.nj.us/transportation/business/localaid/transitvillagef.shtm>

- **Bikeways** - This program is intended to fund bicycle projects which create new Bike Path Mileage. It is available to all counties and municipalities. The Department continues to work toward the goal of achieving 1,000 miles of dedicated bikeways in New Jersey. Special consideration will be given to bikeways that are physically separated from motorized vehicular traffic by an open space or barrier, but on-road bike lanes and other bike routes and facilities are also eligible for funding.

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- **Safe Streets to Transit** - The intent of this program is to encourage counties and municipalities to construct safe and accessible pedestrian linkages to transit facilities, in order to promote increased usage of transit by all segments of the population.

All projects funded through the Transportation Trust Fund must comply with the Americans with Disabilities Act (ADA). ADA guidance, program descriptions and application guidance materials can be found on the NJDOT website at:

<http://www.state.nj.us/transportation/business/localaid/stateaid.shtm>

If you choose to apply, please consider the following in your applications. NJDOT requires grant projects to be awarded to construction within 24 months from the date of grant notification.

I encourage you to submit applications for these Local Aid programs. Each program application will be evaluated independently, affording counties and municipalities the opportunity to receive funding in more than one category.

The enclosed map provides contact information for each Local Aid District Office. Please keep in mind that a separate application for each project must be completed and submitted on or before October 6, 2017 on-line through SAGE at:

<https://njsage.intelligrants.com/Login.aspx?APPTHEME=NJSAGE>

We recommend that you consult with your Local Aid District Office to assist in preparing applications for funding. Thank you for your continued interest and support of NJDOT, and best wishes for success with your project applications.

Sincerely,



Richard T. Hammer
Commissioner

Enclosure

c Municipal Clerk
Municipal Engineer
County Engineer