

**AGENDA**  
**WORK SESSION MEETING**  
**BOROUGH OF MONTVALE**  
**Mayor and Council Meeting**  
**July 31, 2018**  
**Closed Executive Session to Commence 6:30 PM**  
**Meeting to Commence 7:30 PM**

**CLOSED/EXECUTIVE SESSION:**

Motion to move into Executive Session as provided for by Resolution No. 15-2018 adopted on January 1, 2018 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/Contract Negotiations/Litigation/C.O.A.H

- a. Contracts Negotiations/ Montvale Fire House
- b. Contract Negotiations PVDPW
- c. Council On Affordable Housing(C.O.A.H)

Minutes to be disclosed as per the Open Public Meetings Act and Resolution No. 15-2018 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

**ORDINANCES:**

**INTRODUCTION ORDINANCE NO. 2018-1458** AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 128, "ZONING," TO PROHIBIT MARIJUANA ESTABLISHMENTS AND VAPOR ESTABLISHMENTS, INCLUDING THE CULTIVATION, TESTING OR MANUFACTURING OF MARIJUANA OR VAPOR PRODUCTS AS WELL AS ADVERTISING CONCERNING SAME IN THE BOROUGH OF MONTVALE

(Public Hearing 8-14-2018)

**MINUTES:**

July 10, 2018

**MINUTES CLOSED/EXECUTIVE SESSION:**

July 10, 2018

**RESOLUTIONS:**

158-2018 A Resolution Encouraging the Borough of Montvale Planning Board to Videotape its Public Meetings

160-2018 Emergency Budget Appropriation/Feasibility Study/PVRHS

161-2018 Resolution Approving a Proposal from Porzio Bromberg & Newman, P.C. for Professional

Legal Services to Coordinate the Preparation of a Feasibility Study to Analyze the Impact of a Potential Withdrawal of Montvale and Woodcliff Lake from the Pascack Valley Regional High School District

**RESOLUTIONS: (CONSENT AGENDA\*)**

All items listed on a consent agenda are considered to be routine and non-controversial by the Borough Council and will be approved by a motion, seconded and a roll call vote. There will be no separate discussion on these items unless a Council member(s) so request it, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

156-2018 Authorize Release of Escrow/Block 204/Lot 6/J. Frustieri

157-2018 A Resolution Certifying a Lien against Property Known as 45 Longridge Road For Costs Incurred by the Borough of Montvale In Accordance With the Montvale Property Maintenance Code

159-2018 A Resolution Awarding a Professional Services Contract to Community Grants, Planning & Housing ("CGP&H") for Professional Housing Rehabilitation Services

162-2018 Authorize Change Order #8/Montvale Intersection Improvements /Chestnut Ridge Road Widening/New Prince Concrete Construction Co., Inc.

163-2018 Urging the Bergen County Board of Chosen Freeholders to Install Certain Safety Improvements At Three Locations in the Borough

**BILLS:****ENGINEER'S REPORT:**

Andrew Hipolit

Report/Update

a. Update/Status Fieldstone Field Synthetic Turf

b. Lime Energy/Direct Install Program/Proposal

c. 25 W Grand Ave Update / Additional Tank

d. Change Order Sidewalk and Curbing / Edgren Way

**ATTORNEY REPORT:**

Joseph Voytus, Esq.

Report/Update

**UNFINISHED BUSINESS:**

a. Jeffrey Fette/Mayor & Council Review of Property Maintenance Protocol/Property Maintenance Violations Ordinance/Property Maintenance Violators Procedures

b. Recreation Director/Lisa Dent/M&C Discussion/Recommendations/Fees & Regulations/Use of Basketball Courts

**NEW BUSINESS:**

None.

**COMMUNICATION CORRESPONDENCE:**

None.

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

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

**MEETING CLOSED TO THE PUBLIC:****ADJOURNMENT:**

The next Meeting of the Mayor and Council will be held August 14, 2018 at 7:30 p.m.

\*\*\*\*\*Disclaimer\*\*\*\*\* All M & C Meeting Are Subject To Additions, Deletions and Amendments –

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
ORDINANCE NO. 2018-1458**

**NOTICE IS HEREBY GIVEN** that the following Ordinance was introduced and passed on the first reading at the regular meeting of the Mayor and Council on the 31st day of July 2018, and that said Ordinance will be taken up for further consideration for final passage at a regular meeting of the Mayor and Council to be held on the 14th day of August 2018 at 7:30 pm, or as soon thereafter as said matter can be reached, at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning same.

Maureen Iarossi Alwan, Municipal Clerk  
Borough of Montvale

**BOROUGH OF MONTVALE**

**ORDINANCE NO. 2018-1458**

**AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 128, "ZONING," TO PROHIBIT MARIJUANA ESTABLISHMENTS AND VAPOR ESTABLISHMENTS, INCLUDING THE CULTIVATION, TESTING OR MANUFACTURING OF MARIJUANA OR VAPOR PRODUCTS AS WELL AS ADVERTISING CONCERNING SAME IN THE BOROUGH OF MONTVALE**

**WHEREAS**, the State of New Jersey is considering legalizing marijuana for recreational use, allowing for the distribution and consumption of marijuana within New Jersey; and

**WHEREAS**, the Borough of Montvale is concerned about the impacts of the legalization of marijuana on the health, safety and welfare of the public and specifically with respect to children; and

**WHEREAS**, in light of the circumstances present in many other states that have legalized marijuana for recreational use, the Borough of Montvale hereby finds that businesses selling, cultivating, growing, processing or which are otherwise involved in the distribution of marijuana pose specific and articulable concerns, including but not limited to security, the sale or re-sale of marijuana to minors, the health of employees and patrons, patrons driving under the influence of marijuana, connection to organized criminal activity, and the sale of unlicensed products in such establishments; and

**WHEREAS**, the Borough of Montvale is therefore desirous of banning the sale of marijuana and associated paraphernalia, and operations related to the cultivation, testing or manufacturing of such products, within the territorial jurisdiction of the Borough of Montvale; and

**WHEREAS**, electronic smoking devices, commonly known as "e-cigarettes," "e-cigars," "e-pens," "vape pens" or similar names, are battery-operated devices designed to look like and be used in the same or a similar manner as conventional tobacco products; and

**WHEREAS**, electronic smoking devices often contain liquid or cartridges that contain liquid nicotine and other chemical, and which can sometimes be filled or re-filled with liquid solutions containing controlled substances, creating the potential for inhalation and exposure to controlled substances; and

**WHEREAS**, the United States Food and Drug Administration ("FDA") has conducted laboratory analysis of electronic smoking device cartridges and has found the presence of, among other things, diethylene glycol (an ingredient in antifreeze), tobacco-specific nitrosamines (human carcinogens), tobacco-specific impurities suspected of being harmful to humans, varied levels of nicotine despite identically-labelled cartridges, and particularly high doses of nicotine; and

**WHEREAS**, consumers currently lack information resulting from clinical studies about the safety and efficacy of electronic smoking devices, including with respect to second-hand exposure to the vapor emitted from electronic smoking devices; and

**WHEREAS**, the FDA has raised concerns about the use of electronic smoking devices and the marketing and advertising of such products towards young people; and

**WHEREAS**, the Borough of Montvale is concerned that the presence of social clubs and stores primarily selling electronic smoking devices or other vapor products within the Borough would be detrimental to the health, safety and welfare of the public.

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

**Section 1.** Chapter 128 of the Borough of Montvale is hereby amended and supplemented by adding a new Section 9.3, "Certain uses related to marijuana and vapor products prohibited; definitions," as follows:

**§128-9.3      Certain uses related to marijuana and vapor products prohibited; definitions.**

A. Wherever used in this Chapter, the following terms shall have the meaning indicated:

**ELECTRONIC SMOKING DEVICE** means any non-combustible product that employs a heating element, power source, electronic circuit or other electronic, chemical or mechanical means, regardless of shape or size and which can be used to deliver nicotine or other substances in a solution, vapor or any form to the person inhaling from the device, including, but not limited to, vapor cartridge, liquid nicotine container, electronic cigarette, cigar, cigarillo, pipe or other form intended to be used with, or in, any such device.

**HEMP** means a Cannabis plant containing less than 0.3% THC, whether growing or not, the seeds thereof, and every compound, manufacture, salt, derivative, mixture or preparation of the plant or its seeds. This definition shall include cannabinoids (CBDs) derived from hemp.

**LIQUID NICOTINE** means any solution containing nicotine which is designed or sold for use with an electronic smoking device.

**LIQUID NICOTINE CONTAINER** means a bottle or other container of liquid, wax, gel or other substance containing nicotine, where the liquid or other contained substance is sold, marketed or intended for use in a vapor product but does not include containers prefilled and sealed by the manufacturer and not intended to be opened by the consumer.

**MARIJUANA** means all or parts of the plant genus Cannabis, whether growing or not, the seeds thereof, and every compound, manufacture, salt, derivative, mixture or preparation of the plant or its seeds (except those containing only resin extracted from the plant). Notwithstanding the foregoing, this definition shall not be deemed to include Hemp as such term is defined herein.

**MARIJUANA ESTABLISHMENT** means a business, residence or other location where the cultivation, testing, manufacturing, dispensing, growing, extraction or retail sale of marijuana or marijuana paraphernalia takes place, or where services are offered that involve marijuana or marijuana paraphernalia. This definition shall not include legally-authorized medical or pharmaceutical research or clinical trials performed or conducted by or under the direction and supervision of a licensed medical research facility, hospital or pharmaceutical company.

**MARIJUANA PARAPHERNALIA** means any equipment, products, or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, composting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

**VAPOR PRODUCT** means electronic smoking devices, liquid nicotine, liquid nicotine containers, and similar products used, or intended to be used, with such products.

**VAPOR ESTABLISHMENT** means a business, residence or other location: 1) in which at least 51% of the retail business consists of the testing, manufacturing or retail sale of vapor products and in which the sale of other products is merely incidental, or 2) where services are offered that involve vapor products, including but not limited to vape lounges or social clubs involving the use of vapor products.

B. In all zoning districts in the Borough of Montvale, the following uses shall be prohibited:

1. Marijuana Establishments. This prohibition shall not include premises regularly in the business of selling and/or dispensing medical marijuana under a license issued by the State of New Jersey, and having been prescribed by a licensed physician and dispensed in accordance with applicable law. [REDACTED]
2. Vapor Establishments.
3. Signs, billboards or other similar structures or devices that advertise or promote marijuana, marijuana establishments, vapor products or vapor establishments.

**Section 2.** Repeal of Inconsistent Ordinances.

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

**Section 3.** Savings Clause.

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

**Section 4.** Severability.

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

**Section 5.** Effective Date.

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

MICHAEL GHASSALI, Mayor

ATTEST:

MAUREEN IAROSI-ALWAN, RMC  
Municipal Clerk

INTRODUCED: 7/31/18

Councilmember	Yes	No
Arendacs		
Curry		
Gloeggler		
Koelling		
Lane		
Weaver		

ADOPTED: 8/14/18

Councilmember	Yes	No
Arendacs		
Curry		
Gloeggler		
Koelling		
Lane		
Weaver		

PUBLIC MEETING  
MINUTES

The Public Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:41 PM. Adequate notification was published in the official newspaper of the Borough of Montvale. Clint Miller, led the Pledge of Allegiance to the Flag, and roll call was taken.

**OPEN PUBLIC MEETING STATEMENT**

Adequate notice of this meeting was provided to The Bergen Record and/or 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).

Also Present: Mayor Mike Ghassali; Borough Attorney, Joe Voytus; Borough Engineer, Andrew Hipolit; Administrator/Municipal Clerk, Maureen Iarossi-Alwan; and Deputy Municipal Clerk, Fran Scordo

**ROLL CALL:**

Councilmember Arendacs  
Councilmember Curry  
Councilmember Gloeggler

Councilmember Koelling  
Councilmember Lane - absent  
Councilmember Weaver

**PRESENTATION:** Flight Centre Travel Group

Representatives from the group gave a brief overview of their company; they are a corporate travel company that employs more than 19,000 people globally and has a total of almost 2,800 businesses. Liberty Travel is their parent company.

**ORDINANCES:**

**PUBLIC HEARING ORDINANCE NO. 2018-1455** AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 4 OF THE BOROUGH OF MONTVALE TO INCREASE THE MAXIMUM NUMBER OF PLENARY RETAIL CONSUMPTION LICENSES

**WHEREAS**, the number of plenary retail consumption licenses within the territorial jurisdiction is set by the New Jersey Division of Alcoholic Beverage Control ("ABC"); and

**WHEREAS**, the Borough of Montvale is currently limited by the ABC to a maximum of four plenary retail licenses based on its population, exclusive of exemptions; and

**WHEREAS**, there are certain exemptions to the maximum number of plenary retail consumption licenses, including for establishments affiliated with a hotel/motel or theater; and

**WHEREAS**, Montvale Code §4-11 imposes a cap of five plenary retail licenses, including exemptions; and

**WHEREAS**, the Borough of Montvale is desirous of increasing the cap in its Code to allow for additional plenary retail consumption licenses under hotel/motel, theater, or other exemptions permitted by the ABC.

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

**Section 1.** Chapter 4, "Alcoholic Beverages," of the Code of the Borough of Montvale, Section 11, "Limit on plenary retail consumption licenses," is hereby amended and supplemented by adding the underlined text and deleting the [bracketed] text, as follows:

**§4-11 Limit on plenary retail consumption licenses.**

The Mayor and Council does hereby limit the number of plenary retail consumption licenses to be issued to a maximum of ~~six~~ [five] licenses.

**Section 2.** Repeal of Inconsistent Ordinances.

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

**Section 3.** Savings Clause.

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

**Section 4.** Severability.

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

**Section 5.** Effective Date.

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

Ordinance No. **2018-1455** was introduced for second reading by Councilmember Weaver; seconded by Councilmember Koelling; Clerk read by title only;

Motion to open meeting to the public by Councilmember Gloeggler; seconded by Councilmember Koelling - all ayes

**NO PUBLIC COMMENT**

Motion to close meeting to the public by Councilmember Koelling; seconded by Councilmember Curry - all ayes

Motion to adopt on Second and Final Reading in Ridgewood News by Councilmember Koelling; seconded by Councilmember Curry; Clerk read by title only; a roll call vote was taken --- all ayes

**PUBLIC HEARING ORDINANCE NO. 2018-1456** AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 128, "ZONING," TO PROHIBIT MARIJUANA ESTABLISHMENTS AND VAPOR ESTABLISHMENTS, INCLUDING THE CULTIVATION, TESTING OR MANUFACTURING OF MARIJUANA OR VAPOR PRODUCTS AS WELL AS ADVERTISING CONCERNING SAME IN THE BOROUGH OF MONTVALE

**(Montvale Planning Board Comments/Recommendations)**

**WHEREAS**, the State of New Jersey is considering legalizing marijuana for recreational use, allowing for the distribution and consumption of marijuana within New Jersey; and

**WHEREAS**, the Borough of Montvale is concerned about the impacts of the legalization of marijuana on the health, safety and welfare of the public and specifically with respect to children; and

**WHEREAS**, in light of the circumstances present in many other states that have legalized marijuana for recreational use, the Borough of Montvale hereby finds that businesses selling, cultivating, growing, processing or which are otherwise involved in the distribution of marijuana pose specific and articulable concerns, including but not limited to security, the sale or re-sale of marijuana to minors, the health of employees and patrons, patrons driving under the influence of



marijuana, connection to organized criminal activity, and the sale of unlicensed products in such establishments; and

**WHEREAS**, the Borough of Montvale is therefore desirous of banning the sale of marijuana and associated paraphernalia, and operations related to the cultivation, testing or manufacturing of such products, within the territorial jurisdiction of the Borough of Montvale; and

**WHEREAS**, electronic smoking devices, commonly known as "e-cigarettes," "e-cigars," "e-pens," "vape pens" or similar names, are battery-operated devices designed to look like and be used in the same or a similar manner as conventional tobacco products; and

**WHEREAS**, electronic smoking devices often contain liquid or cartridges that contain liquid nicotine and other chemical, and which can sometimes be filled or re-filled with liquid solutions containing controlled substances, creating the potential for inhalation and exposure to controlled substances; and

**WHEREAS**, the United States Food and Drug Administration ("FDA") has conducted laboratory analysis of electronic smoking device cartridges and has found the presence of, among other things, diethylene glycol (an ingredient in antifreeze), tobacco-specific nitrosamines (human carcinogens), tobacco-specific impurities suspected of being harmful to humans, varied levels of nicotine despite identically-labelled cartridges, and particularly high doses of nicotine; and

**WHEREAS**, consumers currently lack information resulting from clinical studies about the safety and efficacy of electronic smoking devices, including with respect to second-hand exposure to the vapor emitted from electronic smoking devices; and

**WHEREAS**, the FDA has raised concerns about the use of electronic smoking devices and the marketing and advertising of such products towards young people; and

**WHEREAS**, the Borough of Montvale is concerned that the presence of social clubs and stores selling electronic smoking devices or other vapor products within the Borough would be detrimental to the health, safety and welfare of the public.

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

**Section 1.** Chapter 128 of the Borough of Montvale is hereby amended and supplemented by adding a new Section 9.3, "Certain uses related to marijuana and vapor products prohibited; definitions," as follows:

**§128-9.3      Certain uses related to marijuana and vapor products prohibited; definitions.**

A. Wherever used in this Chapter, the following terms shall have the meaning indicated:

**ELECTRONIC SMOKING DEVICE** means any non-combustible product that employs a heating element, power source, electronic circuit or other electronic, chemical or mechanical means, regardless of shape or size and which can be used to deliver nicotine or other substances in a solution, vapor or any form to the person inhaling from the device, including, but not limited to, vapor cartridge, liquid nicotine container, electronic cigarette, cigar, cigarillo, pipe or other form intended to be used with, or in, any such device.

**LIQUID NICOTINE** means any solution containing nicotine which is designed or sold for use with an electronic smoking device.

**LIQUID NICOTINE CONTAINER** means a bottle or other container of liquid, wax, gel or other substance containing nicotine, where the liquid or other contained substance is sold, marketed or intended for use in a vapor product but does not include containers prefilled and sealed by the manufacturer and not intended to be opened by the consumer.

**MARIJUANA** means all or parts of the plant genus Cannabis, whether growing or not, the seeds thereof, and every compound, manufacture, salt, derivative, mixture or preparation of the plant or its seeds (except those containing only resin extracted from the plant).

**MARIJUANA ESTABLISHMENT** means a business, residence or other location where the cultivation, testing, manufacturing, dispensing, growing, extraction or retail sale of marijuana or marijuana paraphernalia takes place, or where services are offered that involve marijuana or marijuana paraphernalia.

**MARIJUANA PARAPHERNALIA** means any equipment, products, or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, composting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

**VAPOR PRODUCT** means electronic smoking devices, liquid nicotine, liquid nicotine containers, and similar products used, or intended to be used, with such products.

**VAPOR ESTABLISHMENT** means a business, residence or other location where the testing, manufacturing or retail sale of vapor products takes place, or where services are offered that involve vapor products.

B. In all zoning districts in the Borough of Montvale, the following uses shall be prohibited:

1. Marijuana Establishments. This prohibition shall not include premises regularly in the business of providing prescription medicines under a license issued by the New Jersey Board of Pharmacy and only for the sale of medical marijuana having been prescribed by a licensed physician and dispensed by a licensed pharmacist.
2. Vapor Establishments.
3. Signs, billboards or other similar structures or devices that advertise or promote marijuana, marijuana establishments, vapor products or vapor establishments.

**Section 2.** Repeal of Inconsistent Ordinances.

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

**Section 3.** Savings Clause.

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

**Section 4.** Severability.

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

**Section 5.** Effective Date.

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

Ordinance No. 2018-1456 was introduced for second reading by Councilmember Weaver; seconded by Councilmember Curry; Clerk read by title only;

Motion to open meeting to the public by Councilmember Curry; seconded by Councilmember Koelling - all ayes

**Martin Gallagher owner of Chestnut Ridge Exxon**

Mentioned that the intent of the ordinance is to prohibited marijuana and vaping products; Mr. Gallagher stated that e-cigarettes are important to retail businesses like his; and it should not be included in the ordinance; it is not related to marijuana and the sale of e-cigarettes is not illegal anywhere in the country.

**Bob Zitelli**

Asked if this would prohibit medical marijuana; the attorney stated there would be an exception.

**Dina**

Ask for clarification about the entire marijuana plant including hemp and CBD oil; hemp and CBD oil is used in wellness programs and is sold at places like GNC; she feels that the council did not do any research in regards to what they are really trying to prohibit; suggested to change the verbiage in regards to hemp products

**Jarret Schumacher**

Asked if a store wanted to open selling clothes made out of hemp, would that be allowed under this ordinance, the attorney stated no; what about if Sloan Kettering wanted to open a small lab at their facility to study the effects of THC in relationships of certain strains of cancer would that be banned? The borough attorney stated the way it is currently written yes. There seems to be a lot of unintended consequences with the way it is written; Mr. Schumacher suggested not to vote on the current ordinance or maybe amend it;

Motion to close meeting to the public by Councilmember Curry; seconded by Councilmember Koelling – all ayes

After a brief discussion by councilmembers it was decided to withdraw this current ordinance and draft a new one for the next meeting, a motion by Councilmember Gloeggler; seconded by Councilmember Koelling – a roll call vote was taken with Councilmembers Arendacs, Curry, Gloeggler and Koelling voting yes and Councilmember Weaver voting No

**APPOINTMENT ENVIRONMENTAL COMMISSION:** Carly De La Hoz, 2nd Alternate

Mayor Ghassali appointed Ms. De La Hoz as 2<sup>nd</sup> alternate to the Environmental Commission

**MEETING OPEN TO PUBLIC:**

Agenda Items Only

Motion to open meeting to the public by Councilmember Koelling; seconded by Councilmember Curry – all ayes

**NO PUBLIC COMMENT**

Motion to close meeting to the public by Councilmember Koelling; seconded by Councilmember Curry – all ayes

**MEETING CLOSED TO PUBLIC:**

Agenda Items Only

**MINUTES:**June 26, 2018

A motion to accept minutes by Councilmember Koelling; seconded by Councilmember Gloeggler  
– all ayes

Councilmember Curry would like to amend the minutes under the discussion of the use of the basketball courts to include her statement of suggesting adult hours of use and also to encourage the police to do extra patrolling of the courts

**MINUTES CLOSED/EXECUTIVE SESSION:**June 26, 2018

A motion to accept minutes by Councilmember Koelling; seconded by Councilmember Gloeggler  
– all ayes

**RESOLUTIONS: (CONSENT AGENDA\*)**

All items listed on a consent agenda are considered to be routine and non-controversial by the Borough Council and will be approved by a motion, seconded and a roll call vote. There will be no separate discussion on these items unless a Council member(s) so request it, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

**147-2018 Authorize Change Orders No. 14 New Montvale Firehouse/Unimak LLC****RE: Authorize Change Orders No. 14 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 change order based on the contract as per the documentation transmittal dated June 27, 2018 which is attached to the original of this resolution; and

**WHEREAS**, Change Order 14 is hereby authorized in the amount of \$3,480.02 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
Change Order 3	\$0
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	\$146,617.80	Resolution 129-2017
Change Order 4	\$44,085.25	(6" Water Service)
Change Order 5	\$31,792.00	(Cupola)
Payment	\$197,738.03	Resolution 162-2017
Payment	\$252,873.27	
Change Order 6	\$7,328.75	
Change Order 7	\$66,158.32	
Change Order 8	\$12,600.12	
Change Order 9	\$10,530.85	
Change Order 10	\$20,238.61	
Change Order 11	\$ 7,931.96	
Change Order 12	\$ 3,728.65	
Change Order 13	\$12,740.75	
Change Order 14	\$3,480.02	Final
<b>AMOUNT \$3,480.02 / ACCOUNT # C-04-55-405-A00</b>		

#### **148-2018 Authorizing Upgrade Sound System/Gramco Business Communications**

**WHEREAS**, the Borough of Montvale have deemed is necessary to obtain an upgrade sound system for Council Chambers, microphones stations, integrate system for digital recording, video feeds, upgrade for digital recordings in the Municipal Complex; and

**WHEREAS**, Borough of Montvale's Studio Management Company Media Consultants solicited proposals and reported two proposals had been received and reviewed; and

**WHEREAS**, Media Consultant's recommends the purchase of this equipment from Gramco Business Communications, 1149 Bloomfield Avenue, Clifton, NJ 07012 in the amount of \$17,649.35, which is made part of this Resolution and outlines the equipment ; and

**WHEREAS**, N.J.S.A. 40A:11-6.1 states the following: Award Of Purchases, Contracts Or Agreements: for all purchase/contracts that in the aggregate are less than the bid threshold but 15 percent or more of that amount, the contracting unit shall award the contract after soliciting at least two competitive quotations, if practicable.

**WHEREAS**, Borough of Montvale quotation threshold is in the amount of \$6,000; and

**WHEREAS**, the bidding threshold within the Borough of Montvale is currently \$40,000 which exempts this purchase from competitive bidding.

**WHEREAS**, the Municipal Finance Officer has certified funds are available as outlined in the Certification of Funds attached to the original of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough of Montvale as follows:

That the contract for this equipment and services be awarded to Gramco Business Communications, 1149 Bloomfield Avenue, Clifton, NJ 07012 in the amount of \$17,649.35.

**AMOUNT \$17,649.35 ACCOUNT # C-04-55-413-C00**

#### **149-2018 A Resolution of the Borough of Montvale Awarding a Contract to Media Consultants, LLC, as an Extraordinary Unspecifiable Service for MontVale Studio Management**

**WHEREAS**, the Borough of Montvale is desirous of engaging the services of a professional and reputable company to manage, create content and provide related services concerning the MontVale Studio in order to better serve Borough officials and residents; and

**WHEREAS**, such services are exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5(a)(ii) and N.J.A.C. 5:34-2.1 as "extraordinary unspecifiable services"; and

**WHEREAS**, the Borough has received a renewal proposal to provide such services from Media Consultants, LLC (the "MC Proposal") it has been determined that Media Consultants demonstrates the expertise and proven reputation in the specialty of television studio management, content production and related services which is essential to the Montvale Cable Access Studio; and

**WHEREAS**, the Council is therefore desirous of awarding a contract to Media Consultants, LLC to perform the above-referenced services for a period of one (1) year, for the prices and on the terms set forth in the MC Proposal; and

**WHEREAS**, because the value of this contract exceeds the Borough's applicable pay-to-play threshold, it shall be awarded pursuant to the "alternative" provisions of N.J.S.A. 19:44A-20.4, et seq., and Media Consultants has provided a Business Entity Disclosure Certification and all other appropriate documentation pertaining to same.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Montvale that a contract is hereby awarded to Media Consultants, LLC for of television studio management, consent production and related services, for the prices and on the terms set forth in the Proposal submitted by Media Consultants, LLC entitled "Borough of MontVale Studio Management Proposal" for the Borough of Montvale.

**BE IT FURTHER RESOLVED** that the pricing for this contract shall be for a total of \$39,900.00 as set forth in the MC Proposal and shall be for a term of one (1) year.

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk, and all other appropriate officials, shall be and are hereby authorized to execute all contract documents necessary to effectuate the purposes of this resolution, subject to approval as to form by the Borough Attorney.

**BE IT FURTHER RESOLVED** that pursuant to N.J.S.A. 40A:11-5(1)(a)(ii), a brief notice stating the nature, duration, service and amount of this contract shall be printed once in the official newspaper of Borough of Montvale, and said notice shall also advise the public that a copy of the final contract shall be on file and available for public inspection at the office of the Borough Clerk.

**Amount \$39,900.00 / Account # 8-01-20-701-028**

**150-2018 Providing For The Combination Of Certain Issues Of General Improvement Bonds Series 2018 Of the Borough of Montvale Into a Single Issue Of Bonds Aggregating \$9,770,000 In Principal Amount**

**BE IT RESOLVED** BY THE BOROUGH COUNCIL OF THE BOROUGH OF MONTVALE, IN THE COUNTY OF BERGEN, NEW JERSEY AS FOLLOWS:

Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the Bonds of the Borough of Montvale, in the County of Bergen, New Jersey (the "Borough") authorized pursuant to the bond ordinances of the Borough heretofore adopted and described in Section 2 hereof shall be combined into a single and combined issue of General Improvement Bonds, Series 2018, in the principal amount of \$9,770,000 (the "Bonds").

The principal amount of Bonds authorized by each bond ordinance to be combined into a single issue as above provided, the bond ordinances authorizing the Bonds described by reference to the number, the improvement description and the date of adoption, and the period or average period of usefulness determined in each of the bond ordinances are respectively as follows:

Bond Ordinance Number	Principal Amount of Bonds	Description of Improvement and Date of Adoption of Bond Ordinance	Useful Life
#2016-1409	\$4,855,000	Construction of a Fire House, finally adopted March 29, 2016.	30 years
#2016-1413	\$1,400,000	Various capital improvements, finally adopted May 10, 2016.	23.16 years
#2017-1425	\$1,187,500	Various capital improvements, finally adopted April 25, 2017.	15.40 years
#2017-1430	\$665,000	Acquisition of property, finally adopted July 11, 2017.	40 years
#2018-1447	\$1,662,500	Various capital improvements, finally adopted May 8, 2018.	15.71 years
<b>TOTAL</b>	<b>\$9,770,000</b>		<b>25.49 years</b>

The following matters are hereby determined with respect to the combined issue of Bonds:

The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods or average period of usefulness therein determined, is not less than 25.49 years.

The Bonds of the combined issue shall be designated "General Improvement Bonds, Series 2018" and shall mature within the average period of usefulness herein determined.

The Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law applicable to the sale and the issuance of bonds authorized by a single bond ordinance and accordingly may be sold with other issues of bonds.

The following additional matters are hereby determined, declared, recited and stated:

None of the Bonds described in Section 2 hereof have been sold or issued heretofore, and the several bond ordinances described in Section 2 have not been rescinded and now remain in full force and effect as authorizations for the respective amounts of Bonds set opposite the descriptions of the bond ordinances in Section 2 hereof.

The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and are all purposes for which no deduction may be taken in any annual or supplemental debt statement.

This resolution shall take effect immediately.

**151-2018 Award Professional Service Contract / Environmental Services / Block 1601 Lot 1 / 25 West Grand Ave / Phase II Investigation & Tank Closure / Maser Consulting, LLC**

**WHEREAS**, the Borough of Montvale has deemed it necessary to engage the professional services of an Engineer to conduct a complete Environmental Investigation prior to the Borough of Montvale's acquisition of the property located at 25 West Grand Avenue; and

**WHEREAS**, section N.J.S.A. 40A:11-5 of the Local Public Contracts Law, (N.J.S.A. 40A:11-1 et seq.) exempts such professional services from competitive bidding; and

**WHEREAS**, Maser Consulting, 200 Valley Road, Suite 400, Mt. Arlington, NJ 07856 has submitted a proposal dated June 12, 2018 to provide the Phase II ESA and Closing the

Underground Heating Oil Storage Tank the services which are detailed and attached to the original of this resolution, and

**WHEREAS**, the Certified Municipal Finance Officer has certified funds are available certification hereto attached to the original of this resolution.

**NOW, THEREFORE BE IT RESOLVED** by the Borough of Montvale as follows:

- 1) That the proposal for the scope of environmental services is attached to this resolution which is made part of this resolution shall be awarded to Maser Consulting.
- 2) That the following be provided: Environmental Services/Phase II
- 3) The cost not to exceed the total amount of \$47,850.00. The Engineer shall be required to submit itemized bills and payment shall be made based upon services rendered. The rates for this work are in accordance with the hourly contractual agreement with the Borough of Montvale.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be published an official newspaper of the Borough of Montvale, be on file, available for public inspection, in the office of the Municipal Clerk, Municipal Complex, 12 Mercedes Drive, Montvale, NJ 07645.

**AMOUNT \$47,850.00 / ACCOUNT # C-04-55-430-A00**

**152-2018 Awarding Professional Service Contract/2018 Roadway & Storm Sewer  
Emergency Repairs Preparation of Bidding Specifications/Maser Consulting, LLC**

**WHEREAS**, the Borough of Montvale has deemed it necessary to engage the professional services of an Engineer to prepare specifications for emergency repairs to roadways, curving, sidewalks, inlets and any other items associated with roadway or storm sewer failure; and

**WHEREAS**, section N.J.S.A. 40A:11-5 of the Local Public Contracts Law, (N.J.S.A. 40A:11-1 et seq.) exempts such professional services from competitive bidding; and

**WHEREAS**, Maser Consulting, 200 Valley Road, Suite 400, Mt. Arlington, NJ 07856 has submitted a proposal dated June 21, 2018 to bid specifications which are detailed and attached to the original of this resolution, and

**WHEREAS**, the Certified Municipal Finance Officer has certified funds are available certification hereto attached to the original of this resolution.

**NOW, THEREFORE BE IT RESOLVED** by the Borough of Montvale as follows:

- 1) That the proposal for the scope of services is attached to this resolution which is made part of this resolution shall be awarded to Maser Consulting.
- 2) That the following be provided: Preparation of Bid Specifications 2018 Roadway and Storm Sewer Emergency Repairs
- 3) The cost not to exceed the total amount of \$5,000.00. The Engineer shall be required to submit itemized bills and payment shall be made based upon services rendered. The rates for this work are in accordance with the hourly contractual agreement with the Borough of Montvale.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be published an official newspaper of the Borough of Montvale, be on file, available for public inspection, in the office of the Municipal Clerk, Municipal Complex, 12 Mercedes Drive, Montvale, NJ 07645.

**AMOUNT \$5,000.00 / ACCOUNT #8-01-20-715-029**



**153-2018 Awarding Professional Service Contract/2018 Emergency Sanitary Sewer Repairs Preparation of Bidding Specifications/Maser Consulting, LLC**

**WHEREAS**, the Borough of Montvale has deemed it necessary to engage the professional services of an Engineer to prepare specifications for emergency repairs to including piping network, man holes and pump stations; and

**WHEREAS**, section N.J.S.A. 40A:11-5 of the Local Public Contracts Law, (N.J.S.A. 40A:11-1 et seq.) exempts such professional services from competitive bidding; and

**WHEREAS**, Maser Consulting, 200 Valley Road, Suite 400, Mt. Arlington, NJ 07856 has submitted a proposal dated June 21, 2018 to bid specifications which are detailed and attached to the original of this resolution, and

**WHEREAS**, the Certified Municipal Finance Officer has certified funds are available certification hereto attached to the original of this resolution.

**NOW, THEREFORE BE IT RESOLVED** by the Borough of Montvale as follows:

- 1) That the proposal for the scope of services is attached to this resolution which is made part of this resolution shall be awarded to Maser Consulting.
- 2) That the following be provided: Preparation of Bid Specifications 2018 Emergency Sanitary Sewer Repairs
- 3) The cost not to exceed the total amount of \$8,500.00. The Engineer shall be required to submit itemized bills and payment shall be made based upon services rendered. The rates for this work are in accordance with the hourly contractual agreement with the Borough of Montvale.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be published an official newspaper of the Borough of Montvale, be on file, available for public inspection, in the office of the Municipal Clerk, Municipal Complex, 12 Mercedes Drive, Montvale, NJ 07645.

**AMOUNT \$8,500.00 ACCOUNT # 8-01-20-715-029**

**155-2018 Resolution Determining The Form And Other Details Of \$9,770,000 General Improvement Bonds, Series 2018 Of The Borough Of Montvale, In The County Of Bergen, New Jersey And Providing For Their Sale.**

**BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MONTVALE, IN THE COUNTY OF BERGEN, NEW JERSEY AS FOLLOWS:**

Section 1. (a) The \$9,770,000 General Improvement Bonds, Series 2018 of the Borough of Montvale, in the County of Bergen, New Jersey (the "Borough"), referred to and described in a resolution of the Borough adopted on July 10, 2018, and entitled, "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds, Series 2018 of the Borough of Montvale, in the County of Bergen, New Jersey Into a Single Issue of Bonds Aggregating \$9,770,000 in Principal Amount" and in the bond ordinances referred to therein, each in all respects duly approved and published as required by law, shall be issued as "General Improvement Bonds, Series 2018" (the "Bonds").

(b) The Bonds shall mature in the principal amounts on August 15 as follows:

Year	Principal Amount	Year	Principal Amount
2019	\$600,000	2025	\$800,000
2020	\$900,000	2026	\$800,000
2021	\$900,000	2027	\$800,000
2022	\$950,000	2028	\$800,000
2023	\$800,000	2029	\$800,000
2024	\$800,000	2030	\$820,000

(c) The actual principal amounts may be adjusted by the Borough, at its option, in accordance with N.J.S.A. 40A:2-26(g). Any such adjustment shall not exceed 10% of the principal for any maturity with the aggregate adjustment to maturity not to exceed 10% of the principal for the overall issue.

(d) The Bonds shall be subject to redemption prior to their stated maturity in accordance with the Notice of Sale attached hereto as Exhibit A.

(e) The Bonds shall be twelve in number, with one certificate being issued for each year of maturity, and shall be numbered GI-1 to GI-12, inclusive.

(f) The Bonds shall be dated their date of issuance and shall bear interest payable semiannually on the fifteenth day of February and August in each year until maturity or earlier redemption, commencing on February 15, 2019, at a rate or rates per annum, expressed in a multiple of 1/8 or 1/20 of 1% and proposed by the successful bidder in accordance with the Notice of Sale authorized herein.

(g) The Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under the official seal (or facsimile thereof) affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Borough Clerk.

Section 2. (a) The Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of Bonds maturing in each year. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository (the "Securities Depository"). The certificates will be on deposit with the Securities Depository. The Securities Depository will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$5,000, or any integral multiple in excess thereof through book-entries made on the books and the records of the Securities Depository and its participants.

(b) The principal of and the interest on the Bonds will be paid to the Securities Depository by the Borough on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of the Securities Depository as listed on the records of the Securities Depository as of each next preceding February 1 and August 1 (the "Record Dates" for the Bonds).

Section 3. The Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the Borough to market the Bonds, including in accordance with the requirements of the Securities Depository:

Councilmember Weaver asked for clarification on Resolution 149-2018 for Media Consultants, the clerk stated this is for their annual contract which includes taping of the meetings, interviews and outside events

Introduced by: Councilmember Koelling; seconded by Councilmember Curry - a roll call vote was taken - all ayes

**This resolution was pulled from the consent agenda for further discussion:**

**154-2018 Authorize 2018 Memorial School Paving Project/Borough of Montvale's Portion/Alternate**

**WHEREAS**, the Montvale Board of Education is in the process of conducting a paving project behind Memorial School which involves widening the Kinderpath, shifting the location of the Community Path, and milling and paving the blacktop behind the school, in order to ensure the safety of students and their families; and

**WHEREAS**, the public bid package issued by the Board of Education included Alternate B, the scope of which included paving near the snack stand and the dumpster, which is an area owned by the Borough of Montvale; and

**WHEREAS**, N.J.S.A. 40A:11-10 authorizes municipalities to enter into "joint agreement[s] for the provision and performance of goods and services" with any other contracting entity, including a Board of Education; and

**WHEREAS**, the lowest bidder on the project included a price of \$8,245.20 for Alternate B, which the Montvale Board of Education has requested that the Borough of Montvale fund if the Borough would like the work set forth in Alternate B to be completed; and

**WHEREAS**, the Borough of Montvale is desirous of approving this agreement and authorizing the expenditure of \$8,245.20 to fund the work described herein.

**NOW, THEREFORE, BE IT RESOLVED** that the funding agreement with the Montvale Board of Education is hereby approved; and

**BE IT FURTHER RESOLVED** that the Mayor, Borough Clerk, and all other appropriate officials are hereby directed, authorized and empowered to execute all documents and take all steps reasonably necessary to effectuate the purposes of this resolution and to provide \$8,245.20 in funding to the Montvale Board of Education for the above-referenced paving project.

Mr. Hipolit gave a brief explanation that the Montvale BOE will be paving the paths near and around Memorial School; in addition, there is a section near the snack stand and the dumpster which is owned by the borough, the BOE is asking the borough to fund that portion of the project at a cost of \$8,245.00; councilmembers agreed.

Introduced by: Councilmember Koelling; seconded by Councilmember Curry - a roll call vote was taken - all ayes

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

Motion to pay bills by Councilmember Koelling; seconded by Councilmember Gloeggler - all ayes

**REPORT OF REVENUE:** Municipal Clerk read the Report of Revenue - June

**COMMITTEE REPORTS:**

**Council President Koelling**

**Tri-Boro**

Montvale logged: 52 calls; 618 miles; 65.12 crew hours

**Police**

Monthly report included in original minutes

Celebrated Lieutenant Don Boman's last shift

**Environmental Commission**

Huff pond check valve and clean up; Mayor Ghassali stated that a possible donation of \$100,000 will be forth coming; Mr. Hipolit asked if the borough budgeted for the repair of the check valve and the clean up and the clerk stated it was not included in the budget; also another topic of what to do with the swim club lot, some suggestions are a community garden, walking trail, pavilions, dog parks. Lastly, to add a sign at Huff Pond, "catch and release"

**Councilmember Weaver**

**Regional School**

End of the year newsletter is now available on the school website;

**Economic Development Committee**

The committee is working on hosting a gala, more information to follow

The school community set up a GoFundMe Page for a Fieldstone teacher, who has ALS, Donna Myhre;

**Councilmember Arendacs**

**Recreation/Special Events**

Day in the Park was well attended and fireworks were enjoyed by all; Lisa Dent would like to thank Mayor and Council, the special events committee, fire department, police department, tri-boro ambulance, fire prevention, Pascack Valley DPW, Montvale PBA, BT Specialties and Wegmans

Hosting Movie Under the Stars, showing Coco – July 20<sup>th</sup> at 8:45pm; The Jungle Book – August 3 at 8:30pm and Hook – August 17 at 8:15pm; field use permit applications for the Fall 2018 season are now being accepted.

Summer camp has 285 campers attending

**Engineering**

2017 road program is now complete; Chestnut Ridge Road project will begin in August; 2018 road program will go out to bid shortly;

Safety concern at Grand Ave and Woodland Road, Mr. Hipolit stated he met with the county and discussed about putting some temporary measures in the area, he will follow up with the county. Mr. Hipolit suggested passing a resolution to encourage the county to implement temporary measures to prevent the passing on the right and also to install a light at the intersection. A motion to draft a resolution by Councilmember Koelling; seconded by Councilmember Weaver – all ayes

Another safety concern is by the Dairy Queen, Mr. Hipolit stated it is private property, suggested speaking with the owners, Mayor Ghassali and Councilmember Arendacs will contact the owners

**Councilmember Curry**

**Construction**

33 property maintenance violation were issued in June; brick pavers will be installed by the new digital sign; light bulb replacement at LaTrenta field has been completed; replacement chairs for the senior center have been ordered; security cameras and a key fob system will be installed at the senior center;

**Board of Health**

Next meeting is scheduled for September 4<sup>th</sup>; Flu clinic is scheduled for September 15<sup>th</sup>

**Newsletter**

Has been redesigned, go to the borough website to sign up to receive the newsletter;

**Planning Board**

There will be a change in how they post their agendas on the website, it will now include the minutes, resolutions, use permits and other related documents;

**Senior Events/Activities**

For all activities go to the borough website for more information; a picnic in the park is scheduled for September 20<sup>th</sup>

**Chamber of Commerce**

Street Fair had approximately 30,000 visitors; has a new website [www.montvalechamber.com](http://www.montvalechamber.com)

**Councilmember Gloeggler**

**TV Access**

All new equipment has been installed; and will be televising the council's workshop meeting as well

**MAYOR**

**Library**

Circulation 9,281; 5,414 patron visits; 35 cards issued; hired a new director, Paul Shaver, he will start on July 24<sup>th</sup>;

**Report**

Attended a farewell meeting with Mercedes Benz, the CFO stated that the reason why they left because it was 40% less to operate in Georgia then New Jersey; attended the grand opening of Memorial Sloan Kettering; at the town hall meeting approximately 80 residents attended and some topics were roads, pot holes; met with KPMG new management team; attended the retirement luncheon for Lieutenant Don Boman; attended a round table discussion with Congressman's Josh Gottheimer and Tom Reid on how major issues in Washington effect local governments; a committee has been set up to have a Mayor's gala fundraiser for the teacher, Mrs. Myhre, more details to follow; the 9/11 committee started planning this year's ceremony; and lastly, the borough will be celebrating its 125<sup>th</sup> anniversary in August 2019, a committee will be formed to start the preparation of the celebration;

Councilmember Gloeggler added a special thank you to Mayor Ghassali in regards to KPMG, one of the reasons why they are staying in Montvale, is because of the sense and feel of the community and making them feel part of it; Councilmember Koelling agreed;

**ENGINEER'S REPORT:**

Andrew Hipolit

Report/Update

a. Report Paving Sidewalks/Spring Valley Road

Being that some funds remain in the 2017 road program, as originally discussed, it was decided to remove the asphalt on the sidewalks by Spring Valley Road to make them smooth; when walking the site it has been determined that some portions of the area will not be conforming sidewalk; a conforming sidewalk is 4 feet wide; Councilmember Curry mentioned the intent was to just smooth it out, not to make it conforming; Councilmember Weaver asked why was it just noticed now about it not be conforming, and that we cannot do the work we were expecting to do, despite all the conversation we had about it? Mr. Hipolit answered that it was never a project which included a design plan; Mayor Ghassali asked what would we have to do to make it conforming, Mr. Hipolit stated you would have to go on private property and it would cost more money; it was decided to do it in kind for a cost of \$30,000, a motion by Councilmember Koelling; seconded by Councilmember Curry – a roll call was taken – all ayes

b. Update/Status Fieldstone Field Synthetic Turf

Mr. Hipolit stated Maser oversees the project and is not the contractor; when inspecting the project it was brought to the attention of the contractor that it was installed incorrectly and they continued to install it; in speaking with the contractor, they will be on site this week taking measurements and they stated the repair will take a day to do; payment has been withheld until the job is complete;

c. Lime Energy Update

They conducted their site visit which included the HVAC system and walked the building; should have their report in a few weeks;

d. Bamboo Removal Update

It has been removed by DPW for the second time; the process is to expose the roots so they can die; will be monitoring it, to see what happens;

**ATTORNEY REPORT:**

Joe Voytus, Esq.

Report/Update

No Report

**UNFINISHED BUSINESS:**

Councilmember Weaver mentioned that at the last meeting it was voted unanimously by council to suggest the Planning Board televise their meetings; Mayor Ghassali stated he did mention this once again to the Planning Board and their position is still the same, they will not televise their meetings; the attorney stated you cannot compel the board to do so; Councilmember Weaver stated we did this for the BOE and stated we would pass a resolution, a motion to pass a resolution by Councilmember Weaver; seconded by Councilmember Arendacs – a roll call vote was taken with Councilmembers Arendacs, Gloeggler, Koelling and Weaver voting – yes and Councilmember Curry voting – no

Swim Club lot

Councilmember Weaver mentioned that a committee has been formed, discussions have been made, suggestions of what should go there have been made; what happens now, what is the process; do we need an architect first to see the cost; Councilmember Curry said we need to decide what is going there first before hiring an architect; Councilmember Weaver stated we need to work with someone to see what can be put there, get ideas, etc.

**NEW BUSINESS:**

a. Written Property Maintenance Protocol/Proposed Distribution Website & Newsletter/Property Maintenance Official/J. Fette

The clerk stated to councilmembers this is for informational purpose and to let the public know what the process is

**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.

Motion to open meeting to the public by Councilmember Koelling; seconded by Councilmember Weaver - all ayes

**Bob Zitelli**

Suggested to use power point on the numbers being reported by councilmembers in their committee reports; put signs by the basketball court about etiquette; suggested about having someone issuing the badges at the courts; suggested adult court use hours;

Motion to close meeting to the public by Councilmember Koelling; seconded by Councilmember Curry - all ayes

**ADJOURNMENT**

Motion to adjourn Public Meeting by Councilmember Koelling; seconded by Councilmember Curry - all ayes

Meeting was adjourned at 9:54pm

The next Workshop Session of the Mayor and Council will be held July 31, 2018 at 7:30 p.m.

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

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 158-2018**

**A Resolution Encouraging the Borough of Montvale Planning Board to Videotape its Public Meetings**

**WHEREAS**, transparency and public participation are of paramount importance to efficient and effective governance; and

**WHEREAS**, New Jersey law currently does not require municipal planning boards to videotape or otherwise record their public meetings; and

**WHEREAS**, certain members of the public have raised concern with the Governing Body of the Borough of Montvale that the public meetings of the Borough of Montvale Planning Board (the "Planning Board") are currently not recorded; and

**WHEREAS**, the Governing Body recognizes that it has no jurisdiction over this issue, which is within the exclusive purview of the Planning Board; and

**WHEREAS**, nevertheless the Governing Body of the Borough of Montvale would like to express its recommendation and opinion that it would be beneficial for the Planning Board to consider recording its meetings for the benefit of the public.

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Body of the Borough of Montvale does hereby encourage the Borough of Montvale Planning Board to consider recording its public meetings and, if possible, playing such recordings on the MontVale Access channel in order to permit a greater number of residents to observe the discussions and actions taken at such meetings.

**BE IT FURTHER RESOLVED** that the Borough Clerk shall forward a copy of this Resolution to the Secretary of the Planning Board .

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

**Adopted: July 31, 2018**

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Michael Ghassali  
Mayor



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 160-2018**

**RE: Emergency Appropriation/PVRHS/Feasibility Study**

**WHEREAS**, an emergency has arisen with respect to the Current Fund of the Borough of Montvale, as a result of the need for a feasibility study in connection with the withdrawal from the Pascack Valley Regional High School District, and no adequate provision was made in the 2018 municipal budget for the aforesaid purpose, and N.J.S.A. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned, and

**WHEREAS**, the total amount of emergency appropriations created including the appropriation to be created by this resolution is \$33,000.00 and three percent of the total operations in the Current Fund budget for the year 2017 is \$458,115.84

**NOW, THEREFORE, BE IT RESOLVED** (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with N.J.S.A. 40A:4-48,

- 1) An emergency appropriation be and the same is hereby made for:  
General Appropriations  
Operations – Within "CAPS"

**Administrative and Executive:**

Other Expenses	\$33,000.00
	=====

- 2) That said emergency appropriation shall be provided in full in the 2019 municipal budget.
- 3) That two certified copies of this resolution be filed with the Director of the Division of Local Government Services.

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

**Adopted: July 31, 2018**

**ATTEST:**

**Maureen Larossi-Alwan**  
Municipal Clerk

APPROVED:

**Michael Ghassali**  
Mayor

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 161-2018**

**RE: A Resolution Approving a Proposal from Porzio Bromberg & Newman, P.C. for Professional Legal Services to Coordinate the Preparation of a Feasibility Study to Analyze the Impact of a Potential Withdrawal of Montvale and Woodcliff Lake from the Pascack Valley Regional High School District**

**Whereas**, the Borough has a need for professional legal services to coordinate the preparation of a feasibility study that would analyze the impact of a potential withdrawal of Woodcliff Lake and Montvale from the Pascack Valley Regional High School District; and

**Whereas**, this study would analyze the costs, liabilities, risks and benefits of such a plan pursuant to certain statutory criteria, which would provide the Governing Body and the public with additional information about the consequences of a joint withdrawal; and

**Whereas**, conducting such a study would not obligate the Borough of Montvale to take any further steps towards a withdrawal; and

**Whereas**, any decision on withdrawal would have to be approved by the voters of the four constituent municipalities in the regional high school district; and

**Whereas**, Vito Gagliardi, Esq. of Porzio, Bromberg & Newman, P.C. ("Porzio") has presented the Borough with a proposal dated July 5, 2018, supplemented by a letter dated July 11, 2018, which would provide for the feasibility study for a total amount not to exceed \$33,000 and associated legal fees not to exceed \$10,000 (collectively, the "Proposal"); and

**Whereas**, Mr. Gagliardi has represented the Borough of Woodcliff Lake for many years in connection with Woodcliff Lake's attempt to withdraw from the regional high school district; and he has represented numerous other school districts in their attempts to withdraw from or change the funding formulas applicable in their regional school districts; and

**Whereas**, the Borough is desirous of awarding this contract to Porzio in accordance with the terms set forth in the Proposal, subject to approval and execution of a formal contract acceptable to the Borough; and

**Whereas**, because the value of this contract is anticipated to be in excess of \$15,000 (the Borough's pay-to-play threshold), 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," Porzio has completed and submitted a Business Entity Disclosure Certification which certifies that Porzio has not 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 Porzio from making any reportable contributions (\$300 or more) through the term of the contract; and

**Whereas**, the *Local Public Contracts Law*, N.J.S.A. 40A:11-5, requires the resolution authorizing the award of contracts for professional services without competitive bids and the contract itself to be made available for public inspection; and

**Whereas**, pursuant to N.J.S.A. 40A:11-5, public notice of this contract award shall be published in the official newspaper of the Borough in accordance with applicable law; 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 professional services contract is hereby awarded for legal services in accordance with the terms and conditions set forth in the Proposal, as follows:

**Contractor:**

Porzio, Bromberg & Newman, P.C.  
100 Southgate Parkway, P.O. Box 1997  
Morristown, New Jersey 07962

**In the amount of:**

Feasibility study: As per proposal, NTE \$33,000  
Associated legal services: As per proposal, NTE \$10,000

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are hereby directed, 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.

Account #  
Amount \$33,000  
Account # - Legal Fees  
Amount \$10,000

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

**Adopted: July 31, 2018**

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Michael Ghassali  
Mayor

VITO A. GAGLIARDI, JR.  
MEMBER, N.J. BAR  
CERTIFIED BY THE SUPREME COURT OF  
NEW JERSEY AS A CIVIL TRIAL ATTORNEY  
DIRECT DIAL NO.: 973-889-4151  
E-MAIL ADDRESS: VAGAGLIARDI@PBNLAW.COM

July 11, 2018

**VIA ELECTRONIC MAIL**

Joseph W. Voytus, Esq.  
Boggia & Boggia, LLC  
71 Mt. Vernon Street  
Ridgefield Park, New Jersey 07660

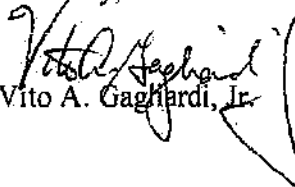
Re: Borough of Montvale-Feasibility Study  
Our File No. 11531.73715

Dear Mr. Voytus:

As a follow up to our conversation this afternoon, please allow this letter to confirm that the legal fees to be paid by the Borough of Montvale, in connection with the preparation of the feasibility study, should not exceed \$10,000.

Should you have any questions, please do not hesitate to contact us. We look forward to working with the you and the Borough.

Sincerely,

  
Vito A. Gagliardi, Jr.

VAG:jac

100 SOUTHGATE PARKWAY, P.O. BOX 1997  
MORRISTOWN, NJ 07962-1997  
TELEPHONE (973) 538-4008  
FAX (973) 538-5146  
www.pbnlaw.com

VITO A. GAGLIARDI, JR.  
MEMBER, NJ BAR  
CERTIFIED BY THE SUPREME COURT OF  
NEW JERSEY AS A CIVIL TRIAL ATTORNEY  
DIRECT DIAL NO.: 973-889-4151  
E-MAIL ADDRESS: VAGAGLIARDI@PBNLAW.COM

July 5, 2018

**VIA ELECTRONIC AND REGULAR MAIL**

Mayor Michael Ghassali  
Borough of Montvale  
12 Mercedes Drive  
Montvale, NJ 07645

Re: *Feasibility Study -- Borough of Montvale*

Dear Mayor Ghassali:

As a follow up to our discussions, we have put together a proposal to prepare a new feasibility study and to serve as special counsel in connection with the Borough's consideration of its options relative to its withdrawal from the Pascack Valley Regional School District. As we understand the ongoing discussions between the Borough and the Borough of Woodcliff Lake, the Borough is considering retaining us for preparation of a feasibility study that would analyze the withdrawal of Montvale and Woodcliff Lake from Pascack Valley Regional, creating a K-12 Montvale school district which would educate Woodcliff Lake high school students (in the same facility in which they are currently educated) pursuant to a sending-receiving agreement. Assuming the process moves forward after completion of the feasibility study, Montvale and Woodcliff Lake would split equally all legal fees and costs other than the feasibility study.

To provide you with some background, we proudly state that we have participated in almost every significant case over the past 20 years involving the reconfiguration of school districts in the State of New Jersey. We have handled the only three regional school district dissolutions in state history; we have transformed K-6 and K-8 districts into K-12 districts; we have created, expanded and severed sending-receiving relationships; we have transitioned school districts into non-operating school districts in compliance with state law; we have created dual sending-receiving relationships; we have successfully added second sending-receiving relationships; and we have helped taxpayers in certain communities save millions of dollars while developing more efficient and comprehensive school systems and negotiating financially beneficial agreements. For your review, we have included a summary of various cases and feasibility studies in the attached materials.

100 SOUTHGATE PARKWAY, P.O. BOX 1897  
MORRISTOWN, NJ 07962-1897  
TELEPHONE (973) 538-4006  
FAX (973) 538-5146  
www.pbnlaw.com

**PORZIO**  
**BROMBERG & NEWMAN P.C.**

ATTORNEYS AT LAW

The first step in the process, as you know, is the preparation of a feasibility study. As we discussed, the feasibility study would analyze the impact of the withdrawal of Woodcliff Lake as well as the Borough of Montvale from Pascack Valley Regional and the establishment of a sending-receiving relationship as set forth above. In doing so, the feasibility study will analyze the educational, financial and demographic implications for each of the four constituent districts as well as Pascack Valley Regional. It will include all items required by State law to be included in such a feasibility study.

Our proposal is based on the premise that the Borough would retain the Porzio, Bromberg & Newman law firm to facilitate the study. We would retain the experts on your behalf. The demographic expert, Dr. Richard Grip, is likely the nation's foremost expert in the field of school demography. He has prepared well over 100 demographic studies for school districts in New Jersey and is the official demographer for the New York City Public Schools. The financial expert, David Corso, is the former Assistant Commissioner of Education for Finance and is currently the School Business Administrator for the Mount Olive School District. Mr. Corso has extensive experience in his respective field as well as practical experience in implementing any change he may recommend. Of particular import to the feasibility study you wish to have completed is that, during his tenure with the Department of Education, Mr. Corso sat as the Commissioner of Education's designee to the Board of Review (the statutory body to which requests for referenda on withdrawal formerly had to be submitted). The education expert, John Kazmark, Ed.D., was previously the Principal of Princeton High School and Superintendent for the Mountain Lake School District for ten years.

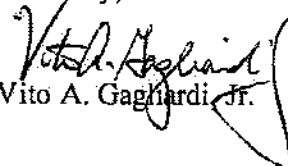
The experts' cost to Montvale for the preparation of the study would not exceed \$33,000. This is exclusive of legal fees. Legal fees would be billed at an hourly rate of \$345.00 for senior attorneys, \$255.00 for associate attorneys, and \$145.00 for paralegals. Should any additional work be requested of these experts, beyond the initial study, their time will be billed out at a rate of \$275.00 per hour. The team of attorneys would provide legal guidance and advice to Montvale and Woodcliff Lake in connection with the process, would oversee the creation of the study and would be able to maintain communications as privileged under the attorney-client and work-product privileges. This is a model which has served us well on many other occasions.

**PORZIO**  
BROMBERG & NEWMAN P.C.

ATTORNEYS AT LAW

We look forward to the opportunity to discuss this proposal with you in greater detail and thank you for your kind consideration. As you know, we need a decision this month in order to ask the Department of Education not to move forward with the Woodcliff Lake withdrawal referendum, currently scheduled for October 2, 2018. Please do not hesitate to contact us should you need any further information.

Sincerely,

  
Vito A. Gagliardi, Jr.

VAG/jac

Encl.

cc: Mayor Carlos Rendo, Woodcliff Lake (via electronic mail only)  
Joseph Voytus, Esq. (via electronic mail only)

Qualifications - Relevant Experience: A summary of matters demonstrating qualifications and experience

**1. Dissolution of the Union County Regional High School District No. 1.**

Counsel herein pioneered the first dissolution of a regional high school district in state history. It was challenged up to the Supreme Court, and we defended it successfully at each level. Mr. Kirtland participated as a school board member and expert in school finance because of his 18 years of service. This required the transformation of several K-8 school districts into K-12 school districts and the creation of sending-receiving relationships. The myriad of financial issues and employment-related issues, such as how to justify the multitude of collective bargaining agreements, were pioneered by our team.

Following dissolution, we were retained by and continue to this day to serve as general board counsel to three of the newly-expanded school districts (Springfield, Kenilworth, and Berkeley Heights). In the nearly 20 years since that dissolution took effect, we have represented both Kenilworth and Berkeley Heights in their ongoing relationship with the sending-receiving partnerships they established since the dissolution.

**2. Dissolution of the Lower Camden County Regional High School District.**

We also handled the second regional high school district dissolution in state history. That regional school district operated two high schools and two junior high schools; there were seven K-6 districts. We helped to transform that structure into four K-12 districts, and three K-8 districts, which included reconfiguring the grade levels of several schools. This transformation was even more complicated, because it involved numerous construction projects and the reassignment of over 700 employees. Once again, we handled all the relevant issues and defended successfully all of the challenges to the process.



**3. Termination of the Sending-Receiving Relationship Between the Mountain Lakes and Boonton Township Boards of Education.**

Since 1992 the citizens of Boonton Township enjoyed the benefit of educating their students at the Mountain Lakes High School pursuant to a sending-receiving agreement. However, an unanticipated, dramatic increase in current and projected student enrollments and the limited capacity of the Mountain Lakes High School to accommodate those students put the quality of education at risk.

We were retained to analyze the educational, racial and financial implications to both school districts in the event the sending-receiving relationship was severed and the students relocated. The feasibility study was prepared after a thorough and comprehensive analysis of all the facts available in order to determine if the severance of the sending-receiving relationship and the movement of those students would have a substantial negative impact on either school district. During the course of the legal proceedings which followed, the two boards reached a settlement on the basis for continuing a relationship.

**4. Withdrawal of North Haledon From The Passaic County Manchester Regional High School District.**

An ad hoc committee was formed in 1998 to look at alternatives available to North Haledon to address the unfair, disproportionately high per pupil cost of the regional district to which it belonged. A feasibility study was commissioned as an outgrowth of the deliberations of that ad hoc committee. The study concluded that, if North Haledon were to withdraw its high school students from its regional district and enter into a sending-receiving relationship with nearby Midland Park, it could offer an educational program of equal or greater opportunity to its residents for hundreds of thousands of dollars less than it would cost to stay in its regional district.

We continued to represent North Haledon through the requisite statutory process to withdraw from the regional district. The Board of Review authorized the requisite public referendum, and it passed. However, courts precluded the withdrawal of North Haledon because of the

resulting change to the racial and ethnic composition of the student body. Thereafter, the legal team herein successfully convinced the Supreme Court to order the creation of a new funding formula, which continues to save the taxpayers of North Haledon over \$1 million annually. We continue to work with North Haledon with regard to the educational options available for its residents.

##### **5. Reconfiguration of the Seaside Park School District.**

We were retained by, and continue to serve as special counsel to, the Borough of Seaside Park and the Seaside Park Board of Education in connection with Seaside Park's K-12 educational configuration. Initially, Seaside Park, a member of the Central Regional School District, sought to withdraw its 7-12 grade students from Central Regional in order to establish a sending-receiving relationship with the Toms River School District. We prepared the feasibility study, which concluded that the proposed reconfigurations would meet New Jersey's educational requirements, and would provide an opportunity for a thorough and efficient education for all the students currently served by Central Regional. The study also concluded that the global benefits of dissolution for all of the constituent communities would exceed the benefits available should Seaside Park have to act alone and withdraw. Seaside Park shared this analysis with the other constituent districts and sought the cooperation of a majority of the communities to pursue the dissolution of Central Regional, allowing Berkeley Township to become a K-12 school district and the other communities to establish sending-receiving relationships in the best interests of their students.

Once again, we were successful in convincing the Board of Review to authorize the requisite public referendum. Given the disparity in voters among the effected communities, however, the referendum did not pass.

We then facilitated the establishment of a dramatic shared services and sending-receiving relationship with Toms River for Seaside Park's K-6 student population. With our guidance, Seaside Park reconfigured its K-6 educational structure. Its students now attend several schools in Toms River. As a result, it is estimated that Seaside Park taxpayers are saving over \$750,000 annually in connection with its overall educational costs, a number which is expected to rise each year.

More recently, the Seaside Park Board once again sought our assistance in examining the educational opportunities available for its students in grades K-6. Upon analysis, we determined that it would be in the best educational interests of its K-6 students to establish a second sending-receiving relationship with the Lavallette Board of Education, whereby its students would be able to choose between attending school in Toms River or Lavallette. We prepared the required feasibility study and represented the Seaside Park Board before the Commissioner of Education. The Commissioner recently approved this second sending-receiving relationship and we are assisting the Board in establishing this historic relationship and transitioning its students.

**6. Clinton Township's Withdrawal from North Hunterdon-Voorhees Regional School District.**

We were retained by Clinton Township to identify the educational and financial implications of a scenario whereby Clinton Township would withdraw its students from its regional district. In the feasibility study, we concluded that the proposed reconfigurations would meet New Jersey's educational requirements and would provide an opportunity for a thorough and efficient education for all the students currently served by North Hunterdon-Voorhees Regional. It was concluded that should Clinton Township withdraw from its regional, Clinton Township would have an opportunity to offer its students an educational program of equal or greater opportunity for over \$1,000,000 less annually than it would cost to stay in the regional district, given the planned addition of a third high school. To date, Clinton Township has not pursued its options further.

**7. Cape May City's Withdrawal from, or Dissolution of, the Lower Cape May Regional School District.**

In 2004, after years of dissatisfaction with its grossly disproportionate tax burden in supporting the Lower Cape May Regional School District, Cape May City retained our firm to commission a study of the educational and financial impacts of the lawful alternatives to the current arrangement. The purpose of this study was to identify for the municipal and school officials in Cape May City the educational and financial implications of a proposed reconfiguration in a withdrawal or dissolution scenario. In either scenario, it was recommended that Cape May City enter into a sending-

receiving relationship for the education of its students. We demonstrated that a withdrawal from, or a dissolution of, Lower Cape May Regional would save Cape May City taxpayers approximately \$2,900,000 each year. No action was taken at that time.

In 2012 we were asked to provide an update of the feasibility study aimed at obtaining financial relief for the taxpayers of the City of Cape May. The updated feasibility study was completed in 2013 and was submitted to the Executive County Superintendent of Schools to follow the necessary process for the City of Cape May to seek withdrawal from or dissolution of Lower Cape May Regional. The recommended course of action was for the City of Cape May to withdraw from Lower Cape May Regional and enter into a sending-receiving relationship for the education of its students. Such action would have saved the taxpayers of Lower Cape May Regional more than \$2 million on an annual basis. We successfully convinced the Board of Review to authorize the requisite referendum, however, due to a significant disparity in the registered voters, the referendum failed.

We continue to represent the City of Cape May in its effort to obtain financial relief relative to the inequitable tax burden it shoulders for the education of its students in grades 7-12.

#### **8. Reconfiguration of The Liberty Township School District.**

As a result of growing discontent relative to the financial disparity experienced by Liberty Township for the education of its students as constituent members of the Great Meadows Regional School District, we were retained to conduct a feasibility study to determine the implications, advantages and disadvantages of withdrawing Liberty Township students from the Great Meadows Regional School District and restructuring the educational configuration of its school district, including moving its students. The study concluded that withdrawal from the regional district would be financially beneficial to Liberty Township. On behalf of Liberty Township, we pursued this matter through the Board of Review and subsequent appeal, however, its pursuit of withdrawal ended when the new school funding formula resolved the disparity which plagued Liberty Township as a member of a regional district.

**9. Reconfiguration of The Oradell School District.**

We were retained by the Borough of Oradell to study a possible reconfiguration of its school district as a result of financial inequities suffered by the taxpayers of Oradell for the support of the River Dell Regional School District. Following the requisite statutory process, a study was commissioned with regard to the Borough of Oradell's withdrawal from, and the resulting dissolution of, the River Dell Regional School District (a limited-purpose grade 7-12 regional district), with the formation of two independent K-12 districts in Oradell Borough and River Edge Borough. The study explored reconfiguring Oradell's school district such that it would educate students in grades K-6 and 9-12, and would educate students in grades 7-8 via a send-receive relationship with River Edge.

The Board of Review declined to permit a referendum on dissolution. At the present time, we are working with Oradell to seek a change in the regional district's tax allocation formula in order to obtain tax relief for Oradell. We were successful in petitioning the former Commissioner of Education to refer the issue of a change in the tax formula to an Administrative Law Judge for a hearing. Following a hearing that took place in 2012, the Administrative Law Judge recommended the tax allocation method for the regional district be modified to provide annual savings for Oradell taxpayers in excess of \$2 million; the dispute involving this recommendation and the Commissioner's subsequent determination is now on appeal.

**10. Termination of the Send-Receive Relationship Between the Buena Regional Board of Education and the Newfield Board of Education.**

We were retained by the Newfield Board of Education to pursue the termination of its sending-receiving relationship with the Buena Regional Board of Education. A study was commissioned to determine the feasibility of terminating the then-existing send-receive relationship between Newfield and Buena Regional and initiating new sending-receiving relationships between the Newfield Board of Education and the Delsea Regional and Franklin Township Boards of Education.

As a result of our study, and consistent with statute and code, we commenced litigation on behalf of Newfield in order to sever Newfield's sending-receiving relationship with Buena Regional. The experts who prepared the study testified in support of Newfield's petition. In 2008, after eight days of hearings, Buena Regional signed a consent order to grant Newfield the relief it was seeking. Following completion of the necessary record and authorization from the Commissioner of Education, we then negotiated a new sending-receiving structure for Newfield, which included a complete K-12 restructuring of its school district and resulting transfer of all its students to new schools (Newfield no longer operates any schools). Its students are now fully phased into their new schools. We continue to work with Newfield as special counsel, with particular focus on its sending-receiving relationships.

**11. Reconfiguration of the Park Ridge School District.**

This study was commissioned by the Park Ridge Board of Education for the purposes of exploring and evaluating various alternatives to the District's current PK-12 structure. The study concluded that there was no alternative that is superior both educationally and financially to the present organizational structure. We, therefore, recommended no further action be taken by the Park Ridge Board of Education.

**12. Reconfiguration of The Woodcliff Lake School District.**

We were retained to explore different educational options available to the Borough of Woodcliff Lake. The feasibility study concluded that there were several revised structures which would provide the same excellent level of education to the students of Woodcliff Lake, while at the same time greatly reducing its costs and honoring the State's recent initiatives to move toward more consolidated and comprehensive educational structures. In early 2010, the Borough and Board of Education explored possible strategies to restructuring its educational configuration and the funding formula for Pascack Valley Regional, of which it is a constituent member. On behalf of Woodcliff Lake, we then presented a feasibility study to the Board of Review in which we sought authorization to hold a referendum on Woodcliff Lake's withdrawal from its regional district in order to take control of the education of its high school students. This petition was granted.

**13. Reconfiguration of the Avalon and Stone Harbor School Districts.**

The Avalon and Stone Harbor Boards of Education retained our firm to investigate the districts' educational options and alternatives and prepare a feasibility study of the educational and financial impacts. It was the consultants' opinion that, while the status quo configuration was successful, the State's desire to consolidate districts and the declining enrollments in both towns demonstrated that a different configuration would be more financially and educationally sound. We were successful in creating a precedent-setting structure for education through the use of mutual sending-receiving relationships. One school district now provides a K-4 education for students from both towns; the other does the same for grades 5-8. We continue to serve as special counsel to both boards of education with a particular focus on their mutual sending-receiving relationship.

**14. Franklin Township Board of Education's Withdrawal from, and Dissolution of, Delsea Regional School District (Gloucester County).**

The purpose of this study was to identify the educational and financial implications of the alternative education scenarios for Franklin Township. In analyzing the educational impact of the proposed reconfigurations, the consultants concluded that the proposed reconfigurations would meet New Jersey's educational requirements and would provide an opportunity for a thorough and efficient education for all the students currently served by the Franklin Township, Elk Township, and Delsea Regional High School Districts. The study found that the withdrawal of Franklin Township from the Delsea Regional High School District (resulting in its dissolution) and the creation of a new Franklin PK-12 district wherein Elk Township would enter into a sending-receiving relationship for the education of its students at Franklin Township would have clear financial and educational benefits for both towns. Authorization to conduct a referendum on Franklin Township's withdrawal was granted by the Board of Review.

**15. Watchung Borough's Withdrawal from, or Dissolution of, the Watchung Hills Regional High School District.**

We were retained by Watchung Borough to explore educationally and financially attractive options to the current means of educating its high school students. The consultants concluded that Watchung's withdrawal from, or dissolution of, Watchung Hills provides options with significant financial benefits, which either maintain or enhance the current educational structure. Watchung and Warren have been contemplating the next steps in the process.

**16. Reconfiguration of The Pittsgrove and Elmer School Districts.**

The Pittsgrove Board of Education retained our firm to investigate the expansion of the districts' then-existing sending-receiving relationship into a full K-12 relationship with resulting reconfiguration of the districts' various school buildings. We were successful in transitioning Elmer into a non-operating school district, which included the requisite sending-receiving agreement and long-term lease agreement for the Elmer Elementary School building. We also assisted the districts in reconfiguring the grade levels for the various buildings. We were successful in defending taxpayer litigation seeking to challenge the new configuration. We continue to work with Pittsgrove, currently serving as special counsel to the Board and handling all issues relating to its ongoing relationship with its sending-receiving partner, Elmer.

**17. Reconfiguration of the South Hunterdon Regional School District and Its Three Constituent K-6 Boards of Education.**

We were retained for the purpose of analyzing the educational structure serving the communities of Lambertville, West Amwell, and Stockton in order to determine whether there was a more effective and efficient method for educating the students in these three communities. We prepared a study, which concluded that dissolution of the South Hunterdon Regional School District (a limited purpose regional district educating students in grades 7-12) and formation of a new three-community K-12 regional district was the most financially and educationally advantageous configuration for these communities. Upon completion of the study, we navigated the communities through the requisite statutory process.



The Board of Review granted the petition seeking authorization to conduct a referendum on dissolution of the Regional and the Commissioner of Education granted authorization to conduct a referendum on the creation of a new regional. The referenda were held at a special election on September 24, 2013 and passed overwhelmingly in each of the communities. This is the third dissolution in state history and has resulted in the first three-community K-12 regional district in state history on July 1, 2014. We continue to serve as counsel to the newly-formed South Hunterdon Regional School District, including working with the new district to negotiate a set of new salary guides and new contracts with all of its employees. This negotiation required formation of new unions and the creation of a single new contract for the wall-to-wall bargaining unit where four contracts and four unions previously existed.

**18. Termination of the Sending-Receiving Relationship between the Merchantville Board of Education and the Pennsauken Board of Education.**

We were retained by the Merchantville Board of Education to pursue the termination of its sending-receiving relationship with the Pennsauken Board of Education. The relationship had existed for more than half a century and, for the last 30 years, Merchantville had been unhappy with the education provided by Pennsauken. Merchantville had previously attempted to terminate its sending-receiving relationship. Its petition had been denied by the Department of Education due to the then-existing racial composition of the student populations in the two districts.

Still unhappy with the quality of education it was receiving at Pennsauken High School, we began working with the Merchantville Board in 2007. We prepared a feasibility study analyzing the financial, racial, and educational impact of terminating the existing relationship and initiating a new sending-receiving relationship between the Merchantville Board of Education and the Haddon Heights Board of Education.

As a result of our study, and consistent with statute and code, we commenced litigation on Merchantville's behalf in order to sever its sending-receiving relationship with Pennsauken. The experts who prepared the study testified in support of Merchantville's petition. In Fall

2013, we completed an eight-day hearing before an Administrative Law Judge, who recommended our application be granted. Then, in April 2015, the Commissioner issued his Final Agency Decision granting Merchantville's petition and permitting Merchantville to establish a new sending-receiving relationship with Haddon Heights. We continue to work as needed with Merchantville to transition its high school students to Haddon Heights High School, which began in September 2015.

**19. Termination of the Sending-Receiving Relationship between the East Newark Board of Education and the Harrison Board of Education.**

We were retained by the East Newark Board of Education to prepare a feasibility study and pursue the termination of its sending-receiving relationship with the Harrison Board of Education. The feasibility study was prepared after a thorough and comprehensive analysis of all the facts available in order to determine if the severance of the sending-receiving agreement would have a substantial negative impact on either school district. During the course of the legal proceedings which followed, the two boards reached a settlement on the basis for continuing a relationship; as a result of the settlement which we negotiated, East Newark has reduced its per-pupil tuition rate by 20%. We continue to serve as general counsel to the East Newark Board.

**20. Reconfiguration of the Oaklyn School District.**

We were retained by the Oaklyn Board of Education to analyze the potential options available for the education of its students K-12 and to prepare a feasibility study outlining those options as well as the financial and educational implications.

**21. Reconfiguration of the Sea Bright Educational Structure.**

We were retained by the Borough of Sea Bright to assist it with analyzing and considering the various educational options available for its residents. This retention also includes seeking authorization from the Commissioner of Education to place a referendum on the ballot seeking modification of the current tax allocation method for the Shore Regional

School District, of which it is a constituent member. A petition was filed with the Commissioner in March 2016 and is pending.

**22. Reconfiguration of the Somers Point School District.**

This study was commissioned by the Somers Point Board of Education for the purposes of exploring and evaluating various alternatives to the District's current K-8 structure. The study concluded that there were viable educational options that would present a positive financial and educational impact on the district. The Board continues to explore certain options.

**23. Reconfiguration of the Wenonah Educational Structure.**

We were retained by the Borough of Wenonah to assist it with analyzing and considering the various educational options available for its high school students. We prepared a feasibility study outlining all of the Borough's options. The Borough is considering its options.

**24. Millstone Township Board of Education.**

We initially were retained by the Millstone Township Board of Education to prepare an audit as to the costs being charged by the Upper Freehold Regional High School District to the Board. Since that time, we have been providing counseling to the Board with regard to its sending-receiving relationship with the Upper Freehold Regional Board of Education and representing the Board in connection with litigation arising from that relationship.

**25. Termination of the Sending-Receiving Relationship between the Maywood Board of Education and the Hackensack Board of Education.**

We were retained by the Maywood Board of Education to prepare a feasibility study on the potential termination of its sending-receiving relationship with the Hackensack Board of Education. The feasibility study is in the preliminary stages.

**26. Montague Board of Education.**

We were retained very recently by the Montague Board of Education to assist it with analyzing and considering the various educational options available for its students.

**27. Absecon Board of Education.**

We were retained very recently by the Absecon Board of Education to assist it with analyzing and considering the various educational options available for its students.

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 156-2018**

**RE: Authorize Release of Escrow/Block 204/Lot 6/J. Frustieri**

**WHEREAS**, James Frustieri, 2 Smoke Rise Court, Montvale , NJ 07645 has requested release in escrow; and

**WHEREAS**, the Borough Engineer in an email dated June 5, 2018 attached to the original of this resolution takes no exception to the release and other Borough professionals also take no exception to the release of escrow; and

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale the amount of \$2,035.00 is hereby released to James Frustieri, 2 Smoke Rise Court, Montvale, NJ 07645

**BE IT FURTHER RESOLVED**, the Treasurer shall receive a copy of this resolution for processing.

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

**Adopted: July 31, 2018**

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Michael Ghassali  
Mayor

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 157-2018**

**RE: A Resolution Certifying a Lien against Property Known as 45 Longridge Road For Costs Incurred by the Borough of Montvale In Accordance With the Montvale Property Maintenance Code**

**WHEREAS**, in accordance with Chapter 86 of the Montvale Borough Code, entitled "Property Maintenance," notice of numerous property maintenance violations was sent to the owner of property/bank foreclosure known as 45 Longridge Road, designated as Block 1802/Lot 15 on the Montvale Tax Map, and

**WHEREAS**, the owner of said property or the bank foreclosure division did not comply with these notices and did not abate the identified violations; and

**WHEREAS**, the Montvale Construction Official is required to take the steps in order for the necessary work to be performed and has certified the cost of same to the Governing Body with the submission of an invoice from Raymond Brothers, Landscaping, Inc. 55 Prospect Place, Hillsdale, NJ 07642 dated July 18, 2018, a copy of which is attached hereto and made a part hereof; and

**WHEREAS**, the cost to abate the property maintenance violations at 45 Longridge Road will be \$3,200.00 plus bi-weekly lawn cutting in the amount of \$60.00; and

**WHEREAS**, it is the desire of this Governing Body, in accordance with Borough Code § 86-10(D)(8), to approve said costs and to authorize the imposition of a lien against the property.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, that a lien for all the bills submitted by the vendor is hereby certified as against the property known as 45 Longridge Road in the Borough of Montvale; and

**BE IT FURTHER RESOLVED** that said lien shall be added to and become and form a part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes, and shall be collected and enforced in the same manner as are taxes, in accordance with Chapter 86 of the Borough Code and applicable law; and

**BE IT FURTHER RESOLVED** that the Borough Clerk shall forward a certified copy of this resolution to the owner(s) of the subject property by certified mail; and

**BE IT FURTHER RESOLVED** that the Tax Collector shall be responsible for collection of the amounts herein certified.

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

**Adopted: July 31, 2018**

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Michael Ghassali  
Mayor

**Raymond  
Brothers  
Landscaping, Inc.**

**LANDSCAPE DESIGN, INSTALLATION & MAINTENANCE**

N.J. State Registration No. 13VH00541100  
55 Prospect Place • Hillsdale, New Jersey 07642  
(201) 664-7270 • Fax: (201) 664-7755

July 18, 2018

Mr. Jeff Fette  
Borough of Montvale  
12 Mercedes Drive  
Montvale, N.J. 07645  
201-391-5732 Ext. 223  
Email: jfette@montvaleboro.org

Re: Various Landscape Improvements – 45 Longridge Rd

Dear Mr. Fette:

Raymond Brothers Landscaping, Inc. is pleased to have the opportunity of submitting this proposal to you in order to help develop a more appealing landscaped environment around your site. If Raymond Brothers Landscaping, Inc. can provide you with any services not listed in this proposal, please give us a call.

This proposal will include the following and will be completed by employees and associates of Raymond Brothers Landscaping, Inc.

**Various Landscape Improvements**

- |   |                       |
|---|-----------------------|
| - Initial cutting of all grass areas.....                   | \$1,650.00 + tax      |
| - Bi-weekly lawn cutting.....                               | \$60.00 per cut + tax |
| - Removal and disposal of fallen branch.....                | \$300.00 + tax        |
| - Clean up of leaves from driveway and back patio area..... | \$1,250.00 + tax      |

Start Date:

\*Estimated Completion Date:

\*Start date and estimated completion date to be determined upon signing of contract

**INDEMNITY:** To the fullest extent permitted by law, Borough of Montvale, defend, indemnify and hold harmless Raymond Brothers Landscaping, Inc. its owners, agents, consultants, employees, subcontractors, from all claims for bodily injury and property damage that may arise on Borough of Montvale's premises including any acts or omissions by contractors or subcontractors whether employed directly or indirectly, which occur while Raymond Brothers Landscaping, Inc. is not physically on the premises.

All nursery plants (shrubs and trees) we sell and install will be guaranteed six months from day of installation, and will only be replaced one time. We guarantee only the plant; there will be an additional charge for any labor to remove and replant; usually 40% of the plant price. It is your responsibility to provide proper care for the plant upon installation – watering, spraying for insect and disease (we cannot replace improperly cared for plants). Transplants are not guaranteed.

All necessary permits, if any, are the responsibility of, and must be obtained by the owner and/or manager agent prior to commencement of work. Owner and/or manager agent is also responsible for identification and/or marking of property lines and/or boundaries in and around work area. Raymond Brothers Landscaping, Inc. will not be held responsible for any damage done to underground wiring, piping and/or other underground utilities or obstructions.

All invoices and balances for above work are to be paid by purchaser upon completion of job. Invoices not paid within fifteen (15) days shall have all warranties voided and shall be considered delinquent in which case purchaser agrees to pay all cost of collection including all reasonable attorneys' fees, if legal proceedings are necessary. All monthly maintenance accounts having invoices unpaid will also have service interrupted until account is made current.

*all needs to  
be done  
JF*

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 159-2018**

**Re: A Resolution Awarding a Professional Services Contract to Community Grants, Planning & Housing ("CGP&H") for Professional Housing Rehabilitation Services**

**Whereas**, the Borough of Montvale has a need to procure professional services to administer the Borough of Montvale's rehabilitation program related to its ongoing affordable housing obligations; and

**Whereas**, the Borough of Montvale has received a proposal dated July 23, 2018 (the "Proposal") from Community Grants, Planning & Housing ("CGP&H") to provide the necessary services to the Borough; and

**Whereas**, the funding for said contract shall come from the Borough's Affordable Housing Trust Fund; and

**Whereas**, the Borough is desirous of awarding this contract to CGP&H in accordance with the terms set forth in the Proposal, subject to approval and execution of a formal contract acceptable to the Borough; and

**Whereas**, because the value of this contract is anticipated to be in excess of \$15,000 (the Borough's pay-to-play threshold), 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," CGP&H has completed and submitted a Business Entity Disclosure Certification which certifies that CGP&H has not 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 CGP&H from making any reportable contributions (\$300 or more) through the term of the contract; and

**Whereas**, the *Local Public Contracts Law*, N.J.S.A. 40A:11-5, requires the resolution authorizing the award of contracts for professional services without competitive bids and the contract itself to be made available for public inspection; and

**Whereas**, pursuant to N.J.S.A. 40A:11-5, public notice of this contract award shall be published in the official newspaper of the Borough in accordance with applicable law; 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 professional services contract is hereby awarded for housing rehabilitation services in accordance with the terms and conditions set forth in the Proposal, as follows:

**Contractor:**

CGP&H  
101 Interchange Plaza, Suite 301  
Cranbury, New Jersey 08512

**In the amount of:**

Initial Program Set-up	\$111/hour, NTE \$2,000/year
Ongoing Day-to-Day Administration:	\$111/hour, NTE \$5,000/year
Shared Services:	\$87/month
Case Management:	\$111/hour
Title Search Fee:	\$90/property
Direct Costs:	Reimbursement, NTE \$200/year
Subordination Requests:	\$175 flat fee paid by homeowner

**Total Not-To-Exceed for 12 months: \$18,970**

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are hereby directed, 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.

Amount: 18,970.00

Account # T-03-56-286-006

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

**Adopted: July 31, 2018**

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Michael Ghassali  
Mayor

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** by and between the Borough of Montvale (hereinafter referred to as "Borough"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 101 Interchange Plaza, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

**WHEREAS**, both the Borough and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

**WHEREAS**, the Borough Council hereby desires to approve of this Contract that was presented for the provision of said services.

**WITNESSETH**, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 25th day of July, 2018 for a period of twelve months (12), terminating at the close of business on the 24th day of July, 2019.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
  - a. This Agreement and all Schedules annexed thereto.
  - b. Resolution of appointment made by the Mayor and Borough Council.
  - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.
  - d. The Affirmative Action Requirements annexed hereto, applicable to this

contract, as Schedule B.

4. CGP&H hereby represents to the Borough that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Borough of Montvale during the period set forth herein above.
6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Borough of Montvale as evidenced by a duly adopted Resolution.
7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the Borough showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Borough of Montvale harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Borough of Montvale Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

BOROUGH OF MONTVALE

BY: Janet Russo

Janet Russo

NAME: \_\_\_\_\_

Adm. Assistant

TITLE: \_\_\_\_\_

BY: Maureen Iarossi-Alwan

Maureen Iarossi-Alwan

NAME: \_\_\_\_\_

Borough Adm./Municipal Clerk

TITLE: \_\_\_\_\_

July 25, 2018

DATE: \_\_\_\_\_

WITNESS:

CGP&H, LLC

NAME: \_\_\_\_\_

NAME: Randall Goffesman, PP

TITLE: \_\_\_\_\_

TITLE: President

DATE: \_\_\_\_\_

## SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

For services rendered by the Consultant, including that spent in the Consultant's office under the terms of this document, the consultant shall be compensated no more than **\$18,970** for the duration of this contract. The Consultant shall be compensated as follows:

Housing Rehabilitation Program Services	
1. <b>Initial Program Setup (One time not to exceed cost)</b>	Billed hourly at blended rate of \$111 per hour. Not to exceed \$2,000 per initial contract year.
2. <b>Ongoing Day-to-Day Program Administration</b>	Billed hourly at blended rate of \$111 per hour. Not to exceed \$5,000 per contract year.
3. <b>Shared Services</b>	Equal Payments of \$87 per month commencing at the onset of program implementation.
4. <b>Case Management</b>	Billed hourly at blended rate of \$111 per hour. Average cost of \$5,500 for single-family home or first unit in a multi-family dwelling. Average cost of \$1,750 per each additional unit within a multi-family dwelling.
5. <b>Title Search Fee</b>	\$90 per property
6. <b>Direct Costs</b>	Reimbursement for expenses. Not to exceed \$200 per contract year.
7. <b>Subordination Requests</b>	\$175 flat fee to process refinancing requests. This fee is paid by the homeowner.

1. **Initial Program Setup:** this includes, but is not limited to, creation of Policies and Procedure Manual for administration of the Borough's Housing Rehabilitation Program, creation of corresponding program forms, and program marketing materials.
2. **Ongoing Day-to-Day Program Administration:** includes but is not limited to maintaining a waiting list of interested residents; ongoing owner outreach efforts, reviewing homeowner pre-applications to determine initial eligibility, reporting, doing updates to program forms as needed and all other Housing Rehabilitation administrative tasks.
3. **Shared Services:** this includes, but is not limited to, contractor outreach, intake of new interested contractor applications, qualifying new contractors, maintaining contractor database and individual records, updates to rehab work specifications templates and compliance research. With our high number of active clients, these costs are shared, saving our clients thousands of dollars.

4. **Case Management:** this includes, but is not limited to, processing applications for eligibility certification and interacting with owners every step through the process; comprehensive inspection of unit to determine code violations, repair needs; developing a detailed cost estimate and work specifications for review and approval by owner; preparing bid documents for contractors to bid; preparing contractor contracts and owner agreements with the Borough; progress inspections; trouble shooting, case close out.
5. **Title Search Fee:** Per property title search fee to confirm ownership and property liens.
6. **Direct Costs:** this includes, but is not limited to, reimbursement for direct costs for large scale printing jobs; postage; mailings; poster production; expedited mailings or messenger services, etc.
7. **Subordination Requests:** includes the cost of processing of subsequent Program Mortgage Subordination Requests during the affordability control period. The homeowner will be charged a flat fee per request.

#### **Charges to be paid by the Housing Rehabilitation Contractor to CGP&H**

<b>Circumstance</b>	<b>Contractor Penalty</b>
<b>1. Failed Final Inspection</b>	\$350 per failed inspection paid by the contractor directly to CGP&H.
<b>2. Unjustified Construction Delays</b>	\$50 per week paid by the contractor directly to CGP&H.

1. **Failed Final Inspection:** If a contractor requests a final inspection, and fails to meet the specifications of the Work Write-Up, the contractor will be charged a flat fee to partially cover the cost of having to conduct a second inspection and preparing the accompanying inspection reports. Charges for each failed final inspection will be issued directly from the contractor to CGP&H, as specified in the construction agreement. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.
2. **Unjustified Construction Delays:** If the contractor delays construction without appropriate justification which requires CGP&H's additional follow-up with contractor, a weekly penalty will be charged to the contractor during the delay period. This will be specified in the construction agreement as a weekly penalty to the contractor paid directly to CGP&H if the penalty is imposed. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.

**The following fees may apply to the Municipality only if the need arises:**

<b>Additional Housing Rehabilitation Services, as Needed</b>	<b>Fee</b>
Services related to any cases that are terminated due to circumstances outside the control of CGP&H, including determination of either participant or property ineligibility, voluntary withdrawal by the program participant, or a participant failure to follow other program rules, including violations of local ordinances, falsification of eligibility documents, etc.	Hourly per case
For services related to the program inspector's discovery during the initial property inspection of non-compliant occupancy or recently completed or ongoing home improvements without required municipal permits, the CGP&H will bill hourly for all work required to get the program participant to rectify the situation and become municipally compliant before the case can continue in the program with the standard case processing procedures. *Municipality has the option to pass on this additional cost to the owner.	Hourly, up to 3 hours per case for compliance items*
If the program participant delays the preconstruction process for any reason, including rectifying non-compliance discovery (see above section), which then makes the state mandated certificate of eligibility period expire prior to the signing of the construction agreement, CGP&H will be required to reverify household income. Re-verification of income will be billed hourly. *Municipality has the option to pass on this additional cost to the owner.	Hourly, up to 4 hours per case to re-verify income*
On occasion, there are secondary or supplemental funding sources available to assist a unit get fully up to code in cases where the program's funding limits and the program participant's ability to provide their own funding is insufficient. To avoid abandoning the case since it cannot be brought up to code with available funding, we can partner with other funding sources in some cases to make the project work. CGP&H will bill hourly up to the limit per case (see right) for initial research to determine if partnering source is an option for the particular case, and if so, then coordination of same with secondary funding source. If more time beyond the limit per case is needed to finalize the partnering of funds to bring the unit up to code to obtain State credit for that unit, CGP&H will not continue without additional direct written authorization from the Municipality.	Hourly, up to 3 hours per case for initial research and coordination of partnering funds
While extremely rare, if during or after the completion of a housing rehabilitation case there are contract disputes, warranty claims or other kinds of disputes causing the Municipality to request mediation or intervention by CGP&H, this work will only proceed upon written authorization from the municipality and will be conducted at our regular hourly rates. When a program participant or contractor contacts CGP&H directly, CGP&H can bill up to 2 additional hours to attempt to resolve it expediently, prior to seeking written authorization from the municipality.	Hourly, up to 2 hours per case for warranty claims or contract disputes.
While rare, cases that require more than one bid opening (due to non-receipt of a qualified bid, contractor replacement or specialty contractor need on portion of rehab work) and/or more than one loan closing and related documents preparation; CGP&H will bill hourly per each re-bid process which includes re-sending updated bid notice and bid packages, additional bid opening, and review of bids received and/or each additional set of loan closing documents and/or additional loan closing	Hourly, up to 4 hours per case for re-bid process and up to 4 hours per case for each additional needed loan closing and/or additional loan closing documents.

**Exclusions:**

The following services are specifically excluded from the scope of services to be provided under this agreement:

1. All engineering and architectural services related to the rehabilitation of residential structures, and the coordination thereof. In the rare cases where such funding is needed, those costs can come from the construction funding side of the particular case these exceptional services.
2. All legal services as may be required to administer the program or resolve a dispute between a program participant and a contractor.
3. Direct costs such as advertising, reproduction, and expedited mail or messenger services more than amount identified above in this proposal.
4. Relocation assistance, in the extremely rare event that a household must be relocated during the construction phase.
5. CGP&H is not responsible for serving as the property manager of any rental units.
6. Lead based paint testing services.



## **SCHEDULE B**

**N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)**

### **MANDATORY AFFIRMATIVE ACTION LANGUAGE**

#### **GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the American with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:-5.2. or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C.17:27-5.2.

- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.
- h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

- j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY CGP&H, LLC

SIGNATURE \_\_\_\_\_

TITLE PRESIDENT

DATE \_\_\_\_\_

## SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

For services rendered by the Consultant, including that spent in the Consultant's office under the terms of this document, the consultant shall be compensated no more than **\$18,970** for the duration of this contract. The Consultant shall be compensated as follows:

Housing Rehabilitation Program Services	
1. <b>Initial Program Setup (One time not to exceed cost)</b>	Billed hourly at blended rate of \$111 per hour. Not to exceed \$2,000 per initial contract year.
2. <b>Ongoing Day-to-Day Program Administration</b>	Billed hourly at blended rate of \$111 per hour. Not to exceed \$5,000 per contract year.
3. <b>Shared Services</b>	Equal Payments of \$87 per month commencing at the onset of program implementation.
4. <b>Case Management</b>	Billed hourly at blended rate of \$111 per hour. Average cost of \$5,500 for single-family home or first unit in a multi-family dwelling. Average cost of \$1,750 per each additional unit within a multi-family dwelling.
5. <b>Title Search Fee</b>	\$90 per property
6. <b>Direct Costs</b>	Reimbursement for expenses. Not to exceed \$200 per contract year.
7. <b>Subordination Requests</b>	\$175 flat fee to process refinancing requests. This fee is paid by the homeowner.

1. **Initial Program Setup:** this includes, but is not limited to, creation of Policies and Procedure Manual for administration of the Borough's Housing Rehabilitation Program, creation of corresponding program forms, and program marketing materials.
2. **Ongoing Day-to-Day Program Administration:** includes but is not limited to maintaining a waiting list of interested residents; ongoing owner outreach efforts, reviewing homeowner pre-applications to determine initial eligibility, reporting, doing updates to program forms as needed and all other Housing Rehabilitation administrative tasks.
3. **Shared Services:** this includes, but is not limited to, contractor outreach, intake of new interested contractor applications, qualifying new contractors, maintaining contractor database and individual records, updates to rehab work specifications templates and compliance research. With our high number of active clients, these costs are shared, saving our clients thousands of dollars.

4. **Case Management:** this includes, but is not limited to, processing applications for eligibility certification and interacting with owners every step through the process; comprehensive inspection of unit to determine code violations, repair needs; developing a detailed cost estimate and work specifications for review and approval by owner; preparing bid documents for contractors to bid; preparing contractor contracts and owner agreements with the Borough; progress inspections; trouble shooting, case close out.
5. **Title Search Fee:** Per property title search fee to confirm ownership and property liens.
6. **Direct Costs:** this includes, but is not limited to, reimbursement for direct costs for large scale printing jobs; postage; mailings; poster production; expedited mailings or messenger services, etc.
7. **Subordination Requests:** includes the cost of processing of subsequent Program Mortgage Subordination Requests during the affordability control period. The homeowner will be charged a flat fee per request.

#### **Charges to be paid by the Housing Rehabilitation Contractor to CGP&H**

<b>Circumstance</b>	<b>Contractor Penalty</b>
<b>1. Failed Final Inspection</b>	\$350 per failed inspection paid by the contractor directly to CGP&H.
<b>2. Unjustified Construction Delays</b>	\$50 per week paid by the contractor directly to CGP&H.

1. **Failed Final Inspection:** If a contractor requests a final inspection, and fails to meet the specifications of the Work Write-Up, the contractor will be charged a flat fee to partially cover the cost of having to conduct a second inspection and preparing the accompanying inspection reports. Charges for each failed final inspection will be issued directly from the contractor to CGP&H, as specified in the construction agreement. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.
2. **Unjustified Construction Delays:** If the contractor delays construction without appropriate justification which requires CGP&H's additional follow-up with contractor, a weekly penalty will be charged to the contractor during the delay period. This will be specified in the construction agreement as a weekly penalty to the contractor paid directly to CGP&H if the penalty is imposed. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.

**The following fees may apply to the Municipality only if the need arises:**

Additional Housing Rehabilitation Services, as Needed	Fee
Services related to any cases that are terminated due to circumstances outside the control of CGP&H, including determination of either participant or property ineligibility, voluntary withdrawal by the program participant, or a participant failure to follow other program rules, including violations of local ordinances, falsification of eligibility documents, etc.	Hourly per case
For services related to the program inspector's discovery during the initial property inspection of non-compliant occupancy or recently completed or ongoing home improvements without required municipal permits, the CGP&H will bill hourly for all work required to get the program participant to rectify the situation and become municipally compliant before the case can continue in the program with the standard case processing procedures. *Municipality has the option to pass on this additional cost to the owner.	Hourly, up to 3 hours per case for compliance items*
If the program participant delays the preconstruction process for any reason, including rectifying non-compliance discovery (see above section), which then makes the state mandated certificate of eligibility period expire prior to the signing of the construction agreement, CGP&H will be required to reverify household income. Re-verification of income will be billed hourly. *Municipality has the option to pass on this additional cost to the owner.	Hourly, up to 4 hours per case to re-verify income*
On occasion, there are secondary or supplemental funding sources available to assist a unit get fully up to code in cases where the program's funding limits and the program participant's ability to provide their own funding is insufficient. To avoid abandoning the case since it cannot be brought up to code with available funding, we can partner with other funding sources in some cases to make the project work. CGP&H will bill hourly up to the limit per case (see right) for initial research to determine if partnering source is an option for the particular case, and if so, then coordination of same with secondary funding source. If more time beyond the limit per case is needed to finalize the partnering of funds to bring the unit up to code to obtain State credit for that unit, CGP&H will not continue without additional direct written authorization from the Municipality.	Hourly, up to 3 hours per case for initial research and coordination of partnering funds
While extremely rare, if during or after the completion of a housing rehabilitation case there are contract disputes, warranty claims or other kinds of disputes causing the Municipality to request mediation or intervention by CGP&H, this work will only proceed upon written authorization from the municipality and will be conducted at our regular hourly rates. When a program participant or contractor contacts CGP&H directly, CGP&H can bill up to 2 additional hours to attempt to resolve it expediently, prior to seeking written authorization from the municipality.	Hourly, up to 2 hours per case for warranty claims or contract disputes.
While rare, cases that require more than one bid opening (due to non-receipt of a qualified bid, contractor replacement or specialty contractor need on portion of rehab work) and/or more than one loan closing and related documents preparation; CGP&H will bill hourly per each re-bid process which includes re-sending updated bid notice and bid packages, additional bid opening, and review of bids received and/or each additional set of loan closing documents and/or additional loan closing	Hourly, up to 4 hours per case for re-bid process and up to 4 hours per case for each additional needed loan closing and/or additional loan closing documents.

**Exclusions:**

The following services are specifically excluded from the scope of services to be provided under this agreement:

1. All engineering and architectural services related to the rehabilitation of residential structures, and the coordination thereof. In the rare cases where such funding is needed, those costs can come from the construction funding side of the particular case these exceptional services.
2. All legal services as may be required to administer the program or resolve a dispute between a program participant and a contractor.
3. Direct costs such as advertising, reproduction, and expedited mail or messenger services more than amount identified above in this proposal.
4. Relocation assistance, in the extremely rare event that a household must be relocated during the construction phase.
5. CGP&H is not responsible for serving as the property manager of any rental units.
6. Lead based paint testing services.

## **SCHEDULE B**

**N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)**

### **MANDATORY AFFIRMATIVE ACTION LANGUAGE**

#### **GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the American with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:-5.2. or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C.17:27-5.2.

- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.
- h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

- j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY	<u>CGP&amp;H, LLC</u>
SIGNATURE	<u></u>
TITLE	<u>PRESIDENT</u>
DATE	<u></u>



# *Proposal for Professional Services*

## **Housing Rehabilitation Services**

### ***Borough of Montvale New Jersey***

*July 23, 2018*



**CGPH**

Community Grants, Planning & Housing

*Good People. Great Results.™*

101 Interchange Plaza, Suite 301

Cranbury, NJ 08512

(609) 664-2769 Ext. 12

randy@cgph.net

# Proposal for Professional Services

## EXECUTIVE SUMMARY

CGP&H proposes to provide comprehensive Housing Rehabilitation Services for the Borough of Montvale. CGP&H is a New Jersey Department of Community Affairs approved Affordable Housing Administrative Agent and we are currently providing Administrative Agent and Housing Rehabilitation Services in more than 65 municipalities throughout the State of New Jersey.

CGP&H specializes in all aspects of affordable housing, planning, affordable housing compliance, and the procurement of grants and loans for our clients. Founded in 1993, our involvement in affordable housing projects grows every year. CGP&H serves as the Administrative Agent for more than 2,000 affordable homes and has also managed the rehabilitation of more than 2,500 owner and renter occupied units. Currently, two-thirds of all the professional services that our 20-person firm provides are related to affordable housing. Please visit our company website, [CGPH.net](http://CGPH.net) for additional information about our company.

Some examples of the affordable housing-related work that our team has designed and implemented include:

- Administering Owner-Occupied and Renter-Occupied Housing Rehabilitation Programs;
- Designing and Implementing Innovative and Successful Market to Affordable Programs;
- Providing state of the art Administrative Agent Services in compliance with Uniform Housing Affordability Controls (UHAC);
- Expertise with Foreclosure and Enforcement Issues;
- Creating and Implementing Creative Affordability Assistance Programs that work;
- Preparing Income Eligibility Determinations;
- Implementing Accessory Apartment Programs;
- Developing fully compliant and user friendly Affirmative Marketing Plans; and;
- Planning Services to create or amend existing Housing Element & Fair Share Plans.

CGP&H can quickly create customized policy and procedure manuals for Affordable Housing administration and Housing Rehabilitation programs that are proven, comprehensive and are often disseminated by the New Jersey Department of Community Affairs or Court Masters as model manuals.

## Housing Rehabilitation Services

We have overseen the rehabilitation of more than 2,500 homes in municipalities through New Jersey and Pennsylvania, currently providing housing rehabilitation services to 34 of our municipal clients and 1 county client. CGP&H always ensures that every housing rehabilitation program is seamless and rooted in the principles of maximizing efficiencies while imparting a visible, long-term positive impact for communities. From program creation to full-case processing through completion of construction and issuance of warranties to homeowners, CGP&H offers a full-service housing rehabilitation solution second to none. Always compliant with regulatory requirements, our professionals ensure an optimal outcome every time.

Our housing rehabilitation program website, [www.hip.cgph.net](http://www.hip.cgph.net) provides useful information for both homeowners and contractors interested in participating in the Borough's Home Improvement program. It also makes it easy for Borough homeowners to submit a one-page electronic preliminary application and for contractors to obtain a contractor application at their convenience. Please visit [www.hip.cgph.net](http://www.hip.cgph.net) to get a graphic view of how our specialized website would serve the Borough's residents. Our municipal clients choose CGP&H, and fellow planners and attorneys consistently recommend us to their clients because our programs are carefully designed to comply with all state and federal regulations, produce the most units per dollar, and result in quality construction with satisfied homeowners and renters. Other areas where CGP&H continues to shine are:

- **Comprehensive and extensively documented case files which municipal clients; HUD consultants, and state and federal auditors consistently praise**
- **Detailed work write-up specifications and bid documents that are second to none**
- **Progress inspections during the construction phase that increase contractor compliance**
- **Innovative, customized multi-media marketing to homeowners and contractors alike**
- **Local contractor outreach, encouraging participation from the best local contractors**
- **Successfully manage difficult contractors that prove to be sub-standard**
- **CGP&H customized home improvement program applicant and contractor website**
- **Friendly, always accessible, and bilingual staff**
- **Extensive phone support, and in person assistance whenever required**

The satisfaction rate among our applicants and quality of our case files have set the benchmark on which other rehabilitation programs are judged. In fact, on many occasions, our firm has been brought in after municipal programs were severely mismanaged by either other consultants or in-house staff, such as Bound Brook, Freehold Borough, Fairfield (Salem), New Brunswick and the City of Passaic. In every case, CGP&H turned those programs into successes, lauded by the very state and federal agencies that previously had problems with those municipal programs. Whether working with a problem situation, or in a municipality that is brand new to housing rehabilitation, or even taking over administration of a currently successful program, our approach is consistent to achieve the desired results. These reasons, coupled with our highly-experienced management and case team members are the primary reasons for the successes for each of the housing rehabilitation programs we administer throughout New Jersey for our municipal clients, as well as the housing rehabilitation programs we administer in Pennsylvania.

## COMPENSATION PROPOSAL

For services rendered by the Consultant, including that spent in the Consultant's office, under the terms of this document, the Consultant shall be compensated as follows:

<b>Housing Rehabilitation Program Services</b>	
<b>1. Initial Program Setup (One time not to exceed cost)</b>	Billed hourly at blended rate of \$111 per hour. Not to exceed \$2,000 per initial contract year.
<b>2. Ongoing Day-to-Day Program Administration</b>	Billed hourly at blended rate of \$111 per hour. Not to exceed \$5,000 per contract year.
<b>3. Shared Services</b>	Equal Payments of \$87 per month commencing at the onset of program implementation.
<b>4. Case Management</b>	Billed hourly at blended rate of \$111 per hour. Average cost of \$5,500 for single-family home or first unit in a multi-family dwelling. Average cost of \$1,750 per each additional unit within a multi-family dwelling.
<b>5. Title Search Fee</b>	\$90 per property
<b>6. Direct Costs</b>	Reimbursement for expenses. Not to exceed \$200 per contract year.
<b>7. Subordination Requests</b>	\$175 flat fee to process refinancing requests. This fee is paid by the homeowner.

- 1. Initial Program Setup:** this includes, but is not limited to, creation of Policies and Procedure Manual for administration of the Borough's Housing Rehabilitation Program, creation of corresponding program forms, and program marketing materials.
- 2. Ongoing Day-to-Day Program Administration:** includes but is not limited to maintaining a waiting list of interested residents; ongoing owner outreach efforts, reviewing homeowner pre-applications to determine initial eligibility, reporting, doing updates to program forms as needed and all other Housing Rehabilitation administrative tasks.
- 3. Shared Services:** this includes, but is not limited to, contractor outreach, intake of new interested contractor applications, qualifying new contractors, maintaining contractor database and individual records, updates to rehab work specifications templates and compliance research. With our high number of active clients, these costs are shared, saving our clients thousands of dollars.
- 4. Case Management:** this includes, but is not limited to, processing applications for eligibility certification and interacting with owners every step through the process; comprehensive inspection

of unit to determine code violations, repair needs; developing a detailed cost estimate and work specifications for review and approval by owner; preparing bid documents for contractors to bid; preparing contractor contracts and owner agreements with the Borough; progress inspections; trouble shooting, case close out.

5. **Title Search Fee:** Per property title search fee to confirm ownership and property liens.
6. **Direct Costs:** this includes, but is not limited to, reimbursement for direct costs for large scale printing jobs; postage; mailings; poster production; expedited mailings or messenger services, etc.
7. **Subordination Requests:** includes the cost of processing of subsequent Program Mortgage Subordination Requests during the affordability control period. The homeowner will be charged a flat fee per request.

### Charges to be paid by the Housing Rehabilitation Contractor to CGP&H

Circumstance	Contractor Penalty
1. Failed Final Inspection	\$350 per failed inspection paid by the contractor directly to CGP&H.
2. Unjustified Construction Delays	\$50 per week paid by the contractor directly to CGP&H.

1. **Failed Final Inspection:** If a contractor requests a final inspection, and fails to meet the specifications of the Work Write-Up, the contractor will be charged a flat fee to partially cover the cost of having to conduct a second inspection and preparing the accompanying inspection reports. Charges for each failed final inspection will be issued directly from the contractor to CGP&H, as specified in the construction agreement. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.
2. **Unjustified Construction Delays:** If the contractor delays construction without appropriate justification which requires CGP&H's additional follow-up with contractor, a weekly penalty will be charged to the contractor during the delay period. This will be specified in the construction agreement as a weekly penalty to the contractor paid directly to CGP&H if the penalty is imposed. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.

**The following fees may apply to the Municipality only if the need arises:**

Additional Housing Rehabilitation Services, as Needed	Fee
Services related to any cases that are terminated due to circumstances outside the control of CGP&H, including determination of either participant or property ineligibility, voluntary withdrawal by the program participant, or a participant failure to follow other program rules, including violations of local ordinances, falsification of eligibility documents, etc.	Hourly per case
For services related to the program inspector's discovery during the initial property inspection of non-compliant occupancy or recently completed or ongoing home improvements without required municipal permits, the CGP&H will bill hourly for all work required to get the program participant to rectify the situation and become municipally compliant before the case can continue in the program with the standard case processing procedures.	Hourly, up to 3 hours per case for compliance items*
*Municipality has the option to pass on this additional cost to the owner.	
If the program participant delays the preconstruction process for any reason, including rectifying non-compliance discovery (see above section), which then makes the state mandated certificate of eligibility period expire prior to the signing of the construction agreement, CGP&H will be required to reverify household income. Re-verification of income will be billed hourly.	Hourly, up to 4 hours per case to re-verify income*
*Municipality has the option to pass on this additional cost to the owner.	
On occasion, there are secondary or supplemental funding sources available to assist a unit get fully up to code in cases where the program's funding limits and the program participant's ability to provide their own funding is insufficient. To avoid abandoning the case since it cannot be brought up to code with available funding, we can partner with other funding sources in some cases to make the project work. CGP&H will bill hourly up to the limit per case (see right) for initial research to determine if partnering source is an option for the particular case, and if so, then coordination of same with secondary funding source. If more time beyond the limit per case is needed to finalize the partnering of funds to bring the unit up to code to obtain State credit for that unit, CGP&H will not continue without additional direct written authorization from the Municipality.	Hourly, up to 3 hours per case for initial research and coordination of partnering funds
While extremely rare, if during or after the completion of a housing rehabilitation case there are contract disputes, warranty claims or other kinds of disputes causing the Municipality to request mediation or intervention by CGP&H, this work will only proceed upon written authorization from the municipality and will be conducted at our regular hourly rates. When a program participant or contractor contacts CGP&H directly, CGP&H can bill up to 2 additional hours to attempt to resolve it expediently, prior to seeking written authorization from the municipality.	Hourly, up to 2 hours per case for warranty claims or contract disputes.
While rare, cases that require more than one bid opening (due to non-receipt of a qualified bid, contractor replacement or specialty contractor need on portion of rehab work) and/or more than one loan closing and related documents preparation; CGP&H will bill hourly per each re-bid process which includes re-sending updated bid notice and bid packages, additional bid opening, and review of bids received and/or each additional set of loan closing documents and/or additional loan closing	Hourly, up to 4 hours per case for re-bid process and up to 4 hours per case for each additional needed loan closing and/or additional loan closing documents.

### **Exclusions:**

The following services are specifically excluded from the scope of services to be provided under this agreement:

1. All engineering and architectural services related to the rehabilitation of residential structures, and the coordination thereof. In the rare cases where such funding is needed, those costs can come from the construction funding side of the particular case these exceptional services.
2. All legal services as may be required to administer the program or resolve a dispute between a program participant and a contractor.
3. Direct costs such as advertising, reproduction, and expedited mail or messenger services more than amount identified above in this proposal.
4. Relocation assistance, in the extremely rare event that a household must be relocated during the construction phase.
5. CGP&H is not responsible for serving as the property manager of any rental units.
6. Lead based paint testing services.

## **THE CGP&H APPROACH - HOUSING REHABILITATION SERVICES**

### **Program Design and Marketing:**

In coordination with the Borough of Montvale and the Borough's staff, elected officials, its attorney and planner, CGP&H will create and/or update Montvale's Program Policies and Procedures manual and forms to ensure effective implementation of the program that meets all State and Superior Court requirements.

CGP&H will implement an Affirmative Marketing Plan to recruit interested owners to the Program. In consultation with Montvale, CGP&H will employ a variety of proven free and low-cost strategies to advertise the program within the Borough which will likely include, but not be limited to advertising on the municipal website, appending announcements and/or flyers to appropriate municipal mailings, creating 11" by 17" laminated posters and complementary flyers and more detailed brochures for display and distribution at key high visibility locations. We also utilize free local cable TV advertising, if available, to establish the program's applicant pool/waiting list and expand contractor interest as well. We also use email blasts, twitter, and Facebook in cases where the municipality already provides such services to its residents. If future program marketing is needed, CGP&H will also periodically prepare press releases for a series of free advertising opportunities. We will offer to make group presentations to community organizations or to the public at large at Montvale's municipal building, and even to local contractors to explain the program and its benefits to them. Paid newspaper advertisements will be utilized as a last resort, when deemed necessary and appropriate and is almost never necessary. The methods to be used and the order of their deployment will be analyzed to implement the most effective combination of strategies at the right time. Extensive

marketing efforts are essential for all successful housing rehabilitation programs to meet their productivity objectives. Our tried and true approach to marketing is one of the many phases of a strong rehabilitation program that differentiates us from any other provider. Outreach marketing samples are available upon request.

As mentioned earlier in this document, each of our municipal Housing Rehabilitation Programs are also featured on our website, [www.hip.cgph.net](http://www.hip.cgph.net). This easy to navigate website allows interested owners and contractors to review program requirements, to learn more about the program and even to apply. It will make it easy for applicants to quickly submit a one-page electronic preliminary application and for contractors to obtain a contractor application at their convenience. Additionally, the website provides an overview of the housing rehabilitation process via a *Frequently Asked Questions* page, as well as *before and after photos* of housing rehabilitation projects and homeowner testimonials to help potential applicants visualize the program benefits. A *Resources* page provides other possible funding sources and related services, as well as house maintenance, fire safety and lead hazards information. The *Resources* page also provides links to the state Division of Consumers Affairs codes and standards, as well as home improvement contractors. Please visit [www.hip.cgph.net](http://www.hip.cgph.net) to get a graphic view of how our specialized website would serve Montvale residents.

#### Reporting and Required Meetings (On-Going):

CGP&H will provide the housing rehabilitation data required for annual State or Court reporting, as well as provide periodic reporting to suit the Borough's needs. Samples of program reports can be provided upon request.

#### Case Management:

CGP&H will administer the rehabilitation of eligible units within Montvale. The following items are included within the scope of services that will be provided by CGP&H during the daily administration of the Borough's Housing Rehabilitation Program.

For accuracy and efficiency purposes, most of our documents are in either Microsoft Excel or Access, and our standard bid, closing, and all other program forms will be designed to cost-effectively merge with the applicant's information, so that more of our professional time can be spent on higher level matters with applicants, program participants, and contractors, another difference between our company and others.

#### Application Processing:

CGP&H will process owner (and tenant when applicable) applications to ensure that units are occupied by income eligible households (as defined by NJ DCA) at the time of application. This is accomplished by verifying applicants' income and assets and finalizing the eligibility determination of each applicant.

This process starts with an applicant either submitting an easy online preliminary application to CGP&H or CGP&H pre-qualifying interested households by phone, whichever is the applicant's preference, and then placing them in the program's waiting list/applicant pool. The preliminary application process serves a dual benefit of not wasting the applicants' nor the program's time if the household does not meet several basic



eligibility criteria. Once a household is prequalified, formal application invitations will be mailed or emailed per the applicant's preference, while program openings are currently available. Upon receipt of a completed application, we assign a case number to protect the applicant's confidentiality, set up a case file, and assign a case manager to guide the applicant through the process. All case files are kept securely in locked file cabinets.

Since applications are rarely complete at the initial application submission, we work with each household as applications are received to help them through the eligibility certification process. We have three bilingual staff members to assist those in need of either Spanish translation or Hindi language services. For communities that have a significant Spanish-speaking population, our promotional materials will also be made available in Spanish as part of our basic services.

To ensure the utmost accuracy of an applicant's income qualification, our case managers are trained in DCA (COAH) and HUD income determination methods. Our proven HUD- and DCA-compliant systems for verifying income includes an additional step we call "peer review" where a second case manager reviews the income calculation methodology and all the supporting documents before the case is sent over to our program manager for formal review and approval of the case findings. Once a qualified applicant is approved in writing for program participation via a certificate of eligibility, the case manager then coordinates the comprehensive property inspection with the owner and our licensed CGP&H program inspector.

#### **Initial Inspections & Bid Specifications:**

Once an applicant is approved for program participation, a CGP&H inspector will do a pre-inspection interview with the homeowner. Besides scheduling the inspection, the interview prepares the homeowner as well as assists the inspector identify any reasons, such as hoarding or active private repairs, which would postpone or prevent a successful inspection. Subsequent to the interview and scheduling, the CGP&H inspector conducts a comprehensive property inspection to identify building, electrical, and plumbing code violations, and health and safety conditions requiring repair or replacement. To expedite our inspection services during our highly productive periods, CGP&H may subcontract with a qualified licensed home inspector to assist with inspection services under the guidance of our Chief Inspector.

Our inspector will become familiar with Montvale's local ordinances, to ensure that each unit will have specifications prepared to bring each unit up to state code and/or local ordinance, whichever is stricter. Upon arrival at the unit, the assigned CGP&H inspector will reinforce previous communications with the owner that the intent of the program is to bring units into compliance with local and state building code standards. At this meeting with the owner(s), our inspector will also discuss eligible and ineligible improvements indicated in the initial inspection.

The assigned CGP&H program inspector will also prepare the detailed work write-up specifications and cost estimates for each property that specify each work task line item by line item. CGP&H will then incorporate that into a bid package for each project which includes other critical program specific documentation designed to protect the Borough and to fully explain the program's requirements and expectations to all prospective contractors. Bid packages circulated to bidding contractors do not include any cost estimates.

Upon request, we would be happy and proud to provide sample cost estimates and a complete bid package, including a work write-up of an actual case file that would be within the price range of the Program's anticipated per-property rehabilitation cost.

CGP&H inspectors take an extensive number of property photos throughout the entire case process including before and after photos, and progress inspection photos. The photos not only serve to document case progress but are a wonderful tool to assist in preventing and/or resolving any contractual disputes. As an additional courtesy, at the completion of every case, these photos are compiled onto a CD and placed in the permanent case file for the Borough's future reference as well.

Though the program is not expected to have a specific lead paint component, our lead licensed inspectors are well qualified to ensure the contractors comply with the Environmental Protection Agency Renovation, Repair and Painting Rules (40 CFR Part 745) for houses built prior to 1978 with lead paint hazard reduction work. Our inspectors clearly identify the applicable work item(s) marked with the EPA-RRP Rule in the work specifications, as well as spell out the EPA requirements in the General Conditions of the work specifications.

### **Bidding:**

Prior to bid solicitation, the owner is required to review the work write-up that was created for their unit(s) by the CGP&H Inspector who performed that work. The purpose of this review process is to provide owners with a thorough understanding of the proposed/recommended scope of work, to address any questions they may have and to obtain their written approval of the work write-up to avoid future participant-initiated change order requests. Additionally, during this phase the owner also reviews the list of contractors and can add or delete any contractor from this list prior to sending out bid notices to contractors. This step serves two important purposes. First, reviewing potential contractors with the owner and inviting them to add or delete to the contractor list makes the owner an integral part of the contractor selection process. Secondly, it often helps us build up our list of local contractors that can be added to the program's ongoing contractor list (once they become pre-qualified).

CGP&H's staff will notify contractors of the Borough's program requirements, including procedures that impact bidding, contract award, preconstruction, work write-ups and contractor payments. CGP&H inspectors are also available via telephone over an extended day (earlier and later than normal business hours, to be convenient to both owners and contractors), to answer the many questions that arise. Currently, many participating contractors already receive their bid documents via email, which is both convenient and effective for the contractor.

CGP&H staff always conducts a thorough contractor vetting process, reviewing and confirming each contractor's qualifications prior to awarding a job to ensure the contractor meets all the program contractor requirements including but not limited to proper licenses, certifications, insurance and reference checks. The contractor list is updated regularly to ensure these documents are kept current. We also have probation and termination procedures for those occasions when warranted. This vetting process is just another reason why our company can boast such a small number of contractor disputes occurring during the construction period.

### Construction Phase:

CGP&H coordinates the selection of the contractor with the owner. CGP&H will then prepare all necessary agreements and loan documents related to the Housing Rehabilitation Program which will be executed at a Pre-Construction Conference to be attended by the CGP&H inspector (to preside over the closing and perform notary functions), the contractor and the owner. CGP&H case managers are responsible for creating all lien documents and facilitating the recording of mortgages and modifications to mortgages.

The Municipal Construction Office will receive a copy of the work write up from the case manager following the Pre-Construction Conference. Construction officials can then reference the work write-up when the contractor applies for building permits. This gives the Borough's construction inspection department full insight and a cross reference to help determine which permits are required.

CGP&H inspectors will usually perform at least one interim payment inspection and one final payment inspection during the construction phase to monitor compliance with program requirements, and to control and carefully document contract change orders, progress inspections and payments, scheduling and completion of the final inspection and case record completion.

CGP&H will generate progress inspection reports for contractor payments. Typically, CGP&H will prepare progress (50%), completion (40%), and retention (10%) payment documents supported by applicable inspections and warranties, as required. Tracking contractor payments is a critical element of a successful housing rehabilitation program. The customized Progress Inspection Report that CGP&H has created for these programs clearly indicates the line items that are included in a particular contractor payment. In the case of a partial payment, the percentage of completion is also included. We have noticed that the Progress Inspection Report form we have been using since 2001 has successfully eliminated any confusion of the value of the work that is eligible for payment following a partial payment inspection.

CGP&H is very proud to report that we help to keep owner and contractor disputes to a minimum. We accomplish the prevention of typical owner/contractor disputes by the quality and clarity of our work specifications, combined with our processes that include a detailed Pre-Construction meeting with the owner and contractor both present, with our inspector reviewing all work items line by line, clarifying any owner or contractor questions, and reviewing program rules and responsibilities of both parties to one another. In addition, prevention of disputes is facilitated by tight construction controls and the inspector's monitoring throughout the entire rehabilitation process, addressing potential problems before they escalate. However, there will still be occasional disputes with the contractor that is selected by the owner and then approved by us. Sometimes it is the owner that is not satisfied with certain aspects of the contractor's job performance, cleanliness, timeliness, manners, work product, etc., and sometimes it is CGP&H's inspectors who are not satisfied with the actual quality of the contractor's work. If the contractor ever initiates a dispute, it is generally due to either refusal by the owner or inspector to make payment, or very occasionally due to lack of access or poor treatment of workers by a owner. In any circumstance, our highly trained, patient, and skilled inspectors and management team will intervene when required to quickly resolve the matter in a way that is fair to all parties, respectful, and fact based. In addition, there has never been a finding against either CGP&H or against one of our municipal clients throughout all these years and

cases. CGP&H always maintains our high standards, even during delicate and difficult occasions when disputes arise.

#### Case Close-Out:

The case close-out phase begins with the contractor providing a signed Release of Liens to the owner as well as all applicable material and equipment warranties. That is followed by the filing of the approved municipal permits, receipt of all certificates of approval(s) and the approval of the final payment, all to be placed in the case file. The case manager then sends the owner a case closeout letter explaining the warranty period, importance of program documents for personal record keeping, explaining the homeowner's responsibility to continue to maintain the home, providing the homeowner with a home maintenance checklist as guidance, reminding owner of the affordable housing rental requirements listed in the program lien documents and deed restriction, thanking the owner for program participation and encouraging him/her to recommend the program to other households in the community.

CGP&H establishes and maintains complete files on each assisted unit to verify eligibility and to document the bidding, legal documents and completion of rehabilitation activities. Completed case files are transferred to the Montvale and organized in a user-friendly manner for the Borough's permanent records and future reference if ever needed. We are also very proud that CGP&H has consistently received accolades from our municipal clients, state and federal representatives alike for our detailed, complete and well-organized case files. Upon request, we are happy to provide sample case files for review.

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 162-2018**

**RE: Authorize Change Order #8/Montvale Intersection Improvements /Chestnut Ridge Road Widening/New Prince Concrete Construction Co., Inc.**

**WHEREAS**, the Borough of Montvale awarded a contract on April 11, 2017 in connection with the Montvale Intersection Improvements Project throughout the Borough of Montvale; and

**WHEREAS**, base bid was awarded in the amount of \$2,064,244.05 to the following:

New Prince Concrete, 215 Eileen Terrace, Hackensack, New Jersey 07601

**WHEREAS**, this contract was awarded via Resolution #92-2017; and

**WHEREAS**, the Borough Engineer in a detailed letter dated July 26, 2018 recommends Change Order #8 in the amount of 26,034.78 to the contract for invoices as detailed in the documentation attached; and

**WHEREAS**, Change Order #8 is hereby authorized to New Prince Concrete Construction Co., Inc. in the decreased amount of \$26,034.78; and

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

Total Contract Base Bid Amount	\$2,064,244.05
Change Order #1	\$ 485,445.54
Change Order #2	\$ 20,000.00
Change Order #3	\$ 80,000.00
Change Order #4	\$ (25,819.34) decrease
Change Order #5	\$ 8,928.00
Change Order #6	\$ 35,000.00
Change Order #7	\$ (24,857.14) decrease
Change Order #8	\$ 26,564.00
New Project Total	\$ 2,669,505.11

Amount \$26,564.00

Account # C-04-55-425-A00

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

**Adopted: July 31, 2018**

**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](http://www.maserconsulting.com)

July 26, 2018

**VIA E-MAIL**

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

Re: Chestnut Ridge Road Widening & Montvale Intersections Improvements  
**Progress Payment No. 10 and Proposed Change Order No. 8**  
Borough of Montvale, Bergen County, NJ  
MC Proposal No. MVB285B & MVP-197C

Dear Ms. Iarossi-Alwan:

New Prince Concrete Construction Co. Inc., Contractor for the above referenced projects, has requested Progress Payment No. 10 and Change Order Request No. 8 reflecting the final as-built quantities for the work related to the Montvale Intersections Improvements.

Attached please find the following document:

- Progress Payment No. 10 and Change Order No. 8, dated July 2, 2018, prepared by Maser Consulting, consisting of four (4) sheets.

The payment breakdown is as follows:

Original Contract Amount (Base Bid)	\$2,064,244.05
Change Order #1	\$485,445.54
Change Order #2	\$20,000.00
Change Order #3	\$80,000.00
Change Order #4	(\$25,819.34)
Change Order #5	\$8,928.00
Change Order #6	\$35,000.00
Change Order #7	(\$24,857.14)
<i>Proposed Change Order #8</i>	<u><i>\$26,564.00</i></u>
<b>Adjusted Contract Amount</b>	<b>\$2,669,505.11</b>
Amount Completed to Date	\$2,401,147.67
Less 2% Retainage	<u>(\$48,022.95)</u>
Sub-Total	\$2,353,124.72
Previous Payment	<u>(\$2,327,089.94)</u>
<b>Progress Payment #10 Amount</b>	<b>\$26,034.78</b>

Proposed Change Order No. 8 will increase the contract amount approximately 1.29% over the previous contract amount. This increases the Contract amount to 29.32% over the original contract amount with the total existing and proposed change orders. The majority of the increases to the Contract amount are the result of the addition to the original Contract for the widening of Chestnut



Maureen Iarossi-Alwan  
MC Project No. MVB285B  
July 26, 2018  
Page 2 of 2

Ridge Road (Change Order #1) as well as Change Orders No. 2 and 3 which were for added police/traffic control.

At this time, our office recommends the award of Proposed Change Order No. 8 as an increase to the Contract for the outstanding items not previously invoiced. (Note that this Contract cannot be closed out until the utilities are fully relocated along Chestnut Ridge Road and the road is milled and paved.) Therefore, we recommend the approval of Change Order No. 8 in the amount of \$26,564.00, with a New Project Total of \$2,669,505.11.

Based upon our review and the prior payments issued to New Prince Concrete Construction Co., we recommend processing the attached Progress Payment No. 10 in the amount of \$26,034.78 to New Prince Concrete Construction Co. Inc.

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  
Attachment

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

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 163-2018**

**RE: A Resolution Urging the Bergen County Board of Chosen Freeholders to Install Certain Safety Improvements at Three Locations in the Borough**

**Whereas**, the Borough is constantly evaluating the safety of the roads and intersections within the territorial jurisdiction of the Borough of Montvale; and

**Whereas**, with the assistance of the Borough Engineer, the Borough has identified three locations where the Borough believes that safety can be improved; and

**Whereas**, one such location is the intersection of Woodland Road and Grand Avenue, where the Borough would like to see a conforming traffic signal installed; and

**Whereas**, the second such location is at the intersection of Hillcrest Avenue and Grand Avenue, where the Borough would like to see a flashing traffic signal re-installed; and

**Whereas**, the third such location is on the southeast corner of the intersection of Chestnut Ridge Road and Summit Avenue, adjacent to the Dairy Queen, where the Borough would like to see a guardrail installed for the safety of patrons of the Dairy Queen; and

**Whereas**, both Grand Avenue and Chestnut Ridge Road are County Roads under the jurisdiction of the County of Bergen and the Board of Chosen Freeholders.

**Now, Therefore, Be It Resolved** that the Governing Body of the Borough of Montvale does hereby formally request that the Bergen County Board of Chosen Freeholders appropriate sufficient funds and take all steps necessary to install the following safety improvements:

1. Installation of a conforming traffic signal at the intersection of Woodland Road and Grand Avenue
2. Installation of a flashing traffic signal at the intersection of Hillcrest Avenue and Grand Avenue
3. Installation of a guard rail along Chestnut Ridge Road on the southeast corner of the intersection of Chestnut Ridge Road and Summit Avenue

**Be It Further Resolved** that the Borough Clerk shall forward a copy of this Resolution to the Bergen County Board of Chosen Freeholders.

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

**Adopted: July 31, 2018**

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Michael Ghassali  
Mayor



## RESOLUTION

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

<u>FUND</u>	<u>AMOUNT</u>	<u>NOTES</u>
Current	\$2,239,816.86	Bill List Wire 7/31/18
	<u>225,569.49</u>	Wires/Manual Checks
Current TOTAL	2,465,386.35	
Escrow - Trust	136,868.42	Bill List Wire 7/31/18
Outside Detail	600.00	Bill List Wire 7/31/18
Housing Trust	4,627.50	Bill List Wire 7/31/18
Open Space Trust	21,225.00	Bill List Wire 7/31/18
Capital Fund	145,280.85	Bill List Wire 7/31/18
Recreation Trust	4,920.36	Bill List Wire 7/31/18
Dog Trust	8.40	Bill List Wire 7/31/18

*This resolution was adopted by the Mayor and Council of Montvale  
at a meeting held on 7/31/18*

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

Approved: 7/31/18

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

\_\_\_\_\_  
Michael Ghassali, Mayor

ATTEST:

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

**MANUAL/VOID CHECKS - WIRES**  
**July 31, 2018**

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Transaction/Vendor</u>	<u>Amount</u>
WIRE		7/12/18	Payroll Account	140,107.60
WIRE		7/12/18	Salary Account	85,059.39
WIRE		7/12/18	FSA Account	<u>402.50</u>
<b>Total</b>				<u><b>225,569.49</b></u>

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Borough of Montvale  
Bill List By Vendor Id

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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		Contract PO Type		First Rcvd		chk/void	1099	
PO #	PO Date Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date Date	Invoice	Exc1
Item Description								
00019 MUNICIPAL CAPITAL CORPORATION								
18-00116	01/17/18 COLOR COPIER/PRINTER SCANNER		B					
17	COLOR COPIER/PRINTER SCANNER	129.50	8-01-22-725-061	B LEASED EQUIPMENT	R	01/17/18 07/24/18	4975220618/JULY N	
18	COLOR COPIER/PRINTER SCANNER	129.50	8-01-21-720-061	B LEASED EQUIPMENT	R	01/17/18 07/24/18	4975220618/JULY N	
		259.00						
Vendor Total:		259.00						
00022 BERGEN CTY MUNICIPAL JIF								
18-00003	01/03/18 2018 LIABILITY & WORK COMP INS		B					
7	2018 JIF LIABILITY INSURANCE	52,836.34	8-01-23-730-029	B OTHER CONTRACTUAL ITEMS	R	04/26/18 07/24/18	3RD QTR 2018	N
8	2018 JIF WORK COMP INSURANCE	42,196.66	8-01-23-732-029	B OTHER CONTRACTUAL ITEMS	R	01/03/18 07/24/18	3RD QTR 2018	N
		95,033.00						
Vendor Total:		95,033.00						
00023 BERGEN CTY UTILITIES AUTHORITY								
18-00353	03/05/18 SEWER SERVICE COST 2018		B					
4	SEWER SERVICE COST 2018	221,569.00	8-01-31-832-029	B OTHER CONTRACTUAL ITEMS	R	03/05/18 07/24/18	INV 0005230	N
Vendor Total:		221,569.00						
00043 NORTH JERSEY MEDIA GROUP								
18-00926	07/13/18 ADS JUNE 2018 -AC# 1101718							
1	AC 1101718 JUNE ADS CLERK	2,267.94	8-01-20-701-021	B ADVERTISING	R	07/13/18 07/24/18	JUNE 2018	N
2	JUNE ADS PLANNING BRD	233.25	8-01-21-720-021	B ADVERTISING	R	07/13/18 07/24/18	JUNE 2018	N
		2,501.19						
Vendor Total:		2,501.19						

Page No: 2

Vendor # Name	PO # PO Date Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099
	Item Description	Amount	Charge Account	Acct Type Description	Enc Date	Date	Date	Exc
00046	COUNTY OF BERGEN, TREASURER							
	18-00294 02/21/18 COUNTY TAXES - 2018		B					
	4 COUNTY TAXES - 3RD QTR 2018	1,403,395.00	8-01-55-208-000	B COUNTY TAXES	R	07/25/18	07/25/18	3D QTR TAX 18 N
	Vendor Total:	1,403,395.00						
00064	MUNNOS ITALIAN DELI							
	18-00857 06/28/18 Boman Retirement Luncheon							
	1 Boman's retirement Lunch	297.50	8-01-25-745-041	B MEAL REIMBURSEMENT	R	06/28/18	07/24/18	6/27/18 N
	2 Don Boman's Luncheon	297.50	8-01-20-701-041	B MEAL REIMBURSEMENT	R	06/28/18	07/24/18	6/27/18 N
	3 tip	75.00	8-01-20-701-041	B MEAL REIMBURSEMENT	R	06/28/18	07/24/18	6/27/18 N
		670.00						
	18-00913 07/11/18 Shared Service Meeting							
	1 Shared Service Meeting	444.00	8-01-20-701-041	B MEAL REIMBURSEMENT	R	07/11/18	07/24/18	9008 N
	Vendor Total:	1,114.00						
00071	SUEZ WATER NEW JERSEY							
	18-00902 07/10/18 3825412222 FIRE HYDRANTS JULY							
	1 3825412222 FIRE HYDRANTS JULY	15,361.91	8-01-31-834-029	B OTHER CONTRACTUAL ITEMS	R	07/10/18	07/24/18	JULY 2018 N
	Vendor Total:	15,361.91						
00096	E-Z PASS CUSTOMER SVS CTR							
	18-00885 07/03/18 PD TOLL REPLENISHMENT							
	1 PD TOLL REPLENISHMENT	200.00	8-01-25-745-045	B TRAVEL	R	07/03/18	07/26/18	TOLL REPLEINSH N
	Vendor Total:	200.00						
00128	ARROW TREE SERVICE INC.							
	18-00779 06/11/18 TREE REMOVAL- STORM DAMAGE							
	1	500.00	8-01-26-765-029	B OTHER CONTRACTUAL ITEMS	R	06/11/18	07/24/18	57219 N
	Vendor Total:	500.00						

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099
	Item		Description	Amount	Charge Account		Enc Date	Date	Date	Invoice
					Acct Type Description					Exc
00135 PASCACK VALLEY MAYORS' ASSOC										
	18-00943	07/16/18	PRO-RATA SHARE MONTHLY MEETING							
	1		PRO-RATA SHARE MONTHLY MEETING	292.24	8-01-20-703-044	B PROFESSIONAL ASSOCIATION DUES	R	07/16/18	07/24/18	APRIL-MAY-JUNE N
			Vendor Total:	292.24						
00139 IAROSCI-ALWAN, MAUREEN										
	18-00946	07/16/18	PETTY CASH FOR JULY							
	1		PETTY CASH FOR JULY	10.00	8-01-25-747-041	B MEAL REIMBURSEMENT	R	07/16/18	07/24/18	JULY 2018 N
	2			10.00	8-01-20-701-041	B MEAL REIMBURSEMENT	R	07/16/18	07/24/18	JULY 2018 N
	3			30.66	T-19-56-286-106	B SUMMER CAMP	R	07/16/18	07/24/18	JULY 2018 N
	4			15.00	T-19-56-286-106	B SUMMER CAMP	R	07/16/18	07/24/18	JULY 2018 N
	5			35.00	8-01-20-704-042	B EDUCATION/TRAINING/SEMINARS	R	07/16/18	07/24/18	JULY 2018 N
	6			17.33	8-01-22-725-026	B MAINTENANCE OF OTHER EQUIPMENT	R	07/16/18	07/24/18	JULY 2018 N
	7			19.18	8-01-20-703-041	B MEAL REIMBURSEMENT	R	07/16/18	07/24/18	JULY 2018 N
	8			53.30	8-01-28-795-068	B SPECIAL EVENTS	R	07/16/18	07/24/18	JULY 2018 N
	9			15.60	8-01-41-250-042	B EDUCATION/TRAINING/SEMINARS	R	07/16/18	07/24/18	JULY 2018 N
	10			14.40	8-01-42-855-042	B EDUCATION/TRAINING/SEMINARS	R	07/16/18	07/24/18	JULY 2018 N
				220.47						
			Vendor Total:	220.47						
00146 PSEG CO.										
	18-00905	07/10/18	PSEG CHARGES JUNE 2018							
	1		6703262608 43 HUFF TERRACE	14.39	8-01-31-829-070	B NATURAL GAS	R	07/10/18	07/24/18	JUNE 2018 N
	2		7364678107 35W GRAND FIREHOUSE	56.72	8-01-31-829-070	B NATURAL GAS	R	07/10/18	07/24/18	JUNE 2018 N
				71.11						
	18-00937	07/13/18	PSEG CHARGES MAY 2018							
	1		6600192208 VLY VIEW TER	14.35	8-01-31-829-070	B NATURAL GAS	R	07/13/18	07/24/18	MAY 2018 N
	2		6530025502 RECREATION	12.03	8-01-31-829-070	B NATURAL GAS	R	07/13/18	07/24/18	MAY 2018 N
	3		6673192003 GARAGE (DPW)	59.21	8-01-31-829-070	B NATURAL GAS	R	07/13/18	07/24/18	MAY 2018 N
				85.59						
	18-00938	07/13/18	PSEG CHARGES JUNE 2018							
	1		6600192208 VLY VIEW TER	17.43	8-01-31-829-070	B NATURAL GAS	R	07/13/18	07/24/18	JUNE 2018 N
	2		6530025502 RECREATION	12.03	8-01-31-829-070	B NATURAL GAS	R	07/13/18	07/24/18	JUNE 2018 N
	3		6673192003 GARAGE (DPW)	17.43	8-01-31-829-070	B NATURAL GAS	R	07/13/18	07/24/18	JUNE 2018 N

Borough of Montvale  
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Vendor # Name	PO # PO Date Description	Contract PD Type	First Rcvd Chk/Void		1099
	Item Description	Amount Charge Account Acct Type Description	Stat/Chk Enc Date Date Date Invoice		EXC
00146 PSE&G CO.	Continued				
18-00938 07/13/18 PSEG CHARGES JUNE 2018	Continued				
4 6532701009CHESTNUT RIDGE RD TS	196.31 8-01-31-829-070 B NATURAL GAS	R	07/13/18 07/24/18	JUNE 2018	N
	243.20				
18-00939 07/16/18 PSEG CHARGES MAY/JUNE					
1 6702243308 159 CHESTNUT RIDGE	62.96 8-01-31-829-070 B NATURAL GAS	R	07/16/18 07/24/18	MAY 2018	N
2 6702243308 159 CHESTNUT RIDGE	28.23 8-01-31-829-070 B NATURAL GAS	R	07/16/18 07/24/18	JUNE 2018	N
3 6772525604 12 MERCEDES DRIVE	638.59 8-01-31-829-078 B NATURAL GAS - 12 MERCEDES	R	07/16/18 07/24/18	MAY 2018	N
4 6772525604 12 MERCEDES DRIVE	248.13 8-01-31-829-078 B NATURAL GAS - 12 MERCEDES	R	07/16/18 07/24/18	JUNE 2018	N
5 6502643000 1 MEMORIAL DR	49.58 8-01-31-829-086 B NATURAL GAS - ONE MEMORIAL	R	07/16/18 07/24/18	MAY 2018	N
6 6502643000 1 MEMORIAL DR	31.57 8-01-31-829-086 B NATURAL GAS - ONE MEMORIAL	R	07/16/18 07/24/18	JUNE 2018	N
	1,059.06				
Vendor Total:	1,458.96				
00173 NEWELL, JOHN					
18-00930 07/13/18 REIMB NEWELL VEST					
1 REIMB NEWELL VEST	700.00 8-01-25-745-047 B VEST REIMBURSEMENT	R	07/13/18 07/24/18	REIMBURSE VEST	N
2 REIMB NEWELL VEST	100.00 8-01-25-745-274 B NEWELL, JOHN - CLOTHING	R	07/13/18 07/24/18	REIMBURSE VEST	N
	800.00				
Vendor Total:	800.00				
00186 PRIMEPAY, LLC					
18-00205 02/02/18 FSA FEES 2018	B				
8 FSA FEES 2018 JUNE	110.00 8-01-20-701-028 B OTHER PROF/CONSULTANT SERVICES	R	04/26/18 07/24/18	54669922	N
Vendor Total:	110.00				
00247 MONTVALE FREE PUBLIC LIBRARY					
18-00223 02/06/18 LIBRARY PAYMENTS 2018	B				
4 LIBRARY PAYMENTS 2018	40,208.00 8-01-29-800-029 B OTHER CONTRACTUAL ITEMS	R	04/30/18 07/24/18	3RD QTR 2018	N
Vendor Total:	40,208.00				

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099
	Item	Description	Amount	Charge Account	Acct Type Description		Enc Date	Date	Date Invoice	Exc
00258 ROCKLAND ELECTRIC COMPANY	18-00932	07/13/18	ROCKLAND ELECTRIC CHARGES/JUNE							
	1	0674933003 1 MEMORIAL DR	1,211.25	8-01-31-825-086	B ELECTRICITY - 1 MEMORIAL	R	07/13/18	07/24/18	JUNE 2018	N
	2	9555848004 BORO STREET LITES	9,369.74	8-01-31-826-075	B STREET LIGHTING	R	07/13/18	07/24/18	JUNE 2018	N
	3	8822932014 12 MERCEDES DRIVE	10,432.70	8-01-31-826-075	B STREET LIGHTING	R	07/13/18	07/24/18	JUNE 2018	N
			21,013.69							
18-00934 07/13/18 ROCKLAND ELECTRIC CHARGES/JUNE										
	1	0027002008 WARN.LITE.F.FIRE	10.71	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	2	0611933003 MEMORIAL DPW	881.51	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	3	0563019009 GRAND SO PK 67/62	44.35	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	4	0716933005 MEMORIAL TENNIS CT	37.41	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	5	0758933005 1 MEMORIAL SHED 1	12.53	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	6	0897137012 MEMORIAL LITE FIELD	117.44	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	7	0787127002 GRAND SO PK 75/77	30.88	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	8	1472933002 GRAND TFLT 1	57.72	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	9	1451933002 1 MEMORIAL SHED 2	6.68	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	10	0632933003 W GRAND UNMTRD	12.38	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	11	1908079006 MEMORIAL GATE TRFC	12.26	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	12	015726009 1 MEMORIAL LITE	51.36	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	13	0195092007 GRAND SO PK 87/97	67.06	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	14	0128933004 KINDERKAMACK RD	203.14	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	15	9767932024 CHESTNUT RIDGE TFLT	41.38	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	16	2413158015 13 W GRAND AVE	10.87	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	17	8906935008 E GRAND OTH UNMTR	23.22	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	18	9515932009 GRAND OTHR UNMTR	126.39	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	19	0653933003 GRAND OTHR MTLBX	107.75	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
	20	9494934001 S MIDLLTWN SWR LIFT	462.33	8-01-31-825-071	B ELECTRICITY	R	07/13/18	07/24/18	JUNE 2018	N
			2,317.37							
Vendor Total:			23,331.06							
00292 HIGHWAY TRAFFIC SUPPLY	18-00798	06/13/18	PD TRAFFIC SIGNAGE							
	1	PD TRAFFIC SIGNAGE	798.30	8-01-25-745-106	B TRAFFIC BUREAU EQUIP/SERVICES	R	06/13/18	07/24/18	055315	N
Vendor Total:			798.30							

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			Item Description	Amount	Charge Account						
00329 NJ STATE DEPT. OF HEALTH											
	18-00863	07/02/18	animal state fee/June								
			1 animal state fee/June	8.40	T-12-56-286-001	R	07/02/18	07/24/18		JUNE 2018	N
			Vendor Total:	8.40							
00375 BOROUGH OF PARK RIDGE											
	18-00935	07/13/18	TRI-BORO FUEL INVOICE/MAY								
			1 TRI-BORO FUEL INVOICE/MAY	3,257.49	8-01-31-833-074	R	07/13/18	07/24/18		MAY 2018	N
			2 TRI-BORO FUEL INVOICE/MAY	179.00	8-01-31-833-074	R	07/13/18	07/24/18		MAY 2018	N
			3 TRI-BORO FUEL INVOICE/MAY	240.77	8-01-25-748-074	R	07/13/18	07/24/18		MAY 2018	N
				3,677.26							
			Vendor Total:	3,677.26							
00402 MUNICIPAL CAPITAL CORPORATION											
	18-00117	01/17/18	COPY MACHINE LEASE CONTR. 2018		B						
			8 COPY MACHINE LEASE CONTR. 2018	299.00	8-01-20-701-061	R	01/17/18	07/24/18		4975220618/JULY N	
			Vendor Total:	299.00							
00406 RUTGERS, STATE UNIVERSITY NJ											
	18-00918	07/13/18	FINANCIAL MANAGEMENT COURSES								
			1 MUNICIPAL CAPITAL & TRUST ACCT	1,233.00	8-01-20-705-042	R	07/13/18	07/24/18		FINANCE CLASS	N
			2 MUNICIPAL UTILITY FUND ACCT	1,038.00	8-01-20-705-042	R	07/13/18	07/24/18		FINANCE CLASS	N
				2,271.00							
			Vendor Total:	2,271.00							
00497 LEVITZKI, ANN											
	18-00841	06/26/18	CELLPHONE REIMBURSEMENT MAY								
			1 CELLPHONE REIMBURSEMENT	25.92	8-01-41-250-029	R	06/26/18	07/24/18		MAY 2018	N
			2 CELLPHONE REIMBURSEMENT	23.92	8-01-42-855-029	R	06/26/18	07/24/18		MAY 2018	N
				49.84							
			Vendor Total:	49.84							
18-00859 06/29/18 office supplies											
			1 wire baskets for the office	15.01	8-01-41-250-036	R	06/29/18	07/24/18		6/25/18	N



Vendor # Name	PO # PO Date Description	Contract Amount Charge Account	PO Type Acct Type Description	Stat/Chk	First Rcvd Enc Date Date	chk/void Date Invoice	1099 Excl
00497 LEVITZKI, ANN	Continued						
18-00859 06/29/18 office supplies	Continued						
2 wire baskets for the office	13.85	8-01-42-855-036	B OFFICE SUPPLIES	R	06/29/18 07/24/18	6/25/18	N
	28.86						
18-00951 07/17/18 Cell Phone - June 2018							
1 Cell Phone - June 2018	21.84	8-01-42-855-029	B OTHER CONTRACTUAL ITEMS	R	07/17/18 07/24/18	JUNE 2018	N
2 Cell Phone - June 2018	23.66	8-01-41-250-029	B OTHER CONTRACTUAL ITEMS	R	07/17/18 07/24/18	JUNE 2018	N
	45.50						
18-00980 07/26/18 office Supplies							
1 Blank cd's	12.78	8-01-42-855-036	B OFFICE SUPPLIES	R	07/26/18 07/26/18	EXP. REIMBURSE	N
2 Blank cd's	13.85	8-01-41-250-036	B OFFICE SUPPLIES	R	07/26/18 07/26/18	EXP. REIMBURSE	N
	26.63						
Vendor Total:	150.83						
00554 BERGEN MUNI EMPL BENEFITS FUND							
18-00901 07/10/18 HEALTH BENEFITS- JUNE & JULY							
1 MEDICAL BENEFITS - JUNE 2018	63,743.00	8-01-23-733-096	B OTHER CONTRACTUAL - BMED	R	07/10/18 07/24/18	JUNE-JULY 2018	N
2 MEDICAL BENEFITS - JULY 2018	63,743.00	8-01-23-733-096	B OTHER CONTRACTUAL - BMED	R	07/10/18 07/24/18	JUNE-JULY 2018	N
3 DENTAL BENEFITS- JUNE 2018	3,623.00	8-01-23-733-095	B DENTAL	R	07/10/18 07/24/18	JUNE-JULY 2018	N
4 DENTAL BENEFITS- JULY 2018	3,623.00	8-01-23-733-095	B DENTAL	R	07/10/18 07/24/18	JUNE-JULY 2018	N
5 RX BENEFITS- JUNE 2018	12,528.00	8-01-23-733-097	B PRESCRIPTION	R	07/10/18 07/24/18	JUNE-JULY 2018	N
6 RX BENEFITS- JULY 2018	12,528.00	8-01-23-733-097	B PRESCRIPTION	R	07/10/18 07/24/18	JUNE-JULY 2018	N
	159,788.00						
18-00978 07/24/18 HEALTH BENEFITS- AUGUST							
1 MEDICAL BENEFITS AUGUST 2018	63,743.00	8-01-23-733-096	B OTHER CONTRACTUAL - BMED	R	07/24/18 07/24/18	AUGUST 2018	N
2 DENTAL BENEFITS- AUGUST 2018	3,623.00	8-01-23-733-095	B DENTAL	R	07/24/18 07/24/18	AUGUST 2018	N
3 RX BENEFITS- AUGUST 2018	12,528.00	8-01-23-733-097	B PRESCRIPTION	R	07/24/18 07/24/18	AUGUST 2018	N
	79,894.00						
Vendor Total:	239,682.00						

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00559 DUTRA EXCAVATING & SEWER INC.	18-00852	06/28/18	MONTVALE 4 CATCH BASINS									
			1 MONTVALE 4 CATCH BASINS	8,000.00	8-01-26-768-029	B OTHER CONTRACTUAL SERVICES	R	06/28/18	07/24/18		MVB-540	N
			Vendor Total:	8,000.00								
00578 TREASURER, STATE OF NJ DCA	18-00873	07/03/18	2nd Quarter State Fees - 2018									
			1 2nd Quarter State Fees - 2018	5,416.00	8-01-55-271-016	B RESERVE FOR BOCA TRAINING FEES	R	07/03/18	07/24/18		2ND QTR 2018	N
			Vendor Total:	5,416.00								
00699 ATLANTIC TOMORROWS OFFICE	18-00860	07/02/18	COPY MACHINE MAINTENANCE		B							
			2 COPY MACHINE MAINTENANCE 2018	1,447.49	8-01-20-701-062	B OFFICE EQUIP - MAINT/REPAIR	R	07/02/18	07/24/18		CNIN751270	N
			Vendor Total:	1,447.49								
00707 BOMAN, DONALD	18-00877	07/03/18	REIMB A/C CHIEFS CONVENTION									
			1 REIMB A/C CHIEFS CONVENTION	290.42	8-01-25-745-042	B EDUCATION/TRAINING/SEMINARS	R	07/03/18	07/24/18		REIM CONVENTION	N
			Vendor Total:	290.42								
00731 MASER CONSULTING P.A.	16-00489	04/21/16	COMPLIANCE W.AFFORDABLE HOUSIN		B							
			28 AFFORDABLE HOUSING SERVICES	82.50	8-01-55-204-000	B ACCOUNTS PAYABLE	R	01/01/18	07/24/18		464647	N
			18-00320 02/26/18 COMPLIANCE HEARING D. GREEN		B							
			7 HEFSP & COMPLIANCE DOCUMENTS	1,998.54	8-01-21-720-028	B OTHER PROF/CONSULTANT SERVICES	R	02/26/18	07/24/18		464653	N
			8 HEFSP & COMPLIANCE DOCUMENTS	3,895.00	8-01-21-720-028	B OTHER PROF/CONSULTANT SERVICES	R	02/26/18	07/24/18		460324-1	N
				5,893.54								
			18-00833 06/22/18 ESCROW PAYMENTS									
			1 PREMIER DEVELOPER (160SVR)	10,637.50	E-08-00-217-11A	B Premier Developers (160 SVR) 301/283	R	06/22/18	07/24/18		451025	N



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Item Description	Amount	Charge Account	Acct Type Description				Enc Date	Date	Date	Invoice	Excl
<hr/>											
00960 CHESTNUT RIDGE EXXON											
18-00887 07/03/18 PARK RIDGE PUMPS DOWN FUEL											
1 PARK RIDGE PUMPS DOWN FUEL	215.45	7-01-31-833-074	B GASOLINE & DIESEL FUEL			R	07/03/18	07/24/18		6/17-19/18	N
Vendor Total:	215.45										
<hr/>											
00979 SANFILIPPO, JOSEPH											
18-00878 07/03/18 REIMB A/C CHIEFS CONVENTION											
1 REIMB A/C CHIEFS CONVENTION	171.01	8-01-25-745-042	B EDUCATION/TRAINING/SEMINARS			R	07/03/18	07/24/18		REIM CONVENTION	N
Vendor Total:	171.01										
<hr/>											
01102 POWER DMS, INC.											
18-00570 04/30/18 2018 POWER DMS SUBS FEE											
1 2018 POWER DMS SUBS FEE	2,679.00	8-01-25-745-029	B OTHER CONTRACTUAL ITEMS			R	04/30/18	07/24/18		20661	N
Vendor Total:	2,679.00										
<hr/>											
01134 RESERVE ACCOUNT											
18-00166 01/24/18 REFILL POSTAGE METER 2018			B								
7 REFILL POSTAGE METER 2018 JUNE	1,000.00	8-01-20-701-022	B POSTAGE & EXPRESS CHARGES			R	03/30/18	07/24/18		JUNE 2018	N
8 REFILL POSTAGE METER 2018 JULY	1,000.00	8-01-20-701-022	B POSTAGE & EXPRESS CHARGES			R	04/26/18	07/24/18		JULY 2018	N
	2,000.00										
Vendor Total:	2,000.00										
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01156 DIRECT ENERGY BUSINESS											
18-00921 07/13/18 DIRECT ENERGY ELECTRIC CHARGES											
1 5229845000 LA TRENTA FIELD	186.44	8-01-31-825-071	B ELECTRICITY			R	07/13/18	07/24/18		181870035242863	N
18-00955 07/19/18 DIRECT ENERGY ELECTRIC CHARGES											
1 0897137012 MEMORIAL LITE FIELD	50.52	8-01-31-825-071	B ELECTRICITY			R	07/19/18	07/24/18		181930035300939	N
Vendor Total:	236.96										

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	Item	Description	Amount	Charge Account	Acct Type Description		Enc Date	Date	Date Invoice	Excl
01167 MUNICIPAL CLKS ASSOC OF NJ	18-00933	07/13/18 2018-2019 ANNUAL MEMBERSHIP								
	1	2018-2019 ANNUAL MEMBERSHIP	175.00	8-01-20-704-044	B PROFESSIONAL ASSOCIATION DUES	R	07/13/18	07/24/18	MEMBERSHIP	N
		Vendor Total:	175.00							
01241 FRANCO BRICK OVEN PIZZA	18-00952	07/17/18 PB MEETING - DINNER								
	1	PLANNING BOARD MTG - MEAL	51.61	8-01-21-720-041	B MEAL REIMBURSEMENT	R	07/17/18	07/24/18	7/17/2018	N
	2	TIP	11.00	8-01-21-720-041	B MEAL REIMBURSEMENT	R	07/17/18	07/24/18	7/17/2018	N
			62.61							
		Vendor Total:	62.61							
01320 TENNIS DYNAMICS LLC	18-00842	06/26/18 TENNIS LESSON INSTRUCTOR FEES								
	1	SATURDAY BEGINNER LESSON FEES	550.00	T-19-56-286-107	B TENNIS INSTRUCTION	R	06/26/18	07/24/18	TENNIS LESSONS	N
	2	SATURDAY INTERMED. LESSON FEES	275.00	T-19-56-286-107	B TENNIS INSTRUCTION	R	06/26/18	07/24/18	TENNIS LESSONS	N
	3	MONDAY BEGINNER LESSON FEES	1,550.00	T-19-56-286-107	B TENNIS INSTRUCTION	R	06/26/18	07/24/18	TENNIS LESSONS	N
			2,375.00							
		Vendor Total:	2,375.00							
01368 ROBALINO, ERIC	18-00929	07/13/18 REIMB CLOTHING ROBALINO								
	1	REIMB CLOTHING ROBALINO	158.98	8-01-25-745-257	B ROBALINO, ERIC - CLOTHING	R	07/13/18	07/24/18	REIM CLOTHING	N
		Vendor Total:	158.98							
01395 WATCHGUARD VIDEO	18-00571	04/30/18 2018 CHARG TAHOE CAMERA MOUNTS								
	1	2018 CHARG TAHOE CAMERA MOUNTS	165.00	8-01-25-760-051	B PURCHASE OF VEHICLES	R	04/30/18	07/24/18	ACCINV0015593	N
		Vendor Total:	165.00							
01409 MARAJ, NARITA LLC	18-00063	01/10/18 RECORDS MANAGEMENT SVS 2018								
	21	RECORDS MANAGEMENT SVS 2018	355.08	8-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R	04/26/18	07/24/18	MTV-2018-020	N

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Item Description	Amount	Charge Account	Acct Type Description								
01409 MARAJ, NARITA LLC. Continued											
18-00063 01/10/18 RECORDS MANAGEMENT SVS 2018		Continued									
22 RECORDS MANAGEMENT SVS 2018	250.17	8-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R		04/26/18	07/24/18			MTV-2018-021	N
	605.25										
Vendor Total:	605.25										
01415 PAXINOPOULOS, ANTHONY											
18-00851 06/28/18 MAILBOX DAMAGE REFUND											
1 MAILBOX DAMAGE REFUND	75.00	8-01-20-701-026	B MAINTENANCE OF OTHER EQUIPMENT	R		06/28/18	07/24/18			MAILBOX REFUND	N
Vendor Total:	75.00										
01450 EARTH NETWORKS dba WEATHERBUG											
18-00813 06/18/18 LX ALERTING SUBSCRIPT. RENEWAL											
1 LX ALERTING SUBSCRIPT. RENEWAL	2,000.00	8-01-26-772-079	B 43 W GRAND AVE - MAINTENANCE	R		06/18/18	07/24/18			WBB0036342	N
Vendor Total:	2,000.00										
01453 STEIN'S FRESH BAGEL INC.											
18-00880 07/03/18 PD CORP BKFST BOMAN RETIREMENT											
1 PD CORP BKFST BOMAN RETIREMENT	131.00	8-01-25-745-041	B MEAL REIMBURSEMENT	R		07/03/18	07/24/18			806291	N
Vendor Total:	131.00										
01454 TMDE CALIBRATION LABS INC.											
18-00886 07/03/18 PD TUNING FORK CERTIFICATION											
1 PD TUNING FORK CERTIFICATION	127.50	8-01-25-745-106	B TRAFFIC BUREAU EQUIP/SERVICES	R		07/03/18	07/24/18			33204	N
Vendor Total:	127.50										
01488 BANISCH ASSOCIATES, INC.											
18-00811 06/18/18 PLANNING BOARD SERVICES											
1 PLANNING BOARD SERVICES	1,950.00	T-03-56-286-006	B TRUST - RESERVE FOR HOUSING	R		06/18/18	07/24/18			P17-27273	N
2 PLANNING BOARD SERVICES	1,325.00	T-03-56-286-006	B TRUST - RESERVE FOR HOUSING	R		06/18/18	07/24/18			P18-28607	N
3 PLANNING BOARD SERVICES	412.50	T-03-56-286-006	B TRUST - RESERVE FOR HOUSING	R		06/18/18	07/24/18			P18-28611	N
4 PLANNING BOARD SERVICES	475.00	T-03-56-286-006	B TRUST - RESERVE FOR HOUSING	R		06/18/18	07/24/18			P18-28612	N

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Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl
01488 BANISCH ASSOCIATES, INC. Continued									
18-00811 06/18/18 PLANNING BOARD SERVICES		Continued							
5 PLANNING BOARD SERVICES	412.50	T-03-56-286-006	B TRUST - RESERVE FOR HOUSING	R	06/18/18	07/24/18		P18-28613	N
	4,575.00								
Vendor Total:	4,575.00								
01510 GUICO, JOHN									
18-00884 07/03/18 GUICO CLOTHING ALLOW REIMB									
1 GUICO CLOTHING ALLOW REIMB	59.95	8-01-25-745-258	B GUICO, JOHN - CLOTHING	R	07/03/18	07/24/18		REIM CLOTHING	N
Vendor Total:	59.95								
01513 GOVSITES									
18-00130 01/18/18 WEBSITE DESIGN HOSTING SUPPLY		B							
8 WEBSITE DESIGN HOSTING &	1,530.00	8-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R	04/26/18	07/24/18		INV-4044/JULY	N
18-00131 01/18/18 ONLINE FORMS- RECREATION 2018		B							
8 ONLINE FORMS FOR RECREATION	57.00	8-01-28-795-029	B OTHER CONTRACTUAL ITEMS	R	01/18/18	07/24/18		INV-4042 & 4046	N
Vendor Total:	1,587.00								
01643 DENT, LISA									
18-00899 07/10/18 CAMP RAIN DAY MOVIES									
1 CAMP RAIN DAY MOVIES	196.07	T-19-56-286-106	B SUMMER CAMP	R	07/10/18	07/24/18		CAMP REIMBURSE	N
2 EMERGENCY CARDSTOCK, INK, PAPER	159.90	T-19-56-286-106	B SUMMER CAMP	R	07/10/18	07/24/18		CAMP REIMBURSE	N
3 CAMP SNACKS, SOAP & SANITIZER	28.77	T-19-56-286-106	B SUMMER CAMP	R	07/10/18	07/24/18		CAMP REIMBURSE	N
4 CAMP HOSES & SPRAY BOTTLES	158.97	T-19-56-286-106	B SUMMER CAMP	R	07/10/18	07/24/18		CAMP REIMBURSE	N
5 CAMP SUPPLIES	74.90	T-19-56-286-106	B SUMMER CAMP	R	07/10/18	07/24/18		CAMP REIMBURSE	N
6 CAMP SUPPLIES	74.57	T-19-56-286-106	B SUMMER CAMP	R	07/10/18	07/24/18		CAMP REIMBURSE	N
	693.18								
18-00900 07/10/18 CAMP MEDICAL SUPPLIES									
1 CAMP MEDICAL SUPPLIES	16.84	T-19-56-286-106	B SUMMER CAMP	R	07/10/18	07/24/18		CAMP SUPPLIES	N
18-00977 07/24/18 CAMP REIMBURSEMENT EXPENSES									
1 ICE FOR CAMP	17.52	T-19-56-286-106	B SUMMER CAMP	R	07/24/18	07/24/18		CAMP REIMBURSE	N
2 SUMMER CAMP SUPPLIES	22.57	T-19-56-286-106	B SUMMER CAMP	R	07/24/18	07/24/18		CAMP REIMBURSE	N

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Item Description		Amount	Charge Account	Acct Type	Description							
01643 DENT, LISA Continued												
18-00977 07/24/18 CAMP REIMBURSEMENT EXPENSES Continued												
3	COUNSELORS CARDS	25.00	T-19-56-286-106	B	SUMMER CAMP	R	07/24/18	07/24/18			CAMP REIMBURSE	N
4	GLOVES OF CAMP/GAS-GOLF CART	32.96	T-19-56-286-106	B	SUMMER CAMP	R	07/24/18	07/24/18			CAMP REIMBURSE	N
5	SUMMER CAMP SUPPLIES	41.10	T-19-56-286-106	B	SUMMER CAMP	R	07/24/18	07/24/18			CAMP REIMBURSE	N
6	ICE FOR CAMP	45.99	T-19-56-286-106	B	SUMMER CAMP	R	07/24/18	07/24/18			CAMP REIMBURSE	N
7	SUMMER CAMP SUPPLIES	49.95	T-19-56-286-106	B	SUMMER CAMP	R	07/24/18	07/24/18			CAMP REIMBURSE	N
		235.09										
Vendor Total:		945.11										
01684 HOME FIELD ADVANTAGE SPORTING												
18-00773 06/08/18 CAMP SHIRTS ORDER												
1	DIRECTOR SHIRTS	288.00	T-19-56-286-106	B	SUMMER CAMP	R	06/08/18	07/24/18			6618	N
2	DIRECTOR SHIRTS	135.00	T-19-56-286-106	B	SUMMER CAMP	R	06/08/18	07/24/18			6618	N
3	6TH/7TH CAMPER TRIP SHIRTS	302.50	T-19-56-286-106	B	SUMMER CAMP	R	06/08/18	07/24/18			6618	N
4	CAMPER OF THE WEEK SHIRTS	720.00	T-19-56-286-106	B	SUMMER CAMP	R	06/08/18	07/24/18			6618	N
5	SCREEN PRINT	30.00	T-19-56-286-106	B	SUMMER CAMP	R	06/08/18	07/24/18			6618	N
		1,475.50										
Vendor Total:		1,475.50										
01689 DILAURI, RUSSELL												
18-00883 07/03/18 DILAURI CLOTHING ALLOW REIMB												
1	DILAURI CLOTHING ALLOW REIMB	290.70	8-01-25-745-269	B	DILAURI RUSSELL - CLOTHING	R	07/03/18	07/24/18			REIM CLOTHING	N
Vendor Total:		290.70										
01701 NEW PRINCE CONCRETE												
17-00834 07/19/17 ENTERSECTION IMPROVEMENT PROJ. B												
16	INTERSECTIONS IMPROVEMENTS	26,034.78	7-01-43-327-029	B	OTHER CONTRACTUAL - CHESTNUT	R	09/12/17	07/26/18			PAYMENT #10	N
Vendor Total:		26,034.78										



Borough of Montvale  
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Vendor # Name	PO # PO Date Description	Contract Amount Charge Account	PO Type Acct Type Description	Stat/chk	First Rcvd Enc Date Date	chk/Void Date Invoice	1099 Excl
01744 AMEC ELECTRIC, LLC	18-00658 05/15/18 ATHLETIC FIELD LAMP REPLACE						
	1 ATHLETIC FIELD LAMP REPLACE	6,175.00 T-14-56-286-001	B RESERVE FOR OPEN SPACE TRUST	R	05/15/18 07/24/18	12654	N
	Vendor Total:	6,175.00					
01748 WERBA, JOSEPH	18-00871 07/03/18 CLOTHING REIMB WERBA						
	1 CLOTHING REIMB WERBA	94.62 8-01-25-745-255	B WERBA, J. - CLOTHING	R	07/03/18 07/24/18	REIM CLOTHING	N
	Vendor Total:	94.62					
01760 UNITED PARCEL SERVICE	18-00744 06/05/18 UPS CHARGES F047X6218						
	1 UPS CHARGES F047X6218/PB	26.04 8-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	06/05/18 07/24/18	F047X6218	N
	18-00745 06/05/18 UPS CHARGES F047X6208						
	1 UPS CHARGES F047X6208/PB	18.48 8-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	06/05/18 07/24/18	F047X6208	N
	2 UPS CHARGES F047X6208/ADMIN	5.25 8-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	06/05/18 07/24/18	F047X6208	N
		23.73					
	18-00810 06/18/18 UPS CHARGES F047X6238						
	1 UPS CHARGES F047X6238/PB	15.12 8-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	06/18/18 07/24/18	F047X6238	N
	2 UPS CHARGES F047X6238/ADM	3.79 8-01-20-701-022	B POSTAGE & EXPRESS CHARGES	R	06/18/18 07/24/18	F047X6238	N
	3 UPS CHARGES F047X6238/BOH	3.78 8-01-27-785-022	B POSTAGE & EXPRESS CHARGES	R	06/18/18 07/24/18	F047X6238	N
		22.69					
	18-00849 06/28/18 UPS CHARGES F047X6248						
	1 UPS CHARGES F047X6248/PB	37.20 8-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	06/28/18 07/24/18	F047X6248	N
	2 UPS CHARGES F047X6248/ADMIN	16.16 8-01-20-701-022	B POSTAGE & EXPRESS CHARGES	R	06/28/18 07/24/18	F047X6248	N
		53.36					
	Vendor Total:	125.82					



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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
01819 CALDERONE ENTERPRISES LLC	18-00848	06/28/18	ESCROW REFUND O/S DETAIL DEP.											
	1		ESCROW REFUND O/S DETAIL DEP.	600.00	P-10-56-286-148		B CALDERONE ENTERPRISES	R	06/28/18	07/24/18			ESCROW REFUND	N
Vendor Total:				600.00										
01820 TIME BASE CORPORATION	18-00858	06/29/18	AUDIO/VISUAL EQUIPMENT -RACKS											
	1		AUDIO/VIDEO EQUIPMENT RACKS	200.00	C-04-55-413-C00		B IMPROVEMENT TO BUILDINGS AND GROUNDS	R	06/29/18	07/24/18			015467	N
Vendor Total:				200.00										
02056 LERCH, VINCI & HIGGINS, LLP	18-00812	06/18/18	PREPARATION STATUTORY AUDIT											
	1		PREPARATION STATUTORY AUDIT	5,200.00	7-01-20-706-029		B OTHER CONTRACTUAL ITEMS	R	06/18/18	07/24/18			31623	N
Vendor Total:				5,200.00										
02141 REGAN, ROBERT T., ESQ.	18-00965	07/19/18	COAH											
	1		COAH	52.50	T-03-56-286-006		B TRUST - RESERVE FOR HOUSING	R	07/19/18	07/24/18			14913	N
Vendor Total:				52.50										
02408 MCDOWELL, DOUGLAS	18-00875	07/03/18	REIMB A/C CHIEFS CONVENTION											
	1		REIMB A/C CHIEFS CONVENTION	155.21	8-01-25-745-042		B EDUCATION/TRAINING/SEMINARS	R	07/03/18	07/24/18			REIM CONVENTION	N
	18-00928	07/13/18	REIMB MCDOWELL VEST											
	1		REIMB MCDOWELL VEST	700.00	8-01-25-745-047		B VEST REIMBURSEMENT	R	07/13/18	07/24/18			REIM VEST	N
	2		REIMB MCDOWELL VEST	346.25	8-01-25-745-263		B MC DOWELL, DOUGLAS R - CLOTHING	R	07/13/18	07/24/18			REIM VEST	N
				1,046.25										
Vendor Total:				1,201.46										
02426 VERIZON WIRELESS	18-00906	07/10/18	642140176 VERIZON WIRELESS											
	1		642140176 VERIZON WIRELESS	440.13	8-01-31-827-076		B TELEPHONE CHARGES	R	07/10/18	07/24/18			9809944566	N

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/void Date	Invoice	1099 Excl
Item Description	Amount	Charge Account	Acct Type Description								
02426 VERIZON WIRELESS			Continued								
18-00906 07/10/18 642140176 VERIZON WIRELESS			Continued								
2 642140176 VERIZON WIRELESS	418.18	8-01-31-827-076	B TELEPHONE CHARGES	R		07/10/18	07/24/18			9809944566	N
	858.31										
Vendor Total:	858.31										
02559 INS.DESIGN ADMINISTRATORS											
18-00006 01/03/18 BOROUGH VISION PLAN			B								
8 VISION ADMIN. FEES/JULY	266.00	8-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R		04/26/18	07/24/18			407830/JULY	N
Vendor Total:	266.00										
03060 TRI-STATE TECHNICAL SERVICES											
18-00072 01/11/18 2018 COMPUTER MAINTENANCE			B								
8 2018 COMPUTER MAINTENANCE	708.33	8-01-20-701-108	B MAINTENANCE/RENTAL AGREEMENTS	R		04/26/18	07/24/18			26500	N
18-00073 01/11/18 2018 ACCESS/SPECIAL MICROSOFT			B								
8 2018 ACCESS/SPECIAL MICROSOFT	340.00	8-01-20-701-108	B MAINTENANCE/RENTAL AGREEMENTS	R		04/26/18	07/24/18			25733	N
18-00074 01/11/18 CABLE TV ADOBE SOFTW.LEASE2018			B								
8 CABLE TV ADOBE SOFTW.LEASE	21.39	8-01-20-716-061	B LEASED EQUIPMENT & SOFTWARE	R		01/11/18	07/24/18			25619	N
18-00854 06/28/18 SETUP HUT/PRINTER											
1 SETUP HUT PRINTER	240.00	8-01-25-752-059	B COMPUTER EQUIPMENT S/W & SUPPL	R		06/28/18	07/24/18			18090	N
18-00855 06/28/18 COMPUTER & FIREWALL SETUP											
1 COMPUTER & FIREWALL SETUP	320.00	8-01-20-701-059	B COMPUTER EQUIPMENT S/W & SUPPL	R		06/28/18	07/24/18			18092	N
2 COMPUTER & FIREWALL SETUP	349.00	8-01-20-701-059	B COMPUTER EQUIPMENT S/W & SUPPL	R		06/28/18	07/24/18			18092	N
	669.00										
18-00874 07/03/18 PD COMPUTER MAINTENANCE & INST											
1 PD COMPUTER MAINTENANCE & INST	520.00	8-01-25-745-060	B COMPUTER EQUIP - MAINT/REPAIR	R		07/03/18	07/24/18			18099	N
18-00948 07/17/18 WIRELESS NETWORK- SR. CENTER											
1 WIRELESS NETWORK- SR. CENTER	800.00	8-01-26-772-031	B BUILDING MAINT - COMMUNITY CENTER	R		07/17/18	07/24/18			18120	N

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl
03060 TRI-STATE TECHNICAL SERVICES Continued									
18-00949 07/17/18 WIRELESS HARDWARE SR. CENTER									
1 WIRELESS HARDWARE SR. CENTER	1,529.00	8-01-26-772-031	B BUILDING MAINT - COMMUNITY CENTER	R	07/17/18	07/24/18		18111	N
Vendor Total:	4,827.72								
03084 WESLEY SICOMAC DAIRY									
18-00221 02/06/18 2018 MILK DELIVERY									
7 MILK DELIVERY ADMINISTR.	51.30	8-01-20-701-041	B MEAL REIMBURSEMENT	R	04/26/18	07/24/18		JUNE 2018	N
Vendor Total:	51.30								
03148 COUNTY OPEN SPACE TRUST FUND									
18-00293 02/21/18 COUNTY OPEN SPACE TAXES 2018									
4 COUNTY OPEN SPACE TAXES 2018	58,564.00	8-01-55-210-000	B OPEN SPACE TAX - COUNTY	R	07/25/18	07/25/18		3RD QTR TAX 18	N
Vendor Total:	58,564.00								
03215 UNUM LIFE INSURANCE									
18-00051 01/09/18 2018 LIFE INSURANCE									
7 2018 LIFE INSURANCE JUNE	217.80	8-01-23-735-029	B OTHER CONTRACTUAL ITEMS	R	04/26/18	07/24/18		JUNE 2018	N
Vendor Total:	217.80								
03682 CRUISE, E. K.									
18-00927 07/13/18 REIMB CLOTHING ALLOWANCE CRUIS									
1 REIMB CLOTHING ALLOWANCE CRUIS	247.97	8-01-25-745-271	B CRUISE, EARL - CLOTHING	R	07/13/18	07/24/18		REIM CLOTHING	N
Vendor Total:	247.97								
03683 PIERRI, JASON									
18-00882 07/03/18 REIMB CLOTHING ALLOW PIERRI									
1 REIMB CLOTHING ALLOW PIERRI	189.98	8-01-25-745-256	B PIERRI, JASON - CLOTHING	R	07/03/18	07/24/18		REIM CLOTHING	N
Vendor Total:	189.98								

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description	Enc	Date	Date	Date	Invoice	Excl	
03727 STAPLES INC										
18-00577 04/30/18 office supplies										
1 rubber bands	13.09	8-01-21-720-036	B OFFICE SUPPLIES	R	04/30/18	07/24/18		3377194590+	N	
2 binder clips	4.75	8-01-21-720-036	B OFFICE SUPPLIES	R	04/30/18	07/24/18		3377194590+	N	
3 file folders	13.64	8-01-20-701-036	B OFFICE SUPPLIES	R	04/30/18	07/24/18		3377194590+	N	
4 petty cash receipts	6.46	8-01-20-701-036	B OFFICE SUPPLIES	R	04/30/18	07/24/18		3377194590+	N	
5 kitchen supplies	21.64	8-01-20-701-036	B OFFICE SUPPLIES	R	04/30/18	07/24/18		3377194590+	N	
6 cash drawer with alarm	219.99	8-01-20-701-036	B OFFICE SUPPLIES	R	04/30/18	07/24/18		3377194590+	N	
	279.57									
18-00685 05/17/18 Office supplies										
1 Office supplies	41.85	8-01-42-855-036	B OFFICE SUPPLIES	R	05/17/18	07/24/18		3378516299	N	
2 Office supplies	45.33	8-01-41-250-036	B OFFICE SUPPLIES	R	05/17/18	07/24/18		3378516299	N	
	87.18									
18-00708 05/24/18 office supplies										
1 clorox wipes	26.50	8-01-20-701-036	B OFFICE SUPPLIES	R	05/24/18	07/24/18		3379140251+	N	
2 sponges	7.84	8-01-20-701-036	B OFFICE SUPPLIES	R	05/24/18	07/24/18		3379140251+	N	
3 water	84.90	8-01-20-701-036	B OFFICE SUPPLIES	R	05/24/18	07/24/18		3379140251+	N	
4 water	0.00	8-01-20-701-036	B OFFICE SUPPLIES	R	05/24/18	07/24/18		WATER RETURN	N	
5 out tabs for files	57.99	8-01-20-701-036	B OFFICE SUPPLIES	R	05/24/18	07/24/18		3379140251+	N	
6 writing pads	8.64	8-01-20-701-036	B OFFICE SUPPLIES	R	05/24/18	07/24/18		3379140251+	N	
7 premium paper	60.85	8-01-20-701-036	B OFFICE SUPPLIES	R	05/24/18	07/24/18		3379140251+	N	
8 calculator	69.99	8-01-20-710-053	B OFFICE EQUIPMENT	R	05/24/18	07/24/18		3379140251+	N	
9 lamp	69.99	8-01-20-710-053	B OFFICE EQUIPMENT	R	05/24/18	07/24/18		3379140251+	N	
10 smead view clear labels pro	3.85	8-01-21-720-036	B OFFICE SUPPLIES	R	05/24/18	07/24/18		3379140251+	N	
	390.55									
18-00727 06/01/18 TONER, POST ITS, DESK ORGANIZR										
1 TONER, POST ITS, DESK ORGANIZR	439.96	8-01-20-701-036	B OFFICE SUPPLIES	R	06/01/18	07/24/18		3379977314+	N	
18-00789 06/11/18 SIGNS AND PLACARDS										
1 SIGNS AND PLACARDS	89.97	8-01-28-797-029	B OTHER CONTRACTUAL ITEMS	R	06/11/18	07/24/18		3381798971	N	
18-00791 06/13/18										
1 office supplies plates	83.18	8-01-20-701-036	B OFFICE SUPPLIES	R	06/13/18	07/24/18		3381253099+	N	
2 table clothes	73.78	8-01-20-701-036	B OFFICE SUPPLIES	R	06/13/18	07/24/18		3381253099+	N	

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description	Enc Date	Date	Date	Invoice	Exc		
03727 STAPLES INC	Continued									
18-00791 06/13/18		Continued								
3 hanging file folders	291.90	8-01-20-710-036	B OFFICE SUPPLIES	R	06/13/18	07/24/18	3381253099+	N		
	448.86									
18-00896 07/06/18 PRINTER & OFFICE SUPPLIES										
1 PRINTER & OFFICE SUPPLIES	371.97	8-01-25-745-036	B OFFICE SUPPLIES	R	07/06/18	07/24/18	3383210808	N		
18-00897 07/09/18 office supplies										
1 water	89.90	8-01-20-701-036	B OFFICE SUPPLIES	R	07/09/18	07/24/18	3383902249+	N		
2 manilla file folders	3.76	8-01-20-701-036	B OFFICE SUPPLIES	R	07/09/18	07/24/18	3383902249+	N		
3 legal exandable file folders	53.09	8-01-20-701-036	B OFFICE SUPPLIES	R	07/09/18	07/24/18	3383902249+	N		
4 file folders	14.49	8-01-20-701-036	B OFFICE SUPPLIES	R	07/09/18	07/24/18	3383902249+	N		
5 pens	13.74	8-01-20-701-036	B OFFICE SUPPLIES	R	07/09/18	07/24/18	3383902249+	N		
	174.98									
18-00910 07/11/18 Office Supplies										
1 Office Supplies	74.89	8-01-41-250-036	B OFFICE SUPPLIES	R	07/11/18	07/24/18	3383902253	N		
2 Office Supplies	69.12	8-01-42-855-036	B OFFICE SUPPLIES	R	07/11/18	07/24/18	3383902253	N		
	144.01									
Vendor Total:	2,427.05									
03743 S&S WORLDWIDE INC										
18-00843 06/26/18 CAMP SUPPLIES										
1 CAMP SUPPLIES	79.09	T-19-56-286-106	B SUMMER CAMP	R	06/26/18	07/24/18	10330974	N		
Vendor Total:	79.09									
03797 HUTTER, LORRAINE										
18-00920 07/13/18 retirement Boman										
1 Retirement Boman	117.99	8-01-20-701-041	B MEAL REIMBURSEMENT	R	07/13/18	07/24/18	EXP. REIMBURSE	N		
Vendor Total:	117.99									

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Bill List By Vendor Id

Vendor #	Name
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Vendor Total: 320.42

03879 HILLS VALLEY COALITION

18-00757 06/06/18 REIMBURSEMENT GRANT/MATCH									
1	HVC NEWSLETTER GRAPHICS	621.25	8-01-25-745-104	B COMMUNITY SERVICES PROGRAM	R	06/06/18 07/24/18	0000003	N	
2	NEWSLETTER / LAWN SIGNS PRINT	1,279.00	8-01-25-745-104	B COMMUNITY SERVICES PROGRAM	R	06/06/18 07/24/18	0000003	N	
3	WEB BASED COMMUNICATION HVC	928.00	8-01-25-745-104	B COMMUNITY SERVICES PROGRAM	R	06/06/18 07/24/18	0000003	N	
		2,828.25							

Vendor Total: 2,828.25

Total Purchase Orders: 117 Total P.O. Line Items: 239 Total List Amount: 2,553,347.39 Total Void Amount: 0.00



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Totals by Year-Fund Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND 2017 BUDGET	7-01	31,450.23	0.00	31,450.23	0.00	0.00	31,450.23
CURRENT FUND 2018 BUDGET	8-01	2,208,366.63	0.00	2,208,366.63	0.00	0.00	2,208,366.63
CAPITAL FUND	C-04	145,280.85	0.00	145,280.85	0.00	0.00	145,280.85
BOA ESCROW ACCOUNTS	E-08	136,868.42	0.00	136,868.42	0.00	0.00	136,868.42
POLICE OUTSIDE DETAIL	P-10	600.00	0.00	600.00	0.00	0.00	600.00
OTHER TRUST ACCOUNT	T-03	4,627.50	0.00	4,627.50	0.00	0.00	4,627.50
DOG TRUST ACCOUNT	T-12	8.40	0.00	8.40	0.00	0.00	8.40
OPEN SPACE TRUST ACCT	T-14	21,225.00	0.00	21,225.00	0.00	0.00	21,225.00
RECREATION TRUST FUND	T-19	4,920.36	0.00	4,920.36	0.00	0.00	4,920.36
Year Total:		30,781.26	0.00	30,781.26	0.00	0.00	30,781.26
Total Of All Funds:		2,553,347.39	0.00	2,553,347.39	0.00	0.00	2,553,347.39

## Maureen Iarossi

---

**From:** Fran Burke <fburke@lime-energy.com>  
**Sent:** Tuesday, July 17, 2018 2:25 PM  
**To:** Maureen Iarossi; Chris Dour; 'Andrew Hipolit' (AHipolit@maserconsulting.com)  
**Cc:** Angela McCain  
**Subject:** NJ Direct Install Proposal  
**Attachments:** LM125531 - Boro of Montvale.zip

Good afternoon,

I hope you are all well. Please see the attached zip folder containing all the paperwork needed for the Direct Install Program. We are proposing changing all lighting to LED with the exceptions of a few areas that have 3 ft. fixtures or have already been converted. For the HVAC, we have proposed your 22 year old 6-ton electric only package unit and the 10 year old boiler. The rest of the HVAC equipment was either upgraded through NJDI in 2011 and not eligible for qualification again or is too big a system for the program. Please let me know if you have any questions.

Thank you,  
Fran

Fran Burke  
Sales Manager

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## **Maureen Iarossi**

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**From:** Jeff Fette  
**Sent:** Wednesday, June 27, 2018 11:06 AM  
**To:** Maureen Iarossi  
**Subject:** PMV Protocol

Maureen,

As per your request, the following is the protocol used when determining responsibility and compliance with a Property Maintenance Violation (PMV).

Complaints come into my office from various sources such as neighbors, council members, phone calls to the administration, planning board members, phone calls to my office, and mostly by my own visual inspections. ALL complaints are visited by myself to see if, in fact, there is a violation and what is the extent of the violation. Some complaints are anonymous so I do not have a person to respond back to and this may lead to some people thinking their complaint was ignored. It was not.

Once a complaint has been determined to violate any portion of the ordinance, I research the property owner(s) and send out our standard PMV form. It spells out the nature of the violation and what needs to be done to abate the violation as provided by section 86-10 (D)(2) of the Montvale Code.

The property owner is given not more than 30 days to correct the violation as per the ordinance. Our PMV form allows 14 days to correct. After 14 days, a follow up inspection is done automatically unless the property owner has contacted me requesting more time to comply. I generally always grant a reasonable extension.

If the follow up inspection reveals compliance, the file is noted and closed. If the property owner requests more time, I note the file and reschedule a follow up based upon the property owner's request. If a follow up inspection reveals no compliance and there has been no response from the property owner, I will re-send the initial PMV notice stamped "FINAL NOTICE" and give an additional 10 days to comply. If there is still no compliance, a summons is issued. If after a summons is issued and there is compliance before the court hearing, the summons can be dismissed at my discretion.

In the event there is a habitual violator, a summons is issued without the step of a PMV being sent. This is done on a case by case basis at my discretion. There are NO courtesy phone calls or knocking on doors as this does not provide me a paper trail which is critical when, and if, the matter reaches the court. I have to show the prosecutor and the judge that sufficient notice and time was given to gain compliance.

This is the process that has been used since I have taken over this position. I have issued over 1800 PMV's with only a small number (5-10) which I am aware of that have had some type of complaint with the process. Keep in mind, every PM complaint requires a decision on my part as to imminent safety issue, existence of a violation, history of the property and owner, person making the complaint, and degree of non-compliance just to name a few. These guidelines are basic but have been consistently followed.

**Jeffrey Fette**  
**Construction Official**  
**Zoning Officer**  
**Property Maintenance Officer**  
**Facilities / Field Manager**

*Borough of Montvale*

Borough of Montvale, NJ  
Wednesday, July 18, 2018

## Chapter 86. Property Maintenance

[HISTORY:<sup>[1]</sup> Adopted by the Borough of Montvale Council as indicated in article histories.  
Amendments noted where applicable.]

### GENERAL REFERENCES

Abandoned vehicles — See Ch. 2.

Building construction — See Ch. 20.

Uniform construction codes — See Ch. 23.

Garbage and rubbish — See Ch. 46.

Litter — See Ch. 58.

Public health nuisances — See Ch. 69.

Storage and collection of refuse — See Ch. 91.

Sanitation and plumbing — See Ch. 95.

Streets and sidewalks — See Ch. 109.

Zoning — See Ch. 128.

[1] *Editor's Note: Former Part 1, Buildings Other Than Single-Family Residential, adopted 4-14-1970 by Ord. No. 572, as amended, was repealed 5-27-1997 by Ord. No. 97-1060.*

## Article I. General Provisions

[Adopted 6-12-1985 by Ord. No. 85-802]

[1] *Editor's Note: This article, previously included in this chapter as Part 2, Standards, Art. XVII, §§ 86-43 through 86-59, was renumbered as Art. I, §§ 86-1 through 86-17, respectively, at the direction of the Borough.*

### § 86-1. Title.

This ordinance shall be known as the "Property Maintenance Code of the Borough of Montvale" and may be referred to in this ordinance in the short form as "this code."

### § 86-2. Findings.

It is hereby found and declared that there exist in the Borough of Montvale buildings and premises used for residential and nonresidential purposes which are or may become substandard with respect to structural integrity, equipment or maintenance, and further that such conditions, including but not limited to structural deterioration, lack of exterior maintenance, infestation, lack of minimal essential heating, plumbing, storage or refrigeration equipment, lack of maintenance or upkeep of essential utilities and facilities, existence of fire hazards, inadequate provisions for light and air, unsanitary conditions and overcrowding constitute a hazard and endangerment to the health, safety, welfare and reasonable comfort of the citizens and inhabitants of the Borough of Montvale.

### § 86-3. Purpose; intent.

The purpose of this code is to protect the public health, safety and welfare by establishing minimum standards governing the maintenance, condition and occupancy of premises situated in the borough, used or intended to be used or designed to be used, in whole or in part, for residential and nonresidential purposes; to establish standards governing utilities, facilities and other physical components and conditions essential to make such premises fit for human habitation, occupancy and use; to fix certain responsibilities and duties upon owners and operators and distinct and separate responsibilities upon occupants; to prevent blighting conditions; to authorize and establish procedures for the inspection of such premises; to correct violations or to fix penalties for the violations of this code; and to provide for the right of access across adjoining premises to permit repairs. This code is hereby declared to be remedial and essential for the public interest, and it is intended that this code be liberally construed to effectuate the purposes as stated herein.

### § 86-4. Applicability.

- A. Buildings affected by this code. Every building and the premises on which it is situated in the borough used or intended to be used or designed to be used, in whole or in part, for residential and nonresidential purposes, as limited herein, shall comply with the provisions of this code, whether or not any such building shall have been constructed, altered or repaired before or after the enactment of this code and irrespective of any permits or licenses which shall have been issued for the construction, alteration or repair of any such building or for the installation or repair of equipment or facilities therein or thereon prior to the effective date of this code. This code establishes standards for the maintenance of all such buildings and premises and does not replace, modify or lessen standards otherwise established for the construction, repair, alteration or use of such buildings and premises. equipment or facilities contained therein or thereon, except as provided in § 86-4B hereof.
- B. Higher standards to prevail in case of conflict with other ordinances or laws. In any case where the provisions of this code impose a higher standard than that set forth in any other ordinance of the borough or law of the State of New Jersey applicable thereto, then the standards as set forth herein shall prevail; but if the provisions of this code impose a lesser standard than such other ordinance of the borough or law of the State of New Jersey, then the higher standard contained in such other ordinance or law shall prevail.
- C. Issuance and renewal of other permits and licenses. After the date of enactment hereof, all licenses, permits and certificates of occupancy relating to such buildings and premises which may be issued or renewed pursuant to any other ordinance of the borough may be issued or renewed only upon compliance with this code as well as compliance with the ordinance under which such licenses and permits may be granted or renewed.
- D. Enforcement and compliance with other ordinances. Compliance with this code shall not constitute a defense against the violation of any provision of any other ordinance of the borough or law of New Jersey applicable to any building or premises.

### § 86-5. Responsibilities of owners, operators and occupants.

- A. Owners and operators. Owners and operators shall have all the duties and responsibilities as prescribed in this code and the regulations promulgated pursuant thereto, unless specifically set forth to the contrary, and no owner or operator shall be relieved from any such duty and

responsibility nor be entitled to defend against any charge or violation thereof by reason of the fact that the occupant is also responsible therefor and in violation thereof.

- B. Occupants. Occupants shall have all the duties and responsibilities as prescribed in this code and all the regulations promulgated in connection therewith to the extent that said occupant has control over the premises or in the further event that the occupant has caused the condition violative of the provisions of this code.
- C. Contract not to alter responsibilities. Unless expressly provided to the contrary in this code, the respective obligations and responsibilities of the owner and operator on one hand, and the occupant on the other, shall not be altered or affected by any agreement or contract by and between any of the aforesaid or between them and their parties.

## § 86-6. Definitions and word usage.

[Amended 5-27-1997 by Ord. No. 97-1060]

- A. As used in this ordinance, the following terms shall have the meanings indicated:

### **ABANDONED MOTOR VEHICLE**

A motor vehicle exposed to public view which does not have a valid registration and license plate and has no inspection sticker or an inspection sticker which has elapsed for more than 60 days or has been inoperative for more than 60 days because of the lack of essential components such as engine parts or wheels.

### **BATHROOM**

Any enclosed space which contains one or more of the following, i.e., bathtub, shower, water closet, lavatory, water closet compartment, washbowl, sink or fixtures serving similar purposes.

### **BLIGHT**

That which causes or is likely to cause disease or injury or, in terms of the neighborhood, frustrates its healthy growth and sustenance and that which tends to impair, wither, destroy or cause deterioration in the neighborhood adversely affecting the general welfare of its inhabitants.

### **BOROUGH**

The Borough of Montvale, County of Bergen, State of New Jersey.

### **BUILDING**

A combination of materials intended to form a safe and stable structure for human habitation or otherwise and includes any accessory buildings and appurtenances belonging thereto or usually enjoyed therewith.

### **DETERIORATION**

The condition of a building, or part thereof, characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or other evidence of physical decay, lacking structural maintenance, whether interior or exterior.

### **DWELLING UNIT**

Any room or group of rooms forming a single habitable unit which includes or is intended to include living, sleeping, bathing, toilet and cooking facilities.

### **EXPOSED TO PUBLIC VIEW**

Any building or premises, or part thereof, which may be lawfully viewed by the public, or any member thereof, from a sidewalk, street, alleyway or parking lot or from any adjoining or neighboring premises.

#### **EXTERIOR OF PREMISES**

Those portions of a building which are exposed to public view or the elements and the open space of any premises not occupied by any building.

#### **EXTERMINATION**

The control and elimination of insects, rodents and vermin by eliminating their harborage places or by removing or making inaccessible material that may serve as their food or by poisoning, spraying, fumigating, trapping or any other approved means of pest elimination.

#### **GARBAGE**

Animal, vegetable and other organic waste resulting from handling, preparing, cooking and consumption of food or other products (see also "refuse" and "rubbish").

#### **HABITABLE ROOM**

A room occupied by one or more persons for living, eating or sleeping, but not including bathrooms, laundries, serving and storage pantries, corridors, foyers, vestibules, cellars, boiler and utility rooms or spaces that are not used frequently or for an extended period of time, or areas that have less than 50 square feet of floor area.

#### **INFESTATION**

The presence, on or within a premises, of any insects, rodents or other pests.

#### **MIXED OCCUPANCY**

Any building containing two or more dwelling units and also having a portion thereof devoted to nonresidential uses. The applicable provisions for residential and nonresidential buildings shall control.

#### **NONRESIDENTIAL**

The use of the word refers only to the nondwelling use of a mixed occupancy building.

#### **NUISANCE**

- (1) Any public nuisance known at common law or in law or equity jurisprudence, or as provided by the statutes of the State of New Jersey or the ordinances of the borough.
- (2) Physical conditions dangerous to human life or detrimental to health of persons, including but not limited to any inadequately protected well, shaft, basement, excavation, abandoned motor vehicle, icebox and refrigerator, structurally unsound fence, wall or building, lumber, trash, debris or vegetation, such as but not limited to poison ivy, oak or sumac, or detrimental to the safety or health of persons.
- (3) Physical conditions dangerous to human life or detrimental to the health of persons on or near the premises where the conditions exist.
- (4) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings.
- (5) Fire hazards.

#### **OCCUPANCY UNIT**

Any apartment, multifamily or any room or group of rooms or part thereof forming a single usable unit (used or intended to be used or designed to be used for nonresidential

purposes) and located within a building used or intended to be used or designed to be used, in whole or in part, for commercial business, industrial or any other nonresidential occupancy.

#### **OCCUPANT**

Any person or persons, including the owner, having actual possession of and using the entire building or any part thereof.

#### **OPERATOR**

Any person who has charge, care or control of a premises or part thereof, whether with or without the knowledge and consent of the owner.

#### **OWNER**

Any person who, alone or jointly or severally with others, shall have legal or equitable title to any premises, with or without accompanying actual possession thereof, or shall have charge, care or control of any dwelling unit as owner or agent of the owner or as executor, administrator, trustee, receiver or guardian of an estate or as a mortgagee in possession, regardless of how such possession was obtained. Any person who is a lessee, a sublessee or assignee of all or any part of the building shall be deemed to be a co-owner with the lessor and shall have joint responsibility over the portion of the premises sublet or assigned by such lessee.

#### **PARTIES IN INTEREST**

All individuals, associations and corporations who have interests of record in a building and any who are in actual possession thereof.

#### **PERSON**

Same meaning as defined in N.J.S.A. 1:1-2.

#### **PREMISES**

A lot, plot or parcel of land and any buildings located thereon, including but not limited to sidewalks, yards and parking areas.

#### **PUBLIC OFFICER**

The person or persons who are authorized by this ordinance to exercise powers prescribed by this code.

#### **REFUSE**

All putrescible and nonputrescible solid wastes (except body wastes), including but not limited to brush, weeds, broken glass, debris of any description, garbage, rubbish, ashes, street cleaning, dead animals, abandoned motor vehicles and solid market and industrial wastes.

#### **RUBBISH**

Includes all combustible and noncombustible waste material excluding garbage but including liquid commercial and industrial wastes.

#### **STRUCTURE**

An assembly of materials forming a construction, including but not limited to buildings, stadiums, gospel and circus tents, reviewing stands, platforms, stagings, observation towers, radio towers, water tanks, trestles, open sheds, bins, shelters, fences and display racks and signs.

#### **WATER CLOSET COMPARTMENT**

An enclosure containing a single water closet.



**WEATHERING**

Deterioration, decay or damage caused by exposure to the elements.

**WINDOW**

An opening in the wall or roof of a building for the admission of light, which opening may be closed to the elements by casements or sashes containing glass or other transparent.

**WINDOW DISPLAY AREA**

That area of a building in proximity to the inner surface of a window which is designed or used for the viewing of the interior and the display of items representative of any goods or services pertaining to the business therein.

- B. Meaning of certain words. Whenever, in describing or referring to any person, party, matter or thing, any word importing the singular number or masculine gender is used, the same shall be understood to include and to apply to several persons or parties as well as to one person and to females as well as males and to bodies corporate as well as individuals and to several matters and things as well as one matter or thing. The word "shall" shall be applied retroactively as well as prospectively.

## **§ 86-7. Maintenance of exterior of premises.**

- A. Applicability. All of the provisions contained in § 86-7 shall be applicable to both residential and nonresidential premises.
- B. Nuisances and hazards. The exterior of any premises shall be kept free of refuse, nuisances and any hazards to the safety of occupants, pedestrians, invitees and other persons utilizing the premises, and free of unsanitary conditions. It shall be the duty of the owner or operator to keep the premises free of, or to remove, abate and correct the premises against, such conditions, which include but are not limited to the following:
- (1) Plantings and certain structures. In the form of walls, berms, shrubs, bushes, trees or other vegetation, except those placed, or approved for placement, therein by the governmental authority having jurisdiction thereof, the placement of any plant material or the sufferance thereof, or other vegetation in excess of a height of three feet, by any owner, occupant or operator within 50 feet of a point formed by the intersection of two public rights-of-way. In addition, the limbs and foliage of any tree shall not be permitted to fall nearer to the ground than six feet where such limbs or foliage overhang or are over or upon land within the aforementioned distance from an intersection.
  - (2) Unsafe exterior porches, landings, balconies, stairs and fire escapes. In all buildings other than one-family dwellings, exterior porches, landings, balconies, stairs and fire escapes shall be provided with banisters or railings properly designed and kept structurally sound and in good report.
  - (3) Overhangings. Loose, overhanging and projecting objects which, by reason of location above ground level, constitute dangers to persons in the vicinity thereof.
  - (4) Dangerous unsanitary conditions. Holes, excavations, breaks, projections, icy conditions, uncleared snow, obstructions and excretion of pets or other animals on paths, sidewalks, walks, driveways, parking lots and parking areas and other parts of the exterior of the premises which are accessible to and used by persons having access to such premises.
  - (5) Recurring accumulation of stormwater. Adequate runoff drains shall be provided and maintained in accordance with applicable borough ordinances to eliminate recurrent accumulations of stormwater, so as to prevent infestation.

- (6) Sources of infestation.
- (7) Defective walls. Foundation walls and retaining walls shall be kept structurally sound, free from defects and damage and capable of sustaining imposed loads safely.
- (8) Sidewalks, driveways, etc. All sidewalks, driveways, walkways and entrance stairways shall be maintained in a safe condition, such as will not constitute a hazard to persons using the premises. Such shall include an obligation to keep such areas free from the encroachment of plantings, as well as overhanging vegetation and branches, to a height of eight feet in the case of sidewalks, walkways and entranceways and 11 feet along driveways and other areas.
- (9) Waterways, brooks, etc. Property adjoining waterways, brooks, channels, canals, drainage ditches and swales, through which the same shall flow, shall be maintained in such a manner so as to prevent material located on the property, whether in the form of personalty or dead or diseased vegetation, including that which may be attached to living plants and trees as well as leaves, grass clippings or other debris, from entering the waterways, thus impeding or tending to impede the free flow of water, either intrinsically or in conjunction with other material located within the flow way.
- (10) Refuse. Brush, weeds, broken glass, stumps, roots, obnoxious growths, filth, garbage, trash, rubbish, refuse and debris of any description and as further defined under "refuse."<sup>[1]</sup>  
 [Added 5-27-1997 by Ord. No. 97-1060]  
 [1] Editor's Note: See § 86-6, Definitions and word usage.
- (11) Natural growth. Dead and dying trees and other natural growth which, by reason of rotting or deteriorating conditions or storm damage, are or may be dangerous to persons in the vicinity thereof. Trees shall be kept pruned and trimmed to prevent such conditions.  
 [Added 5-27-1997 by Ord. No. 97-1060]
- (12) Foundation walls. Foundation walls shall be kept structurally sound, free from defects and damage and capable of bearing imposed loads safely.  
 [Added 5-27-1997 by Ord. No. 97-1060]
- (13) Chimneys and flue and vent attachments thereto. Chimneys and flue and vent attachments shall be maintained structurally sound, free from defects and so maintained as to capably perform at all times the functions for which they were designed and constructed. Chimneys, flues, gas vents and other draft-producing equipment shall provide sufficient draft to develop the rated output of the connected equipment, shall be structurally safe, durable, smoketight and capable of withstanding the action of flue gases.  
 [Added 5-27-1997 by Ord. No. 97-1060]
- (14) Debris in streets and gutters. Dirt, stones and debris shall be prevented from accumulating in streets and gutters and should be removed by the abutting property owner.  
 [Added 5-27-1997 by Ord. No. 97-1060]
- C. Repair and maintenance. The exterior of the premises, the exterior of dwelling structures and the condition of accessory structures shall be maintained in the manner so as to prevent a blighting effect on the surrounding neighborhood. For the purpose of this ordinance, "blight" shall be defined in the manner as set forth herein and otherwise according to law.
- D. Site plan. Whenever premises have been developed after application to a board of the borough wherein a site plan application has been approved, the owner shall be responsible for the continuing maintenance of the premises, including but not limited to landscaping and grading as per the approved site plan.
- E.

Removal of refuse. If the owner or operator of any lands or buildings in the borough shall fail or neglect to remove refuse within 10 days after notice to remove same, in the manner and within the time provided, the public officer may, in addition to such other remedies provided herein, cause same to be removed by the borough. In such cases, the public officer shall certify the cost thereof to the Mayor and Council, which shall examine the certificate and, if found correct and reasonable, shall by resolution approve the cost as shown thereon to be charged against said lands. The amount so charged shall become a lien upon such lands and shall be added to and become and form part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes, and shall be collected and enforced in the same manner as are taxes.

- F. Except for premises upon which the business of an automobile dealership is actively being operated in accordance with all applicable municipal ordinances and regulations, no person shall in any manner expose for sale any automobile or vehicle on any premises unless the automobile or vehicle has been duly registered at the address of the premises for a period of at least 60 days prior to its being so exposed for sale.  
[Added 2-11-1997 by Ord. No. 97-1049]
- G. Landscaping. Where exposed to public view, the landscaping of premises shall be maintained in an orderly state with lawns and bushes trimmed and free from becoming overgrown, littered and unsightly where such would constitute a blighting effect, depreciating adjoining and nearby property. Open areas shall be graded evenly to eliminate holes, depressions, gullies, mounds, accumulations of debris or other unsightly or unsafe conditions.  
[Added 5-27-1997 by Ord. No. 97-1060]
- H. Repair and painting of exteriors of buildings. All storefronts and the exteriors of all buildings shall be kept in good repair, painted where required or otherwise provided with protective treatment sufficient to prevent deterioration, and shall not hereby constitute a safety hazard or nuisance. In the event that repairs to a storefront become necessary, such repairs shall be made in harmony with the original design, with the same materials or materials of appearance similar to those used in the construction of the storefront, in such a manner as to permanently repair the damaged area or areas.  
[Added 5-27-1997 by Ord. No. 97-1060]
- I. Signs or advertisements. It is understood that the provisions of the Montvale Sign Ordinance shall control.  
[Added 5-27-1997 by Ord. No. 97-1060]
- J. Awnings and marquees. Any awning or marquee and its accompanying structural members which extend over any street, sidewalk or other portion of the premises shall be maintained in good repair and shall be so maintained as to not constitute a nuisance or a safety hazard. In the event that any such awning or marquee is not properly maintained in accordance with the foregoing, it shall, together with its supporting members, be removed forthwith. In the event that any such awning or marquee is made of cloth, plastic or of similar materials, said materials, where exposed to public view, shall be maintained in good conditions and shall show evidence of excessive weathering, discoloration, ripping, tearing or other deterioration. Nothing herein shall be construed to authorize any encroachment of an awning, marquee or its accompanying structural members on street, sidewalks or other parts of the public domain.  
[Added 5-27-1997 by Ord. No. 97-1060]
- K. Scaffolding. No temporary painting scaffold or other temporary equipment used for construction, repair or maintenance shall be permitted to remain in place beyond a period of six months after erection or placement thereof, without permission of the public officer.  
[Added 5-27-1997 by Ord. No. 97-1060]

- L. No person shall park any automobile or vehicle on any premises utilized for residential purposes other than on driveways servicing said premises.  
[Added 5-27-1997 by Ord. No. 97-1060]
- M. No commercial vehicle shall be parked in any residential district between sundown and sunup unless the same is placed in an enclosed garage or otherwise actively engaged in use.  
[Added 5-27-1997 by Ord. No. 97-1060]

## § 86-8. General sanitation and safety.

All residential and nonresidential buildings and premises and all parts of all premises shall be kept free of nuisances or other conditions which may constitute health, safety or fire hazards. The owner, operator or occupant of every building and its premises shall, along with other responsibilities necessary to attain these objectives:

- A. Maintain all parts of premises to prevent infestation.
- B. Not store on the premises flammable, combustible or explosive materials unless they are of a type approved for storage by municipal regulations and then only in such quantities and in such fireproof storage containers as may be prescribed by the Uniform Fire Code adopted February 18, 1985, as the same may be amended and supplemented.
- C. Provide at least one twenty-gallon watertight receptacle with a tight-fitting cover or equivalent in total gallonage for each dwelling unit for the temporary storage of garbage. These containers shall be placed or kept on the property not nearer to the street than the building line, accessible for private or municipal collection. Privately collected garbage shall be collected at least twice a week.
- D. Place rubbish and receptacles containing same in areas designated by the public officer or Department of Public Works<sup>[1]</sup> for collections. Rubbish shall not be placed in such designated areas earlier than 5:00 p.m. of the day prior to scheduled collections, and the empty receptacles shall be removed to areas not exposed to public view within 12 hours after the collection. Under unusual circumstances, such as the need to move heavy items when the required personnel are available, certain items may be placed in the designated area earlier than the time prescribed above. The frequency and duration of such exceptions shall be kept to a minimum, and repeated abuse of this exception will be considered a violation.  
[1] *Editor's Note: The Department of Public Works was dissolved pursuant to Ord. No. 2014-1383, adopted 1-28-2014.*
- E. In buildings containing not more than four occupancy units, it shall be the responsibility of each of the occupants and, in buildings containing more than four occupancy units, it shall be the responsibility of the owner and operator to furnish such receptacles as are needed for the proper storage of garbage and rubbish from the premises in accordance with the regulations and ordinances of the Borough of Montvale.  
[Added 5-27-1997 by Ord. No. 97-1060]
- F. Floors shall be maintained in a structurally sound condition, capable of safely bearing imposed loads, and shall be maintained at all times in a condition so as to be free of hazards.  
[Added 5-27-1997 by Ord. No. 97-1060]
- G. Supporting structural members shall be kept structurally sound, free from deterioration and capable of safely bearing imposed loads.  
[Added 5-27-1997 by Ord. No. 97-1060]
- H.

Bathroom and water closet compartment floors shall be surfaced with water-resistant material and shall be kept in a dry, clean and sanitary condition at all times.

[Added 5-27-1997 by Ord. No. 97-1060]

- I. Every building shall be provided with electric service, where required, in accordance with the standards of the National Electrical Code, as amended from time to time.  
[Added 5-27-1997 by Ord. No. 97-1060]
- J. Every bathroom and water closet compartment shall be provided with permanently installed and operating artificial lighting fixtures with switches and wall plates so located and maintained that there is no danger of electrical shock from a simultaneous contact with a water supply fixture.  
[Added 5-27-1997 by Ord. No. 97-1060]
- K. Maximum fuse sizes, as specified by the National Electrical Code, as amended from time to time, shall be posted conspicuously on the inside cover of all fuse boxes, and no fuse shall be installed therein in excess of the stated maximums. Owners and operators shall not be held responsible for violations of fuse sizes, where the correct maximum size is stated and the fuse box is located within any part of the building which is the exclusive possession of an occupant or occupants other than the owner.  
[Added 5-27-1997 by Ord. No. 97-1060]

## § 86-9. Standards and regulations for mixed-occupancy buildings and premises.

In addition to the standards and regulations set forth in this ordinance, which standards and regulations are incorporated by reference in this section as if set forth at length herein, the following additional standards and regulations shall apply to mixed-occupancy buildings and premises:

- A. Storage of commercial and industrial material. There shall not be stored or used at a location exposed to public view equipment and materials relating to commercial or business uses.
- B. Standards of maintenance. The exterior of mixed-occupancy buildings and premises shall be maintained so that the appearance thereof shall not constitute a blighting effect upon neighboring properties nor an element leading to a progressive deterioration and downgrading of neighboring properties.
- C. Signs and billboards. All permanent signs and billboards exposed to public view permitted by borough ordinance and regulated by the Sign Ordinance<sup>[1]</sup> or other regulations shall be maintained in good repair. Any sign or billboard which has weathered excessively or faded or the paint on which has excessively peeled or cracked shall, with its supporting members, be removed forthwith or put into a state of good repair. All nonoperative or broken electrical signs shall be repaired or shall, with their supporting members, be removed forthwith. All campaign or garage sale signs shall be removed after the event or sale.

[1] Editor's Note: See Ch. 128, Zoning, Art. IX.

## § 86-10. Administration.

- A. Public officer. The Borough Council shall designate the public officer, who shall serve for a term of one year, to exercise the powers prescribed by this code and by the laws of the State of New Jersey. The public officer may be Building Code or Subcode Official or may be otherwise designated as the Property Maintenance Subcode Official.

[Amended 4-12-1988 by Ord. No. 88-860]

- B. Inspections. All nonresidential premises within the borough covered by this code shall be subject to inspection from time to time by the public officer to determine the condition thereof in order that he may perform his duty of safeguarding the health and safety of the persons occupying the same and of the general public. For the purpose of making such inspections, the public officer is hereby authorized to enter, with the express consent of the occupant, examine and survey at all reasonable times all such premises; provided, however, that such entries are made in such manner as to cause the least possible inconvenience to the persons in possession.
- C. Search warrant. If the public officer is denied the right of inspection, he may, upon affidavit establishing good cause, apply to the Municipal Court or such other court of competent jurisdiction for a search warrant to permit entry into the premises in question.
- D. Notice and hearing where violation discovered.
  - (1) Where a violation of this code is found to exist, or upon petition of at least five borough residents and investigation by the public officer, a written notice from the public officer shall be served on the person or persons responsible for the correction thereof.
  - (2) The notice shall specify the violation or violations committed, what must be done to correct or abate same, a reasonable period of time not to exceed 30 days to make such corrections, the right of the person served to request a hearing and that the notice shall become an order of the public officer 10 days after service unless a hearing is requested pursuant to this section. The thirty-day time limit set forth herein shall not be effective where specific time limits are set forth in other sections of this code.
  - (3) Notice may be served personally on an owner, operator or occupant or agent for the owner or operator as set forth in § 86-6 of this Code. Service may also be made by certified mail, return receipt requested, to the last known address of the person or by posting the notice in a conspicuous place upon the premises where the owner or lessor has failed to register, pursuant to § 86-6. Where the notice is directed to an occupant, service may also be made by posting same on the door or entrance to the area he occupies.
  - (4) Ten days from the date of service of a notice, the notice shall constitute a final order unless any person affected by the notice requests a hearing thereon and serves a written request within the ten-day period, in person or by mail, on the public officer. Such request for a hearing shall set forth briefly the grounds or reasons on which the request for a hearing is based and the factual matters contained in the notice of violation which are to be disputed at the hearing. The public officer, upon receipt of the request, shall, within 30 days therefrom and upon five days' notice to the party aggrieved, set the matter down for hearing.
  - (5) Hearing board.
    - (a) At any hearing required hereunder, a hearing board shall conduct and decide issues presented to it. Said hearing board shall consist of the following members, of which three members shall constitute a quorum:
      - [1] Building Inspector or his delegate.
      - [2] Chief of the Fire Prevention Bureau.
      - [3] Two citizens of the borough, who shall be appointed by the Mayor with the consent of the Council for a term of two years.
    - (b)

The hearing board shall be vested with all the powers provided by law to compel the attendance of witnesses and parties in interest by issuance and service of subpoenas, to require by subpoena the production of books, records or other documents at any such hearing which may be pertinent to matters to be determined by it and to enforce any such subpoena or secure any other for the enforcement of any such subpoena as provided by law. A determination shall be made within 10 days from the completion of the hearing. The hearing board shall issue an order either incorporating the determinations and directions contained in the notice, modifying the same or withdrawing the notice.

- (6) The public officer or the hearing board, where necessary, may extend the time for correction or abatement of the violations for an additional period of time not to exceed 30 days, except where major capital improvements or renovations are involved, in which instance, the time for completion may be extended for a period not to exceed 90 days beyond the expiration date of the original notice.
- (7) Where the violation or condition existing on the premises is of such a nature as to constitute an immediate threat to life and limb unless abated without delay, the public officer may either abate the violation or condition immediately or order the owner, operator or occupant to abate the violation or condition within a period of time not to exceed three days; and upon failure to do so, the public officer shall abate the condition immediately thereafter.
- (8) Where abatement of any nuisance, as nuisance is defined herein, correction of a defect in the premises or the maintenance of the premises in a proper condition so as to comply with the requirements of any municipal ordinances or state law applicable thereto requires expending borough moneys therefor, the public officer shall present a report of the work proposed to be done to accomplish the foregoing to the Mayor and Council with an estimate of the cost thereof, along with a summary of the proceedings undertaken by the public officer to secure compliance, including notices served upon the owners, operators, lessors or agents, as the case may be, hearings and the order of the hearing board with reference thereto. The Mayor and Council may, thereupon, by resolution, authorize the abatement of the nuisance, correction of the defect or the work necessary to place the premises in proper condition and in compliance with ordinances of the borough and laws of the state. The public officer may, thereafter, proceed to have the work performed in accordance with the said resolution at borough expense, not to exceed the amount specified in the resolution, and shall, upon completion thereof, submit a report of the moneys expended and costs to the Mayor and Council. After review of the same, the Mayor and Council may approve the said expenses and costs; and they shall become a lien against the said premises and shall be added to and become and form a part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes, and shall be collected and enforced in the same manner as are taxes. A copy of the resolution approving the said expenses and costs shall be certified by the Mayor and Council and filed with the Tax Collector, and a copy of this report and resolution shall be sent by certified mail to the owner.

## § 86-11. Additional remedies.

- A. Public officer may act as custodian. In addition to other remedies provided herein, where the public officer has issued an order requiring the abatement of the nuisance, correction of a defective condition or the maintenance of the premises in a proper condition so as to conform to the ordinances of the borough and laws of the state applicable thereto and the owner, operator, lessor or agent charged with the premises has failed to comply therewith, the public

officer may, for the purpose of correcting any of the foregoing conditions, act as custodian of any building or structure and may, as custodian, enter into and take care of the premises and supervise the abatement of any nuisance, correction or defect or the placing of the premises in compliance with municipal ordinances and state laws. For the performance of the duties of custodian, the borough shall receive for the services, from the owner, operator and lessor of the premises, compensation approved by the Mayor and Council not exceeding \$5 a day per dwelling unit or \$30 a week per dwelling unit in the premises, whichever is less, as costs and expense, the same to be certified and collected as provided in § 86-10D(8) hereof.

- B. Appointment of receiver. Where the owner, operator or lessor of the building violates this code or any other municipal ordinance pertaining to said structure or fails to abate any violation of this code or violates an order of the public officer with respect thereto, the Borough Attorney, upon resolution duly approved by the Mayor and Council, shall commence an action in the Superior Court seeking appointment of the public officer as receiver ex officio of the rents and income from the said property. The said rents and income shall be collected by the said receiver and shall be expended and allocated to secure compliance with the ordinances of the borough and laws of the state, as set forth in the order of the public officer, and shall be utilized to defray such costs and expenses of the receivership as may be adjudged by the Superior Court and shall be applied towards payment to the borough of any fines or penalties with costs which may have been imposed on the owner, operator or lessor for violation of the ordinances of the borough and which have remained unpaid.
- C. Additional powers. Notwithstanding the provisions of § 86-10D hereof, the public officer may, at his election, prosecute violations of any section of this code involving public health or safety by the filing of a complaint with the Municipal Court of the Borough of Montvale.

## § 86-12. Certificates of necessity.

- A. Who may apply. Where any owner, operator or occupant is required to make repairs or otherwise improve his property and is unable to comply with this code without having right of access to the building or premises through or across adjoining premises not owned by him or under his control and where right of access has been refused the owner, operator or occupant or where the owner or person responsible for granting permission cannot be found or located, then, upon an affidavit setting forth the facts having been filed with the public officer, the public officer shall serve a five-day written notice of hearing in accordance with the provisions for service contained in this code upon the owner, operator or occupant of any adjoining premises affected by the application.
- B. Hearing. On the day fixed for hearing, the public officer shall provide opportunity for the owner, operator or occupant of the adjoining property or properties to state why access shall not be granted across such adjoining properties.
- C. Issuance; conditions. If the public officer determines that access is necessary to accomplish or complete repairs or improvements necessary for compliance with this code, then the public officer shall issue a certificate of necessity, setting forth therein the person or persons to whom the certificate shall apply, such conditions as shall be necessary to protect the adjoining property, reasonable time limits during which such certificate shall operate, precautions to be taken to avoid damage and, where the public officer deems proper, that a bond be procured, at the expense, if any, of the person seeking access, to secure the adjoining property against damage to persons or property arising out of such rights of access. The bond shall not exceed in amount \$25,000, and the amount set shall take into consideration the extent, nature and duration of the repairs, the proximity of the improvement on the premises affected and the potential risk of damage thereto. The bond shall be filed with the public officer.



- D. Procedure where access refused. Any refusal to comply with this ordinance or any interference with the access to premises pursuant to a certificate issued hereunder shall be a violation of this code, and in addition to the penalties provided hereunder, the public officer may, upon affidavit, apply to the Municipal Court Judge for a warrant under the procedure set forth in the application section of this code authorizing access to the premises under appropriate conditions and circumstances as provided above.

## § 86-13. Violations and penalties.

[Amended 2-27-2007 by Ord. No. 2007-1262]

See Ch. 1, General Provisions, Article II, General Penalty.

## § 86-14. Severability.

Should any article, section, subsection, paragraph, sentence, clause or phrase of this code be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the article, section, subsection, paragraph, sentence, clause or phrase thereof directly involved in the controversy in which said judgment shall have been rendered.

## § 86-15. Repealer.

All ordinances or parts of ordinances inconsistent with or in conflict with this ordinance are hereby repealed as to said inconsistencies and conflict.

## § 86-16. Effect of legal decision.

If any section, part of any section or clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining provisions of this ordinance. The governing body of the Borough of Montvale declares that it would have passed the ordinance and each section and subsection hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

## § 86-17. When effective.

This ordinance shall take effect immediately upon passage and publication according to law.

## Article II. Temporary Exterior Storage Units

[Adopted 8-11-2009 by Ord. No. 2009-1308<sup>[1]</sup>]

[1] *Editor's Note: This ordinance was originally adopted as Art. XVIII, §§ 86-60 through 86-63, but was renumbered in order to maintain the organizational style of the chapter.*

## § 86-18. Definitions.

For the purposes of this article, the following terms, wherever used or referred to, shall have the respective meanings assigned to them unless a different meaning clearly appears from the context:

**CONSTRUCTION DUMPSTER**

A roll-off waste container transported to and from the place of use by trucks or trailers and positioned at a construction site for the collection and eventual disposal of construction waste.

**PORTABLE ON-DEMAND STORAGE UNIT**

A container designed, constructed and commonly used for nonpermanent placement on property for the purpose of temporary storage of personal property.

**STORAGE TRAILER**

Trucks, trailers, and other vehicles or parts of vehicles designed to be hitched and attached to trucks, tractors or other vehicles for movement from place to place and used as temporary exterior storage units.

**TEMPORARY EXTERIOR STORAGE UNIT**

Any storage trailer, portable on-demand storage unit, or similar unit or device designed to be placed outside of a building or structure and to temporarily store personal property, excluding construction dumpsters and similar waste receptacles.

**§ 86-19. Placement; maintenance; contents; permit required.**

- A. It shall be unlawful for any person to park, place or suffer placement of a temporary exterior storage unit which:
  - (1) Is not secured or which is accessible to others not using the unit;
  - (2) Lacks verminproof floors or otherwise permits rat and vermin harborage; or
  - (3) Is not in a state of good repair and alignment and is not free from nuisance.
- B. It shall be unlawful for any person to park, place, or suffer placement of a temporary exterior storage unit:
  - (1) In or upon any street, highway, roadway, designated fire lane or sidewalk in the Borough;
  - (2) On any lot or property in the Borough other than on a concrete, asphalt or other improved surface;
  - (3) On any lot or property in the Borough used for commercial purposes or containing three or more dwelling units, in such a way as to block or interfere with access to a garage or off-street parking areas;
  - (4) In a manner that interferes with sight lines for motorists on adjoining streets or the driveways of adjacent properties;
  - (5) In a manner that obstructs the light or air of any dwelling unit;
  - (6) In a manner that obstructs safe means of access to or from any dwelling;
  - (7) In a manner that creates fire or safety hazards; or
  - (8) That displays advertising, other than the identification of the manufacturer or operator of the unit.
- C. No temporary exterior storage unit shall be used to store solid waste, construction debris, demolition debris, recyclable materials, business inventory, commercial goods, goods for property other than at the residential property where the temporary exterior storage unit is located (i.e., used for retail sales) or any other illegal or hazardous material. Upon reasonable

notice to the applicant, the Borough of Montvale may inspect the contents of the temporary exterior storage unit at any reasonable time to ensure that it is not being used to store said materials. At no time shall a temporary exterior storage unit be used for any of these purposes.

- D. It shall be unlawful for any person to park, place, or suffer placement of a temporary exterior storage unit on any lot or property in the Borough without having obtained a permit or in violation of the permit conditions as provided in this article.

## § 86-20. Permit specifications; duration; conditions; fees.

No person shall park, place or suffer placement of a temporary exterior storage unit without first obtaining a permit from the Borough Clerk. The permit shall specify the time period, not exceeding 14 days, during which the unit may be kept on the property. The following conditions shall apply:

- A. The permit shall be obtained prior to setting the unit on the property and shall be displayed in a weatherproof manner on the unit.
- B. There shall be a maximum of one unit per property at any time.
- C. No more than three permits may be issued for any lot or parcel of property in any twelve-month period.
- D. The permit shall specify where the unit is to be situated on the property, which shall be on a driveway or other paved surface at a point farthest from the street, preferably to the rear of the principal building lot.
- E. The size of the unit shall not exceed:
- (1) A height of eight feet; and
  - (2) A size of 130 square feet.
- F. The application fee for the permit shall be \$25 for each fourteen-day period. Extension of a permit will cost \$25 for each extension period granted.

## § 86-21. Enforcement; violations and penalties.

- A. Violations and enforcement.
- (1) Any temporary exterior storage unit located within the Borough of Montvale without approval pursuant to this ordinance shall be subject to the penalties set forth below.
  - (2) The Borough of Montvale Construction Code Enforcement Officer, Fire Prevention Officer and the Montvale Police Department shall be responsible for enforcing the provisions of this ordinance.
  - (3) Any temporary exterior storage unit which is not removed at the end of the time for which it may lawfully remain in place, or immediately upon the direction of a law enforcement officer for removal of such unit for safety reasons, may be removed by the Borough immediately, without notice, and the cost of such removal, together with the cost of administration of its removal, may be assessed against the property on which the unit was located and may be filed as a lien against the property by the Borough Clerk. Such lien shall be superior in dignity to all other liens or encumbrances upon the property, including the lien of a mortgage and taxes.

- (4) Any temporary exterior storage unit not in compliance with this ordinance is and shall be declared to be a public nuisance and may be abated by the Borough at the owner's or responsible person's expense. Abatement shall, at the Borough's option, include the removal and/or the emptying of the dumpster.

**B. Penalties.**

- (1) Any person, corporation or partnership that violates any provision(s) of this article shall be subject to fines and penalties, as follows:
  - (a) For the first violation: a fine of \$100 per day, per violation.
  - (b) For the second violation: a fine of \$250 per day, per violation.
  - (c) For the third or any subsequent violation: a fine of \$500 per day, per violation.
- (2) In addition, any person, corporation or partnership found guilty of a violation of this article shall be ordered to abate the problem and pay the cost incurred by the Borough if the Borough abated the problem.