

**AGENDA**  
**WORK SESSION MEETING**  
**BOROUGH OF MONTVALE**  
**Mayor and Council Meeting**  
**March 8, 2016**

**Budget Meeting 6:00 P.M**  
**Closed Executive Session 6:30 – 7:30 p.m.**  
**Meeting to Commence 7:30 P.M.**

**CLOSED/EXECUTIVE SESSION:**

Motion to move into Executive Session as provided for by Resolution No. 15-2016 adopted on January 3, 2016 and posted on the bulletin board in the Municipal Building:

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

1. Council On Affordable Housing/COAH
2. Montvale Public Employees Association

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

**ROLL CALL:**

Councilmember Curry	Councilmember Lane
Councilmember Koelling	Councilmember Talarico
Councilmember LaMonica	Councilmember Weaver

**Report/Pascack Valley DPW/R. Campanelli, Superintendent**

**54A-2016 Resolution:** Temporary Capital Budget

**ORDINANCES:**

**PUBLIC HEARING ORDINANCE NO. 2016-1408** AN ORDINANCE AMENDING CHAPTER 128, ENTITLED "ZONING," ARTICLE V, "DISTRICT REGULATIONS," OF THE BOROUGH OF MONTVALE CODE IN ORDER TO PROHIBIT CERTAIN NON-COMMERCIAL USES AND TO PERMIT NURSING HOMES IN THE OFFICE-RESEARCH ZONE DISTRICTS

**Planning Board Comments/Recommendations**

**INTRODUCTION ORDINANCE NO. 2016-1409** BOND ORDINANCE PROVIDING FOR THE CONSTRUCTION OF A FIREHOUSE IN AND BY THE BOROUGH OF MONTVALE, IN THE COUNTY OF BERGEN, NEW JERSEY, APPROPRIATING \$5,100,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$4,855,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF.

(Public Hearing 3/29/16) – Repeated due to newspaper publication/Bond Council requirement)

**MEETING OPEN TO PUBLIC:**

Agenda Items Only

**MEETING CLOSED TO PUBLIC:**

Agenda Items Only

**MINUTES:**

February 23, 2016

**MINUTES CLOSED/EXECUTIVE SESSION:**

February 23, 2016

**RESOLUTIONS:**

- 55-2016 Authorize Release of Escrow/ Block 1903/Lot 7/Great A&P Tea Company
- 56-2016 Appointment Regular Member / Montvale Fire Department / Curt A. Alemany
- 57-2016 Amending Resolution No. 34-2015 Setting Forth Recreational Programs Fees Year 2016
- 58-2016 Awarding Professional Service Contract/Planning Services/Master Plan Review/& Amendment For The OR-3 & O4-Zones/Municipal Planner/D.Green/Maser Consulting LLC
- 59-2016 Emergency Temporary Appropriations
- 60-2016 A Resolution Authorizing a Shared Services Agreement with the County of Bergen for Short Term Emergency Sharing of Fire Apparatus
- 61-2016 Authorize Execution of Agreement with Katy Homeowners Association / Municipal Service Agreement

**BILLS:****REPORT OF REVENUE:****COMMITTEE REPORTS:****ENGINEER'S REPORT:**

Andrew Hipolit  
Report/Update

- a. Authorize Receipt of Bids/Pascack Brook/Eagle Ridge Sanitary Sewer/Grant Funding Reimbursement \$149,000

**ATTORNEY REPORT:**

Philip Boggia, Esq.  
Report/Update

**UNFINISHED BUSINESS:**

- a. Tabled Ordinance Amending & Supplementing The Borough Code By Adding A New Chapter 55 Entitled Montvale Economic Development & Retention Commission/ Recommendation To 1<sup>st</sup> Establish Ad Hoc Committee then a Possible Standing Committee
- b. Proposed Draft Tree Ordinance/Review/Comments/Recommendations

**NEW BUSINESS:**

- a. Review Authorization/Hiring/Summer Camp Assistant Directors/Submission/J. Freeman Recreation Director

**COMMUNICATION CORRESPONDENCE:**

None.

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

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

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

The next Meeting of the Mayor and Council will be held March 29, 2016 at 7:30 p.m. which includes BUDGET INTRODUCTION

The Borough of Montvale will hold a Meeting for a session to discuss any item, issue or comments from the general public they wish to discuss. This session will be held on Thursday, March 31<sup>st</sup> 2016 at 7:00 p.m. at The Borough of Montvale, 12 Mercedes Drive, Council Chambers. A quorum of the Governing Body may exist.

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

All M & C Meetings Are Subject To Additions, Deletions and Amendments – Resolution No.11-2016

# RESOLUTION 54A-2016

WHEREAS, a capital budget for the year 2016 has not been approved and,

WHEREAS, it is desired to introduce a capital ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Montvale that the following temporary capital budget for the year 2016 be approved:

RECORDED VOTE  
(Insert last names)

Ayes

(  
(  
(  
(  
(

Nays

(  
(  
(  
(  
(

Abstain  
Absent

(  
(  
(  
(  
(

## CAPITAL BUDGET (Current Year Action) 2016

### Planned Funding Services for Current Year 2016

Project	Estimated Total Cost	Amounts Reserved In Prior Years	2016 Budget Appropriation	Capital Improvement Fund	Capital Surplus	Grants In Aid and Other Funds	Debt Authorized	To Be Funded In Future Years
Construction of a Firehouse	\$5,100,000.00			\$245,000.00			\$4,855,000.00	
<b>Total All Projects</b>	<b>\$5,100,000.00</b>			<b>\$245,000.00</b>			<b>\$4,855,000.00</b>	

## 3 - YEAR CAPITAL PROGRAM 2016 - 2018 ANTICIPATED PROJECT SCHEDULE AND FUNDING REQUIREMENT

<u>Project</u>	<u>Estimated Total Cost</u>	<u>Estimated Completion Time</u>	<u>Funding Amounts Per Year</u>					
			<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Construction of a Firehouse	\$5,100,000.00		\$5,100,000.00					
<b>Total All Projects</b>	<b>\$5,100,000.00</b>		<b>\$5,100,000.00</b>					

## 3 - YEAR CAPITAL PROGRAM 2016 - 2018 SUMMARY OF ANTICIPATED FUNDING SOURCES AND AMOUNTS

Project	Estimated Total Cost	Budget Appropriation		Grants In Aid and Other Funds	Capital Surplus	Capital Improvement Fund	Bonds and Notes	
		Current Year 2016	Future Years				General	Self Liquidating
Construction of a Firehouse	\$5,100,000.00					\$245,000.00	\$4,855,000.00	
<b>Total All Projects</b>	<b>\$5,100,000.00</b>					<b>\$245,000.00</b>	<b>\$4,855,000.00</b>	

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the offices of the Division of Local Government Services, Department of Community Affairs, State of New Jersey.

It is hereby certified that this is a true copy of a resolution creating the temporary capital budget approved by the governing body on the 8th day of March, 2016.

Certified by me

Date

Maureen Tarossi-Alwan  
Municipal Clerk

TRENTON, NEW JERSEY

APPROVED

, 2016

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY**

**ORDINANCE NO. 2016 - 1408**

**NOTICE IS HEREBY GIVEN** that the following Ordinance was introduced and passed on the first reading at the regular meeting of the Mayor and Council on the 23<sup>RD</sup> day of February 2016, and that said Ordinance will be taken up for further consideration for final passage at a regular meeting of the Mayor and Council to be held on the 8<sup>th</sup> day of March 2016 at 7:30 pm or as soon thereafter as said matter can be reached, at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning same.

Maureen Iarossi Alwan, Municipal Clerk  
Borough of Montvale

**ORDINANCE NO. 2016- 1408**

**AN ORDINANCE AMENDING CHAPTER 128, ENTITLED "ZONING," ARTICLE V, "DISTRICT REGULATIONS," OF THE BOROUGH OF MONTVALE CODE IN ORDER TO PROHIBIT CERTAIN NON-COMMERCIAL USES AND TO PERMIT NURSING HOMES IN THE OFFICE-RESEARCH ZONE DISTRICTS**

**WHEREAS**, in recent years, the Borough has experienced the loss of numerous commercial tenants; and

**WHEREAS**, in an effort to ameliorate the detrimental impacts of the loss of these corporate residents, the Borough is in the process of establishing an Economic Development and Retention Commission in order to promote the Borough of Montvale as an attractive location for existing and prospective office and other commercial tenants; and

**WHEREAS**, in order to ensure that the Borough's existing Office-Research (OR) districts retain their primarily commercial character, it is necessary to amend the regulations pertaining to the OR districts in order to permit nursing homes and to prohibit certain incompatible educational uses therein; and

**WHEREAS**, the Borough believes that schools are best located in or near residential districts and the children they serve so that children can more easily walk and bicycle to school, which is both safer and more environmentally-friendly.

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

**Section 1.** Chapter 128, Article V, Section 128-5.4, "Office and Research OR-1, OR-2, OR-3 or OR-4 Districts" of the Code of the Borough of Montvale is hereby amended by deleting the bracketed text of subsection D thereof and adding the underlined text as follows:

**§128-5.4 Office and Research OR-1, OR-2, OR-3 or OR-4 Districts**

In the Office and Research Districts, no building or land shall be used and no building or other structure shall be built, altered or erected to be used for any purpose other than those specified in Subsections A through F of this section.

- A. Office buildings, including buildings housing professional offices.
- B. Scientific or research laboratories, testing, experimental or computation centers, provided that there shall be no use thereof that is noxious, offensive or hazardous by reason of emission of odor, dust, smoke, noise or electric, magnetic or radioactive waves.
- C. Medical center buildings, hospitals, medical and dental offices, nursing homes, clinics and offices for the practice of veterinary medicine. [Nursing homes are specifically prohibited.]
- D. Reserved. [Public and private schools (subject to the provisions of § 128-9.5.1 et seq.).]
- E. Municipal buildings, libraries, playgrounds, parks, recreation and essential municipal uses...

**Section 2.** All other provisions of Section 128-5.4 shall remain unchanged.

**Section 3.** Planning Board review.

Upon approval of this Ordinance upon First Reading by the Mayor and Council of the Borough of Montvale, this Ordinance shall be transmitted to the Planning Board for its review and recommendation pursuant to *N.J.S.A. 40:55D-26*.

**Section 4.** Severability.

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

**Section 5.** Effective date.

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

**Section 6.** Repeal of inconsistent ordinances.

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

\_\_\_\_\_  
MICHAEL GHASSALI, Mayor

ATTEST:

\_\_\_\_\_  
MAUREEN IAROSI-ALWAN, RMC  
Municipal Clerk

**MINUTES  
WORK SESSION**

The Work Session Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:34pm. Adequate notification was published in the official newspaper of the Borough of Montvale. Roll call was taken.

**OPEN PUBLIC MEETING STATEMENT**

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

**ROLL CALL:**

Councilmember Curry	Councilmember Lane
Councilmember Koelling	Councilmember Talarico
Councilmember LaMonica	Councilmember Weaver

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

**ORDINANCES:**

**INTRODUCTION ORDINANCE NO. 2016-1407** AN ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING THE BOROUGH CODE BY ADDING A NEW CHAPTER 55 ENTITLED "MONTVALE ECONOMIC DEVELOPMENT AND RETENTION COMMISSION"

**This ordinance was Tabled**

**INTRODUCTION ORDINANCE NO. 2016-1408** AN ORDINANCE AMENDING CHAPTER 128, ENTITLED "ZONING," ARTICLE V, "DISTRICT REGULATIONS," OF THE BOROUGH OF MONTVALE CODE IN ORDER TO PROHIBIT CERTAIN NON-COMMERCIAL USES AND TO PERMIT NURSING HOMES IN THE OFFICE-RESEARCH ZONE DISTRICTS

(Public Hearing 3/8/16)

A motion to Introduce Ordinance 2016-1408 for first reading was made by Councilmember Weaver; seconded by Councilmember Lane; Clerk read by title only; Councilmember Lane made a motion that this ordinance be passed on first reading and advertised in The Ridgewood News; seconded by Councilmember Talarico - A roll call was taken - all ayes

**PUBLIC HEARING ORDINANCE NO. 2016-1406** AN ORDINANCE TO AMEND ORDINANCE NO. 2015-1398 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

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.

<b>Title</b>		<b>2016 Salary Range</b>	
1.	Borough Administrator (PT)	\$40,000	- 50,000
2.	Safety Director	\$1,000	- 1,200
3.	Chief Financial Officer (PT)	\$15,000	- 25,000
4.	Municipal Clerk (PT)	\$70,000	- 90,000
5.	Deputy Municipal Clerk (PT)	\$38,000	- 47,000
6.	Floater	\$35,000	- 40,000
7.	Tax Collector (PT)	\$53,000	- 63,000
8.	Tax Assessor	\$32,000	- 38,000
9.	Treasurer	\$75,000	- 85,000
10.	Accountant/Purchasing Agent	\$57,000	- 67,000
11.	Accounts Payable Clerk (PT)	\$20	- \$28/hour
<b>Title</b>		<b>2016 Salary Range</b>	
12.	Accounts Payable Clerk (FT)	\$43,000	- 50,000
13.	Secretary, Planning Board (PT)	\$70,000	- 80,000
14.	Planning Board Secretary Special Meetings	\$50	- \$70/hour
15.	Board Secretary, Clerical/Recording	\$115	- 135
16.	Office Manager (PT)	\$4,000	- 7,000
17.	Registrar Vital Statistics	\$800	- 1,200
18.	Deputy Registrar Vital Statistics	\$250	- 500
19.	Construction Code Official	\$35,000	- 50,000
20.	Construction Code Official special inspections	\$50	- \$100/hour
21.	Building SubCode Official	\$35,000	- 50,000
22.	Zoning Officer	\$8,000	- 10,000
23.	Property Maintenance Officer	\$2,900	- 5,000
24.	Construction Dept. Control Person	\$48,000	- 58,000
25.	Construction Technical Support (PT)	\$15	- \$25/hour
26.	Plumbing SubCode Official	\$ 22,000	- 27,000
27.	Plumbing SubCode Official special inspections	\$25	- \$50/hour
28.	Fire SubCode Official	\$13,000	- 17,000

**BOROUGH OF MONTVALE****FEBRUARY 23, 2016**

29.	Fire SubCode Official special inspections	\$25 - \$50/hour
30.	Electrical SubCode Official	\$22,000 - 27,000
31.	Electrical SubCode Official special inspections	\$25 - \$50/hour
32.	Fire Prevention Official	\$10,000 - 15,000
33.	Fire Inspector/Sr. Fire Inspector	\$6,000 - 9,000
34.	Municipal Court Administrator	\$64,000 - 75,000
35.	Deputy Municipal Court Administrator	\$38,000 - 46,000
36.	Court Security	\$18 - \$25/hour
37.	Police Secretary	\$35,000 - 45,000
38.	Administrative Assistant for Mayor/Admin, Police Chief	\$40,000 - 50,000
39.	Admin. Asst./Receptionist/Secretary/Violations Clerk (PT)	\$15 - \$25/hour
40.	Emergency Mgmt. Coordinator	\$2,000 - 3,300
41.	Library Director	\$80,000 - 95,000
42.	Library – Youth Services Coordinator	\$40,000 - 55,000
43.	Library (PT)	\$13 - \$45/hour
44.	Library (PT) meetings	\$120 - \$200/mtg
45.	Facilities Building & Property Inspector	\$25,000 - 27,000
46.	Field Coordinator	\$5,000 - 6,000
Title		2016 Salary Range
47.	Director, Public Assistance	\$5,000 - 7,000
48.	Director of Recreation	\$23,000 - 30,000
49.	Dir. Of Recreation – Summer Stipend	\$5,500 - 8,000
50.	Van Drivers (PT)	\$17 - \$20/hour
51.	Station Technicians (PT)	\$15 - \$17/hour

**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		2016 Salary Range
A.	Municipal Judge	\$25,000 - 40,000
B.	Mayor	\$6,990 - 10,000
C.	Councilpersons (each)	\$5,689 - 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		2016 Salary Range	
A.	Chief	\$170,000	- 200,000
B.	Captain	\$150,000	- 185,000
C.	Lieutenant (Base Wage)	\$120,019	- 147,032
D.	Sergeants (Base Wage)	\$111,685	- 136,822
E.	Detective – Additional per year	\$2,100	-
F.	Juvenile Officer – Addt'l per year	\$400	-
G.	Asst. Juvenile Officer – Addt'l per year	\$350	-
H.	Special/Auxiliary Police	\$18/hour	- \$23/hour
I.	School Cross Guard/Police Matrons	\$18/hour	- \$23/hour

**SECTION 4A:** The rate of compensation of persons holding any of the hereinafter named offices in the Police Department, hired BEFORE January 1, 2005, whose compensation shall be on an annual basis, and payable semi-monthly, is fixed and determined as follows:

Police Officers Schedule (Base Wage Each) Per Contract hired BEFORE January 1, 2005		
0-6 months	\$34,027	- 41,685
6 months – 1 year	\$44,235	- 54,191
1 – 2 years	\$54,446	- 66,700
2 – 3 years	\$64,655	- 79,207
3 – 4 years	\$74,862	- 91,711
4 – 5 years	\$85,070	- 104,217
5 – 6 years	\$95,277	- 116,721
6 – 7 years	\$103,232	- 126,467

**SECTION 4B:** The rate of compensation of persons holding any of the hereinafter named offices in the Police Department, hired AFTER January 1, 2005, whose compensation shall be on an annual basis, and payable semi-monthly, is fixed and determined as follows:

Police Officers Schedule (Base Wage Each) Per Contract hired AFTER January 1, 2005		
0-6 months	\$34,027 -	41,685
6 months – 1 year	\$38,971 -	47,742
1 – 2 years	\$43,914 -	53,798
2 – 3 years	\$53,800 -	65,909
3 – 4 years	\$63,687 -	78,021
4 – 5 years	\$73,573 -	90,132
5 – 6 years	\$83,459 -	102,243
6 – 7 years	\$93,346 -	114,356
7 – 8 years	\$103,232 -	126,467

**SECTION 4C:** In addition to the compensation stated above, Full Time Employees in Section 4, Categories "C", "D", Sections 4A and 4B 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
After four (4) years	1%	-
After six (6) years	2%	-
After eight (8) years	3%	1%
After ten (10) years	4%	2%
After twelve (12) years	5%	3%
After fourteen (14) years	6%	4%
After sixteen (16) years	7%	5%
After eighteen (18) years	8%	6%
After twenty (20) years	-	7%
After twenty-two (22) years	-	8%
After twenty-three (23) 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, 2016, 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 appealed.

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

Ordinance No. **2016-1406** was introduced for second reading by Councilmember Weaver; seconded by Councilmember Lane; Clerk read by title only

Motion to open meeting to the 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 Curry  
- all ayes

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

**MINUTES:**

February 9, 2016

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

**RESOLUTIONS:**

**52-2016 Awarding Professional Service Contract/Planning Services/Drafting Tree Ordinance/Municipal Planner/D.Green/Maser Consulting LLC**

**WHEREAS**, the Borough of Montvale deems it necessary to engage the professional services of our Municipal Planner for the drafting of a Tree Ordinance for the Borough of Montvale, and **WHEREAS**, section N.J.S.A. 40A:11-5 of the Local Public Contracts Law, (N.J.S.A. 40A:11-1 et seq.) exempts such professional services from competitive bidding; and

**BOROUGH OF MONTVALE**  
**BERGEN COUNTY, NEW JERSEY**

**ORDINANCE NO. 2016 – 1409**

**NOTICE IS HEREBY GIVEN** that the following Ordinance was introduced and passed on the first reading at the regular meeting of the Mayor and Council on the 8<sup>th</sup> day of March 2016, and that said Ordinance will be taken up for further consideration for final passage at a regular meeting of the Mayor and Council to be held on the 29<sup>rd</sup> day of March 2016 at 7:30 pm or as soon thereafter as said matter can be reached, at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning same.

Maureen Iarossi Alwan, Municipal Clerk

Borough of Montvale

**BOND ORDINANCE PROVIDING FOR THE CONSTRUCTION OF A FIREHOUSE IN AND BY THE BOROUGH OF MONTVALE, IN THE COUNTY OF BERGEN, NEW JERSEY, APPROPRIATING \$5,100,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$4,855,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF.**

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MONTVALE, IN THE COUNTY OF BERGEN, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Borough of Montvale, in the County of Bergen, New Jersey (the "Borough") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$5,100,000, including the sum of \$245,000 as the down payment required by the Local Bond Law. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$4,855,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is the construction of a Firehouse, including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must

include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 30 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that (i) the net debt as per the Annual Debt Statement is decreased by \$4,855,000, representing the debt authorized by bond ordinance 2015-1405, which is

being re-adopted as this bond ordinance, (ii) the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$4,855,000, and (iii) the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$1,250,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The Borough hereby declares the intent of the Borough to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3 hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and



Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

---

Michael Ghassali, Mayor

ATTEST:

MAUREEN IAROSSO-ALWAN  
Municipal Clerk

**WHEREAS**, Maser Consulting, Inc. 200 Valley Road, Suite 306, Mt. Arlington, NJ 07856 has submitted a detailed proposal dated February 8, 2016 which was previously discussed and approved at the Mayor & Council meeting held on February 9, 2016 which is attached to this resolution; and

**WHEREAS**, the scope of work is provided in the attached proposal in a not to exceed amount of \$3,400.00 for these professional services other services will be billed at the hourly rate included in the Planner's professional service agreement between the Borough of Montvale and Maser Consulting; and

**WHEREAS**, the Certified Municipal Finance Officer certifies funds are available said certification is hereto attached to the original of this resolution; and.

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

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

**53-2016 Authorize Contract Animal Control Services/Tyco**

**WHEREAS**, the Board of Health of the Borough of Montvale has received a proposal from Tyco Animal Control Service, 1 Stout Lane, Ho-Ho-Kus, NJ.

**WHEREAS**, said proposal has been reviewed and approved by the Board of Health; and

**WHEREAS**, the Board of Health recommends this contract with Tyco Animal Control Service based upon prior services provided; and

**WHEREAS**, it is the intention of the Mayor and Council to provide funds in the year 2016 Budget for this contract, Other Expense Portion of the Animal Control Services Budget; and

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that the contract for Animal Control Services for 2016 be and is hereby awarded to Tyco Animal Control Service, 1 Stout Lane, Ho-Ho-Kus, NJ pursuant to the terms and conditions and rates as outlined in the attached contract effective January 1, 2016, copy of which is attached to this resolution for the base amount of \$9,600.00 annually payable monthly with additional costs charged per the rates as outlined in the attached proposal.

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

**54-2016 Authorizing Execution of Contract with the Bergen County Department of Health Services/Bloodborne Pathogen Compliance Program 2015/2016**

**WHEREAS**, the Mayor and Council of the Borough of Montvale wishes to enter into a contract with the Bergen County Department of Health Services, 327 E. Ridgewood Avenue, Paramus, New Jersey 07652 to provide the mandated health services of a technical and professional nature for the Bloodborne Pathogen Compliance Program; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Montvale that the professional service agreement for these services be and hereby are approved.

This resolution shall take effect immediately upon passage.

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

**BILLS:**

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

**ENGINEER'S REPORT:**

Andrew Hipolit

Report/Update

- a. Authorization To Bid/Eagle Ridge Road Sanitary Sewer Extension

A motion to authorize engineer to go to bid by Councilmember Lane; seconded by Councilmember Curry – all ayes

**ATTORNEY REPORT:**

Joe Voytus, Esq.

Report/Update

No Report

**UNFINISHED BUSINESS:**

None

**NEW BUSINESS:**

- a. Proposal For Professional Planning Services/Master Plan Review & Amendment OR-3 & OR-4 Zones

A motion to approve by Councilmember Lane; seconded by Councilmember Talarico – all ayes

**COMMUNICATION CORRESPONDENCE:**

There is a meeting scheduled for this Thursday with the Superintendent of Schools to go over upcoming events; The Chamber of Commerce is having a networking event on Wednesday at the Marriot; the proposed walkway between the towns is moving forward.

**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 Talarico – all ayes

**NO PUBLIC COMMENT**

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

**MOTION TO GO INTO CLOSED EXECUTIVE SESSION:**

A motion to go into closed session by Councilmember Lane; seconded by Councilmember Koelling  
— all ayes

**CLOSED/EXECUTIVE SESSION:**

Motion to move into Executive Session as provided for by Resolution No. 15-2016 adopted on January 3, 2016 and posted on the bulletin board in the Municipal Building:

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

Attorney Client Privilege/Litigation

1. Tax Appeals

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

**ADJOURNMENT:**

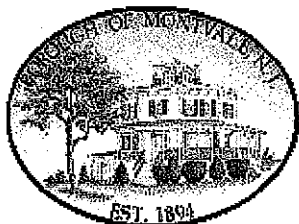
Motion to adjourn by Councilmember Lane; seconded by Councilmember Talarico — all ayes

**ADJOURNMENT**

Meeting adjourned at 9pm

The next Meeting of the Mayor and Council will be held March 8, 2016 at 7:30 p.m.  
Budget Meeting March 8, 2016 at 6pm.

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



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 55-2016**

**RE: Authorize Release of Escrow/ Block 1903/Lot 7/Great A&P Tea Company**

**WHEREAS,** The Great Atlantic & Pacific Tea Company, 48 Bi-State Plaza, PMB 282, Old Tappan, NJ 07675 has requested release in escrow for Block 1903 Lot 7; and

**WHEREAS,** the Borough Engineer and other Borough professionals take no exception to the release; and

**NOW THEREFORE, BE IT RESOLVED,** by the Mayor and Council of the Borough of Montvale the amount of \$55.00 is hereby released to Great A&P Tea Company; and

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

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

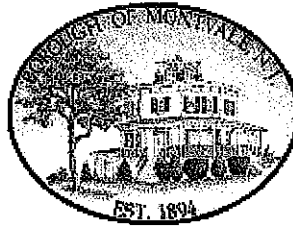
**Adopted: March 8, 2016**

**ATTEST:**

**APPROVED:**

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

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



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 56-2016**

**RE: Appointment Regular Member / Montvale Fire Department / Curt A. Alemany**

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

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

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

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

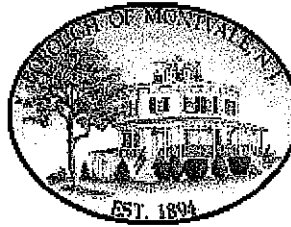
**Adopted: March 8, 2016**

**ATTEST:**

**APPROVED:**

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

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



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 57-2016**

**RE: Amending Resolution No. 34-2015 Setting Forth Recreational Programs Fees  
Year 2016**

**WHEREAS**, The Recreation Department hereby establishes the programs, times and fees for various programs; and

**WHEREAS**, the Recreation Committee has recommended that the following fees, programs, and times be revised as described; and

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that the following fees and programs and services be and are hereby established

**TIME SCHEDULE FOR SKATING RINK:**

8:00 a.m.	Until	10:00 a.m.	Roller/street Hockey
10:00 a.m.	Until	12:00 p.m.	Free Skate
12:00 p.m.	Until	2:00 p.m.	Roller/street Hockey
2:00 p.m.	Until	4:00 p.m.	Free Skate
4:00 p.m.	Until	6:00 p.m.	Roller/street Hockey
6:00 p.m.	Until	Dusk	Free Skate

<b>PROGRAMS:</b>	<b>RESIDENT</b>	<b>NON-RESIDENT</b>
Adult Fitness related classes	\$80	\$100
• Yoga – mini	\$40	\$50
Basketball - 18+	\$50	\$75
Basketball - 30+	\$75	\$95
Chess-Youth	\$60	---
Crafts	\$60	\$80
Running/Walking Training Fall Session	\$60	\$80
Sewing	\$80	\$100
<b>Summer Camp</b>	<b>2014</b>	<b>\$200/CHILD</b>
		<b>\$650/FAMILY MAXIMUM</b>
		<b>Non-resident</b>
		<b>\$250/CHILD</b>
		<b>\$800 FAMILY MAXIMUM</b>
<b>Tae Kwon-Do</b>		
Tae Kwon-Do - Youth	\$120	*\$180
		(*space permitting)
Tae Kwon-Do – Adult	\$80	\$100

**Tennis Lessons**

Tennis Lessons adult/child

\$80 resident/adult/child

per session (6 weeks)

\$120 per session for non-residents

**Tennis**  
(Green Acres/Approval Required)**Resident**

\$30 Adult  
\$10 Student 13-18 yrs.  
\$50 Family max.  
Free Seniors 62+  
\$60 Adult  
\$20 Student 13-18 yrs.  
\$100 Family max.  
Free Seniors 62+

**Non-resident**

Volleyball - Adult

\$50

\$75

Volleyball- Girls

\$80

\$100

Yoga

\$80

\$100

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

**Adopted: March 8, 2016****ATTEST:****APPROVED:**

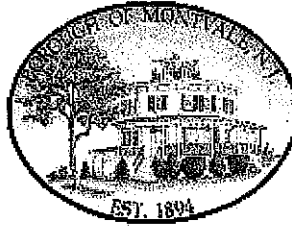
---

**Maureen Iarossi-Alwan**  
Municipal Clerk

---

**Michael Ghassali**  
Mayor





**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 58-2016**

**RE: Awarding Professional Service Contract/Planning Services/Master Plan Review/& Amendment For The OR-3 & O4-Zones/Municipal Planner/D.Green/Maser Consulting LLC**

**WHEREAS**, the Borough of Montvale deems it necessary to engage the professional services of our Municipal Planner for the Master Plan Review and Amendment for OR-3 and OR-4 Zones within the Borough of Montvale, and

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

**WHEREAS**, Maser Consulting, Inc. 200 Valley Road, Suite 306, Mt. Arlington, NJ 07856 has submitted a detailed proposal dated February 11, 2016 which was previously discussed and approved at the Mayor & Council meeting held on February 23, 2016 which is attached to this resolution; and

**WHEREAS**, the scope of work is provided in the attached proposal in a not to exceed amount of \$18,075.00 for these professional services other services will be billed at the hourly rate included in the Planner's professional service agreement between the Borough of Montvale and Maser Consulting; and

**WHEREAS**, the Certified Municipal Finance Officer certifies funds are available said certification is hereto attached to the original of this resolution; and.

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

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

**Adopted: March 8, 2016**

**ATTEST:**

**APPROVED:**

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

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



Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

Perryville III Corporate Park  
53 Frontage Road, Suite 110  
Hampton, NJ 08827  
T: 908.238.0900  
F: 908.238.0901  
[www.maserconsulting.com](http://www.maserconsulting.com)

February 11, 2016

**VIA E-MAIL**

Mayor & Council  
Borough of Montvale  
12 Mercedes Drive  
Montvale, NJ 07645

Re: Proposal for Professional Planning Services  
Master Plan Review and Amendment for OR-3 and OR-4 Zones  
MC Project No. MPP-040P

Dear Mayor and Council:

Maser Consulting P.A. is pleased to submit the following proposal for professional planning services to prepare an Amendment to the Master Plan that reviews the OR-3 and OR-4 Zones for potential multi-family use and bulk amendments.

This proposal includes the scope of work and the required fees. The following scope of work is proposed:

**Scope of Work**

**Task 1.0 Prepare Master Plan Amendment**

Based on information provided by the Borough, Maser Consulting will prepare a draft Master Plan Amendment that evaluates amending the Master Plan to permit multi-family housing as a conditional use or in an overlay zone in the Office and Research (OR-3 and OR-4) District. We will analyze the existing lot sizes in the two zones. Additionally, we will conduct a GIS mapping analysis to determine the estimated building and lot coverage as well as front, side and rear yard setbacks of the lots. Finally, we will use GIS to evaluate the environmental constraints that limit the development potential of the lots. This will paint a comprehensive picture of the lots and their existing development pattern.

Once we have an understanding of the existing development potential and the environmental constraints this will allow the Borough to evaluate lots suitable for future multi-family development. Recommendations for general design and bulk standards will be provided. We will meet with the Borough to review these results, which will be incorporated into the report.

The second half of the report will look at the recommendations in the February 2015 Master Plan Document Review (see attached report) for all three Office and Research Zones. The Master Plan Amendment will analyze the potential impact of permitting three (3) story buildings and parking garages. It will also analyze if 45 percent lot coverage will permit a property to achieve the 0.25 floor area ratio. At least two (2) maps will be included in the report, as well as

Customer Loyalty through Client Satisfaction



photographs as needed to illustrate the text. During the analysis, Maser Consulting will meet the Board to review the preliminary results. Once a draft is prepared, Maser Consulting will meet with the Borough once (1) to review the draft. This task includes a maximum of three (3) hours of revisions. After the draft has been reviewed by the Borough, a maximum of fifteen (15) copies will be sent to the Borough for distribution to the Planning Board. This office will attend a maximum of one (1) hearing.

**Task 2.0 Additional Services**

This task includes any meetings, above the three (3) included in Task 1.0, services or copies beyond the aforementioned scope of work.

**Fee**

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

Task 1.0	\$18,075.00
Task 2.0	Hourly

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

**Conclusion**

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

Very truly yours,

MASER CONSULTING P.A.

Darlene A. Green, P.P., AICP  
Borough Planner

Deborah Alaimo Lawlor, FAICP, P.P.  
Discipline Leader, Planning Services

DAJ/dw

cc: R. Lorraine Hutter, Land Use Administrator/Office Manager (via email [lhutter@montvaleboro.org](mailto:lhutter@montvaleboro.org))  
John DePinto, Planning Board Chairman (via email [jdepinto@montvaleboro.org](mailto:jdepinto@montvaleboro.org))  
Maureen Iarossi-Alwan, Administrator/Clerk (via email [miarossi@montvaleboro.org](mailto:miarossi@montvaleboro.org))  
Mayor Michael Ghassali (via email [mghassali@montvaleboro.org](mailto:mghassali@montvaleboro.org))



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

Signature

Date

Printed Name

Title

r:\proposals\mpp\mpp040p\proposal\160211\_dag\_mayor & council.docx

# Master Plan Document Review

**Borough of Montvale**

February 19, 2015

Prepared by:

Darlene A. Green, P.P., AICP



## INTRODUCTION

In January of 2015 the Planning Board requested this office to undertake an evaluation of Montvale's Master Plan documents. Maser Consulting P.A. has reviewed the following Borough documents over the past month:

- 2008 Master Plan
- 2012 Amendment to the Land Use Element and Housing Element and Fair Share Plan for Lots 2 and 3 of Block 2802 and Lot 5 of Block 1002
- 2013 Amendment to the Land Use Element and Housing Element and Fair Share Plan for Lots 2 and 3 of Block 2802 and Lots 3 and 5 of Block 1002
- 2014 Master Plan Reexamination Report

Excluded from this review are the Borough's Housing Element and Fair Share Plans, which are being examined in a separate technical memorandum. As per the scope of work, this document highlights the salient goals, objectives and recommendations contained in each Master Plan document. Following the review, an analysis is provided, which outlines this office's evaluation of the reports and recommendations for consideration by the Borough.

The remainder of the technical memorandum is divided into five sections. The first four sections provide a synopsis of each of the Master Plan documents. The final section evaluates the reports and provides recommendations.

## 2008 MASTER PLAN

### DOCUMENT HIGHLIGHTS

Adopted on April 1, 2008, this 158-page document includes all of the traditional master plan elements, except the Housing Element and Fair Share Plan, which is a separate document. During the document preparation two surveys were conducted to gather information from the residents and businesses within the Borough. The information received from the surveys formed the basis for the Economic Plan Element and also shaped some of the land use recommendations.

Chapter 3 of the report lists fifteen goals and their associated objectives. The most notable goals include the following:

- Goal 1 – Increase Borough's ratable base
  - Objective – To expand opportunities for non-residential development, in both the office and retail sectors, to shift the property tax burden away from the residential sector and to encourage residential uses which produce few school children, resulting in a positive fiscal impact to the Borough.
- Goal 2 – Revitalize downtown Montvale
  - Objective - To transform Montvale's downtown into a pedestrian-friendly, attractive "main street" environment with diverse high-quality retail stores at the ground level, particularly

along the street front, that is accessible to residents by car, on foot or by bicycle. In addition, to provide both convenience and specialty goods and services of interest to the community and encourage uses which promote week-night and weekend use, such as outdoor restaurants, coffee shops and other entertainment-related uses, and by bringing a residential presence back to the downtown on upper-level floors.

- **Goal 5 – Increase regional accessibility and reduce traffic congestion**
  - **Objective – To work with the County and State to obtain an access ramp to the northbound Garden State Parkway. To establish a more comprehensive sidewalk/walkway and possibly bikeway or bike route system to encourage walking and biking as an alternative means of travel and to allow children to walk to school safely.**
- **Goal 11 – Engender higher-quality design**
  - **Objective – To add design guidelines and requirements to the land use regulations to maintain consistency in the scale and character of residential and retail development and to make the building environment as attractive as possible.**
- **Goal 12 – Update regulations relating to land use and traffic congestion**
  - **Objective – To comprehensively revise and update the Borough's zoning regulations, not only to make them consistent with the Master Plan, but also to rid them of loopholes, ambiguities and unnecessary regulations.**

The elements within the 2008 Master Plan provide information and also mention concerns. Noteworthy facts and issues are summarized below by element:

#### **Land Use**

- The downtown suffers from outdated use and bulk regulations, small lots with diverse ownership, inadequate land for providing on-site parking, circulation and access issues, which inhibit redevelopment.
- Many office campuses are 25 to 35 years old and the buildings are outdated and tired; changes in land use policy and the accommodation of new building technology will be needed for both business retention and expansion in the increasingly competitive suburban office market.

#### **Circulation**

- There is no local bus service at the train station, the Borough plans on working with the County in adding bus service from the train station to the office complexes.
- Pedestrian walkways and bikeways in Montvale leave much to be desired.

#### **Conservation, Recreation and Open Space**

- The Borough has 53.62 acres of active and passive recreation space.
- The National Recreation and Park Association recommends that communities provide 6.25 to 10.5 acres of open space per 1,000 residents; Montvale has 7.34 acres of open space per 1,000 residents.

## **Economic Plan**

- Many office buildings in Montvale that had been constructed as Class A space, are now Class C space.
- Office/research campuses are aging and no longer suit the needs of modern businesses.
- An examination of existing conditions was conducted in the OR and SED districts, which revealed that properties are unable to achieve the permitted floor area ratios because the lot coverage is restricted to 40%.
- 71.2% of the buildings had a floor to area ratio less than what is permitted; but 73.1% of buildings had a lot coverage exceeding the maximum permitted.
- Kinderkamack Road fails to convey the image of a "village center"; need to upgrade the visual image and pedestrian qualities and promote redevelopment.

Chapter 12 provides the specific Master Plan recommendations, which are divided into three sub-categories: general, specific properties and parcels and zoning.

### **Noteworthy general recommendations include:**

- Transform Montvale's downtown into a pedestrian-friendly "main street" environment.
  - Utilize zoning changes to transform the downtown from a suburban, car-oriented area into a mixed-use, pedestrian-oriented "main street".
  - Prohibit drive-through banks, gas stations and parking lots at the front property line.
  - Permit joint access driveways and shared parking.
  - Reduce the parking requirements as there are on-street parking spaces and commuter lots.
  - Develop design guidelines.
  - Protect residents adjacent to the downtown through fencing, landscaping, buffering standards, etc.
  - Allow residential apartments above ground-floor uses, which is now allowed, but under strict conditions.
- Revitalization of other retail areas.
  - Attract higher-quality tenants and encourage better outdoor environment (landscaped parking lots, signage, etc.) along Chestnut Ridge Road.
- Continue to encourage the renovation and expansion of Montvale's office sector.
  - Montvale's restrictive bulk controls dampen interest in the OR District.
  - Amend the permitted uses and bulk regulations to encourage investment.
  - Permit support facilities – hotels, health clubs, restaurants.
  - Investigate the possibility of permitting parking garages with strict design controls.
- Institute bus service at the Montvale train station.
  - Work with Bergen County to institute a bus service to and from the train station that would transport employees working in the Borough's office complexes.



- Develop a comprehensive pedestrian and bikeway system to facilitate walking and biking in Montvale as an alternative means of transportation.
  - Undertake a survey of the present sidewalk and walk way system.
  - Make recommendations to allow additional connections and improvements which facilitate pedestrian travel.
  - Where opportunities exist, a bike route system marked by signage and shown on maps should be developed to provide linkages within Montvale.

**Relevant parcel-specific recommendations:**

- Rezone Katy, Alayna and Williamsburgh (on Williamsburg Way) townhouse developments as they are in the B-1 or R-15 District, which does not permit townhomes.
- Austral Property (also known as 22 Railroad, LLC) – Located on Kinderkamack Road, the major impediment to redevelopment of the property is the absence of on-site parking. The Borough should work with the property owner and potentially rezone the adjacent single-family property to the north to B-1.

**Noteworthy zoning recommendations:**

- Updating and supplementing the Zoning Ordinance.
  - It has been many years since the zoning ordinance was comprehensively evaluated and reviewed to reflect changes in State and case law, to regulate new uses, etc. and to supplement the current ordinance with missing definitions, regulations and standards that are helpful in implementing and designing well-engineered and –designed site plans and subdivisions.
- Smaller, specific amendments and changes.
  - Better definitions, reduction of commercial signage color standards, review of the zoning regulations as they relate to gas stations and controls related to home occupations.
- Miscellaneous roadway-related ordinance recommendations.
  - An ordinance for maximum driveway width, limiting impervious coverage in the front yard and reduction of parking stall size.

**2012 AMENDMENT**

**DOCUMENT HIGHLIGHTS**

An Amendment to the Land Use Element and Housing Element and Fair Share Plan of the Borough of Montvale for Lots 2 and 3 of Block 2802 and Lot 5 of Block 1002 was adopted on July 17, 2012. The three lots discussed in the report are referred to as the DePiero Farm Properties. Lots 2 and 3 comprise approximately 25 acres at the intersection of West Grand Avenue and Mercedes Drive. Lot 5 consists of 1.6 acres located along Summit Avenue.

According to the report, the Borough was subject to a Mt. Laurel lawsuit in the early 1990's. The court-appointed master identified the 20-acre vacant portion of the farm as a potential site for an inclusionary development and recommended it be rezoned for multi-family development at 8 units per acre. This would yield a 160-unit development, which would include 32 affordable units. Montvale subsequently rezoned the property to AH-8 Affordable Housing District.

Since the settlement in 1994, no conceptual or formal plans were submitted to construct an inclusionary development. Page 11 of the Amendment states that there are two fundamental realities as the Borough plans for the future of the DePiero farm:

1. "There are no funds available to purchase the properties for farmland preservation and there is little or no economic incentive for the DePiero family to continue to farm these lands.
2. The property owner has no interest in developing an inclusionary housing project on the Block 2802 Property."

The Amendment goes on to state that the owner of the farm recently presented a plan to construct the affordable units on the Summit Avenue property, leaving the 25 acres on West Grand Avenue available to construct an upscale lifestyle retail center, including a major anchor supermarket store.

Section D of the report states that the proposed concept will further the Master Plan goals and objectives and fulfill the 32-unit affordable housing obligation. The report recommends a Planned Unit Development ("PUD") District should be created to address the future development of all three properties. Moreover, PUDs provide an enhanced level of control over design, phasing, layout, etc.

#### 2013 AMENDMENT

#### DOCUMENT HIGHLIGHTS

An Amendment to the Land Use Element and Housing Element and Fair Share Plan of the Borough of Montvale for Lots 2 and 3 of Block 2802 and Lots 3 and 5 of Block 1002 was adopted on April 2, 2013. This Amendment is very similar to the 2012 Amendment. The main difference between the two documents is the addition of Block 1002, Lot 3, which is directly adjacent to Lot 5 and encompasses 1.4 acres. The 2013 Amendment outlines a slightly different concept presented by the DiPiero's, which includes the dedication of Lot 5 and Lot 3 (which they have under contract) to the Borough for the Borough's construction of a 32-unit affordable housing project. The 25 acres on West Grand Avenue would be rezoned to facilitate the development of an upscale lifestyle retail center, including a major anchor supermarket store.

The 2013 Amendment also contains a section entitled "Traffic Impacts of the Proposed Rezoning", which was not included in the 2012 document. In conclusion, the 2013 Amendment determines that "an amendment to the Master Plan is necessary to create a Planned Unit Development district that would facilitate the development of a lifestyle retail center on the Block 2802 Property and the development of a 32-unit affordable housing project on the Block 1002 Property. Such a development would substantially advance the Borough's Master Plan objectives related to creating affordable housing and diversifying its housing stock, expanding and enhancing its taxable base and improving its retail sector".

**DOCUMENT HIGHLIGHTS**

The Master Plan Reexamination Report was adopted on September 2, 2014. Section III of the report reviews the extent to which problems or objectives from the 2008 Master Plan have been reduced or increased.

**Noteworthy facts:**

- No wholly new office building or substantial expansions have occurred since 2008, but the Borough converted the SED District to the OR-4 District, which now permits hotels and fitness centers as conditional uses.
- A number of renovations with small expansions in footprints and/or parking occurred in the downtown, which improved the physical appearance.
- Design guidelines for retail, office and residential development have not been developed.
- A comprehensive code update has not occurred.

Section IV of the report details the significant changes in assumptions, policies and objectives that form the basis of the Master Plan:

- The following 2008 goals remain unchanged:
  - Increase the Borough's ratable base.
  - Revitalize downtown Montvale.
  - Protect the character of the existing neighborhoods.
  - Increase regional accessibility and reduce traffic congestion.
  - Provide community facilities and services of the highest quality.
  - Prevent illegal conversions of single-family homes.
  - Encourage historic preservation.
  - Engender high-quality design.
  - Update regulations relating to land use and traffic congestion.
  - Promote sustainability.
  - Implement mandates of the State Plan.
- The following 2008 recommendations are still valid:
  - Transforming the downtown into a pedestrian-friendly "main street" environment.
  - Revitalizing retail areas outside of the downtown.
  - Encouraging the expansion of the office sector.
  - Pursuing Garden State Parkway ramps, intersection improvements and bus service at the train station.
  - Development of a comprehensive pedestrian and bikeway system.
  - Implement minor recommendations.
  - All of the zoning recommendations from the 2008 Master Plan remain valid and should be undertaken. (It should be noted that residential parcel adjacent to the Austral Property/22 Railroad, LLC was rezoned to B-1 in 2009.)

Additionally, page 18 incorporates the goals, assumptions and policies of the 2013 Amendment into the Reexamination Report. The only new recommendation is a zoning change to School #2 to create additional affordable housing. The report recommends the site be rezoned AHS – Affordable Housing Senior Residential to facilitate the development.

## MASTER PLAN DOCUMENT EVALUATION

This section of the technical memorandum analyzes the Borough's four most recent Master Plan documents and provides commentary. Furthermore, general comments are made on certain zoning districts.

### MASTER PLAN DOCUMENTS

It appears from the Borough's planning documents that there were a number of land use-related tasks outlined in the 2008 Master Plan that have not occurred to date. These include:

- Encourage bus service at the Montvale train station.
- A handicapped ramp survey was completed along the County roads; however a Borough-wide sidewalk survey has not occurred to date.
- Make recommendations to allow additional connections and improvements which facilitate pedestrian travel.
- Where opportunities exist, a bike route system marked by signage and shown on maps should be developed to provide linkages within Montvale.
- Rezone Katy, Alayna and Williamsburgh townhouse developments as they are in the B-1 or R-15 District, which does not permit townhomes.
- Conduct a comprehensive code update.

The list above specifically excludes tasks related to the B-1 District and OR Districts. They are discussed in the Zoning Districts section, which follows. All seven of the aforementioned tasks are valid; however, the Borough should prioritize the tasks so they can be budgeted for and implemented as funds become available.

### ZONING DISTRICTS

---

#### B-1 DISTRICT

The 2008 Master Plan expressed concern primarily about the downtown, but also for North Kinderkamack Road and Chestnut Ridge Road, which are located in the B-1 District. This office offers the following comments and questions regarding the B-1 District:

- Permitting outdoor dining was mentioned in the 2008 Master Plan. The Borough has not amended the code to permit outdoor dining, but believes the recommendation should be implemented.
- The B-1 and B-2 District do not specifically permit art, dance, aerobic and music studios. However, Montvale has treated these uses as permitted in the past.
- Has the municipality discussed changing the downtown area to its own zone that can have pedestrian-oriented downtown standards instead of automobile-oriented suburban standards?
- A review of the conditions for residential apartments leads this office to concur with the 2008 Master Plan – the standards are too restrictive.
  - How many properties in the downtown have 30,000 square feet and 150 feet of frontage on Kinderkamack Road?
  - A maximum height of two stories and 30 feet is a deterrent. Three stories is the minimum needed to entice investment and redevelopment.
- No movement has occurred with regard to design guidelines for the B-1 District.

According to the 2008 and 2014 Master Plan documents, the Borough's vision was to transform the downtown into a pedestrian-friendly "main street" environment. If this is still Montvale's vision, this office recommends:

- Creation of a new zone district for the downtown, using the B-1 District as a basis.
- Clarify the permitted uses to allow art, dance, aerobic and music studios. Add outdoor dining as a permitted accessory use to a restaurant.
- Revise the restrictive conditions for residential apartments.
- Eliminate the existing suburban bulk standards and craft downtown bulk standards that reflect the historic development pattern (similar to the Montvale Florist building and Davey's ). Consider increasing the maximum permitted height to three stories.
- Consider reduced parking standards and/or shared parking for the new zone.
- Craft design guidelines for the new zone.

The 2008 Master Plan also focused on the revitalization of other retail areas, particularly the Chestnut Ridge Road corridor. Based on the information provided in the planning documents, this office recommends:

- Review the landscaping and signage requirements and how they apply to the Chestnut Ridge Road B-1 District to determine if amendments are needed.

- Consider preparing design guidelines for the B-1 District.

---

## OR DISTRICTS

The Economic Development chapter in the 2008 Master Plan indicated that many of the office buildings in the OR Districts are 25 to 35 years old, outdated and tired. Moreover, a review of the bulk standards revealed that properties are unable to maximize their building square footage because of the 40% lot coverage limitation. Since 2008, the Borough has amended the maximum lot coverage to 45%. Additionally, hotels and fitness centers are now conditionally-permitted uses in the OR-4 District.

This office offers the following comments and questions regarding the OR Districts:

- The code does not specifically permit data centers in the OR Districts; however, the Borough indicates that they have treated data centers as permitted uses. Many towns are receiving applications for this type of land use and are amending their code to permit data centers.
- N.J.S.A. 40:55D-66.6 requires child care centers to be a permitted use in all non-residential districts of a municipality. The ordinance is silent on this land use.
- Has the Borough considered expanding the list of permitted uses to allow conference centers, innovation centers and incubators, training facilities, etc.? (For the purposes of this memorandum, incubators are defined as work space offered to start-up businesses by management organizations. Incubators typically provide low-cost rentable space, management training, shared office resources and a positive work environment. Innovation centers are facilities that provide resources and support for entrepreneurs and start-ups to transform ideas from paper to production. See the links below for more information on innovation centers.<sup>1</sup>)
- In order to attract the best and brightest employees, some companies are offering on-site child care, personal services and other amenities within their building. Has Montvale considered permitting these types of accessory uses?
- When the Borough amended the maximum lot coverage from 40% to 45%, was an analysis performed to ensure that this is sufficient to enable a property to achieve the 0.25 floor to area ratio?
- The OR Districts are limited to two-story buildings. Most municipalities permit the office zones to construct buildings with three or more stories. The limited building height may be deterring property owners from rehabilitating and/or redeveloping these older office complexes.

---

<sup>1</sup> <http://www.inj.com/partners/innovation-centers>, <http://www.microsoftinnovationcenters.com/>,  
<http://www.stamfordicenter.com/>

Based on the information provided in the planning documents and a review of the OR Districts, this office recommends the following to ensure the OR Districts remain viable and attractive:

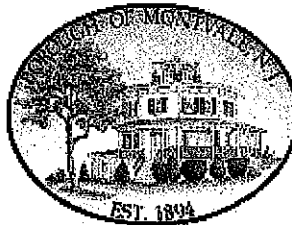
- Expand and/or clarify the list of permitted uses. Permit child care centers as required by the MLUL.
- Consider permitting accessory uses, such as child care, personal services, etc. within the building, providing limitations on the percentage of space they can occupy.
- In an effort to stay competitive with the national market and encourage reinvestment in the office complexes, Montvale should consider permitting three story buildings and parking garages in some or all of the OR Districts.
- If a study was not completed when the Borough amended the maximum lot coverage from 40% to 45%, a study should be conducted to verify that a 45% lot coverage will permit a property to achieve the 0.25 floor area ratio.

## CONCLUSION

In reviewing the Master Plan documents it is clear that Montvale has traditionally been a proactive municipality. Both the 2008 Master Plan and 2014 Master Plan Reexamination report contain recommendations that are valid and should be studied and/or implemented. Furthermore, the reoccurring theme in both documents is concern for the B-1 District, specifically the downtown, and the OR Districts. The documents make it clear that in order to achieve the "main street" vision for the downtown a number of tasks need to be undertaken to transform the downtown from its present condition to the desired vision.

As for the OR Districts, Montvale is similar to many other suburban communities in New Jersey that have a significant portion of their land area devoted to office zones. Historically these office complexes have been considered "diamonds", providing tax ratables, jobs for residents and prestige. However, many of these office and research buildings are past their prime, antiquated and quickly turning into "dinosaurs".

In order to ensure the OR Districts remain viable and encourage reinvestment and redevelopment of older complexes, Montvale should commence a study of the OR Districts to ensure that the zoning permits the right type of uses, quality of life accessory uses, appropriate bulk standards and cutting-edge office design. If the Borough continues its proactive planning process, it will decrease the chances of these office complexes dying a slow death.



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 59-2016**

**RE: EMERGENCY TEMPORARY APPROPRIATIONS**

**WHEREAS**, an emergent condition has arisen with respect to certain budget appropriations and no adequate provision has been made in the 2016 temporary budget, and N.J.S.A. 40A:4-20 provides for the creation of emergency temporary appropriations for said purpose; and

**WHEREAS**, the total emergency temporary resolutions adopted in the year 2016 pursuant to the provisions of N.J.S.A. 40A:4-20 (Chapter 96, P.L. 1951) including this resolution total:

Current Fund      \$142,745.00

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

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

Current Fund      \$95,000.00

2. That said emergency temporary appropriation (will be) provided in the 2016 budget;

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

**CURRENT FUND**

**Administrative and Executive:**

Other Expenses      \$25,000.00

**Planning Board:**

Other Expenses      10,000.00

**Police:**

Salaries and Wages      60,000.00

\$95,000.00

=====

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

**Adopted: March 8, 2016**

**ATTEST:**

**APPROVED:**

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

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





**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 60-2016**

**RE: A Resolution Authorizing a Shared Services Agreement with the County of Bergen for Short Term Emergency Sharing of Fire Apparatus**

**WHEREAS**, the County of Bergen operates a Fire Academy through the County's Department of Public Safety; and

**WHEREAS**, the County of Bergen owns certain fire apparatus, including ladder vehicles and engines ("Fire Apparatus") used for training firefighters; and

**WHEREAS**, the County of Bergen has established a program to make certain Fire Apparatus available to municipalities within Bergen County on a temporary/emergency basis for use as front line fire apparatus when not needed by the County for training purposes ("Fire Apparatus Loaner Program"); and

**WHEREAS**, the County and the Borough have determined that by entering into a Shared Services Agreement governing the terms for borrowing the County's Fire Apparatus in advance of the Borough's need to utilize the Fire Apparatus, the parties will be able to facilitate the prompt availability of the Fire Apparatus at such time as the Borough has a need to utilize it; and

**WHEREAS**, the Borough is authorized to enter into shared services agreements in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.; and

**WHEREAS**, the County Counsel has prepared a form of Shared Services Agreement entitled "Shared Services Agreement for Short Term Emergency Sharing of Fire Apparatus Between the County of Bergen and Any Municipality Within the County of Bergen" ("Shared Services Agreement"), a copy of which is attached to this Resolution; and

**WHEREAS**, the Shared Services Agreement sets forth the terms under which the County will, subject to availability, loan Fire Apparatus to the Borough on an emergent, temporary basis, such as in circumstances of breakdown or destruction of the Borough's firefighting vehicles; and

**WHEREAS**, the Borough Attorney has reviewed the Shared Services Agreement and has no objections to the form thereof; and

**WHEREAS**, the Borough Fire Chief has recommended that the Borough enter into this Shared Services Agreement.

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

1. The Recitals set forth above are incorporated as if set forth herein at length.
2. The Borough Council hereby approves the terms of the Shared Services Agreement attached to this Resolution.
3. The Mayor, Borough Clerk, and all other appropriate officials are hereby authorized and empowered to execute the Shared Services Agreement and all other documents necessary to effectuate the purposes of this Resolution, subject to approval as to form by the Borough Attorney.

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

**Adopted: March 8, 2016**

**ATTEST:**

**APPROVED:**

---

Maureen Iarossi-Alwan  
Municipal Clerk

---

Michael Ghassali  
Mayor



cc: Mr. Miller

YES

**COUNTY OF BERGEN  
OFFICE OF THE COUNTY EXECUTIVE**

One Bergen County Plaza • Room 580 • Hackensack, NJ 07601-7076  
(201) 336-7300 • Fax (201) 336-7304  
jtedesco@co.bergen.nj.us

**James J. Tedesco III**  
County Executive

January 28, 2016

Mayor Michael Ghassali  
12 Mercedes Drive  
Montvale, New Jersey 07645

**Re: County of Bergen - Fire Truck Loaner Program**

Dear Mayor Ghassali:

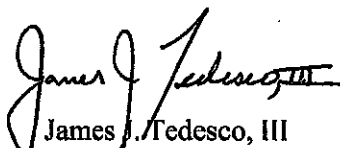
On behalf of the County of Bergen and the Board of Chosen Freeholders, we are pleased to introduce the County's new Fire Truck Loaner Program, offering municipalities a cost-effective means of obtaining temporary replacement front line fire apparatus in the event of breakdown or scheduled repair. As you may know, the County maintains a limited number of fire engines and ladder trucks at the County's Law and Public Safety Institute for training firefighters from across the County. Through this new Fire Truck Loaner Program, the County will loan these engines and ladder trucks to Bergen County municipalities for short-term emergency use, when not needed for training purposes.

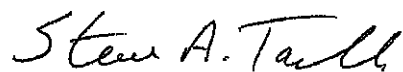
We have structured the program as a Shared Services Agreement, which your municipality may authorize once for a ten year term. Subsequently, if your municipality needs to borrow a fire truck at any time during the next ten years, the apparatus can be loaned to your municipality quickly, without the need to wait for action by the governing body. Through this program, the apparatus will be loaned for up to eight weeks at no charge, with a small charge per day if the apparatus must be kept longer (currently \$25/day for weeks 9-16, and \$50/day for weeks 17-24), up to a maximum of twenty four weeks.

We invite you to review the attached Shared Services Agreement, which sets out the terms of the Fire Truck Loaner Program. If your municipality is interested in participating in the program, please have your governing body adopt a resolution approving the Shared Services Agreement. Then complete, sign, and return the signature page of the agreement to the County with a copy of your municipality's resolution, to Mr. Marc N. Schrieks, One Bergen County Plaza, Hackensack, NJ 07601

We are confident that this new program will benefit your community. If you have any questions about the program we invite you to call the Director of the Bergen County Law and Public Safety Institute, Richard Blohm, at 201-785-5702.

Yours truly,

  
James J. Tedesco, III  
County Executive

  
Steven A. Tanelli  
Freeholder

Chairman

**SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING  
OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY  
MUNICIPALITY WITHIN THE COUNTY OF BERGEN**

**THIS AGREEMENT** is made by and between:

**COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, Fifth Floor, Hackensack, New Jersey 07601-7076 hereinafter referred to as the "County" and

**EACH MUNICIPALITY** located within Bergen County signing this agreement, being a body politic and corporate of the State of New Jersey, with administrative offices located at the address set forth on the municipality's respective signature page, hereinafter referred to as the "Municipality."

**WITNESSETH:**

**WHEREAS**, the County of Bergen operates a Fire Academy through the County's Department of Public Safety; and

**WHEREAS**, the County of Bergen owns certain fire apparatus, including ladder vehicles and engines ("Fire Apparatus") used for training firefighters; and

**WHEREAS**, subject to the operational needs of the Fire Academy, the County seeks to make certain Fire Apparatus available to the municipalities within Bergen County on a temporary/emergency basis solely for use as front line fire apparatus; and

**WHEREAS**, Municipality seeks to ensure its ability to utilize the Fire Apparatus on a temporary/emergency basis as front line fire apparatus; and

**WHEREAS**, the County and Municipality have determined that by entering into this Shared Services Agreement governing the terms for borrowing the County's Fire Apparatus in advance of Municipality's need to utilize the Fire Apparatus, the parties will be able to facilitate the prompt availability of the Fire Apparatus at such time as Municipality has a need to utilize it;

**WHEREAS**, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

**WHEREAS**, the County has authorized this agreement by adoption of Resolution No. 1458-15 on December 16, 2015; and

**WHEREAS**, Municipality has authorized this agreement by adoption of the Resolution number set forth on the signature page of this Agreement, adopted on the date set forth therein;

**NOW THEREFORE BE IT AGREED AS FOLLOWS:**

## **1. Scope of Services.**

- A. The Municipality agrees to borrow and the County agrees to lend Fire Apparatus from the County for use as front line fire apparatus on an emergent, temporary basis, such as in circumstances of breakdown or destruction of Municipality's firefighting vehicles, in accordance with the terms of this Agreement.
- B. The Parties understand that the County's Fire Apparatus must be primarily available for County use. Therefore, Fire Apparatus will only be available whenever not in use, or scheduled to be used by the County, and, then, it will only be made available at the sole discretion of the Director of the Bergen County Law and Public Safety Institute or a designated representative for short term emergency use as front line fire apparatus.
- C. Because the County has a limited number of Fire Apparatus, and wishes to make Fire Apparatus available to as many municipalities as possible, the Municipality will be permitted to borrow the Fire Apparatus under this Agreement, in the absence of extenuating circumstances, for a period not to exceed eight (8) weeks, free of charge.
- D. In extenuating circumstances, the County may approve a loan of the Fire Apparatus for a period not to exceed twenty four (24) weeks, subject to the fee schedule set forth in Section 4, "Compensation," below.
- E. Because long term borrowing of the Fire Apparatus is anticipated to accelerate the deterioration of the Fire Apparatus, a separately negotiated agreement shall be required for any loan of Fire Apparatus anticipated to exceed twenty four (24) weeks. The Municipality's mayor or administrator and fire chief shall meet with the County Administrator, the County's Director of Public Safety and Director of the Bergen County Law and Public Safety Institute to discuss the terms of such separate agreement, including the length of such loan, and any fees or costs to be imposed for use of the Fire Apparatus.

## **2. Responsibilities of the Parties – Operation of the Loaner Program.**

- A. When and if the Municipality wishes to borrow Fire Apparatus from the County, the Municipality's Contact Person shall submit to the County's Contact Person a written request to borrow Fire Apparatus.
- B. The County may adopt a form for the written request. Regardless of whether or not the County adopts such a form, the written request shall contain, at minimum, the following information:
  - i. The piece of Fire Apparatus requested;
  - ii. The reason for the request;

- iii. The use to which the Fire Apparatus will be put;
  - iv. The duration for which the Municipality wishes to borrow the Fire Apparatus. Because the County has a limited number of Fire Apparatus, and wishes to make Fire Apparatus available to as many municipalities as possible, the duration will, in the absence of extenuating circumstances, be limited to eight (8) weeks. In extenuating circumstances, the County may approve ;
  - v. Any other information the Municipality wishes to include with its request;
  - vi. Any other information required by the County, in its discretion, to evaluate the Municipality's request.
- C. If the County, upon review of the written request, determines that the requested Fire Apparatus is available for loan, the County will loan the Fire Apparatus to the Municipality on the following terms:
- i. Prior to taking custody of the Fire Apparatus, the Municipality must provide the County with a certificate of insurance, demonstrating compliance with the insurance requirements below, naming the County, its officers, agents, employees, and volunteers as additional insureds.
  - ii. Prior to taking custody of the Fire Apparatus, the Municipality's Contact Person will sign a statement indicating and agreeing to the following:
    - a. The make, model, vehicle identification number, serial number, or other vehicle-specific identification of the Fire Apparatus being borrowed;
    - b. The date on which the Fire Apparatus will be borrowed;
    - c. The date by which the Fire Apparatus will be returned;
    - d. The daily rate the Municipality will pay to the County for use of the Fire Apparatus for any period exceeding eight (8) weeks, if the County determines that extenuating circumstances warrant such extended loan.
    - e. That the Municipality has inspected the Fire Apparatus and independently determined that the Fire Apparatus is acceptable for the Municipality's purposes. Where the County has advised the Municipality of known recommended repairs or replacement of specific malfunctioning or nonfunctioning parts of the Fire Apparatus, the Municipality has reviewed same, and determined that, notwithstanding such recommended repairs or replacement, the Municipality agrees to take custody of the Fire Apparatus.

- iii. The representative of the Municipality taking custody of the Fire Apparatus shall sign an acknowledgment thereto prior to removing the Fire Apparatus from the grounds of the Fire Academy. This acknowledgment may be included on the statement set forth in paragraph 2(C)(ii), supra.
- iv. The Director of the Bergen County Law and Public Safety Institute may, in writing, agree to permit the Municipality to keep the Fire Apparatus for a period beyond the date set forth on the statement, subject, however, to the County's continuing and overriding right to recall the Fire Apparatus for Fire Academy usage or where the needs of public safety require same, such determination to be made in the sole discretion of the County.
- v. The Municipality agrees that persons assigned to operate the Fire Apparatus ("operators") will possess all required licenses to operate the Fire Apparatus and will have fulfilled training requirements in accordance with standards set forth by the New Jersey State Division of Fire Safety as well as all New Jersey motor vehicle laws, regulations, and requirements prior to operating said Fire Apparatus. A sufficient number of the Municipality's personnel will be trained to comply with this requirement and shall keep current through continuous training courses as necessary.
- vi. The Municipality agrees to utilize the Fire Apparatus in full and complete compliance with all Federal, State, and Local standards and requirements. In the event the County determines that the Municipality has failed to utilize the Fire Apparatus in conformance with all Federal, State, and Local standards and requirements, the Municipality shall immediately return the Fire Apparatus to the County in the manner directed by the County.
- vii. The Municipality shall be responsible for all fueling and routine maintenance of the Fire Apparatus during such time as the Fire Apparatus is in the Municipality's custody. The Municipality shall be liable to the County for any costs incurred by the County as a result of the Municipality's failure to perform or negligent performance of routine maintenance of the Fire Apparatus.
- viii. The Municipality shall be responsible for repairing any damage to the Fire Apparatus or equipment failure occurring while the Fire Apparatus is in the Municipality's custody.
- ix. The Municipality shall maintain written records regarding receipt, possession and regular maintenance of the Fire Apparatus.
- x. The Municipality shall return the Fire Apparatus to the County in the same or better condition than when the Municipality borrowed it.
- xi. The Municipality will return the Fire Apparatus to the County Fire Academy upon the County's request within seven (7) days when the County determines that the

Fire Apparatus is required for Fire Academy use, and within twenty four (24) hours when the County determines that return of the Fire Apparatus is required in the interest of public safety.

- xii. The Municipality will take custody of the Fire Apparatus and return custody of the Fire Apparatus to the County at the Bergen County Fire Academy. Under no circumstances shall the County be required to retrieve the Fire Apparatus from another location.

### **3. Term.**

The term of this Agreement shall commence on the Effective Date, and shall remain in effect for a period of ten years. This Agreement will continue in effect on the terms and conditions provided herein for the full term of the Agreement, unless either Party elects to terminate said Agreement upon thirty (30) days' notice to the other Party. Said election to terminate does not relieve the Municipality from any responsibility for defense or indemnification of any claims against the County or its obligations for maintenance or repair of the Fire Apparatus occasioned by Municipality's use of the Fire Apparatus. The County shall have no liability to the Municipality for any losses or additional costs that may be incurred by the Municipality as a result of the County's termination of this Agreement.

### **4. Compensation.**

- A. Subject to availability, the County agrees to permit the Municipality to borrow the Fire Apparatus free of charge for a period not to exceed eight (8) weeks, and the Municipality agrees to return the Fire Apparatus by the date set forth in the statement described in paragraph 2(C)(ii), supra, which the Municipality's Contact Person will sign prior to the Municipality taking custody of the Fire Apparatus.
- B. If the County determines that the Municipality has demonstrated extenuating services justifying the borrowing of the Fire Apparatus for more than eight (8) weeks, but not more than twenty four (24) weeks, the Municipality Agrees to pay the County, and the County agrees to accept payment at the daily rate charged by the County for use of the County Fire Apparatus at the time the Municipality seeks to borrow the County Fire Apparatus.
- C. The daily rates may be increased by the County periodically. The then effective rate shall be set forth in the in the statement described in paragraph 2(C)(ii), supra, which the Municipality's Contact Person will sign prior to the Municipality taking custody of the Fire Apparatus. The current daily rates are as follow:
  - a. First eight weeks – No charge, as set forth in Paragraph 4(A), above.
  - b. Ninth through sixteenth weeks – Twenty five dollars (\$25) per day.
  - c. Seventeenth through twenty fourth weeks – Fifty dollars (\$50) per day.



- D. The County will provide an invoice to the Municipality on a monthly basis. The Municipality agrees to pay the County within 45 days after submission of the invoice by the County to the Municipality.

**5. Contact Person.**

The Municipality agrees to appoint a person to act as a liaison to serve as the Contact Person between the County and the Municipality in order to support and facilitate the orderly and efficient distribution of Fire Apparatus and related relevant information. The Municipality's Contact Person shall be authorized to sign the statement described in paragraph 2(C)(ii), *supra*. The County's Contact Person shall be the Director of the Bergen County Law and Public Safety Institute or his designee.

**6. Other Agreements.**

The County and the Municipality reserve the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement. Nothing in this Agreement shall prohibit the County from entering into agreements to purchase, maintain, rent, loan, sell, or otherwise dispose of Fire Apparatus to other public or private entities.

**7. Dispute Regarding Payment.**

As provided in N.J.S.A. 40A:65-1, et seq., in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with this Agreement shall be paid. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined agreed to or adjudicated to be less than was actually so paid, the County shall promptly repay the excess.

**8. Risk of Loss; Indemnification.**

The Municipality acknowledges and agrees that County has made no representation regarding the condition of the Fire Apparatus, and the Fire Apparatus is being loaned strictly in "as is" and "where is" condition with no warranties, either expressed or implied. The Municipality hereby assumes all risk of damage, injury, liability or loss, including but not limited to damage to any property whatsoever and injury to, or death of, any person whomsoever, occurring by reason of, or in connection with, or as a result of, the Municipality's use of the Fire Apparatus, including any loss occasioned by failure of the Fire Apparatus to perform as intended.

The Municipality agrees to defend, indemnify and hold harmless the County, including its officers, employees, volunteers, and agents ("County Indemnified Parties"), from any and all liability and claims for damages or injury to persons or property, including death, caused by, or resulting from, or arising out of this Agreement or any of the obligations assumed by the County or the Municipality hereunder. Specifically included in this obligation is the Municipality's agreement to defend, indemnify and hold harmless the County Indemnified Parties from any and all claims asserting failure on the part of the County to properly maintain the Fire Apparatus,

including but not limited to any claim alleging liability based upon any known or unknown defective, malfunctioning, or nonfunctioning part of the Fire Apparatus.

The Municipality, upon notice from the County, shall resist and defend, at the expense of the Municipality, such action or proceeding with counsel satisfactory to the County. In addition, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Municipality's obligation to defend, indemnify, and hold harmless the County, including its officers, employees, and agents, under this paragraph.

The Municipality shall be solely responsible for any and all theft and/or damage which shall be occasioned by the Municipality's use, or occur while the Fire Apparatus is being utilized or in the custody of the Municipality, and all such costs shall be borne solely by the Municipality.

#### **9. Insurance.**

During the term of this Agreement, the Municipality shall maintain workers' compensation insurance with statutory limits and a minimum of \$ 1,000,000/\$1,000,000/\$1,000,000 Employers Liability limits, and automobile liability insurance with a minimum liability limit of \$1,000,000.00 Combined Single Limit in full force and effect, covering all employees in the Fire Apparatus used in this performance hereunder. In addition, the Municipality shall maintain general liability insurance at limits not less than one million (\$1,000,000.00) dollars covering any claims arising out of the use of the Fire Apparatus other than those claims covered by the aforementioned automobile liability insurance. The Municipality shall not take any action to cancel or materially change any of the insurance requirements under this Agreement without the County's prior written approval of such cancellation or change. The Certificates must provide for thirty (30) days' notice of cancellation in the event that a Municipality's policy is cancelled for any reason. The Municipality expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Municipality's obligations assumed in this Agreement and shall not be construed to relieve the Municipality from liability in excess of such coverage.

It is understood that, while the County of Bergen is the titled owner to the Fire Apparatus, the Municipality, being responsible for the operator of the Fire Apparatus, will be solely responsible for the provision of motor vehicle liability insurance coverage for the Fire Apparatus during such time as the Municipality has custody of the vehicle, with said insurance providing defense and indemnification to the County Indemnified Parties, as Additional Insureds.

#### **10. Dispute Resolution.**

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to first meet informally. If informal discussion cannot resolve the dispute, the parties agree to pursue mediation prior to commencing court action. Nothing set forth herein shall be construed as relieving the Municipality of returning the Fire Apparatus to the County immediately upon demand, regardless of the status of any dispute resolution process.

### **11. No Waiver.**

The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

### **12. Relationship of the Parties.**

Accept as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.

### **13. Notices.**

All notices, demand, consents, approvals, or requests, required or permitted to be given to or served upon the County, shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to the Municipality:            To the address set forth on the signature page of this Agreement.

If to the County:                Director  
   Bergen County Law and Public Safety Institute  
   281 Campgaw Road  
   Mahwah, NJ 07430

*With a copy to:*                County Counsel  
   County of Bergen  
   One Bergen County Plaza – Room 580  
   Hackensack, NJ 07601

### **14. Miscellaneous.**

This Agreement may only be modified in writing, duly authorized and signed by the County and Municipality. All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to the County Contact or Municipal Contact.

### **15. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**16. No Assignment.**

This Agreement may not be assigned by either party without the written consent of the other. Under no circumstances shall the Municipality grant custody of the Fire Apparatus to any third party without the express written consent of the County's Contact Person.

**17. No Third Party Beneficiaries.**

This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.

**18. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**19. Entire Agreement.**

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

**20. Severability.**

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

**21. Title and Headings.**

Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

**22. Recitals.**

The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

**23. Counterparts; Facsimile Signature of County Executive.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Municipality understands and agrees that a copy of this Agreement with the County Executive's original signature shall remain on file with the County. Municipality shall execute a signature page bearing a facsimile/photocopy of the County Executive's signature, and shall accept such facsimile/photocopy of the County Executive's signature as effective and binding upon the County.

**24. Effective Date.**

This Agreement shall become effective upon passage of an authorizing Resolutions by the Municipality and the County as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., and execution hereof by both the County Executive and the Authorized official of the Municipality.

**[Signature page(s) to follow]**

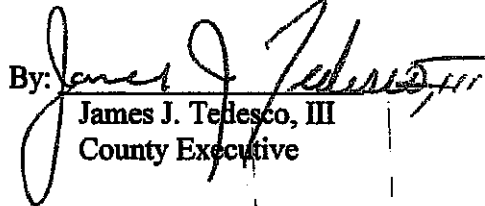
IN WITNESS WHEREOF, the COUNTY OF BERGEN and the Borough/City/Township/Village of \_\_\_\_\_ ("Municipality") have executed this SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY MUNICIPALITY WITHIN THE COUNTY OF BERGEN ("Agreement"), consisting of recitals and twenty four enumerated paragraphs on ten pages plus signature pages, and agree to be bound to the terms thereof, as of the Effective Date.

ATTEST:



Dated: 12/17/15

COUNTY OF BERGEN

By:   
James J. Tedesco, III  
County Executive

Authorized by Freeholder Resolution No. 1458-15, adopted on December 16, 2015, a copy of which is annexed hereto.

ATTEST:

\_\_\_\_\_  
(Name of Municipality)

\_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized by Resolution No. \_\_\_\_\_ of the Municipality, adopted on \_\_\_\_\_, a copy of which is annexed hereto.

All notices to the Municipality pursuant to Paragraph 13, "Notices," shall be sent to the following (to be completed by Municipality):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**2015**  
**BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS**  
**RESOLUTION**

2/11/16

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
DeNicola	✓			
Felice	✓			
Ganz	✓			
Sullivan	✓			
Tanelli	✓			
Zur	✓			
Chairwoman Voss	✓			
<b>TOTALS</b>	<b>7</b>	<b>-</b>	<b>-</b>	<b>-</b>

Resolution No.

**1458-15**

Date:

**December 16, 2015**

Page

**1 of 14**

Department/  
Division:

**Public Safety/Public Safety Education**

Purpose:

**Authorize Shared Services Agreement  
for Short Term Emergency Sharing of  
Fire Apparatus Between the County of  
Bergen and the Municipalities Within  
the County of Bergen**

Account No.

Contract No.

Dollar Amount:

**n/a**

Prepared By:

**DZ**

Offered by:  
Seconded by:  
Approved by:

Sullivan  
Ganz  
DZ

**Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders  
on above date at the Regular Meeting by:**

**Lisa Sciancalepore, Clerk, Board of Chosen Freeholders, Bergen County, New Jersey**

**WHEREAS, the County of Bergen operates a Fire Academy through the County's  
Department of Public Safety; and**

**WHEREAS, the County of Bergen owns certain fire apparatus, including ladder vehicles  
and engines ("Fire Apparatus") used for training firefighters; and**

**WHEREAS, in furtherance of the County Executive's shared services initiative, the  
County seeks to establish a program to make certain Fire Apparatus available to the  
municipalities within Bergen County on a temporary/emergency basis for use as front line fire  
apparatus when not needed for training purposes ("Fire Apparatus Loaner Program"); and**

**WHEREAS**, the County has determined that by entering into a Shared Services Agreement governing the terms for borrowing the County's Fire Apparatus in advance of a municipality's need to utilize the Fire Apparatus, the parties will be able to facilitate the prompt availability of the Fire Apparatus at such time as a municipality has a need to utilize it;

**WHEREAS**, the County is authorized to enter into shared services agreements in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

**WHEREAS**, County Counsel has prepared a form of Shared Services Agreement, entitled "SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY MUNICIPALITY WITHIN THE COUNTY OF BERGEN" ("Shared Services Agreement"), a copy of which is annexed to this Resolution, as Exhibit A; and

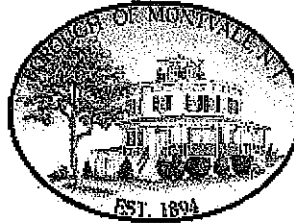
**WHEREAS**, the Shared Services Agreement sets forth the terms under which the County will, subject to availability, loan Fire Apparatus to municipalities on an emergent, temporary basis, such as in circumstances of breakdown or destruction of a municipality's firefighting vehicles,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS**, upon the recommendation of Ralph Rivera, Director of the Department of Public Safety and Richard Blohm, Director of the Division of Public Safety Education, as follows:

1. The recitals set forth above are incorporated into the body of this resolution as if set forth at length herein.
2. The Board of Chosen Freeholders hereby endorses the County Executive's proposed Fire Apparatus Loaner Program, and approves the terms thereof, as set forth in the Shared Services Agreement annexed to this Resolution as Exhibit A.
3. The County Executive is hereby authorized to sign the Shared Services Agreement in the form annexed as Exhibit A, together with any other documents necessary to implement the Fire Apparatus Loaner Program as set forth therein, the Agreement and all other documents to be in forms approved by County Counsel.







**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 61-2016**

**RE: Authorize Execution of Agreement with Katy Homeowners Association /  
Municipal Service Agreement**

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

**WHEREAS**, an agreement has been negotiated between the Borough of Montvale and Alayna Townhome Association 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, 2016 and terminating on December 31, 2020; and

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

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

**Adopted: March 8, 2016**

**ATTEST:**

**APPROVED:**

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

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

## RESOLUTION

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

<b><u>FUND</u></b>	<b><u>AMOUNT</u></b>	<b><u>NOTES</u></b>
Current	\$2,771,792.87	Bill List Wire 3/8/16
	<u>209,020.81</u>	Wires/Manual Checks
Current TOTAL	2,980,813.68	
Housing Trust	1,844.19	Bill List Wire 3/8/16
Police Outside Detail	66.38	Bill List Wire 3/8/16
Engineering Trust	165.00	Bill List Wire 3/8/16
Escrow - Trust	37,347.80	Bill List Wire 3/8/16
Dog Trust	150.00	Bill List Wire 3/8/16
Open Space Trust	\$687.50	Bill List Wire 3/8/16

*This resolution was adopted by the Mayor and Council of Montvale  
at a meeting held on 3/8/16*

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

Approved: 3/8/16

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

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

ATTEST:

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

**MANUAL/VOID CHECKS - WIRES****March 8, 2016**

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Transaction/Vendor</u>	<u>Amount</u>
WIRE		2/24/16	Payroll Account	125,173.81
WIRE		2/24/16	Salary Account	77,417.18
WIRE		2/24/16	FSA Account	429.82
WIRE		2/24/16	Postage for Postage Machine	<u>6,000.00</u>
	Total			<u>209,020.81</u>

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

Vendor # Name	PO # PO Date Description	Contract Amount Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	1099 Excl
00023 BERGEN CTY UTILITIES AUTHORITY								
16-00266 02/23/16 SEWER SERVICE COST 2016	B							
2 SEWER SERVICE COST	218,669.46	6-01-31-832-029	B OTHER CONTRACTUAL ITEMS	R	02/23/16	03/02/16	INV0004518	N
Vendor Total:	218,669.46							
00027 BT SPECIALTIES								
16-00141 01/20/16 Commerative Clock								
1 COMMERATIVE CLOCK FYFE	135.00	6-01-21-720-036	B OFFICE SUPPLIES	R	01/20/16	03/02/16	2633	N
Vendor Total:	135.00							
00032 BERGEN COUNTY SOIL								
16-00283 02/29/16 FIRE HOUSE SOIL FEE REVISION								
1 FIRE HOUSE SOIL FEE REVISION	1,025.00	6-01-20-715-029	B ENGINEERING - OTHER CONTRACTUAL ITEMS	R	02/29/16	03/02/16	REVISE SOIL FEE N	
Vendor Total:	1,025.00							
00047 D & E UNIFORMS								
16-00249 02/17/16 UNIFORM/SHIRT/FLAGS/GLOVES/HAT								
1 UNIFORM/SHIRT/FLAGS/GLOVES/HAT	590.40	6-01-25-752-032	B CLOTHING & UNIFORMS	R	02/17/16	03/02/16	51573	N
Vendor Total:	590.40							
00104 MONTVALE BOARD OF EDUCATION								
16-00014 01/05/16 2016 LOCAL SCHOOL TAX	B							
4 2016 LOCAL SCHOOL TAX/MARCH	1,241,134.00	6-01-55-207-000	B LOCAL SCHOOL TAXES	R	01/05/16	03/02/16	MARCH 2016	N
Vendor Total:	1,241,134.00							

March 2, 2016  
12:17 PM

Borough of Montvale  
Bill List By Vendor Id

Page No: 2

Vendor # Name												
PO #	PO Date	Description	Contract	PO Type			First	Rcvd	Chk/Void	1099		
Item Description			Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Exc1
00125 NORTHWEST BERGEN REGIONAL												
16-00078	01/12/16	HEALTH SERVICES 2016		B								
2		HEALTH SERVICES 2016 1ST QTR.	13,774.31	6-01-27-785-029	B	OTHER CONTRACTUAL ITEMS	R	01/12/16	03/02/16		1ST QTR 2016	N
Vendor Total:			13,774.31									
00137 PASCACK VALLEY REGIONAL HS DST												
16-00013	01/05/16	REGIONAL SCHOOL TAX 2016		B								
4		REGIONAL SCHOOL TAX 2016/MAR.	1,020,537.15	6-01-55-206-000	B	REGIONAL SCHOOL TAX	R	01/05/16	03/02/16		MARCH 2016	N
Vendor Total:			1,020,537.15									
00139 MAUREEN TAROSST-ALWAN												
16-00290	03/01/16	PETTY CASH FOR FEBRUARY										
1		PETTY CASH FOR FEBRUARY	51.36	6-01-20-701-026	B	MAINTENANCE OF OTHER EQUIPMENT	R	03/01/16	03/02/16		FEBRUARY	N
2			5.58	6-01-20-701-036	B	OFFICE SUPPLIES	R	03/01/16	03/02/16		FEBRUARY	N
3			7.00	6-01-20-701-041	B	MEAL REIMBURSEMENT	R	03/01/16	03/02/16		FEBRUARY	N
4			60.00	6-01-20-701-058	B	OTHER EQUIPMENT & SUPPLIES	R	03/01/16	03/02/16		FEBRUARY	N
5			13.98	6-01-21-720-041	B	MEAL REIMBURSEMENT	R	03/01/16	03/02/16		FEBRUARY	N
6			13.44	6-01-42-855-032	B	CLOTHING & UNIFORMS	R	03/01/16	03/02/16		FEBRUARY	N
7			14.56	6-01-41-250-032	B	CLOTHING AND UNIFORMS	R	03/01/16	03/02/16		FEBRUARY	N
8			150.73	6-01-20-703-041	B	MEAL REIMBURSEMENT	R	03/01/16	03/02/16		FEBRUARY	N
			316.65									
Vendor Total:			316.65									
00142 PITNEY BOWES, INC.												
16-00121	01/19/16	POSTAGE MACHINE LEASE & MAINT.		B								
2		POSTAGE MACHINE LEASE &	855.00	6-01-20-701-061	B	LEASED EQUIPMENT	R	01/27/16	03/02/16		7467534-JA16	N
Vendor Total:			855.00									
00146 PSE&G CO.												
16-00262	02/22/16	PSE&G CHARGES /JANUARY										
1	6702243308	159 CHESTNUT RDG RD	20.50	6-01-31-829-070	B	NATURAL GAS	R	02/22/16	03/02/16		JANUARY	N
2	6532701009	CHESTNUT RDG TS ELE	188.85	6-01-31-829-070	B	NATURAL GAS	R	02/22/16	03/02/16		JANUARY	N
3	6703262608	43 HUFF TER	12.91	6-01-31-829-070	B	NATURAL GAS	R	02/22/16	03/02/16		JANUARY	N
4	6530025502	RAILROAD AVE/REC.	142.90	6-01-31-829-070	B	NATURAL GAS	R	02/22/16	03/02/16		JANUARY	N

March 2, 2016  
12:17 PM

Borough of Montvale  
Bill List By Vendor Id

Page No: 3

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00146 PSE&G CO.												
	16-00262	02/22/16	PSE&G CHARGES /JANUARY			Continued						
	5	6575412106	W GRAND AVE. FIRE	443.51	6-01-31-829-070	B NATURAL GAS	R	02/22/16	03/02/16		JANUARY	N
	6	6600192208	VLY VIEW TER	11.59	6-01-31-829-070	B NATURAL GAS	R	02/22/16	03/02/16		JANUARY	N
	7	6673192003	31 W GRAND AVE. DPW	440.73	6-01-31-829-070	B NATURAL GAS	R	02/22/16	03/02/16		JANUARY	N
	8	6772525604	12 MERCEDES DR	1,520.82	6-01-31-829-078	B NATURAL GAS - 12 MERCEDES	R	02/22/16	03/02/16		JANUARY	N
	9	6502643000	MEMORIAL DR SR.CTR.	729.05	6-01-31-829-086	B NATURAL GAS - ONE MEMORIAL	R	02/22/16	03/02/16		JANUARY	N
				3,510.86								
			Vendor Total:	3,510.86								
00163 STAR PRESS, INC.												
	16-00234	02/12/16	MCDOWELL BUSINESS CARDS									
	1	MCDOWELL BUSINESS CARDS	45.00	6-01-25-745-263	B MC DOWELL, DOUGLAS R-CLOTHING	R	02/12/16	03/02/16			22454	N
			Vendor Total:	45.00								
00178 FAIR GAME GOOSE CONTROL INC.												
	16-00083	01/12/16	GOOSE CHASING 2016			B						
	3	GOOSE CHASING 2016	687.50	T-14-56-286-001	B RESERVE FOR OPEN SPACE TRUST	R	01/12/16	03/02/16			48 BD OF HEALTH	N
	16-00232	02/11/16	GOOSE CHASING BOARD OF ED/FEB.									
	1	GOOSE CHASING	687.50	6-01-27-785-092	B GEESE CONTROL	R	02/11/16	03/02/16			48 BD OF ED	N
			Vendor Total:	1,375.00								
00215 TOWNSHIP OF RIVER VALE												
	16-00024	01/06/16	PASCACK VALLEY DPW 2016 SERVICE			B						
	4	PASCACK VALLEY DPW/ MARCH 2016	125,656.00	6-01-37-850-029	B OTHER CONTRACTUAL - PASCACK VALLEY DPW	R	01/06/16	03/02/16			MARCH 2016	N
			Vendor Total:	125,656.00								
00327 INTERNATIONAL ASSOCIATION												
	16-00154	01/22/16	CHIEF ABRAMS MEM DUES 2016									
	1	CHIEF ABRAMS MEM DUES 2016	150.00	6-01-25-745-044	B PROFESSIONAL ASSOCIATION DUES	R	01/22/16	03/02/16			2016 DUES	N
			Vendor Total:	150.00								

Page No: 4

Vendor # Name	PO #	PO Date	Description	Contract Amount	Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00329 NJ STATE DEPT. OF HEALTH												
16-00285	03/01/16	FEB.	DOG STATE LICENSE FEE									
1	FEB.	DOG STATE LICENSE FEE	150.00	T-12-56-286-001	B RESERVE FOR DOG LICENSE	R	03/01/16	03/02/16			FEBRURAY	N
Vendor Total:			150.00									
00375 BOROUGH OF PARK RIDGE												
16-00263	02/22/16	TRI-BORO	FUEL INVOICE/JANUARY									
1	TRI-BORO	FUEL INVOICE/JANUARY	2,690.87	6-01-31-833-074	B GASOLINE & DIESEL FUEL	R	02/22/16	03/02/16			JANUARY	N
16-00264	02/22/16	TRI-BORO	AMBULANCE FUEL CHARGE									
1	TRI-BORO	AMBULANCE FUEL CHARGE	134.52	6-01-25-748-074	B GASOLINE	R	02/22/16	03/02/16			JANUARY	N
Vendor Total:			2,825.39									
00424 TEN BROECK, DAVID												
16-00256	02/19/16	REIMBURSEMENT	CLOTHING/EQUIP									
1	REIMBURSEMENT	CLOTHING/EQUIP	138.70	6-01-25-745-259	B TEN BROECK, DAVID - CLOTHING	R	02/19/16	03/02/16			CLOTHING	N
Vendor Total:			138.70									
00554 BERGEN MUNI EMPL BENEFITS FUND												
16-00273	02/24/16	HEALTH BENEFITS	FEB 2016									
1	MEDICAL BENEFITS	FEB 2016	67,126.00	6-01-23-733-096	B OTHER CONTRACTUAL - BMED	R	02/24/16	03/02/16			FEB 2016	N
2	DENTAL BENEFITS	FEB 2016	3,577.00	6-01-23-733-095	B DENTAL	R	02/24/16	03/02/16			FEB 2016	N
3	PRESCRIPTION BENEFITS	FEB 2016	20,798.00	6-01-23-733-097	B PRESCRIPTION	R	02/24/16	03/02/16			FEB 2016	N
			91,501.00									
Vendor Total:			91,501.00									
00595 KEY - TECH												
16-00231	02/11/16	POLICE O/S	DETAIL REFUND									
1	POLICE O/S	DETAIL REFUND	66.38	P-10-56-286-251	B Key-Tech	R	02/11/16	03/02/16			PD DETAIL REF.	N
Vendor Total:			66.38									



March 2, 2016  
12:17 PM

Borough of Montvale  
Bill List By Vendor Id

Page No: 5

Vendor # Name		Contract PO Type		First Rcvd		Chk/Void	1099			
PO #	PO Date	Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Invoice	Excl
Item Description										
00637 PASCACK VALLEY FIREMEN'S ASSOC										
16-00209 02/08/16 2016 ANNUAL DUES										
1	2016 ANNUAL DUES	150.00	6-01-25-752-044	B	PROFESSIONAL ASSOCIATION DUES	R	02/08/16	03/02/16	2016 DUES	N
Vendor Total:		150.00								
00730 BOGGIA & BOGGIA, ESQS.										
16-00098 01/14/16 LEGAL FEES 2016				B						
2	GENERAL MATTERS THRU 1/29/16	744.52	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25845	N
3	REGAN DEVELOPMENT	350.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25846	N
4	CONSTRUCTION OF FIREHOUSE	434.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25847	N
5	DPW FEDERAL ACTION	1,456.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25848	N
6	ROE V.MONTVALE SUP.CRT APPELL.	224.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25850	N
7	SLOAN KETTERING	196.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25851	N
8	A.MCNEICE V. MONTVALE	3,108.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25852	N
9	LIBOCK V.BEAR BAN BUILDERS LLC	1,274.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25853	N
10	BERGEN COUNTY TAX APPEAL 2016	1,988.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25854	N
11	BERGEN COUNTY TAX APPEALS 2015	406.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25855	N
12	DS MONTVALE TAX APPEAL	280.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25856	N
13	MACK-CALI PROPERTIES TAX APPEA	168.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25857	N
14	FEROLIE REALTY TAX APPEAL	98.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25858	N
15	BENJAMIN MOOR TAX APPEAL	616.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25859	N
16	TCAM TAX APPEAL	294.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25860	N
17	REALTY ASSOCIATE IOWA TX APPEA	266.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25861	N
18	KSL TAX APPEAL	490.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25862	N
19	KAPLAN & DRESSNER TAX APPEAL	364.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25863	N
20	MONTVALE PLAZA ASSOC.TX APPEAL	238.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25864	N
21	RECKITT BENCKISER TAX APPEAL	1,400.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25865	N
22	20 CRAIG RD TAX APPEAL	498.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25866	N
23	14 PHILIPS PARKWAY TAX APPEAL	638.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25867	N
24	MONTVALE JUSTIN LILLI TX APPEA	364.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25868	N
25	SUMMIT PLAZA INC. TAX APPEAL	602.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25869	N
26	H.E NORTHGATE TAX APPEAL	70.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25870	N
27	JEFLER COMPANY TAX APPEAL	591.45	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25871	N
28	KOSKINEN TAX APPEAL	98.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25872	N
29	BANK OF AMERICA TAX APPEAL	98.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25873	N
30	CHESTNUT RIDGE LLC 2014 TX APP	210.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25874	N
31	180 SUMMIT AVE. TAX APPEAL	624.00	6-01-20-712-028	B	OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16	25875	N

March 2, 2016  
12:17 PM

Borough of Montvale  
Bill List By Vendor Id

Page No: 6

Vendor # Name

PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl
00730 BOGGIA & BOGGIA, ESQS. Continued									
16-00098 01/14/16 LEGAL FEES 2016		Continued							
32 GECMC 2005 TAX APPEAL	1,036.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16		25876	N
33 AVIV EFRAT TAX APPEAL	70.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16		25877	N
34 ARE 100 PHILIPS TAX APPEAL	14.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16		25878	N
35 HUB PROPERTIES TAX APPEAL	126.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16		25879	N
36 CBRE TAX APPEAL	1,162.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16		25880	N
37 210 SUMMIT AVE. TAX APPEAL	126.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16		25881	N
38 HORNROCK PROPERTIES TAX APPEAL	14.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16		25882	N
39 KIRKORIAN TAX APPEAL	28.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16		25883	N
40 GREGG KRAVATZ TAX APPEAL	28.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16		25884	N
41 US BAN OF AM. TAX APPEAL	196.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16		25885	N
42 LTF REAL ESTATE TAX APPEAL	350.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16		25886	N
43 PD 3 PARAGON TAX APPEAL	252.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16		25887	N
44 ANNETTE GARDELLA TAX APPEAL	14.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16		25888	N
45 120 CHESTNUT RDG RD TAX APPEAL	196.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16		25889	N
46 ROCKLAND ELECTRIC TAX APPEAL	112.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/14/16	03/02/16		25890	N
	21,911.97								
16-00265 02/22/16 2015 AFFORDABLE HOUSING LITIG.									
1 2015 AFFORDABLE HOUSING LITIG.	1,369.19	T-03-56-286-006	B TRUST - RESERVE FOR HOUSING	R	02/22/16	03/02/16		25849	N
Vendor Total:		23,281.16							

00731 MASER CONSULTING P.A.

16-00073 01/12/16 FARBER 1801/2									
1 FARBER 1801/2	165.00	T-03-56-286-008	B TRUST - RESERVE FOR ENGINEER	R	01/12/16	03/02/16		310541	N
16-00177 01/29/16 ESCROW PAYMENTS									
1 MICHELLE ORIOLO 2411/6&7	70.00	E-08-00-215-15A	B Michele Oriolo (2411/6,7)or(7,8,9)	R	01/29/16	03/02/16		317475	N
2 STEVE VALKO 203/6	290.00	E-08-00-215-14A	B Steve valko (203/6)	R	01/29/16	03/02/16		317474	N
3 LSREF4 REBOUND LLC 2002/3	541.25	E-08-00-215-13A	B LSREF4 REBOUND LLC (2002/3)	R	01/29/16	03/02/16		317473	N
4 BALDANZA CONSTRUCTION 403/2	70.00	E-08-00-215-06A	B Baldanza Construction (403/2)	R	01/29/16	03/02/16		317471	N
5 CHESTNUT RDG SHOP CTR.3101/1	70.00	E-08-00-214-08A	B CHESTNUT RIDGE SHOP CTR-URSTADT(3101/1)	R	01/29/16	03/02/16		317467	N
6 NJ ENERGY CORP.2405/1,2,26	420.00	E-08-00-213-13A	B NJ Energy Corp (2405/1,2,26)	R	01/29/16	03/02/16		317466	N
7 MEMORIAL SLOAN KETT.2601/32	3.50	E-08-00-215-05A	B Memorial Sloan Kettering (2601/32)	R	01/29/16	03/02/16		317470	N
	1,464.75								

March 2, 2016  
12:17 PM

Borough of Montvale  
Bill List By Vendor Id

Page No: 7

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Exc1
00731 MASER CONSULTING P.A.												
	16-00178	01/29/16	ESCROW PAYMENT BEAR BAN									
	1	WOODLAND HEIGHTS (BEAR BAN)	3,229.00	E-08-00-207-23A	B WOODLAND HGHTS 1301/24+-2204/39&40	R	01/29/16	03/02/16			313801	N
16-00223	02/10/16	ESCROW PAYMENTS										
	1	SLOAN KETTERING SITE PLAN	330.00	E-08-00-215-05A	B Memorial Sloan Kettering (2601/32)	R	02/10/16	03/02/16			318192	N
	2	LSREF 4 REBOUND LLC 2002/3	577.50	E-08-00-215-13A	B LSREF4 REBOUND LLC (2002/3)	R	02/10/16	03/02/16			318194	N
	3	MONTV.DEVELOP.ASSOC.2802/2&3	12,586.25	E-08-00-213-07A	B Mtv1 Dev-Hekemian Group (2802/2&3)	R	02/10/16	03/02/16			318186	N
			13,493.75									
16-00224	02/10/16	ESCROW PAYMENTS										
	1	K.HOV.DEL BEN 302&1002/1,4,7	3,192.50	E-08-00-208-21A	B KHOV DELBEN II 302&1002/1,4&7	R	02/10/16	03/02/16			318184	N
	2	WOODLAND HGHTS (BEAR BAN)	115.00	E-08-00-207-23A	B WOODLAND HGHTS 1301/24+-2204/39&40	R	02/10/16	03/02/16			318183	N
	3	EQUITY ESTATES SUBDIV.1501/21	1,172.50	E-08-00-214-10A	B Equity Estates LLC (1501/21)	R	02/10/16	03/02/16			318190	N
			4,480.00									
16-00244	02/16/16	ESCROW PAYMENT										
	1	ALI, GEORGE & STEPHANIE 1601/1	500.00	E-08-00-200-12A	B ALI, GEORGE & STEPHANIE 1601/1	R	02/16/16	03/02/16			125245	N
16-00253	02/18/16	ESCROW PAYMENT ASCHENBRAND										
	1	JOE ASCHENBRAND 1702/11	71.25	E-08-00-215-11A	B Joseph Aschenbrand (1702/11)	R	02/18/16	03/02/16			317476	N
Vendor Total:			23,403.75									
00762 HARBORTOUCH												
16-00228	02/10/16	CREDIT CARD FEES JAN 2016										
	1	CREDIT CARD FEES JAN 2016	136.87	6-01-41-250-029	B OTHER CONTRACTUAL ITEMS	R	02/10/16	03/02/16			JAN 2016	N
	2	CREDIT CARD FEES JAN 2016	126.35	6-01-42-855-029	B OTHER CONTRACTUAL ITEMS	R	02/10/16	03/02/16			JAN 2016	N
			263.22									
Vendor Total:			263.22									
00789 NJAPZA												
16-00221	02/10/16	NJAPZA ANNUAL DUES - 2016										
	1	2016 Dues - J. Fette	85.00	6-01-22-725-044	B PROFESSIONAL ASSOCIATION DUES	R	02/10/16	03/02/16			2016 DUES	N

March 2, 2016  
12:17 PM

Borough of Montvale  
Bill List By Vendor Id

Page No: 8

Vendor # Name		PO # PO Date		Description	Contract	PO Type	First		Rcvd	Chk/Void	1099
Item Description		Amount		Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date Invoice	
00789	NJAPZA	Continued									
16-00221	02/10/16	NJAPZA ANNUAL DUES - 2016		Continued							
2	2016 Dues - C. Petersen	85.00	6-01-22-725-044	B PROFESSIONAL ASSOCIATION DUES	R	02/10/16	03/02/16			2016 DUES	N
		170.00									
Vendor Total:		170.00									
00812	NJ STATE ASSOCIATION OF										
16-00215	02/09/16	2016 CHIEF'S DUES									
1	2016 CHIEF'S DUES	275.00	6-01-25-745-044	B PROFESSIONAL ASSOCIATION DUES	R	02/09/16	03/02/16			2016 DUES	N
Vendor Total:		275.00									
00857	SAFE-T-TECH SECURITY SYSTEMS										
16-00236	02/12/16	RESET/REPAIR EXTERIOR CAMERA									
1	RESET/REPAIR EXTERIOR CAMERA	172.50	6-01-26-772-029	B OTHER CONTRACTUAL ITEMS	R	02/12/16	03/02/16			7026	N
Vendor Total:		172.50									
00986	ATLANTIC TACTICAL										
15-01273	12/09/15	AMMO									
1	AMMO 9MM 127+P+ T-Series	752.90	5-01-25-745-100	B AMMUNITION/ARMAMENTS	R	12/09/15	03/02/16			SI-90179529	N
Vendor Total:		752.90									
01134	RESERVE ACCOUNT										
16-00084	01/12/16	REFILL POSTAGE METER 2016		B							
3	REFILL POSTAGE METER 2016/FEB.	800.00	6-01-20-701-022	B POSTAGE & EXPRESS CHARGES	R	02/29/16	03/02/16			FEBRUARY	N
Vendor Total:		800.00									
01156	DIRECT ENERGY BUSINESS										
16-00278	02/29/16	DIRECT ENERGY ELECTRIC CHARGES									
1	0157026009 1 MEMORIAL LT FIELD	19.53	6-01-31-825-071	B ELECTRICITY	R	02/29/16	03/02/16			ES16419023	N
2	0195092007 GRAND SOPK 87/97	28.53	6-01-31-825-071	B ELECTRICITY	R	02/29/16	03/02/16			ES16419023	N
3	0716933005 MEMORIAL TENNIS CRT	31.99	6-01-31-825-071	B ELECTRICITY	R	02/29/16	03/02/16			ES16419023	N
4	9555848004 MUNICIPAL STR.LITES	2,862.44	6-01-31-826-075	B STREET LIGHTING	R	02/29/16	03/02/16			ES16419023	N
5	0128933004 KINDERKAMACK RD	254.06	6-01-31-825-071	B ELECTRICITY	R	02/29/16	03/02/16			ES16419393	N

March 2, 2016  
12:17 PM

Borough of Montvale  
Bill List By Vendor Id

Page No: 9

Vendor # Name

PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
Item Description	Amount	Charge Account	Acct Type Description							
01156 DIRECT ENERGY BUSINESS		Continued								
16-00278 02/29/16 DIRECT ENERGY ELECTRIC CHARGES		Continued								
6 0563019009 GRAND SOPK 67/62	23.27	6-01-31-825-071	B ELECTRICITY	R	02/29/16	03/02/16			ES16419393	N
7 0590933001 35W GRAND AVE	375.92	6-01-31-825-071	B ELECTRICITY	R	02/29/16	03/02/16			ES16419393	N
8 0611933003 MEMORIAL DPW	751.07	6-01-31-825-071	B ELECTRICITY	R	02/29/16	03/02/16			ES16419393	N
9 0653933003 GRAND OTHR MTLBX	50.30	6-01-31-825-071	B ELECTRICITY	R	02/29/16	03/02/16			ES16419393	N
10 0674933003 1 MEMORIAL DR SR CT	505.82	6-01-31-825-086	B ELECTRICITY - 1 MEMORIAL	R	02/29/16	03/02/16			ES16419393	N
11 0700055009 HUFF TER PUMP	225.80	6-01-31-825-071	B ELECTRICITY	R	02/29/16	03/02/16			ES16419393	N
12 0758933005 1 MEMORIAL SHED 1	0.19	6-01-31-825-071	B ELECTRICITY	R	02/29/16	03/02/16			ES16419393	N
13 0787127002 GRAND SOPK 75/77	13.98	6-01-31-825-071	B ELECTRICITY	R	02/29/16	03/02/16			ES16419393	N
14 1451933002 MEMORIAL SHED 2	176.66	6-01-31-825-071	B ELECTRICITY	R	02/29/16	03/02/16			ES16419393	N
15 1619931002 VALLEY VIEW SEWER	370.46	6-01-31-825-071	B ELECTRICITY	R	02/29/16	03/02/16			ES16419393	N
16 4725845003 SUMMIT OTHR UNMTR 1	1.24	6-01-31-825-071	B ELECTRICITY	R	02/29/16	03/02/16			ES16419393	N
17 8822932014 12 MERCEDES DR	5,939.55	6-01-31-825-078	B ELECTRICITY - 12 MERCEDES	R	02/29/16	03/02/16			ES16419393	N
18 8906935008 E GRAND OTHR UNMTR	8.72	6-01-31-825-071	B ELECTRICITY	R	02/29/16	03/02/16			ES16419393	N
19 9494934001 D MIDDLETON SWR	302.82	6-01-31-825-071	B ELECTRICITY	R	02/29/16	03/02/16			ES16419393	N
20 9515932009 GRAND OTHR UNMTR	79.80	6-01-31-825-071	B ELECTRICITY	R	02/29/16	03/02/16			ES16419393	N
	12,022.15									

Vendor Total: 12,022.15

01241 RAY'S PIZZA

16-00288 03/01/16 DELIVERY PLANNING BD MTG.3/1										
1 DELIVERY PLANNING BOARD	121.00	6-01-21-720-041	B MEAL REIMBURSEMENT	R	03/01/16	03/02/16			2196	N
2 TIP	10.00	6-01-21-720-041	B MEAL REIMBURSEMENT	R	03/01/16	03/02/16			2196	N
	131.00									

Vendor Total: 131.00

01249 BOTTA, CHRISTOPHER

16-00085 01/12/16 PROSECUTORIAL SERVICES 2016		B								
3 PROSECUTORIAL SERVICES 2016	3,120.00	6-01-20-713-028	B OTHER PROF/CONSULTANT SERVICES	R	01/12/16	03/02/16			1ST QTR 2016	N
4 PROSECUTORIAL SERVICES 2016	3,380.00	6-01-41-251-028	B OTHER PROFESSIONAL/CONSULTANT SERVICES	R	01/12/16	03/02/16			1ST QTR 2016	N
	6,500.00									

Vendor Total: 6,500.00

March 2, 2016  
12:17 PM

Borough of Montvale  
Bill List By Vendor Id

Page No: 10

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
01409 NARITA MARAJ, LLC.												
	16-00099	01/14/16	RECORDS MANAGEMENT SVS 2016		B							
	5		RECORDS MANAGEMENT SVS 2016	472.75	6-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R	01/20/16	03/02/16		MTV-2016-004	N
Vendor Total:				472.75								
01488 BANISCH ASSOCIATES, INC.												
	16-00245	02/16/16	PLANNING SERVICES									
	1		PLANNING SERVICES	75.00	T-03-56-286-006	B TRUST - RESERVE FOR HOUSING	R	02/16/16	03/02/16		P15-25376	N
	16-00281	02/29/16	PLANNING SERVICES 1/19 & 1/20									
	1		PLANNING SERVICES 1/19 & 1/20	400.00	T-03-56-286-006	B TRUST - RESERVE FOR HOUSING	R	02/29/16	03/02/16		P16-25510	N
Vendor Total:				475.00								
01497 SALERNO, GERALD												
	16-00086	01/12/16	PUBLIC DEFENDER 2016		B							
	3		PUBLIC DEFENDER 2016	858.00	6-01-42-856-028	B OTHER PROF/CONSULTANT SERVICES	R	01/12/16	03/02/16		1ST QTR 2016	N
	4		PUBLIC DEFENDER 2016	929.50	6-01-41-252-028	B OTHER PROFESSIONAL/CONSULTANT SERVICES	R	01/12/16	03/02/16		1ST QTR 2016	N
				1,787.50								
Vendor Total:				1,787.50								
01514 ERICA RUOCCO												
	16-00267	02/23/16	MAILBOX DAMAGE/SNOW PLOW									
	1		MAILBOX DAMAGE/SNOW PLOW	75.00	6-01-20-701-026	B MAINTENANCE OF OTHER EQUIPMENT	R	02/23/16	03/02/16		2/5/16	N
Vendor Total:				75.00								
01516 PHILLIPS, BRYAN												
	16-00294	03/02/16	MAILBOX DAMAGED/ SNOW PLOW									
	1		MAILBOX DAMAGED/ SNOW PLOW	75.00	6-01-20-701-026	B MAINTENANCE OF OTHER EQUIPMENT	R	03/02/16	03/02/16		1/23/16	N
Vendor Total:				75.00								
01760 UNITED PARCEL SERVICE												
	16-00172	01/26/16	F047X6026 UPS CHARGES									
	1		F047X6026 UPS CHARGES/BL BD	11.13	5-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	01/26/16	03/02/16		6026	N

March 2, 2016  
12:17 PM

Borough of Montvale  
Bill List By Vendor Id

Page No: 11

Vendor # Name										
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099
Item Description			Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date Invoice	Exc1
01760 UNITED PARCEL SERVICE Continued										
16-00207 02/05/16 F047X6046&6056 UPS CHARGES										
1	F047X6046	UPS CHARGES/PL. BD	29.77	6-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	02/05/16	03/02/16	6046	N
2	F047X6056	UPS CHARGES/PL. BD	11.13	6-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	02/05/16	03/02/16	6056	N
3	F047X6056	UPS CHARGES/CONSTR.	3.71	6-01-22-725-022	B POSTAGE & EXPRESS CHARGES	R	02/05/16	03/02/16	6056	N
			44.61							
16-00233 02/11/16 F047X6066 UPS CHARGES /PD										
1	F047X6066	UPS CHARGES /PD	16.52	6-01-25-745-022	B POSTAGE & EXPRESS CHARGES	R	02/11/16	03/02/16	6066	N
Vendor Total:			72.26							
02141 REGAN, ROBERT T., ESQ.										
16-00252 02/18/16 ESCROW PAYMENT ASCHENBRAND										
1	ASCHENBRAND APPL. 1702/11		1,488.00	E-08-00-215-11A	B Joseph Aschenbrand (1702/11)	R	02/18/16	03/02/16	12987	N
16-00292 03/01/16 ESCROW PAYMENTS										
1	HEKEMIAN GROUP LITIGATION		8,528.00	E-08-00-213-08A	B Mtv1 Dev Assoc-MP/Ord Litigation	R	03/01/16	03/02/16	13109	N
2	BLADANZ.99 SPRING VALLEY 403/2		16.00	E-08-00-215-06A	B Baldanza Construction (403/2)	R	03/01/16	03/02/16	13114	N
3	APPL.LSREF4 2002/3		3,264.00	E-08-00-215-13A	B LSREF4 REBOUND LLC (2002/3)	R	03/01/16	03/02/16	13108	N
4	UNITED WAY 1606/6		413.05	E-08-00-214-22A	B United Way of BC (1606/6)	R	03/01/16	03/02/16	13106	N
5	VALKO APPLICATION 203/6		192.00	E-08-00-215-14A	B Steve Valko (203/6)	R	03/01/16	03/02/16	13112	N
6	ORIOLO APPL. 2411/7-9		144.00	E-08-00-215-15A	B Michele Oriolo (2411/6,7)or(7,8,9)	R	03/01/16	03/02/16	13107	N
7	NJ ENERGY 2405/1,2,&26		64.00	E-08-00-213-13A	B NJ Energy Corp (2405/1,2,26)	R	03/01/16	03/02/16	13115	N
			12,621.05							
Vendor Total:			14,109.05							
02408 MCDOWELL, DOUGLAS										
16-00255 02/19/16 REIMB RADIO HOLDER										
1	REIMB RADIO HOLDER		44.95	6-01-25-745-263	B MC DOWELL, DOUGLAS R-CLOTHING	R	02/19/16	03/02/16	REIMB. RADIO	N
Vendor Total:			44.95							
02426 VERIZON WIRELESS										
16-00261 02/22/16 423308956 VERIZON WIRELESS										
1	423308956	VERIZON WIRELESS	218.57	6-01-31-827-076	B TELEPHONE CHARGES	R	02/22/16	03/02/16	9760263351	N

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
02426 VERIZON WIRELESS Continued												
	16-00279	02/29/16	982182917 VERIZON WIRELESS									
	1	982182917	VERIZON WIRELESS	496.30	6-01-31-827-076	B TELEPHONE CHARGES	R	02/29/16	03/02/16		9760840440	N
	Vendor Total:			714.87								
02559 INS.DESIGN ADMINISTRATORS												
	16-00082	01/12/16	CONTRACT FOR ADMINSTR.VISION P		B							
	4	VISION ADMINSTR.	FEE MARCH	252.00	6-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R	01/12/16	03/02/16		386893	N
	Vendor Total:			252.00								
02757 TYCO ANIMAL CONTROL SERVICES												
	16-00158	01/25/16	ANIMAL CONTROL - 2016		B							
	3	ANIMAL CONTROL - 2016/FEBRUARY		800.00	6-01-27-788-029	B OTHER CONTRACTUAL ITEMS	R	01/25/16	03/02/16		FEBRUARY	N
	4	EMERGENCY RESPONSES FEBRUARY		120.00	6-01-27-788-029	B OTHER CONTRACTUAL ITEMS	R	01/25/16	03/02/16		FEBRUARY	N
				920.00								
	Vendor Total:			920.00								
03060 TRI-STATE TECHNICAL SERVICES												
	16-00076	01/12/16	2016 COMPUTER MAINTENANCE		B							
	2	2016 COMPUTER MAINTENANCE		2,028.25	6-01-20-701-108	B MAINTENANCE/RENTAL AGREEMENTS	R	01/12/16	03/02/16		25001	N
	16-00079	01/12/16	ACCESS/SPECIAL MICROSOFT 2016		B							
	4	ACCESS/SPECIAL MICROSOFT 2016		252.00	6-01-20-701-108	B MAINTENANCE/RENTAL AGREEMENTS	R	01/12/16	03/02/16		24205	N
	16-00080	01/12/16	CABLE TV ADOBE SOFTW.LEASE2016		B							
	4	CABLE TV ADOBE SOFTW.LEASE2016		21.39	6-01-20-716-061	B LEASED EQUIPMENT & SOFTWARE	R	01/12/16	03/02/16		24200	N
	Vendor Total:			2,301.64								
03084 SICOMAC DAIRY FOODS												
	16-00161	01/25/16	MILK DELIVERY ADMINSTR.2016		B							
	2	MILK DELIVERY ADMINSTR.	JANUARY	26.08	6-01-20-701-041	B MEAL REIMBURSEMENT	R	01/25/16	03/02/16		JANUARY 2016	N
	Vendor Total:			26.08								



Page No: 13

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/chk	First Enc Date	Rcvd Date	Chk/void Date	Invoice	1099 Excl
03173 SPOK, INC.												
16-00092	01/13/16	OEM PAGER GUASCONI										
1	OEM PAGER GUASCONI	6.87	6-01-31-827-076	B	TELEPHONE CHARGES	R	01/13/16	03/02/16			Z2418310A	N
Vendor Total:		6.87										
03215 UNUM LIFE INSURANCE												
16-00159	01/25/16	2016 LIFE INSURANCE			B							
3	2016 LIFE INSURANCE/& AD&D/FEB	193.05	6-01-23-735-029	B	OTHER CONTRACTUAL ITEMS	R	01/25/16	03/02/16			FEBRUARY 2016	N
Vendor Total:		193.05										
03615 FRASCIELLO, MARLY												
16-00296	03/02/16	PETTY CASH										
1	PETTY CASH MEAL REIMB	61.63	6-01-25-745-041	B	MEAL REIMBURSEMENT	R	03/02/16	03/02/16			PD PETTY CASH	N
2	PETTY CASH ZAGAJA CLOTHING	31.98	6-01-25-745-254	B	ZAGAJA, MACIEJ	R	03/02/16	03/02/16			PD PETTY CASH	N
		93.61										
Vendor Total:		93.61										
03666 VERIZON 3070534												
16-00291	03/01/16	2013070534 PUBLIC ASSISTANCE										
1	2013070534 PUBLIC ASSISTANCE	57.13	6-01-27-790-076	B	TELEPHONE CHARGES	R	03/01/16	03/02/16			2013070534	N
Vendor Total:		57.13										
Total Purchase Orders: 64 Total P.O. Line Items: 169 Total List Amount: 2,812,053.74 Total Void Amount: 0.00												

March 2, 2016  
12:17 PM

Borough of Montvale  
Bill List By Vendor Id

Page No: 14

Totals by Year-Fund Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND 2015 BUDGET	5-01	764.03	0.00	764.03	0.00	0.00	764.03
CURRENT FUND 2015 BUDGET	6-01	2,771,028.84	0.00	2,771,028.84	0.00	0.00	2,771,028.84
BOA ESCROW ACCOUNTS	E-08	37,347.80	0.00	37,347.80	0.00	0.00	37,347.80
POLICE OUTSIDE DETAIL	P-10	66.38	0.00	66.38	0.00	0.00	66.38
OTHER TRUST ACCOUNT	T-03	2,009.19	0.00	2,009.19	0.00	0.00	2,009.19
DOG TRUST ACCOUNT	T-12	150.00	0.00	150.00	0.00	0.00	150.00
OPEN SPACE TRUST ACCT	T-14	687.50	0.00	687.50	0.00	0.00	687.50
Year Total:		2,846.69	0.00	2,846.69	0.00	0.00	2,846.69
Total Of All Funds:		2,812,053.74	0.00	2,812,053.74	0.00	0.00	2,812,053.74

**Maureen Iarossi**

---

**From:** Lorraine  
**Sent:** Thursday, March 03, 2016 10:44 AM  
**To:** Maureen Iarossi  
**Subject:** Draft Tree Ordinance  
**Attachments:** darlenes draft for tree ordinance.pdf

Maureen:

Attached is the Draft Tree Ordinance that Darlene prepared. Once she receives comments from the Council she will incorporate both those with the EC's comments.

**R. Lorraine Hutter**  
Land Use Administrator/Office Manager  
Borough of Montvale  
12 Mercedes Drive  
Montvale, NJ 07645  
201-391-5700 ext 242

# **DRAFT**

## **Framework for Montvale Tree Ordinance**

The objective of this ordinance is to preserve the character of the Borough and its neighborhoods by establishing appropriate tree preservation standards to control and regulate indiscriminate and excessive removal, cutting, and destruction of trees, and to provide means necessary for control and enforcement of these standards.

**Formal Ordinance language, content and definitions to be developed.**

### **DEFINITIONS**

**CALIPER** - Standard measure of tree size for trees to be newly planted. The measurement is taken six inches above the ground for trees four inches in diameter or less and 12 inches above the ground for trees over four inches in diameter.

**DIAMETER AT BREAST HEIGHT (DBH)** - Diameter of an existing tree measured 4 1/2 feet (forestry method) above the ground level on the downhill side of the existing tree. Diameter at breast height may appear as the abbreviation "DBH".

**SHADE TREE** – A deciduous tree with a mature height of at least 25 feet. When planted, the tree shall have a caliper of at least 3 inches and an approximate height of 16 to 18 feet.

**ORNAMENTAL TREE** – A deciduous tree grown primarily for its display of aesthetic features including, but not limited to, flowers, leaves, scent, texture and fruit. When planted, the tree shall have a caliper of at least 2.5 inches and an approximate height of 10 to 12 feet.

**REPLACEMENT TREE** - A nursery-grown certified tree, properly balled, marked with a durable label indicating genus, species and variety, and satisfying the standards established for nursery stock and installation thereof set forth by the American Association of Nurseryman.

**TREE** - Any self-supporting woody plant which reaches a typical mature height of 12 feet or more at maturity and has a typical DBH of four inches or greater.

**In no case shall more than 50% of existing trees be removed unless prior approval has been granted by the Environmental Commission.**

Criteria for Tree Removal Permit on residential lots within a 12-month period:

Unless otherwise exempt under Section \_\_\_\_:

- A Tree Removal Permit shall be required when more than 4 trees between 6 inches DBH and 12 inches DBH are proposed to be removed in a 12-month period.
- A Tree Removal Permit required shall be required when more than one tree 12 inches DBH or greater is proposed to be removed in a 12-month period.

In addition, removal of 8 or more trees 6 inches DBH or greater requires Environmental Commission review and a replacement plan.

Criteria for Tree Removal Permit on undeveloped lots within a 12-month period:

Unless otherwise exempt under Section \_\_\_\_\_:

- A Tree Removal Permit is required when one or more trees 6 inches DBH or greater is proposed to be removed in a 12-month period. A Permit, along with Environmental Commission review and a replacement plan shall be required.

All tree removal shall be completed within 90 days of approval.

## **Tree Replacement and Restoration**

### **Replacement trees shall be as follows:**

- Suitable species for shade trees: oaks, maples, plane, beech and hornbeam. In those cases where shade trees are to be provided in limited spaces, columner/fastigata varieties are also acceptable.
- Suitable species for ornamental trees: should be of disease-resistant varieties wherever possible, as well as proven to be hardy per the USDA Plant Hardiness Zone Map, including but not limited to kousa dogwood, purple leaf plum, eastern red bud, and river birch.

Other species requested by the applicant will be subject to approval by the Environmental Commission.

Newly planted replacement trees shall be monitored for a period of one year to ensure the health of the tree. If a replacement tree dies within the one year period, it shall be replaced.

### Replacement criteria –residential lots

<u>DBH of tree removed</u>	<u>Number of replacement trees required</u>
6 – 11.9 inches	1 for every 4 trees removed
12 - 29.9 inches	1
30 inches or greater	2

### Replacement criteria –undeveloped lots

<u>DBH of tree removed</u>	<u>Number of replacement trees required</u>
6 – 12 inches	1 for every 3 trees removed
12 – 29.9 inches	1
30 inches or greater	2

If an applicant cannot locate all the required replacement trees on their lot, than the application shall be required to deposit \$300 per required replacement tree into the Montvale Tree Fund, which shall be used to plant trees in the Borough's parks, along the Borough's streets and on other Borough-owned properties.

### Fees and penalties

- Schedule of fees and penalties to be developed
- Permit Application fee: \$25.00
- Unauthorized removal: \$250.00 per tree , plus an appearance before the Environmental Commission

### Other items to be determined

- Exemptions for tree removal in Utility and Right-of-Way easements
- Criteria for removal of dead or diseased trees
- Criteria for removal of trees in imminent danger of causing damage, such as emergency conditions caused by wind or storms
- Special conditions for historic, landmark or specimen trees
- Parkland or other public lands owned by the Borough of Montvale
- Tree removal on commercial and business properties

### EXEMPTIONS

The following shall be exempt from this Ordinance:

1. Removal of trees less than 6 inches DBH.
2. Removal of trees which are dead, dying or diseased, or trees which have suffered damage, or any tree whose angle of growth makes it a hazard to structures, roads or human life.

3. Removal of trees which appear to cause structural damage to buildings or foundations.
4. Pruning or removal of trees within the right-of-way by utility companies for maintenance of utility wires or pipelines and the pruning of trees within sight easements.
5. Any tree, which is part of a cemetery.
6. Trees directed to be removed by a municipal, county, state or federal authority.
7. In the case of an emergency (e.g. damage caused by wind or storm) that requires the removal of a tree, notice shall be given no later than 48 hours after said removal.
8. Christmas tree farms.
9. Commercial nurseries.

### **LANDMARK TREES**

Upon recommendation of the Environmental Commission, the Council may determine whether any tree qualifies as a Landmark Tree. A tree may qualify as a Landmark Tree if it meets one or more of the following criteria:

1. Tree species is rare or is a native tree within the Borough.
2. The tree is more than 100 years old.
3. The tree is of an abnormal height or has an abnormal trunk diameter or drip line for a tree of its species.
4. The location, shade value, fragrance, aesthetic features or scenic enhancement of such tree is of special important to the Borough of Montvale.

All trees designated as Landmark Trees by the Council shall be shown on an official Borough Map with appropriate code markings signifying each tree's designation, number, species, age, size, etc. Once the Landmark Tree list has been compiled and approved, a letter shall be sent to the property owner if the Landmark Tree is located on private property.

If the owner or owners of the property on which a Landmark Tree is located consents thereto, the Borough may identify such tree as a Landmark Tree by the placement of a suitable marker.

If, and when, any Landmark Tree is removed, the Environmental Commission in conjunction with the Council shall arrange for the necessary changes to be made to the official Landmark Tree inventory records and Borough Map.

No person shall cut down or remove any Landmark Tree, whether such tree is located on public or private property, without first obtaining the approval of the Council/Environmental Commission and a permit issued pursuant to Section \_\_\_\_\_. The only exception to this is in the case of an emergency (e.g. damage caused by wind or storm) that requires the removal of the tree due to the hazard it poses. Notice shall be given to the Borough no later than 48 hours after said removal.



**Borough of Montvale**

**Tree Removal Permit Package**

Do you plan to remove:

- a) more than four trees between six (6) inches DBH and twelve (12) inches DBH on a **residential lot** (private property where a building is located) in a 12-month period? OR
- b) one or more trees twelve (12) inches DBH or greater on a **residential lot** (private property where a building is located) in a 12-month period?

or

Do you plan to remove one or more trees six (6) inches DBH or greater on an **undeveloped lot** (private property where there is no existing building) in a 12-month period?

**If your answer to both of these questions is NO,  
then a tree removal permit is not required.**

**If your answer to either of these two questions is  
YES, then a tree removal permit is required.**

To apply for a tree removal permit, please complete an **Application for Tree Removal Permit** and submit it to the Environmental Commission along with a \$25.00 application fee

**Borough of Montvale**  
**Application for Tree Removal Permit**  
(Limited to one application per property every 12 months)

1. Property Owner – please complete the following:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Address of tree removal: \_\_\_\_\_

Block: \_\_\_\_\_ Lot: \_\_\_\_\_

Have you applied for a Tree Removal Permit before? \_\_\_\_ YES \_\_\_\_ NO

If YES, date of previous application (s): \_\_\_\_\_

Name, address, and License number of tree removal contractor:

2. Attach a survey of the property showing all trees, buildings, and structures currently on the property. If the applicant does not have a survey of the property, then a sketch shall be provided showing the above information. Such sketch shall be of a scale and clarity found to be suitable by the Borough of the purposes of this Ordinance. Indicate the trees to be removed by numbering them on the survey/sketch: 1, 2, 3, ... etc., and provide specific details for each tree to be removed in the table on the next page. Also indicate the location and species of any required replacement trees.

3. To facilitate site inspection, each tree intended for removal must be physically marked with plastic ribbon or a suitable alternative, tied around the trunk of the tree approximately 4.5 feet above the ground.

Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Borough Approval / Denial by: \_\_\_\_\_ Date: \_\_\_\_\_

### **Details of Trees Intended for Removal**

[illegible]

**Maureen Iarossi**

---

**From:** Montvale Recreation <montvalerecreation@ymail.com>  
**Sent:** Thursday, March 03, 2016 3:30 PM  
**To:** Maureen Iarossi  
**Subject:** Summer camp employees

Hi Maureen,

I am submitting the initial list of summer employees that includes only the Assistant Directors. All three have worked as directors in the past and all three will receive the same stipend of \$3,500 for their employment.

Rose Freeman  
Adam LoPresti  
Kathryn LoPresti

Thanks,

Jim Freeman  
Recreation Director  
201-259-6840