

**AGENDA
PUBLIC MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
March 14, 2023
Meeting to Commence 7:30 P.M.
Closed Executive Session 7:00 P.M.**

CLOSED/EXECUTIVE SESSION:

Motion to move into Executive Session as provided for by Resolution No. 15-2023 adopted on January 1, 2023 and posted on the bulletin board in the Municipal Building:

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

- a. Attorney Client Privilege – Acquisition of Property
- b. Contract Negotiations – Affordable Housing

Minutes to be disclosed as per the Open Public Meetings Act 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 Lane
Councilmember Cudequest	Councilmember Roche
Councilmember Koelling	Councilmember Russo-Vogelsang

SWEARING IN OF MUNICIPAL CLERK:

Frances Scordo

POLICE CHIEF DOUG MCDOWELL – QUARTERLY UPDATE:

ORDINANCES:

INTRODUCTION OF ORDINANCE NO. 2023-1531 AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 170 OF THE BOROUGH CODE TO INCREASE THE BUILDING SUBCODE FEES FOR NEW CONSTRUCTION AND ADDITIONS TO EXISTING STRUCTURES (public hearing 3-28-23)

MEETING OPEN TO PUBLIC

Agenda Items Only

MEETING CLOSED TO PUBLIC

Agenda Items Only

MINUTES:

February 28, 2023

CLOSED/EXECUTIVE MINUTES:

February 28, 2023

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.

RESOLUTIONS: (CONSENT AGENDA*) - continued

- 77-2023 A Resolution Approving a Contract with Chief of Police Douglas McDowell
- 78-2023 Authorize Appointing Heather McGee as Executive Assistant to the Police Chief and Coordinator of Off-Duty Details
- 79-2023 Borough of Montvale Fire Department LOSAP Eligible Individuals
- 80-2023 A Resolution Requesting Permission For The Dedication By Rider For Abandoned & Vacant Property Code Enforcement Required By N.J.S.A. 40:48-2.12s
- 81-2023 Temporary Appropriations For Operating Purposes
- 82-2023 A Resolution Authorizing The Execution Of A Developer's Agreement Between The Borough Of Montvale And Nouvelle, LLC For The Construction Of Six Units Of Affordable Housing Dedicated To Disabled Veterans At Block 1601, Lot 7 (26 N. Kinderkamack Road) In The Borough Of Montvale

BILLS:

REPORT OF REVENUE:

COMMITTEE REPORTS:

ENGINEER'S REPORT:

Andrew Hipolit
Report/Update

ATTORNEY REPORT:

Dave Lafferty, Esq.
Report/Update

UNFINISHED BUSINESS:

- a. Draft Resolution – Bergen County Recommendation to Change Speed Limit on a portion of Grand Ave
- b. Update - Fire Department Roof
- c. Discussion – Changing of Council Meeting Dates

NEW BUSINESS:

- a. Grand Ave – PSE&G Project

COMMUNICATION CORRESPONDENCE:

Bergen County Mosquito Control requesting permission to conduct aerial spraying

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:

Regular Workshop Meeting of the Mayor & Council to be held at 7:30pm on March 28, 2023.
Introduction of Municipal Budget to be held on March 28, 2023
Public Hearing and Adoption of Municipal Budget to be held on April 25, 2023

**BOROUGH OF MONTVALE
ORDINANCE NO. 2023-1531**

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 March 14, 2023 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 March 28, 2023 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.

Frances Scordo, Municipal Clerk
Borough of Montvale

AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 170 OF THE BOROUGH CODE TO INCREASE THE BUILDING SUBCODE FEES FOR NEW CONSTRUCTION AND ADDITIONS TO EXISTING STRUCTURES

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

Section 1. Chapter 170, "Construction Codes, Uniform," Section 10, "Construction permit," shall be amended to increase the fees for new construction and additions from \$0.0371 to \$0.055 per cubic foot, so that subsections A(1) and A(3) read as follows:

(1) New construction: \$0.055 per cubic foot of building or structure volume.

(3) Additions: \$0.055 per cubic foot of building or structure volume

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:
FRANCES SCORDO
MUNICIPAL CLERK

INTRODUCTION: 03-14-23

Councilmember	Yes	No	Absent
Arendacs			
Cudequest			
Koelling			
Lane			
Roche			
Russo-Vogelsang			

ADOPTED: 03-28-23

Councilmember	Yes	No	Absent
Arendacs			
Cudequest			
Koelling			
Lane			
Roche			
Russo-Vogelsang			

**WORK SESSION
MINUTES**

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

OPEN PUBLIC MEETING STATEMENT

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

ROLL CALL:

Councilmember Arendacs - absent
Councilmember Cudequest
Councilmember Koelling

Councilmember Lane
Councilmember Roche
Councilmember Russo-Vogelsang - absent

Also Present: Mayor Ghassali; Borough Attorney, Dave Lafferty; Administrator, Joe Voytus; Borough Engineer, Andy Hipolit; Municipal Clerk, Maureen Larossi-Alwan and Deputy Clerk, Fran Scordo

ORDINANCES:

PUBLIC HEARING OF ORDINANCE NO. 2023-1529 AN ORDINANCE TO AMEND SALARY ORDINANCE NO. 2022-1528 TO PROVIDE FOR AND DETERMINE THE RATE, AMOUNT AND METHOD OF PAYMENT OF COMPENSATION TO PERSONS HOLDING CERTAIN OFFICES AND POSITIONS OF EMPLOYMENT IN THE BOROUGH OF MONTVALE, COUNTY OF BERGEN AND STATE OF NEW JERSEY FOR THE YEAR 2023

BE IT ORDAINED BY the Mayor and Council of the Borough of Montvale as follows:

SECTION 1. Each of the offices and positions of employment hereinafter named that are not established or created by virtue of any statutes or of any ordinance, resolution, or other lawful authority heretofore exercised by the Borough of Montvale, is hereby established, created, ratified and confirmed.

SECTION 2. The rate of compensation of the persons holding any of the hereinafter named offices and positions of employment whose compensation shall be on an annual basis and shall be payable semi-monthly is hereby fixed and determined to be as set opposite the title of each of the hereinafter named offices and positions of employment.

Title		2023 Salary Range
1	Borough Administrator	\$110,000 - \$150,000
2	Safety Coordinator	\$5,000 - \$8,000
3	Chief Financial Officer (PT)	\$21,000 - \$30,000
4	Municipal Clerk	\$85,000 - \$110,000
5	Municipal Clerk (PT)	\$50,000 - \$75,000
6	Deputy Municipal Clerk (PT)	\$20,000 - \$55,000

BOROUGH OF MONTVALE**FEBRUARY 28, 2023**

7	Floater/ Admin. Assistant to Administrator	\$40,000	-	\$60,000
8	Tax Collector (PT)	\$62,000	-	\$75,000
9	Tax Assessor	\$37,000	-	\$45,000
10	Treasurer/Purchasing Agent	\$78,000	-	\$105,000
11	Deputy Treasurer	\$55,000	-	\$65,000
12	Accounts Payable Clerk	\$42,000	-	\$50,000
Title		2023 Salary Range		
13	Secretary, Planning Board/Land Use Admin. (PT)	\$83,000	-	\$95,000
14	Planning Board Secretary Special Meetings	\$45	-	\$60/hour
15	Board Secretary, Clerical/Recording	\$130	-	\$160
16	Office Manager (PT)	\$4,000	-	\$7,000
17	Board of Health Secretary	\$22	-	\$30/hour
18	Registrar Vital Statistics	\$800	-	\$1,200
19	Deputy Registrar Vital Statistics	\$250	-	\$500
20	Construction Official	\$72,000	-	\$100,000
21	Building Subcode Official and Inspector (PT)	\$30,000	-	\$45,000
22	Zoning Officer	\$5,000	-	\$11,000
23	Building Subcode and Special Inspections	\$40	-	\$50/hour
24				
25	Facilities Manager, Buildings & Grounds and Property Inspector	\$20,000	-	\$30,000
26	Property Maintenance Officer (PT)	\$20,000	-	\$25,000
27	Construction Dept. Control Person	\$50,000	-	\$70,000
28	Plumbing Subcode Official and Inspector (PT)	\$30,000	-	\$45,000
29	Plumbing Subcode and Special Inspections	\$40	-	\$50/hour
30	Fire Subcode Official and Inspector (PT)	\$30,000	-	\$45,000
31	Fire Subcode and Special Inspections	\$40	-	\$50/hour
32	Electrical Subcode Official and Inspector (PT)	\$30,000	-	\$45,000
33	Electrical Subcode and Special Inspections	\$40	-	\$50/hour
34	Fire Prevention Official	\$65,000	-	\$75,000
35	Fire Inspector/ Senior/Deputy Fire Official	\$7,600	-	\$25,000
36	Fire Prevention Secretary	\$1,000	-	\$1,000
37	Municipal Court Administrator	\$75,000	-	\$95,000

BOROUGH OF MONTVALE**FEBRUARY 28, 2023**

38	Deputy Municipal Court Administrator	\$55,000	-	\$70,000
39	Court Security	\$20	-	\$27/hour
40	Violations Clerk	\$40,000	-	\$50,000
41	Police Secretary	\$42,000	-	\$50,000
42	Administrative Assistant for Police Chief	\$50,000	-	\$65,000
43	Emergency Mgmt. Coordinator	\$5,000	-	\$7,000
44	Deputy Emergency Mgmt. Coordinator	\$3,000	-	\$6,000
45	Library Director	\$80,000	-	\$97,000
46	Library – Library Adult Services	\$55,000	-	\$70,000

Title		2023 Salary Range		
47	Library (PT)	\$13	-	\$50/hour
48	Library (PT) meetings	\$120	-	\$225/mtg.
49	Director, Public Assistance	\$2,000	-	\$5,000
50	Director of Recreation	\$52,000	-	\$64,000
51	Recreation Assistant	\$40,000	-	\$55,000
52	Recreation Summer Camp Stipend	\$2,000	-	\$6,000
53	Summer Camp Counsellors	\$500	-	\$2,000
54	Park Monitor (PT)	\$20	-	\$26/hour
55	Van Drivers (PT)	\$20	-	\$25/hour
56	Station Technicians (PT)	\$15	-	\$20/hour
57	Booker Cable Access TV	\$3,000	-	\$6,000
58	Archivist Records Manager/D.A.R.M.	\$25	-	\$28/hour
59	Clerical/Recording Special Meetings	\$20	-	\$40/hour
60	Deputy Construction Official	\$75,000	-	\$85,000
61	Wellness Coordinator	\$500	-	
62	Wellness Incentive Participants	\$300	-	
63	Executive Assistant to Police Chief	\$60,000	-	\$80,000
64	Coordinator, Off-Duty Details (PT)	\$10,000	-	\$15,000

SECTION 3. The rate of compensation of the persons holding any of the hereinafter named offices, whose compensation shall be on an annual basis and payable semi-monthly, is hereby fixed and determined as follows:

Title		2023 Salary Range		
A.	Municipal Judge	\$40,000	-	\$45,000
B.	Mayor	\$8,000	-	\$10,000
C.	Councilpersons (each)	\$6,500	-	\$8,000

SECTION 4: The rate of compensation of persons holding any of the hereinafter named offices in the Police Department, whose compensation shall be on an annual basis, and payable semi-monthly, is hereby fixed and determined as follows:

Title		2023 Salary Range
A.	Chief	\$220,000 - \$250,000
B.	Captain	\$200,000 - \$225,000
C.	Lieutenant (Base Wage)	\$167,373 - \$171,892
D.	Sergeants (Base Wage)	\$155,750 - \$159,956
E.	Detective – Additional per year	\$4,000 - \$4,500
F.	Juvenile Officer – Addt'l per year	\$400 - \$400
G.	Asst. Juvenile Officer – Addt'l per year	\$350 - \$350
H.	Special Police Officer Class III (SLEO)	\$50,000 - \$57,000
I.	Special/Auxiliary Police	\$22/hour - \$26/hour
J.	School Cross Guard/Police Matrons	\$22/hour - \$26/hour

SECTION 4A: The rate of compensation of persons holding any of the hereinafter named offices in the Police Department whose compensation shall be on an annual basis, and payable semi-monthly, is fixed and determined as follows:

Police Officers Schedule (Base Wage Each)		
0-6 months	\$47,452	\$48,733
6 months – 1 year	\$54,347	\$55,814
1 – 2 years	\$59,007	\$62,894
2 – 3 years	\$68,490	\$77,053
3 – 4 years	\$88,815	\$91,213
4 – 5 years	\$102,601	\$105,372
5 – 6 years	\$116,388	\$119,530
6 – 7 years	\$130,176	\$133,691
7 – 8 years	\$143,963	\$147,850

SECTION 4B: In addition to the compensation stated above, Full Time Employees in Section 4 and Section 4A (excepting the Chief, Captain, and any other employee whose contract specifically excludes longevity), shall be paid an annual longevity increment pursuant to the following schedule:

Years of Service	Officers Hired BEFORE January 1, 2006	Officers Hired AFTER January 1, 2006
Beginning five (5) years	1%	-
Beginning seven (7) years	2%	-
Beginning nine (9) years	3%	1%
Beginning eleven (11) years	4%	2%
Beginning thirteen (13) years	5%	3%
Beginning fifteen (15) years	6%	4%
Beginning seventeen (17) years	7%	5%
Beginning nineteen (19) years	8%	6%
Beginning twenty-one (21) years	-	7%
Beginning twenty-two (22) years	-	8%
Beginning twenty-four (24) years	9%	9%

SECTION 5. The Borough Treasurer shall present semi-monthly or as established by Resolution to the Governing Body for approval warrants drawn to the order of the Borough of Montvale Payroll Account and the Borough of Montvale Salary Account.

At the first meeting of the Governing Body in January of each year, there shall be approved accounts to be designated "The Borough of Montvale Payroll Account" and "The Borough of Montvale Salary Account" and from time to time the Borough Treasurer upon receipt of a warrant for the amount due each Payroll, shall deposit the same to the credit of these accounts, charging the appropriate budgetary accounts therewith. The Borough Treasurer shall thereafter draw checks on said accounts to the employees entitled to payment therefrom.

Any employee hired under the terms of a Special Library Grants; salary will be determined by the Authority making such grant.

The Mayor and Borough Council may by adoption of a resolution and by approved payroll advice, increase compensation (base wage adjustment or one-time merit/bonus increase) of any salaried employee in the above schedule, who has reached their maximum, up to 10% above the pay range maximum.

At each regular meeting of the Governing Body of the Borough of Montvale, the Treasurer shall submit for the approval or ratification as the case may be, the necessary payroll amounts due to the several officers and employees for compensation.

Such officers as may be determined by the Governing Body, as established by resolution, shall be authorized to sign warrants drawn in favor of the Payroll Account, upon due notice that the payrolls have been approved by the proper certifying authorities.

SECTION 6. This ordinance shall be operative as of January 1, 2022, and salaries paid shall be adjusted in accordance with the terms of this ordinance.

SECTION 7. All other ordinances and parts of ordinances inconsistent herewith are hereby repealed.

SECTION 8. This ordinance shall take effect immediately upon publication in the manner provided by Law.

A motion Introduced for second reading **Ordinance No. 2022-1529** by Councilmember Cudequest; seconded by Councilmember Koelling; Clerk read by title only.
Motion to open meeting to public by Councilmember Lane; seconded by Councilmember Roche
- all ayes

NO PUBLIC COMMENT

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

Motion to adopt on Second and Final Reading in The Bergen Record by Councilmember Lane; seconded by Councilmember Roche; Clerk read by title only. - All ayes on a roll call vote

PUBLIC HEARING OF ORDINANCE NO. 2023-1530 AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 170 OF THE BOROUGH CODE TO REVISE ENGINEERING FEES AND PAYMENT PROCEDURES APPLICABLE TO CERTAIN PERMIT APPLICATIONS

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

Section 1. Chapter 170, "Construction Codes, Uniform," Section 11, "Other certificates and permits," is hereby amended by replacing Subsection H thereof to read as follows:

§170-11 Other certificates and permits.

H. Engineering fees.

- (1) In order to ensure that the Borough standards are met for all site improvements, including curbs, sidewalks, driveway pavement, seepage pits and to create zero runoff from new residential single-family dwelling construction and additions, swimming pools, tennis and retaining walls over four feet, the following fees shall be collected at the time an application is made that will require engineering plan review and construction inspection. An administrative fee of 20% will be added to the base fees to be retained by the construction department:

	Plan Review	Construction Inspection	Engineering Subtotal	Total Fee
New single-family dwelling	\$500	\$500	\$1000	\$1200
Additions to single-family dwelling	\$400	\$400	\$800	\$960
Swimming pools, tennis courts	\$350	\$350	\$700	\$840
Retaining walls over four feet in height	\$250	\$250	\$500	\$600
Other site improvements affecting impervious coverage or runoff	\$250	\$250	\$500	\$600

- (2) In the event that the above engineering fees are determined to be insufficient to complete the necessary engineering plan review and/or construction inspection, then in that event the applicant shall be provided a letter from the Borough Engineer setting forth the additional services required, including the estimated cost

of such activities. The applicant shall be required to deposit such additional funds prior to the issuance of a permit or the closing out of a permit, as the case may be. There shall be no administrative fee for additional engineering fees.

- (3) Any engineering fees deposited in excess of the fees actually charged by the Borough Engineer for the application shall be refunded to the applicant within thirty (30) days of the closing out of the permit.

Section 2. All other provisions of Section 170-11 other than subsection H shall remain unchanged.

Section 3. Any article, section, paragraph, subsection, clause, or other provision of the Borough of Montvale Code inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

Section 4. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

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

A motion Introduced for second reading **Ordinance No. 2023-1530** by Councilmember Cudequest; seconded by Councilmember Lane; Clerk read by title only.

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

NO PUBLIC COMMENT

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

Motion to adopt on Second and Final Reading in The Bergen Record by Councilmember Lane; seconded by Councilmember Cudequest; Clerk read by title only. - All ayes on a roll call vote

MINUTES:

February 14, 2023

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

CLOSED/EXECUTIVE MINUTES:

February 14, 2023

A motion to accept the closed session minutes by Councilmember Lane; seconded by Councilmember Cudequest - 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.

70-2023 A Resolution of the Borough of Montvale Authorizing the Execution of an Agreement with the Pascack Valley Regional High School District Board of Education Concerning the Hiring and Placement of Special Police Officer IIIs at Pascack Hills High School/For the 2023/2024 School Year

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the agreement entitled "AGREEMENT CONCERNING THE HIRING AND PLACEMENT OF SPECIAL POLICE OFFICER IIIS IN PASCACK HILLS HIGH SCHOOL BY AND BETWEEN THE BOROUGH OF MONTVALE AND PASCACK VALLEY REGIONAL SCHOOL DISTRICT" FOR THE YEAR 2023/2024 is hereby approved, and the Mayor and Borough Clerk are hereby authorized to execute same in substantially the form negotiated, subject to approval as to form by the Borough Attorney; and **BE IT FURTHER RESOLVED** that the Mayor, Borough Clerk, and all other appropriate officials are hereby authorized and empowered to take all steps necessary and appropriate to effectuate the purposes of this Resolution.

71-2023 Authorize Execution of Agreement with The Reserve at Montvale / Municipal Service Agreement

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

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

WHEREAS, this agreement shall remain in effect for a five year period to commence on January 1, 2023 and terminating on December 31, 2027; and

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

72-2023 Authorize Appointing Frances Scordo as Municipal Clerk

WHEREAS, Frances Scordo meets the qualifications for the position of Municipal Clerk and agrees to the terms and conditions of employment; and

NOW THEREFORE, BE IT RESOLEVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, that the above named individual is hereby appointed to the above position effective March 1, 2023 for a term of three years per NJSA 40A:9-133.1

73-2023 Authorize Appointing Carol Manhart as Deputy Municipal Clerk

WHEREAS, Carol Manhart meets the qualifications for the position of Deputy Clerk and agrees to the terms and conditions of employment; and

NOW THEREFORE, BE IT RESOLEVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, that the above named individual is hereby appointed to the above position effective March 1, 2023.

74-2023 A Resolution Appointing William Betesh, Esq. Of Boggia, Boggia & Betesh To Represent The Borough Of Montvale In Tax Appeal Matters Pending As Of December 31, 2022

WHEREAS, pursuant to Resolution 30-2023, the Governing Body of the Borough of Montvale ("Borough") appointed David S. Lafferty, Esq. of Huntington Bailey, L.L.P. Borough Attorney for the 2023 calendar year; and

WHEREAS, as of December 31, 2022, William Betesh, Esq. of the law firm of Boggia, Boggia & Betesh was appointed as Borough Attorney for the Borough of Montvale, including representation of the Borough in tax appeals and matters before the New Jersey Tax Court;

WHEREAS, the Borough has determined that the law firm of Boggia, Boggia & Betesh should continue its representation of the Borough for tax appeals pending as of December 31, 2022;

WHEREAS, the anticipated term of this Contract is from January 1, 2023 through December 31, 2023;

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:111 et seq.) requires that the Resolution authorizing the award of Professional Service contracts without competitive bids and the Contract itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Montvale, County of Bergen, in the State of New Jersey that the office of Boggia, Boggia & Betesh will continue to represent the Borough of Montvale in the following tax appeals pending as of December 31, 2022:

- Muhammet Erarsian
- Mario Varano
- 1 Paragon Drive
- Amerjit Sandhu
- Roger Raj
- Verizon
- Lukoil North America
- Grand Prix Montvale
- Life Time Fitness
- Fintan Seeley
- Montvale Estates
- KPMG
- PRM Hospitality
- Toll NJ, LLC
- Trudie Weiser
- Pranay Aiya
- PLP Family Partnership
- Richard Queen
- Angela Aaron
- Anthony Santarelli
- Ridgecrest Realty
- Frank Celli
- 20 Craig Rd, LLC
- JD Montvale, LLC
- Summit Property 1, LLC
- Hornrock Properties
- Rothman Realty, LLC
- Rothman Realty I, LLC

BE IT FURTHER RESOLVED, the Mayor and Municipal Clerk of the Borough of Montvale are hereby authorized and directed to execute a contract with Boggia, Boggia & Betesh; and **BE IT FURTHER RESOLVED**, that William Betesh, Esq., shall complete and submit a Business

Entity Disclosure Certification which certifies that he has not made any reportable contributions to a political or candidate committee in the Borough of Montvale in the previous one year, and that the contract shall prohibit William Betesh, Esq. from making any reportable contributions through the term of this contract; and

BE IT FURTHER RESOLVED, that this Contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession and

BE IT FURTHER RESOLVED, that the Business Entity Disclosure Certification and the Determination of Value shall be placed on file with this Resolution; and

BE IT FURTHER RESOLVED, that David S. Lafferty, Esq. will represent the Borough of Montvale in any tax appeal matters filed on and after January 1, 2023.

Introduced by: Councilmember Lane; seconded by Councilmember Roche - a roll call was taken - all ayes

75-2023 Amending Resolution No. 155-2022 Authorizing Emergency Purchase Pursuant To NJSA 40a:11-Rapid Pump & Meter, Co, Inc. / Three (3) Pump Stations

WHEREAS, the Superintendent of Public Works received pricing from Rapid Pump and Meter Service, Inc. in the amount of \$47,730.00.

WHEREAS, the initial quote did not include freight charges of \$814.50; and

WHEREAS, the Borough CFO has certified that funds have been appropriated and are available; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey hereby authorize the additional charges in the amount of \$814.50.

Introduced by: Councilmember Lane; seconded by Councilmember Roche - a roll call was taken - all ayes

76-2023 A Resolution Awarding a Contract to Creative Pavers Installations, Inc. for the Repair and Replacement of the Municipal Complex Patio

WHEREAS, the Borough has a need to repair and replace the patio at the municipal complex, which is also used by the Montvale Library; and

WHEREAS, the Borough did solicit three quotes for this work; and

WHEREAS, the lowest quote received, and the most advantageous proposal, price and other factors considered, was from Creative Pavers Installations, Inc. in the amount of \$43,700; and

WHEREAS, this contract will be awarded under the "alternative process" pursuant to N.J.S.A. 19:44A-20.4 et seq. (the "Pay-to-Play Law"), and will be awarded to Creative based upon the merits and abilities of Creative to provide the services necessary; and

WHEREAS, Creative has completed and submitted a Business Entity Disclosure Certification which certifies that Creative has not made any reportable contributions (\$300 or more) to a political or candidate committee in the Borough of Montvale in the previous one year, and that Creative is prohibited from making any reportable contributions (\$300 or more) through the term of the contract; and

WHEREAS, the Library has graciously agreed to split the cost of this project and contribute \$10,000 towards the total cost, and the remainder of the funds shall come from the Open Space Trust Fund; and

WHEREAS, the CFO has certified that funds have been appropriated and are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED that a contract for this project is hereby awarded pursuant to the February 16, 2023 proposal as follows:

Contractor:
Creative Pavers Installations, Inc.
136 Summit Avenue, Suite 203
Montvale, New Jersey 07645

Price:
\$43,700 (as per proposal)

Introduced by: Councilmember Lane; seconded by Councilmember Cudequest - a roll call was taken - all ayes

The administrator stated the library will contribute \$10,000 towards the project

BILLS: Administrator read the Bill Report

Motion to pay bills by Councilmember Lane; seconded by Councilmember Roche - all ayes

ENGINEER'S REPORT:

Andrew Hipolit
Report/Update

a. Huff Pond Discussion

Met with Downes Tree Service, Bob Hanrahan and Joe Voytus. After observing the site, Mr. Hipolit recommends removal of the sand, re-grading the area so it drains and adding live stakes for a total amount of \$38,835. Mayor Ghassali stated that the Governor's office stated that there is additional funds from FEMA for Hurricane Ida damage that we can apply for. Councilmembers gave the go ahead to do the work as it is time sensitive due to the plantings.

ATTORNEY REPORT:

David Lafferty, Esq.
Report/Update
No Report

UNFINISHED BUSINESS:

None

NEW BUSINESS:

a. Discussion / Change Mayor/Council Meeting Dates

Mayor Ghassali asked to hold until next meeting

COMMUNICATION CORRESPONDENCE:

The Administrator received a letter from Bergen County regarding a speed survey that was done on Grand Ave from Spring Valley to Chestnut Ridge Road and their recommendation was to lower the speed limit from 45mph to 40mph. Chief McDowell will speak on this at the next meeting.

MEETING OPEN TO THE PUBLIC:

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

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

A motion to open meeting to the public by Councilmember Lane; seconded by Councilmember Roche – all ayes
No Public Comment

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

ADJOURNMENT:

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

Meeting adjourned at 7.55pm

The Next Regular Public Meeting of the Mayor & Council to be held at 7:30pm on March 14th, 2023

Respectfully submitted, Frances Scordo, Municipal Clerk

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 77-2023**

RE: A Resolution Approving a Contract with Chief of Police, Douglas McDowell

WHEREAS, Chief of Police, Douglas McDowell has requested that the Borough provide him with a contract concerning his employment with the Borough of Montvale effective as of January 1, 2023 through December 31, 2023; and

WHEREAS, the Police Committee has engaged in negotiations with the Chief and has recommended execution of a contract that has been provided to the Mayor and Council.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Administrator are hereby authorized and empowered to execute the contract with the Chief of Police, subject to approval as to form by the Borough Attorney.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Cudequest							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

Adopted: March 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 78-2023**

RE: Authorize Appointing Heather McGee as Executive Assistant to the Police Chief and Coordinator of Off-Duty Details

WHEREAS, Heather McGee meets the qualifications for the position of Executive Assistant to the Police Chief and Coordinator of Off-Duty Details and agrees to the terms and conditions of employment; and

NOW THEREFORE, BE IT RESOLEVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, that the above named individual is hereby appointed to the above position effective January 1, 2023.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Cudequest							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

Adopted: March 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 79-2023**

RE: Borough of Montvale Fire Department LOSAP Eligible Individuals

WHEREAS, The Borough of Montvale, has adopted a LOSAP program for the members of the Montvale Fire Department; and

WHEREAS, to be eligible for the annual \$1,350.00 stipend for 2022, totaling \$21,600 for the Department, the Montvale Fire Department must meet certain criteria; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale that the Borough Treasurer initiate LOSAP payments in the name of those Fire Department members deemed eligible to receive them.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Cudequest							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

Adopted: March 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 80-2023**

RE: A RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER FOR ABANDONED & VACANT PROPERTY CODE ENFORCEMENT REQUIRED BY N.J.S.A. 40:48-2.12s

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.S.A. 40:48-2.12s provides for receipt of funds by the municipality to provide for the operating costs to administer this act; and

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the Abandoned & Vacant Property Code Enforcement are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement.

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

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the Abandoned & Vacant Property Code Enforcement pursuant to *N.J.S.A. 40:48-2.12s*.
2. The Municipal Clerk is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Cudequest							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

Adopted: March 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 81-2023**

RE: TEMPORARY APPROPRIATIONS FOR OPERATING PURPOSES

WHEREAS, *N.J.S.A. 40A:4-20* provides that, in addition to temporary appropriations necessary for the period prior to the adoption of the budget and regular appropriations, the governing body may make temporary emergency appropriations for any purposes for which appropriations may lawfully be made for the period between the beginning of the current fiscal year and the date of the adoption of the budget for the current fiscal year and the date of the adoption of the budget for the current fiscal year; and

WHEREAS, the amount of such emergency temporary appropriations shall be included under corresponding headings in the budget as adopted or, if such appropriations are adopted after the introduction and approval of the budget and were not included in the budget as approved, such appropriations shall be included by an amendment in the budget as adopted without public advertisement or public hearing; and

WHEREAS, the Borough has deemed certain emergency temporary appropriations necessary, and such appropriations conform to the provisions of *N.J.S.A. 40A:4-20*.

NOW, THEREFORE, BE IT RESOLVED (not less than two-thirds of all members thereof affirmatively concurring) that pursuant to *N.J.S.A. 40A:4-20*, an emergency temporary appropriation be, and the same is hereby made for:

Current Fund: \$ 1,718,020

BE IT FURTHER RESOLVED that the said temporary emergency appropriations will be provided for in the 2023 Budget under the title of same.

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby directed to file a certified copy of the resolution with the Director of the Division of Local Government Services.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Cudequest							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

Adopted: March 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 82-2023**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPER’S AGREEMENT BETWEEN THE
BOROUGH OF MONTVALE AND NOUVELLE, LLC FOR THE CONSTRUCTION OF SIX UNITS OF
AFFORDABLE HOUSING DEDICATED TO DISABLED VETERANS AT BLOCK 1601, LOT 7
(26 N. KINDERKAMACK ROAD) IN THE BOROUGH OF MONTVALE**

WHEREAS, the Borough of Montvale (“Borough”) is the owner of real property identified as Block 1601, Lot 7 on the official Tax Map of the Borough (the "Property"); and

WHEREAS, the Borough is desirous of addressing its Fourth Round obligation to provide for the construction of affordable housing within the Borough pursuant to Southern Burlington County N.A.A.C.P v. Borough of Mount Laurel, , the New Jersey Fair Housing Act and the New Jersey Constitution; and

WHEREAS, N.J.S.A. 40A:12-21(L) authorizes a private sale of property by a municipality for nominal consideration to a duly organized Urban Renewal Corporation for the purpose of constructing housing for low or moderate income persons or families or persons with disabilities; and

WHEREAS, it is contemplated that the Borough of Montvale will transfer ownership of the Property to the developer and that the developer will construct, manage and operate the development, as provided for in the Developer’s Agreement; and

WHEREAS, the Borough has determined that the proposal by Nouvelle, LLC, 610 Anderson Avenue, Cliffside Park, New Jersey 07010, for the construction of up to six (6) units at the Property is in the best interest of the Borough of Montvale and that Nouvelle, LLC possesses the requisite professional expertise and experience; and

WHEREAS, The Borough of Montvale is desirous of entering into an Agreement with Nouvelle, LLC for the design, construction and administration of the 100% affordable housing developments for disabled head of the household veterans within the Borough;

NOW, THEREFORE, BE IT RESOLVED, the Governing Body of the Borough of Montvale, County of Bergen, in the State of New Jersey authorizes and approves a Developer’s Agreement by and between the Borough of Montvale and Nouvelle, LLC in the form attached hereto as Exhibit "A".

BE IT FURTHER RESOLVED, that the Mayor and other Borough Officials are hereby authorized to execute the Developer’s Agreement and take any other action necessary to implement same.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Cudequest							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

Adopted: March 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**Developer's Agreement
by and between**

The Borough of Montvale

And

Nouvelle, LLC

For the Development of a 6 Units of very-low-income housing for disabled veteran families at 26 North Kinderkamack Road, Montvale, New Jersey, 07645 (Block 1601, Lot 7 Borough of Montvale, County of Bergen and State of New Jersey)

**DEVELOPER’S AGREEMENT BY AND BETWEEN THE BOROUGH OF
MONTVALE AND NOUVELLE, LLC, AS DEVELOPER**

THIS AGREEMENT (“Agreement”) made this _____ day of _____, 2023 by and between The Borough of Montvale, a municipal corporation of the State of New Jersey, County of Bergen, having an address of 12 DePiero Drive, Montvale, New Jersey 07645 (hereinafter the “Borough”); and Nouvelle, LLC, (or a single-member Limited Liability Company with common ownership or a single shareholder Urban Renewal Corporation formed or to be formed) having an address at 610 Anderson Avenue, Cliffside Park, New Jersey 07010 (hereinafter the “Developer”). (The Borough and the Developer are sometimes referred together as the “Parties.”)

WHEREAS, pursuant to the Municipal Land Use Law N.J.S.A. 40:55D – et seq. (the “MLUL”), the Borough’s Planning Board is obligated to prepare and adopt a Master Plan which includes a “Housing Element” in furtherance of the MLUL, the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), the New Jersey Constitution, and the mandates of the Supreme Court’s decisions in Southern Burlington County N.A.A.C.P. v. Borough of Mount Laurel, 67 N.J. 151, appeal dismissed and cert. denied, 423 U.S. 808, 96 S.Ct. 18, 46 L.Ed.2d 28 (1975) (herein referred to as Mount Laurel I) and Southern Burlington County N.A.A.C.P. v. Borough of Mount Laurel, 92 N.J. 158 (1983) (herein referred to as Mount Laurel II); and

WHEREAS, pursuant to Mount Laurel I, Mount Laurel II, the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (the “FHA”) and the New Jersey Constitution, the Borough is obligated by law to create a realistic opportunity for the provision of affordable housing (hereinafter, the requirements of the New Jersey Constitution, as set forth by the Supreme Court’s in Mount Laurel line of cases, and as set forth in the FHA, regulations adopted to implement same and related laws shall collectively be referred to as the “Mount Laurel Obligation”); and

WHEREAS, Developer has submitted a Proposal in connection with the development of one of the compliance mechanisms, specifically, a 100% affordable six (6) unit housing development on real property presently owned by the Borough located at 26 North Kinderkamack Road, Montvale, New Jersey 07645, Block 1601, Lot 7, Borough of Montvale, County of Bergen and State of New Jersey) (collectively the “Site”); and

WHEREAS, the Borough has authorized Developer to be the Developer of the Project (as hereinafter defined); and

WHEREAS, the Developer has represented to the Borough that it will ensure that each of the affordable units in the Project will comply with the terms of the Settlement Agreement and be affordable to the region’s very low income disabled veteran households (“Creditworthy Units”) and will remain Creditworthy Units to enable the Borough to use such units towards satisfaction of its Mount Laurel affordable housing obligations; and

WHEREAS, based upon these assurances and the obligations created hereby, the Borough has determined that the Project will assist the Borough in addressing its Mount Laurel fourth round affordable housing obligations; and

WHEREAS, the Borough and the Developer have agreed to enter into this comprehensive Development Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties; and

WHEREAS, the Developer agrees to implement the Project in accordance with the relevant terms and conditions of the Settlement Agreement through entry into this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto agree as follows:

ARTICLE I - PURPOSE

1.1 The purpose of this Agreement is to provide for the construction of six (6) Units of very-low-income special needs housing units at the Site in accordance with the terms and conditions set forth herein. The purpose of this Agreement is also to ensure that the units described in this Section 1.1 are Creditworthy Units and can be counted towards the Borough's Mount Laurel fourth round affordable housing obligations.

ARTICLE II - BASIC TERMS

2.1 **The "Site"**. The Borough is the fee simple owner of the Site. The Site consists of approximately 0.34 acres. The Developer shall apply to the Montvale Planning Board to permit the Project on the Site. The Developer shall demolish the existing structure at the site at Developer's expense.

2.2 **The "Project"**. The Project will consist of six (6) Units for disabled military veterans, consisting of at least four (4) and up to six (6) 2-bedroom Units or two (2) 1-bedroom units, each about 960 Square Feet. The exterior of the building will be masonry water table and siding above with shutters. The Units shall be Deed Restricted to serve very-low-income family special needs population inclusive of at least one head of household disabled veteran of the United States armed forces in each household. Developer will form a New Jersey limited liability company for the purpose of acquiring the Site, developing, owning and operating the affordable housing units (the "Project Owner"). At the closing (the "Closing") of the construction on equity financing for the development of the Project, Borough will convey the Site to the Project Owner for \$100,000.00.

ARTICLE III - DEVELOPER'S OBLIGATIONS

3.1 **Obligation To Develop Site In Accordance With Various Requirements.** The Developer will, subject to the terms of this Agreement, develop the 6-unit Project in one phase on the Site. The Project will consist of 6 units of very-low income housing. The Developer agrees, subject to the terms of this Agreement, to develop the Site in accordance with (a) the Concept Plan attached hereto as Exhibit A to the extent commercially reasonable; (b) the requirements of the Borough of Montvale Code, as may be modified by any variance, waiver, or exception granted by the Borough Planning Board; (c) any and all conditions set forth in developmental approvals by the Borough Planning Board; (d) any other applicable governmental approvals and conditions, (e)

the requirements of all applicable building codes, rules, and regulations of all municipal, county, state and federal agencies having jurisdiction over the Project and (f) the terms and conditions of this Developer's Agreement.

3.2 Obligation To Ensure That The Site Is Suitable For The Project. The Developer will ensure that the Site is suitable for the Project in accordance with all applicable COAH regulations, NJDEP regulations, and any and all other applicable rules or regulations.

3.3 Obligation To Develop In Accordance With Local And State Planning Approval. Developer shall be obligated to obtain all necessary governmental approvals, including Planning Board approvals (collectively, the "Approvals") which shall be obtained before commencement of construction on the Project. The Developer shall submit applications for all necessary preliminary and final site plan approvals to the Planning Board in accordance with Municipal Ordinances, the MLUL, and Zoning Ordinance, a proposed draft of which is attached hereto as Exhibit B. Developer agrees that all Approvals shall be subject to full satisfaction of the terms and requirements of this Agreement. Subject to the occurrence of the Closing and Developer's receipt of the Approvals, the Developer shall begin construction of the Project within the time limitation set forth in the Settlement Agreement and Amendment and, in no event, beyond two (2) years of the execution of this Agreement.

3.4 Obligation To Provide Creditworthy Units And Maintain The Creditworthiness of The Units. The Developer will ensure that the Project results in the construction of six (6) Creditworthy Units, to be used by the Borough in whole or part to address its fourth-round obligation. Developer shall ensure that all units constructed on the Site shall comply and comport with all applicable regulations, including but not limited to (a) all applicable COAH regulations or any standards that the court may require be applied, (b) and (b) such other regulations as may apply. The Parties acknowledge that these regulations address, among other things, very low-income requirements, pricing requirements, marketing requirements, screening requirements, re-rental requirements and deed restriction requirements.

3.5 Obligation To Bear All Expenses Associated With Creating and Maintaining Creditworthy Units. Except as otherwise provided herein or the extent municipal contribution is required to insure the financial feasibility of the all expenses associated with creating and maintaining Creditworthy units shall be solely borne by the Developer and/or the Project Owner. Consistent with N.J.A.C. § 5:93-10.1(b), no unnecessary cost generative requirements shall apply to Developer or be imposed by Developer in connection with the Approvals. To the extent commercially reasonable, the Developer shall join in the defense of any litigation which may be brought challenging the Approvals. The Developer shall be solely responsible for any cost and expense incurred by Developer in the defense of such litigation. The Borough shall have no financial obligations under this Agreement to assure the Creditworthiness of the units.

3.6 Obligation To Cooperate With The Borough In Its Efforts To Monitor The Units. The Parties acknowledge that the Borough may have the obligation from time to time to generate information necessary to demonstrate the Creditworthiness of the units. Developer or the Project Owner will cooperate with the Borough on all monitoring and reporting requirements.

3.7 Obligation to Properly Deed Restrict The Units. The Project will be deed restricted for thirty (“30”) years as affordable housing so that all the units therein will qualify for affordable housing credits towards the Borough’s Mount Laurel fourth round affordable housing obligations, or until such time as the Borough may elect to release the Units from affordability controls. The Developer will work with the Borough’s attorney and special Mount Laurel counsel, to ensure that the deed restriction satisfies all applicable COAH, , regulations / requirements or such other requirements as a court may impose (the “Deed Restriction”). Developer shall cause the Deed Restriction to be recorded in Bergen County. The Developer or Project Owner shall be responsible for all costs associated with retaining an Administrative Agent in conjunction with this Project and for ensuring that the Deed Restriction is properly maintained to ensure the Creditworthiness of the units. The Administrative Agent shall be responsible for providing the Borough with all information that it or other governmental entities may require in relation to the eligibility of the units for credit against the Affordable Housing obligation.

3.8 Obligation to Provide Infrastructure and Other Improvements. Developer will design and construct all infrastructure and other improvements necessitated by the Project in a workmanlike manner and in accordance with all applicable laws and regulations, as well as the requirements of the Zoning Ordinance and Planning Board Approvals. Developer acknowledges that such infrastructure improvements may include, but are not limited to, road improvements, walkways, storm water facilities, sidewalks, electric power transmission lines, sewer transmission conduits or pipes, water lines or pipes, storm sewers, telephone transmission lines, television/internet cable lines and other utilities. The Developer agrees that it is solely responsible to undertake the appropriate measure to negotiate with, acquire, relocate or otherwise address the existence of these utilities and infrastructure or other improvements and easements therefore, in order to complete the Project as provided by this Agreement.

3.9 Obligation to Enter PILOT Agreement at Specific Rate. Developer’s obligations contained in this Agreement are expressly conditioned upon the execution of a mutually acceptable Financial Agreement for Payment in Lieu of Taxes (hereinafter “PILOT”) by February 1, 2025. Such PILOT shall provide for a payment in lieu of taxes at six and two eight percent (6.28%) of the Project’s annual gross revenue less utilities pursuant to the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, *et seq.* (to be determined or substituted in Developer’s sole discretion). The land upon which the housing to be constructed by Developer, or its affiliated entity, shall be exempt from taxation during the period of the payment in lieu of taxes. During the period of construction, Developer agrees to pay taxes on the assessed value of the land of the Site as of the date of Closing (but, for the avoidance of doubt, shall not be required to pay taxes on any improvements); and the Borough shall make no interim assessments for improvements during the period between Developer’s taking title to the Property and the date the PILOT goes into effect.

3.10 Obligation to Obtain A Certificate of Completion. The Developer shall be responsible to obtain, from the Borough, a Certificate of Occupancy as set forth *infra* in Section 4.5.

3.11 Obligation To Lease Units In Manner That Maintains Their Creditworthiness. The Developer and the Project Owner shall have the continuing responsibility to lease the units in accordance with applicable Federal, State, and local laws for at least thirty (30) years and maintain

the Mount Laurel Creditworthiness of the units. In the event of any breach of this continuing responsibility, the Borough shall have all remedies available in equity and law.

3.12 **Materials.** Developer represents to the Borough that materials and equipment utilized in the construction of the Project shall be of good quality and of the quality for housing of a similar nature unless otherwise permitted or required by the housing plans or housing specifications, and shall comply with all applicable federal, state and local laws. Work not conforming to these requirements of the Code may be considered defective by the Borough. Developer shall consult with the Borough regarding the design of the Project.

3.13 **Insurance.**

(a) Liability Insurance. Developer shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the construction of the Project, whether arising from actions of itself or by any subcontractor or by anyone directly or indirectly employed or engaged by any of them or by anyone for whose acts any of them may be liable.

(i) claims under workers' or workmen's compensation, disability benefit, and other similar employee benefit acts;

(ii) claims for damages due to bodily injury, occupational sickness or disease, or death of its employees;

(iii) claims for damages due to bodily injury, sickness or disease, or death of any person other than employees;

(iv) claims for damages, insured by usual personal injury liability coverage, which are sustained: (1) by any person as a result of an offence directly or indirectly related to the employment of such person by Developer, and (2) by any other person;

(v) claims for damages, other than to the construction of the Project, because of injury to or destruction of property, including loss of use therefrom; and

(vi) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The liability insurance set forth above shall be written for not less than \$1,000,000 per person and \$2,000,000 per occurrence, or in such greater amounts as may be required by law. A certificate of insurance for this coverage naming the Borough of Montvale as an additional insured shall be filed with the Borough prior to the commencement of any work on the Project. The certificate of insurance shall contain a provision that coverages afforded under the policy or policies will not be cancelled until at least thirty (30) days prior written notice has been given to the Borough.

(b) Property Insurance. Developer shall purchase and at all times maintain property insurance for the Project to the full insurable value thereof. Such insurance shall insure

against the perils of fire and extended coverage and shall include “all risk” insurance for physical loss or damage including without duplication of coverage, theft, vandalism, and malicious mischief. Developer shall file a copy of all policies with the Borough prior to commencement of construction of the Project.

(c) (Omitted).

(d) Builder’s Risk Insurance. During the entire period of construction (deemed to be from the first commencement of any site work up to and through the issuance of the Certificate of Occupancy) Developer shall purchase and at all times maintain adequate builder’s risk insurance policies for the Project, to the full insurable value thereof. Such builder’s risk policies shall provide the broadest coverage permitted in the State of New Jersey. Developer shall file a true copy of the builder’s risk policy or a certificate of insurance thereof with the Borough prior to commencement of construction of the Project.

3.14. Developer’s Contingencies. Notwithstanding any other provision of this Agreement to the contrary, Developer will not be obligated and will not be liable in any manner for the failure to:

(1) Accept any unreasonable development risk or give any guaranty not normally accepted or given by Developer consistent with its affordable housing development business practice.

(2) Complete the Closing of required financing for the Project unless funding equal to budgeted uses are firmly committed and the Project is economically feasible as to development and operation.

3.15 Developer’s Contingency. The Developer’s obligation to proceed with the Project is contingent upon: (a) Developer’s acquisition of the Site; (b) receipt of the Approvals; (c) satisfaction of the Development Contingencies pursuant to Section 12.4 of this Agreement; and (d) the execution of a Payment in Lieu of Taxes for the Project.

ARTICLE IV - OBLIGATIONS OF THE BOROUGH

4.1 Designation of Developer. Developer is hereby designated as Developer of the Site and shall have the exclusive right to develop and implement the Project in accordance with the terms and conditions of this Agreement. Except as otherwise provided in Section 10.9 herein, Developer may not assign or transfer these rights or responsibilities without the prior written authorization of the Borough which shall not be unreasonably withheld.

4.2 Obligation to Provide A PILOT. Subject to appropriate notice to the public and the public’s opportunity to be heard, and consistent with Section 3.9 of this Agreement, the Borough shall execute an Agreement for Payment in Lieu of Taxes substantially in the form attached hereto as Exhibit C or or the New Jersey Long Term Tax Exemption Law N.J.S.A. 40A:20-1, *et seq.*

4.3 **Local Fee Waivers.** The Borough shall contribute the Borough-controlled Inspection Fee, Building Permit Fees, Utility Connection Fees, Impact Fees, Recreation Fee (if applicable), application, , and permit fees. Specifically, the contribution of said fees is limited to the cost of Borough's "in-house personnel" and municipal permit fees. Any fees or costs associated with inspections, reviews undertaken or permits by third-party or outside professionals, consultants, or contractors to the Borough will be paid by the Developer and be subject to the deposit of an escrow. The Parties will cooperate to determine the value of such contributions set forth in this Section.

4.4 **[Intentionally Omitted]** .

4.5 **Obligation to Provide A Certificate Of Completion Upon Satisfaction Of Responsibilities.** If requested, the Borough shall issue a certificate ("Certificate of Completion") in recordable form to Developer upon (i) the obtaining of a Certificate of Occupancy, temporary or permanent, and proof that all labor, services, materials and supplies used in connection thereto have been paid for (or, if disputed, bonded for), and (ii) the issuance of an appropriate Certificate of Substantial Completion from the Project architect in a form deemed reasonably acceptable to the Borough that the Project has been completed.

4.6 **Survival.** Once a Certification of Completion is issued, this Agreement shall have no effect with regard to the Site or the Project. The Certificate of Completion will constitute and evidence each Party's acceptance of the other Party's performance under this Agreement, except as set forth in the Deed Restriction. Notwithstanding any expiration or termination of this Agreement, the indemnification obligations contained in Article IV of this Agreement shall continue in effect with regard to acts and omissions prior to expiration or termination of this Agreement.

4.7 **Planning Board Contingency.** This Agreement is contingent upon Developer obtaining Planning Board approvals for the construction of six (6) affordable units of very-low income disabled veterans housing.

4.8 **Obligation to Cooperate with the Developer to Close on the Construction and Permanent Financing.** The Borough shall provide such documentation as reasonably requested by the Developer in order to effectuate the financial closings necessary to construct the Project and upon completion to put in place the permanent financing. This documentation shall include but not be limited to providing estoppels certificates evidencing that the Developer is in good standing with respect to its performance in accordance with the terms of this Agreement. The closing shall occur within thirty (30) days after the New Jersey Division of Community Affairs NHTF approval to close.

4.9 **[Intentionally Omitted]**

4.10 **Obligations to Contribute Land.** The Borough will convey the Site (including existing structures "as is") to the Project Owner for \$100,000.00, free and clear of all liens, encumbrances (other than environmental restrictions), tenancies and rights of others, except the Deed restriction. The conveyance will be made at the closing of the financing for the project.

4.11 **Application Of Affordable Housing Credits.** The Parties agree that the Borough shall be permitted to count the affordable housing units that will be created in accordance with this Agreement towards the Borough's Mount Laurel fourth round affordable housing obligations. The Borough shall not be able under any circumstances to seek affordable housing credits from these units unless and until there is a firm and irrevocable commitment for all necessary sources of financing for the Project from public and private sources. The Borough can demonstrate this firm and irrevocable commitment through Developer's demonstration that it has secured all requisite funding. Developer agrees to supply the Borough all documents that may be reasonably necessary to show that it has secured the requisite funding.

4.12 **Rental Bonuses.** The Parties shall cooperate to the extent required to secure any rental bonus credits, or any other bonus credits, that may be deemed allocable to the Project.

ARTICLE V – COOPERATION AND COMPLIANCE

5.1 **Implementation of Agreement.** The Parties agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions hereof and the terms and conditions of this Agreement. To the extent feasible, the Borough shall expedite all approvals, reviews, and inspections. The Borough's obligation to cooperate shall be further conditioned upon the Developer paying and maintaining current real estate taxes and ultimately the PILOT.

5.2 **Forced Delay.** Subject to specific provisions of this Agreement, the time for performance by any Party hereunder shall be automatically extended for the period of time corresponding to the period of any delay in such performance caused by: war; insurrection; strikes; terrorism; riots; floods; earthquakes; acts of God; fires; casualties; unusually severe weather; pandemic; governmental restrictions; litigation (including suits filed by third Parties concerning or arising out of this Agreement); acts or failure to act of any public or government agency or entity (other than the acts or failure to act of the Borough); or any other causes beyond the reasonable control of the Party claiming an extension of the time to perform.

ARTICLE VIII – REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following warranties and representations, knowing, acknowledging and intending that the Borough is relying upon such representations and warranties in executing this Agreement, as follows:

8.1 **Authority.** Developer hereby represents that it has the power and authorization to enter into this Agreement, consummate the transactions contemplated hereby, and perform their respective obligations hereunder.

8.2 **Selection.** Developer acknowledges that it was selected pursuant to N.J.S.A. 40A:12-21(l) as a private sale for nominal consideration to a duly organized Urban Renewal Corporation for the purpose of constructing housing for low or moderate income persons or families or persons with disabilities. To the extent required by law, Developer shall take title to the Property by way of an duly organized Urban Renewal Corporation either presently existing or

to be formed by the Developer.

8.3 Purpose of Project. Developer warrants and represents that it will construct the Project, including six 100% affordable housing units, affordable to very-low-income households, consisting of at least one disabled head of household veteran in each Unit in accordance with the terms and conditions of this Agreement and all Approvals. Developer further warrants and represents that the six units described in this Section 8.3 are Creditworthy Units and can be counted towards the Borough's Mount Laurel fourth round affordable housing obligation set forth above.

8.4 Binding. The Developer covenants that this Agreement constitutes the legal, valid and binding obligation on it, enforceable in accordance with the terms hereof.

8.5 Financial Condition. Developer represents that it and each of its affiliates and affiliated corporations is not now, nor in the past, has been declared or adjudicated as bankrupt or is currently insolvent, and it has the financial ability and wherewithal to proceed with the approval process and with the Project as herein described.

8.6 Disclosure. As of the execution of this Agreement there is no fact known to Developer which materially affects or is anticipated to materially affect Developer's ability to construct and complete the Project.

ARTICLE IV – NOTICES

9.1 Notices. Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property (herein "Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt. All Notices shall be deemed received upon the date of deposit set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO DEVELOPER:	Nouvelle, LLC 610 Anderson Avenue Cliffside Park, New Jersey 07010 Attention: Luciano Bruni
WITH COPIES TO:	Price Meese Shulman and D'Arminio 50 Tice Blvd Woodcliff Lake, NJ 07677 Attn: Fredrick Shulman
TO THE BOROUGH:	Borough of Montvale 12 DePiero Drive

Montvale, New Jersey 07645
Attn: Borough Administrator

WITH COPIES TO:

David S. Lafferty, Esq.
Huntington Bailey, L.L.P.
373 Kinderkamack Road
Westwood, New Jersey 07675

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE X – MISCELLANEOUS

10.1 **Severability.** Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

10.2 **Successors Bound.** The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement.

10.3 **Governing Law.** This Agreement shall be governed by and construed by the internal laws of the State of New Jersey.

10.4 **No Modification.** This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

10.5 **(Omitted).**

10.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

10.7 **Voluntary Agreement.** The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

10.8 **Interpretation.** In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, the Parties agree that each party and its counsel have reviewed this Agreement and that the normal rules of construction, to the effect that any ambiguities are to

be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, or exhibits, thereto.

10.9 **Assignment.** None of the Parties may assign this Agreement without the written consent of the other Parties, not to be unreasonably withheld. Furthermore, the Developer may, upon advance notice to the Borough, but without consent of Borough, assign this Agreement to the Project Owner or other existing or to be created entities that are owned or controlled by the Developer.

10.10 **Commissions.** Each Party represents and warrants to the other that it has done nothing which would entitle any person to a brokerage commission, finder's fee, or other compensation by reason of negotiation or execution of this Agreement or the grant of any interest in property herein described; and each Party hereby agrees to indemnify and hold the other harmless against and from claims for such commission, fee, or compensation based upon the action by such Party.

10.11 **Attorney's Fees.** Except as otherwise provided herein, the Borough and Developer acknowledge and agree that in the event of any dispute between the Parties with respect to the subject matter of this Agreement, each Party in any such action shall be responsible for its own costs and expenses as well as its attorney's fees.

10.12 **Captions.** Marginal captions and titles to this Agreement are for convenience and reference only and are in no way to be construed as defining, limiting, or modifying the scope or intent of the various provisions of this Agreement.

10.13 **Validity.** If any provision of this Agreement shall be held to be invalid, void, or unenforceable, the Parties shall, within thirty (30) days of such determination, agree to reconstruct this Agreement so as to carry out the intent of this Agreement and to keep each of the Parties in the same relative position. In the event the Parties are unable to so agree, the remaining provisions hereof shall in no way be affected or impaired, and such remaining provisions shall remain in full force and effect.

10.14 **(Omitted).**

10.15 **No Partnership.** Nothing in this Agreement shall create a partnership or joint venture between the Parties and, except as herein expressly provided to the contrary the Parties expressly disclaim and waive any right to share in each other's profits or losses and any right to act by or on behalf of each other.

10.16 **Waiver.** Unless otherwise expressly specified herein, failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these provisions.

10.17 **Recording.** This Agreement shall not be lodged for recording in any public recording office in the State of New Jersey, provided, however, that a short form memorandum hereof, duly executed and acknowledged by the Parties hereto, may be recorded by either Party at the expense of such Party. After the Deed Restriction provided for in this Agreement has been

duly recorded, the recorded memorandum hereof (if any) will be removed of record.

10.18 **Consents.** Whenever this Agreement requires the consent of the other Party for action to be taken by the Party wishing to act, such consent shall not be unreasonably withheld, delayed or continued. Both Parties agree to act reasonably relative to their performance hereunder.

10.19 **Waiver of Trial by Jury.** The Parties hereto waive their right to trial by jury in any action arising hereunder or related hereto.

ARTICLE XI – BOROUGH TERMINATION RIGHTS

11.1 **Additional Termination Rights of Borough.** In addition to the rights and remedies set forth in this Agreement, the Borough shall have the right to terminate this Agreement prior to the commencement of construction upon written notice to Developer, notwithstanding the occurrence of an uncontrollable circumstance Prior to such termination, the Borough shall provide Developer with notice in accordance with Section 12.1(c) herein and shall not terminate this Agreement unless Developer fails to commence construction as provided in Section 12.1(c).

ARTICLE XII - EVENTS OF DEFAULT AND REMEDIES

12.1 **Events of Default.** Any one or more of the following shall constitute an Event of Default hereunder, unless such event results from the occurrence of an uncontrollable circumstance, such as an act of God (lightning, blizzards, hurricanes, etc.), man-made disasters (an explosion, nuclear radiation, etc.), a Federal or State court order, a delay caused by not getting a governmental approval, a strike or similar labor action, or any of the events listed in Section 7.3:

(a) Failure of the Developer or the Borough to observe and perform any covenant, condition or provision in this Agreement and continuance of such failure for a period of thirty (30) days, after receipt by the Party of written notice from the other Party specifying the nature of such failure and requesting that such failure be remedied (“Default Notice”); provided however that in the event any such default is not capable of being cured within said period, then provided that the defaulting Party has diligently commenced a cure within such period, the cure period shall be extended for an additional period of time necessary to allow Developer to effect the cure.

(b) The Developer shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Developer; (iii) the Developer (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Developer has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; (v) the Developer shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Developer and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Developer under the Bankruptcy Code; or (viii) an order, judgment or decree shall have been entered, without the application, approval or consent of the Developer by any court of competent

jurisdiction appointing a receiver, trustee, custodian or liquidator of the Developer or a substantial part of its assets and such order, judgment or decree shall have continued un-stayed and in effect for any period of ninety (90) consecutive days.

(c) The Developer shall fail to satisfy its obligations with respect to the timely construction of the Project in accordance with this Agreement, following the issuance of any Approvals required to do so, or shall abandon or substantially suspend construction work, and any such failure, abandonment or suspension shall not be cured, ended, or remedied within ninety (90) days after receipt of the Default Notice from the Borough, provided, however, if the default or violation is one which cannot be completely remedied within ninety (90) days after receipt of the Default Notice, it shall not be an Event of Default as long as the defaulting Party is proceeding with due diligence to remedy the same.

(d) The Developer shall otherwise default in or violate its obligations with respect to this Agreement and any such default or violation shall not be cured, ended, or remedied within ninety (90) days after receipt of the Default Notice from the Borough; provided however that in the event any such default is not capable of being cured within said period, then provided that Developer has diligently commenced a cure within such period, the cure period shall be extended for an additional period of time necessary to allow Developer to effect the cure.

(e) The Developer or any successor Developer shall fail to pay any real estate taxes as required by the PILOT Agreement or assessments with respect to the Site. based upon normal taxation process.

(f) The occurrence of any action or inaction by the Developer which nullifies, terminates, delays or endangers the Creditworthiness for any of the four affordable residential units within the Project or the Borough 's entitlement to credits and rental bonuses for the four affordable units contemplated by this Agreement and any such default, nullification, termination, delay, endangerment or violation shall not be cured, ended, or remedied within ninety (90) days after receipt of the Default Notice from the Borough; provided however that in the event any such default is not the fault of the Borough and is not capable of being cured within said period, then provided that Developer has diligently commenced a cure within such period, the cure period shall be extended for an additional period of time necessary to allow Developer to effect the cure.

(g) Intentionally omitted.

12.2 Remedies Upon Event of Default.

(a) Termination or Institution of Lawsuit. In the event of an Event of Default by any Party hereto, the non-defaulting Party shall provide notice of the default to the other Party. The Party accused of default shall have 30 days either to agree or dispute the claim of default. If the Party accused of default disputes the default, then the non-defaulting Party may terminate this Agreement upon a final un-appealable judgment of a Court having jurisdiction over this matter and/or may institute whatever action, at law or in equity, it may deem desirable, including the seeking of actual damages related solely to the Project.

(b) Additional Remedies in the Event of Default. In the event of an Event of Default, in addition to the right to terminate the Agreement, the Borough may implement any or all of the following remedies:

(i) Suspension of cooperation with Developer pursuant to the terms of this Agreement;

(ii) Suspension of the review and/or approval process of any application or submission related to any Approvals;

(iii) Additional Remedies of the Borough in the Event of Termination of the Agreement. In the event that this Agreement is terminated by the Borough, the Developer's designation as the Developer of the Project shall in that event automatically terminate.

12.3 No Waiver of Rights and Remedies by Delay. Any delay by an aggrieved Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved Party of such rights or limit the aggrieved Party's rights in any way. It is the intent of this provision that the Parties' rights under this Agreement shall not be unduly abridged by concepts of waiver, laches, or otherwise, so that the Parties may enforce their rights while it is still possible to resolve the problems created by the default involved. Nor shall any waiver in fact made by the aggrieved Party with respect to any specific default by the defaulting Party under this Agreement be considered or treated as a waiver of the rights of the aggrieved Party with respect to any other defaults by the defaulting Party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

12.4 Termination by Developer due to Infeasibility.

(a) The Parties agree that the following matters are conditions precedent to the Developer's ability to proceed with the Project and to fulfill the terms and conditions of this Agreement. The Parties' ability to perform responsibilities hereunder is substantially contingent upon actions by third Parties over which the Developer and the Borough have limited or no control, or upon factual circumstances which cannot be determined as of the date of this Agreement ("**Development Contingency or Contingencies**"). Accordingly, the Agreement is subject to the satisfaction of the following Development Contingencies unless waived by a Party in writing:

- i. The investment of equity at projected rates;
- ii. The making of private loans under projected terms and conditions;
- iii. The provision of all projected assistance, including grants, loans and land transfers from other governmental bodies;
- iv. The successful elimination from the Site of Hazardous Materials or the successful elimination or control of adverse geotechnical conditions.

v. The receipt of all necessary Approvals and permits, in final and non-appealable form;

vi. The continuation of law, regulations and policy at least as favorable to development in general, and to the Project in particular as they current exist.

vii. The receipt of the various financing commitments in the amounts required and on terms and conditions that would normally be acceptable to a prudent developer of affordable housing in a similar marketplace and for a project similar to the Project.

viii. The provision by Developer of a financially feasible Concept Plan that includes terms that are reasonable to the Developer and of which the Borough approves.

(b) If a Development Contingency is not satisfied after all reasonable efforts by the Developer and the Borough to cause it to occur in a manner generally consistent with the Concept Plan, the Parties will consider, in good faith, a revision of this Agreement by extending deadlines, revising budgets or goals or as otherwise agreed. If a Development Contingency described above is not satisfied due to causes beyond the reasonable control of the Developer and the Borough and the Parties cannot, after a good faith effort, agree on the means to remedy it, then the Developer or the Borough may opt to withdraw from this Agreement with regard to any or all of the Project which has not yet reached Closing, by written notice delivered to the other Party. Such withdrawal shall not be a Borough or Developer Event of Default, and the Parties shall have such rights and remedies pursuant to this Section 12.4.

(c) If the Parties cannot, within one hundred twenty (120) days after the Developer provides the Borough with written notice that a Development Contingency has not been satisfied, agree to amend the Concept Plan(s), it shall be deemed an "Event of Infeasibility." Upon the occurrence of an Event of Infeasibility, this Agreement may be terminated by the Borough or the Developer by written notice, one to the other, of its desire to terminate this Agreement and delivery to the Borough of all work products produced by the Borough under or in connection with this Agreement ("Termination for Infeasibility"). Following a Termination for Infeasibility, the Developer shall promptly thereafter vacate the Development site and cooperate in good faith with the Borough to achieve an orderly transition of management.

(d) In the event of a Termination for Infeasibility as provided herein, neither Party shall have any liability to the other pursuant to this Agreement except that (i) the Developer shall deliver all work product produced by the Borough in connection with this Agreement to the Borough; and (ii) all indemnifications contained in this Agreement herein shall continue in effect with regard to acts or omissions prior to termination. If and when the Borough determines in its reasonable discretion that it is able to use such work product or documentation in the performance of any future work on the Project, then the Borough shall reimburse the Developer the amount of any actual third Party costs expended by the Developer for such usable work product and documentation delivered to the Borough, which obligation will survive termination of this Agreement. In no event shall the Borough reimburse the Developer for any work product or documentation that it is unable to use in the performance of any future work on the Project.

ARTICLE XIII - EXHIBITS AND SCHEDULES

13.1 **Schedules.** Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

ARTICLE XIV - ENTIRE AGREEMENT

14.1 **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

ARTICLE XV - CONFLICT OF INTEREST

15.1 **Conflict of Interest.** No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

ARTICLE XVI INDEMNIFICATION

16.1 Developer shall indemnify, defend and hold harmless the Borough, its officials, agents, attorneys and representatives harmless from any claims, lawsuits, judgments or other losses for personal injury, death or other casualty, losses, arising directly or indirectly, in connection with the construction or operation of the Project.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed and their corporate seals where applicable) affixed and as of the day and year set forth above.

Witness/Attest:

Nouvelle, LLC

By: _____
Luciano Bruni, Managing Member

Dated: _____, 2023

Witness/Attest:

Borough of Montvale

By: _____
Mayor Michael Ghassali

Dated: _____, 2023

EXHIBIT A

Concept Plan

EXHIBIT B

Approvals

EXHIBIT C

Agreement for Payment In Lieu of Taxes

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	\$3,097,507.64	Bill List Wire 3/14/2023
	<u>304,265.63</u>	Wires/Manual Checks
Current TOTAL	3,401,773.27	
Capital	48,544.50	Bill List Wire 3/14/2023
Escrow	23,195.38	Bill List Wire 3/14/2023
Unemployment Trust	2,588.69	Bill List Wire 3/14/2023
Housing Trust	2,133.01	Bill List Wire 3/14/2023
Open Space Trust	400.00	Bill List Wire 3/14/2023
General Trust	500.00	Bill List Wire 3/14/2023
Recreation Trust	1,975.61	Bill List Wire 3/14/2023
Dog Trust	132.00	Bill List Wire 3/14/2023

This resolution was adopted by the Mayor and Council of Montvale at a meeting held on 3/14/23

Introduced by: _____

Approved: 3/14/23

Seconded by: _____

Michael Ghassali, Mayor

ATTEST:

Frances Scordo, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
March 14, 2023

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Vendor/Transaction</u>	<u>Amount</u>
WIRE		2/28/23	Payroll Account-Current	190,087.71
WIRE		2/28/23	Salary Deduction Account	110,077.92
WIRE		2/28/23	FSA Account	100.00
2920	22-01129	3/1/23	CMRS-FP (postage)	4,000.00
Total				<u><u>304,265.63</u></u>

P.O. Type: All
 Range: First to Last
 Format: Condensed
 Vendors: All
 Rcvd Batch Id Range: First to Last
 Include Non-Budgeted: Y
 Open: N Paid: N Void: N
 Rcvd: Y Held: Y Aprv: N
 Bid: Y State: Y Other: Y Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00019	MUNICIPAL CAPITAL CORPORATION								
		23-00090	01/13/23	COPY MACHINE LEASE - MAILROOM	Open	399.00	0.00		B
		23-00091	01/13/23	COPY MACHINE LEASE - POLICE	Open	179.00	0.00		B
		23-00092	01/13/23	WIDE FORMAT COLOR COPIER	Open	444.00	0.00		B
						1,022.00			
00027	BT SPECIALTIES								
		23-00310	02/21/23	name plates	Open	72.00	0.00		
00064	MUNNOS ITALIAN DELI								
		23-00336	02/24/23	luncheon MIA	Open	1,190.87	0.00		
00071	SUEZ WATER NEW JERSEY								
		23-00327	02/22/23	10003825412222 VEOLIA FEB.	Open	15,646.30	0.00		
00097	CABLEVISION								
		23-00329	02/22/23	07873-199375-01-1 OPTIMUM	Open	194.98	0.00		
		23-00375	03/07/23	07873-240495-01-05 OPTIMUM	Open	236.23	0.00		
		23-00376	03/07/23	07873-218840-01-0 OPTIMUM	Open	21.06	0.00		
						452.27			
00104	MONTVALE BOARD OF EDUCATION								
		23-00003	01/03/23	2023 LOCAL SCHOOL TAXES	Open	1,461,254.00	0.00		B
00113	FEDICK, ANDREW								
		23-00361	03/03/23	REIMB FEDICK MPD CAR REG	Open	180.00	0.00		
00116	VERIZON								
		23-00355	03/02/23	651-285-414-0001-73 VERIZON	Open	286.88	0.00		
00118	NJ STATE LEAGUE OF								
		23-00334	02/23/23	Ad for Prosecutor	Open	210.00	0.00		
00125	NORTHWEST BERGEN REGIONAL								
		23-00158	01/20/23	2023 HEALTH SERVICES	Open	5,237.00	0.00		B
00137	PASCACK VALLEY REGIONAL HS DST								
		23-00002	01/03/23	2023 REGIONAL SCHOOL TAXES	Open	1,207,879.17	0.00		B
00146	PSE&G CO.								
		23-00363	03/06/23	PSE&G - JANUARY 2023	Open	7,652.86	0.00		
00215	TOWNSHIP OF RIVER VALE								
		23-00085	01/13/23	2023 PASCACK VALLEY DPW	Open	158,843.21	0.00		B
00258	ROCKLAND ELECTRIC COMPANY								
		23-00371	03/07/23	ROCKLAND ELECTRIC - FEBRUARY	Open	37,595.57	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00320	NEW JERSEY ELEVATOR INSPECTION	23-00293	02/16/23	REFUND OF BID DEPOSIT	Open	500.00	0.00		
00329	NJ STATE DEPT. OF HEALTH	23-00347	02/28/23	STATE DOG LICENSE FEE	Open	132.00	0.00		
00355	BERGEN CTY POLICE CHIEFS ASSOC	23-00131	01/18/23	CHIEF ANNUAL MEMBERSHIP	Open	645.00	0.00		
00375	BOROUGH OF PARK RIDGE	23-00311	02/21/23	LOSAP 2022 TRIBORO AMBULANCE	Open	11,366.67	0.00		
		23-00331	02/23/23	TRI-BORO FUEL JANUARY 2023	Open	4,730.79	0.00		
						<u>16,097.46</u>			
00406	RUTGERS, STATE UNIVERSITY NJ	23-00308	02/17/23	STRATEGIC MUNICIPAL BUDGETING	Open	144.00	0.00		
00409	FLANAGAN PRODUCTIONS, LLC	23-00232	02/02/23	BASIC NEWSLETTER LAYOUT	Open	1,425.00	0.00		
00471	ASSOC. OF NJ ENVIRONMENTAL COMM	23-00312	02/21/23	2023 MEMBERSHIP DUES FOR ANJEC	Open	540.00	0.00		
00502	BOROUGH OF HILLSDALE	23-00213	01/31/23	CHILD HEALTH CONFER. 1 CHILD	Open	35.00	0.00		
00548	THE FUNPLEX	23-00328	02/22/23	SPLASHPLEX TRIP DEPOSIT	Open	1,025.00	0.00		
00554	BERGEN MUNI. EMPL. BENEFITS FUND	23-00166	01/23/23	2023 HEALTH BENEFITS	Open	68,368.00	0.00		B
00656	STATE OF NJ DEPT OF LABOR W/F	23-00156	01/20/23	UNEMPLOYMENT BENEFITS	Open	2,588.69	0.00		
00699	ATLANTIC TOMORROWS OFFICE	22-00195	01/27/22	2022 MAINTENANCE CONTRACT	Open	1,187.36	0.00		B
		23-00221	02/02/23	PD COPY USAGE	Open	26.02	0.00		
						<u>1,213.38</u>			
00723	RAPID PUMP & METER SERVICE CO.	22-01293	10/13/22	BACK UP PUMPS/SANITARY SEWER	Open	48,544.50	0.00		B
00730	BOGGIA, BOGGIA, BETESH	22-00112	01/18/22	2022 LEGAL FEES	Open	6,000.90	0.00		B
		23-00275	02/13/23	AFFORDABLE HOUSING	Open	883.50	0.00		
						<u>6,884.40</u>			
00731	COLLIER'S ENGINEERING & DESIGN	22-01410	11/03/22	MONTVALE MASTER PLAN	Open	1,048.75	0.00		B
		22-01527	11/29/22	2022-2023 AFFORDABLE HOUSING	Open	647.50	0.00		B
		23-00149	01/19/23	2023 GENERAL ENGINEERING SVCS.	Open	4,810.00	0.00		B
		23-00151	01/19/23	2023 BOROUGH PLANNER	Open	185.00	0.00		B

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00731	COLLIER'S ENGINEERING & DESIGN			Continued					
		23-00285	02/14/23	MUNICIPAL ENGINEERING REVIEW	Open	3,607.50	0.00		
		23-00286	02/14/23	MUNICIPAL ENGINEERING REVIEW	Open	11,377.50	0.00		
		23-00287	02/14/23	MUNICIPAL ENGINEERING REVIEW	Open	1,972.13	0.00		
		23-00288	02/14/23	MUNICIPAL ENGINEERING REVIEW	Open	1,110.00	0.00		
		23-00297	02/16/23	MUNICIPAL ENGINEERING REVIEW	Open	1,017.50	0.00		
		23-00300	02/16/23	MUNICIPAL PLANNING REVIEW	Open	120.00	0.00		
		23-00305	02/17/23	MUNICIPAL PLANNING REVIEW	Open	231.25	0.00		
		23-00309	02/17/23	MUNICIPAL PLANNING REVIEW	Open	483.00	0.00		
						<u>26,610.13</u>			
00762	HARBORTOUCH								
		23-00313	02/21/23	CREDIT CARD PROCESSING COURT	Open	87.82	0.00		
00801	WESTPHAL WASTE SERVICES, INC.								
		23-00254	02/08/23	2023 GARBAGE COLLECTION	Open	69,250.00	0.00		B
00999	AMAZON.COM SERVICES, INC.								
		23-00214	01/31/23	recreational supplies	Open	305.61	0.00		
		23-00291	02/15/23	Recreation and Finance Supplie	Open	87.40	0.00		
						<u>393.01</u>			
01007	WESTWOOD CAR WASH								
		23-00229	02/02/23	PD CAR WASH BOOKLETS	Open	240.00	0.00		
01020	WORLD INSURANCE ASSOCIATES, LLC								
		23-00354	03/02/23	2023 P.I.A. CONSULTANT BENEFIT	Open	3,669.00	0.00		B
01121	WOODLAND HEIGHTS HOA, INC.								
		22-00562	04/27/22	2022 SNOW & LIGHTING MAXIMUM	Open	1,446.59	0.00		
01123	ENCLAVE AT MONTVALE								
		22-00552	04/26/22	2022 SNOW & LIGHTING MAXIMUM	Open	2,636.00	0.00		
01132	COOPERATIVE COMMUNICATIONS, INC.								
		23-00203	01/30/23	2023 BORO PHONE 201-391-5700	Open	2,063.19	0.00		B
01144	METICULOUS CLEANING SERVICES								
		23-00330	02/23/23	FIRE HOUSE CLEANING FEBRUARY	Open	285.00	0.00		
01190	CARBONITE, INC.								
		23-00345	02/28/23	CARBONITE SAFE POWER 2 YEAR PD	Open	3,331.78	0.00		
01211	TURN OUT UNIFORMS & CO.								
		23-00247	02/07/23	GARRAN CLOTHING ALLOWANCE	Open	178.98	0.00		
		23-00319	02/21/23	HANNA CLOTHING ALLOWANCE	Open	100.00	0.00		
						<u>278.98</u>			
01223	ELECTRICAL POWER SYSTEMS INC.								
		22-01208	09/27/22	FIREHOUSE GENERATOR REPAIR	Open	2,780.30	0.00		
01227	PIAZZA & ASSOCIATES, INC.								
		22-00116	01/18/22	2022 AFFORDABLE HOUSING SVCS.	Open	2.01	0.00		B

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01227	PIAZZA & ASSOCIATES, INC.								
		23-00282	02/14/23	2023 AFFORDABLE HOUSING SVCS	Open	600.00	0.00		B
						602.01			
01241	ALMAGASA CORP.								
		23-00318	02/21/23	SITE PLAN REVIEW DINNER	Open	108.53	0.00		
01367	VLADICK, MATTHEW								
		23-00323	02/21/23	REIMB CLOTHING ALLOWANCE	Open	105.00	0.00		
01391	MONTVALE PROPERTY MNGT.LLC								
		23-00295	02/16/23	ESCROW REFUND (1902/12)	Open	2,430.00	0.00		
01464	SURENIAN, EDWARDS & NOLAN								
		22-00119	01/18/22	2022 SPECIAL COUNSEL	Open	3,563.00	0.00		B
01525	MILLENNIUM STRATEGIES, LLC								
		23-00073	01/12/23	GRANT WRITING CONSULTING SVCS.	Open	1,300.00	0.00		B
01624	CMRS-FP								
		23-00324	02/21/23	TAX DEPARTMENT POSTAGE	Open	174.00	0.00		
01643	LORANGER, LISA								
		23-00342	02/27/23	MAILCHIMP REIMBURSEMENT	Open	100.00	0.00		
01680	WEGMANS BUSINESS								
		23-00340	02/27/23	mia retirement	Open	121.75	0.00		
01752	DILAURI, RUSSEL								
		23-00333	02/23/23	REIMB TRAINING CONFERENCE	Open	599.00	0.00		
01760	UNITED PARCEL SERVICE								
		23-00359	03/03/23	F047X6 UPS- FEBRUARY 2023	Open	206.94	0.00		
01882	PRESTIGE BUSINESS PRODUCTS, INC								
		23-00271	02/10/23	toners-tax collector	Open	350.00	0.00		
01963	LAWYERS DIARY AND MANUAL								
		23-00205	01/30/23	2023 LAWYERS DIARY	Open	129.00	0.00		
02009	TREESCAPE AERIAL ADVENTURE PRK								
		23-00314	02/21/23	ADVENTURE CAMP TRIP	Open	645.00	0.00		
02056	LERCH, VINCI & HIGGINS, LLP								
		23-00326	02/22/23	PREPARE ANNUAL DEBT STATEMENT	Open	500.00	0.00		
02141	REGAN, ROBERT T., ESQ.								
		23-00346	02/28/23	ESCROW PAYMENTS	Open	487.50	0.00		
02505	VITALANT								
		23-00296	02/16/23	ESCROW REFUND (2904/3)	Open	359.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02559	INS.DESIGN ADMINSTRATORS	23-00056	01/06/23	2023 VISION BENEFITS	Open	585.00	0.00		B
02757	TYCO ANIMAL CONTROL SERVICES	23-00255	02/08/23	2023 GEESE CONTROL SERVICES	Open	400.00	0.00		B
		23-00256	02/08/23	2023 ANIMAL CONTROL SERVICES	Open	920.00	0.00		B
						<u>1,320.00</u>			
03060	TRI-STATE TECHNICAL SERVICES	23-00113	01/17/23	2023 ADOBE SOFTWARE/DROPBOX	Open	39.38	0.00		B
		23-00114	01/17/23	2023 MICROSOFT WEB EXCHANGE	Open	448.00	0.00		B
		23-00193	01/27/23	2023 COMPUTER MAINTENANCE	Open	790.42	0.00		B
		23-00335	02/23/23	ZOOM MONTHLY CHARGE COURT	Open	17.05	0.00		
						<u>1,294.85</u>			
03084	WESLEY SICOMAC DAIRY	23-00273	02/10/23	2023 MILK DELIVERY	Open	35.56	0.00		B
03215	UNUM LIFE INSURANCE	23-00005	01/03/23	2023 LIFE INSURANCE	Open	242.70	0.00		B
03589	DELL MARKETING LP	22-01555	12/01/22	DELL LAPTOP -ADMIN	Open	1,196.65	0.00		
03666	VERIZON -3070534	23-00338	02/24/23	450-001-742-0001-13 VERIZON	Open	63.90	0.00		
03727	STAPLES INC	22-01603	12/08/22	office supplies	Open	282.11	0.00		
		23-00006	01/03/23	office supplies	Open	427.29	0.00		
		23-00249	02/08/23	office supplies	Open	62.22	0.00		
		23-00258	02/08/23	office supplies	Open	187.69	0.00		
		23-00262	02/09/23	Office Supplies	Open	79.04	0.00		
		23-00283	02/14/23	office supplies	Open	170.47	0.00		
		23-00298	02/16/23	bldg dept supplies office	Open	81.37	0.00		
						<u>1,290.19</u>			
03991	MALESZEWSKI, KRYSYIAN	23-00316	02/21/23	REIMB MEAL TRAINING	Open	73.23	0.00		
		23-00362	03/03/23	REIMB CLOTHING ALLOWANACE	Open	357.66	0.00		
						<u>430.89</u>			
<hr/> <p>Total Purchase Orders: 99 Total P.O. Line Items: 0 Total List Amount: 3,176,976.83 Total Void Amount: 0.00</p> <hr/>									

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND 2022	2-01	32,034.35	0.00	32,034.35	0.00	0.00	32,034.35
CURRENT FUND 2023	3-01	3,065,473.29	0.00	3,065,473.29	0.00	0.00	3,065,473.29
CAPITAL FUND	C-04	48,544.50	0.00	48,544.50	0.00	0.00	48,544.50
BOA ESCROW ACCOUN	E-08	23,195.38	0.00	23,195.38	0.00	0.00	23,195.38
OTHER TRUST ACCOU	T-03	2,633.01	0.00	2,633.01	0.00	0.00	2,633.01
DOG TRUST ACCOUNT	T-12	132.00	0.00	132.00	0.00	0.00	132.00
UNEMPLOYMENT TRUS	T-13	2,588.69	0.00	2,588.69	0.00	0.00	2,588.69
OPEN SPACE TRUST	T-14	400.00	0.00	400.00	0.00	0.00	400.00
RECREATION TRUST	T-19	<u>1,975.61</u>	<u>0.00</u>	<u>1,975.61</u>	<u>0.00</u>	<u>0.00</u>	<u>1,975.61</u>
Year Total:		<u>7,729.31</u>	<u>0.00</u>	<u>7,729.31</u>	<u>0.00</u>	<u>0.00</u>	<u>7,729.31</u>
Total of All Funds:		<u>3,176,976.83</u>	<u>0.00</u>	<u>3,176,976.83</u>	<u>0.00</u>	<u>0.00</u>	<u>3,176,976.83</u>

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 83-2023**

RE: A Resolution Supporting the County of Bergen’s Recommendation to Decrease the Speed Limit on Grand Avenue Between Spring Valley Road and Chestnut Ridge Road to 40 MPH

WHEREAS, as a result of a series of accidents on Grand Avenue, the County of Bergen conducted a Speed Limit Evaluation for Grand Avenue between Pascack Road and Chestnut Ridge Road; and

WHEREAS, said investigation resulted in a recommendation from the County to decrease the speed limit on Grand Avenue between Spring Valley Road and Chestnut Ridge Road to 40 mph, down from the current 45 mph; and

WHEREAS, the Borough Council has discussed this matter with its Engineer and Police Chief and concurs with the recommendation of the County; and

WHEREAS, the County of Bergen has requested written confirmation and an endorsing resolution from the Borough in order to alter the speed limit as outlined above.

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

1. The Borough of Montvale does hereby endorse and express its support for the County of Bergen’s plan to lower the speed limit on Grand Avenue between Spring Valley Road and Chestnut Ridge Road to 40 mph.
2. A copy of this Resolution shall be sent to the County of Bergen by the Borough Clerk.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Cudequest							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

Adopted: March 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

Change of Mayor/Council Public Meeting Dates as follows:

FROM - Tuesday

TO - Thursday

April 11

April 13

May 9

May 11

June 13

June 15

July 11

July 13

August 8

August 10

September 12

September 14

October 10

October 12

October 31

October 24 (Tuesday)

November 14

League Conference

December 12

December 14

Possible time change to 8:00pm on Thursday meetings only



COUNTY OF BERGEN
DEPARTMENT OF PUBLIC WORKS
MOSQUITO CONTROL DIVISION
220 E. Ridgewood Ave – Suite 203. • Paramus, N.J. 07653
(201) 634-2880/2881 • Fax (201) 634-2888

James J. Tedesco III
County Executive

Warren Staudinger
Mosquito Control Director

February 16, 2023

Dear Sir/Madam:

On occasion, the Bergen County Mosquito Control Division conducts aerial spraying for mosquito larvae in your town during the mosquito breeding months. We are required, by law, to receive from your borough a letter granting us permission to perform this service as needed throughout the summer months.

Would you please furnish us with a letter granting us permission no later than March 31, 2023 for our mosquito season of 2023.

If you should have any questions regarding this matter, please do not hesitate to contact me at 201-634-2881 or by email to my office staff at: NBrown@co.bergen.nj.us .

Sincerely,

A handwritten signature in cursive script that reads "Warren Staudinger".

Warren Staudinger
Division Director

WS:nb