

AGENDA
WORK SESSION MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
August 30, 2016
Closed Executive Session 7:00 PM
Meeting to Commence 7:30 PM

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:
Contract Negotiations

- a. Montvale PBA Police Negotiations

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

PROCLAMATION: Supporting The Drive Sober or Get Pulled Over 2016 Statewide Crackdown

ORDINANCES:

PUBLIC HEARING ORDINANCE NO. 2016-1418 AN ORDINANCE TO AMENDING AND SUPPLEMENTING CHAPTER 121 OF THE CODE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, TO AMEND "SCHEDULE VIII – STOP INTERSECTIONS" AND TO SPECIFY THE LOCATION OF STOP SIGNS AT VARIOUS INTERSECTIONS

INTRODUCTION ORDINANCE NO.2016-1419 AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 40 OF THE BOROUGH CODE TO CLARIFY THE AUTHORITY OF THE GOVERNING BODY TO PROVIDE INCREASES TO THE LOSAP PAYMENTS BY RESOLUTION OF THE GOVERNING BODY IN ACCORDANCE WITH APPLICABLE LAW

(Public hearing 9/13/16)

MINUTES:

August 9, 2016

RESOLUTIONS:

- 139-2016 Awarding Professional Service Contract/Engineering Services/Construction Observation Services
New Montvale Fire House/ Maser Consulting, LLC
- 140-2016 Authorize Release of Escrow/Block 2203/Lot 1/Bruce Hackett
- 141-2016 Authorizing Resolution/Bergen County Open Space 2015 Trust Fund/Huff Park Playground
Project
- 142-2016 Refund Tax Overpayment / Block 101 Lot 9; 68 Valley View Terrace / Mitchell Nitzan

RESOLUTIONS: (CONSENT AGENDA*)

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

None

BILLS:

ENGINEER'S REPORT:

Andrew Hipolit

Report/Update

- a. Report Receipt of Bids/Borough Hall HVAC/Roof Replacement

ATTORNEY REPORT:

Joe Voytus, Esq.

Report/Update

UNFINISHED BUSINESS:

- a. Update Montvale Swim Club/Mayor Ghassali

NEW BUSINESS:

- a. Certificate of Determination and Award/Bond Anticipation Note
- b. Bergen Municipal Employee Benefit Fund (BMED) 2016 Dividend Declaration

COMMUNICATION CORRESPONDENCE:

None.

MEETING OPEN TO THE PUBLIC:

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

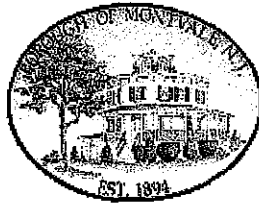
Upon recognition by the Mayor, the person shall proceed to the floor and give his/her name and address in an audible tone of voice for the records. Unless further time is granted by the Council, he/she shall limit his/her statement to five (5) minutes. Statements shall be addressed to the Council as 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.

ADJOURNMENT:

The next Meeting of the Mayor and Council will be held September 13, 2016 at 7:30 p.m.

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

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



Proclamation/Resolution

Supporting the Drive Sober or Get Pulled Over 2016 Statewide Crackdown

Whereas, approximately one-third of all fatal traffic crashes in the United States involve drunk drivers; and

Whereas, impaired driving crashes cost the United States almost \$50 Billion a year; and

Whereas, 27% of motor vehicle fatalities in New Jersey in 2013 (the last year for which complete data is available) were alcohol-related; and

Whereas, an enforcement crackdown is planned to combat impaired driving; and

Whereas, the summer season and the Labor Day holiday in particular are traditionally times of social gatherings which include alcohol; and

Whereas, the State of New Jersey, Division of Highway Traffic Safety, has asked law enforcement agencies throughout the state to participate in the Drive Sober or Get Pulled Over 2016 Statewide Crackdown; and

Whereas, the project will involve increased impaired driving enforcement from August 19 through September 5, 2016; and

Whereas, an increase in impaired driving enforcement and a reduction in impaired driving will save lives on our roadways;

Now, therefore, I, Michael N. Ghassali, Mayor of the Borough of Montvale, County of Bergen, State of New Jersey, do hereby declare support for the Drive Sober or Get Pulled Over 2016 Statewide Crackdown from August 19 through September 5, 2016 and pledges to increase awareness of the dangers of drinking and driving.

Michael N. Ghassali, Mayor

Dated

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
ORDINANCE NO. 2016-1418**

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 9th day of August 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 30th day of August 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. 2016-1418

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 121 OF THE
CODE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF
NEW JERSEY, TO AMEND "SCHEDULE VIII – STOP INTERSECTIONS" AND TO
SPECIFY THE LOCATION OF STOP SIGNS AT VARIOUS INTERSECTIONS**

WHEREAS, the Borough of Montvale Police Chief has requested the installation of stop signs regulating traffic on Flintlock Road where it intersects with Woodland Road, and on Cherry Lane where it intersects with Surrey Lane; and

WHEREAS, the Borough Engineer has reviewed these requests and has determined that it is in the best interests of the Borough for the promotion of traffic safety to place stop signs at the requested location; and

WHEREAS, the Borough Engineer has determined that the placement of stop signs at the proposed locations is consistent with the Manual on Uniform Traffic Control Devices for Streets and Highways.

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

Section 1. Chapter 121 of the Code of the Borough of Montvale, Section 121-32, "Schedule VIII – Stop Intersections," is hereby amended and supplemented to add the underlined text to the existing schedule:

Intersection	Stop Sign On
<u>Cherry Lane and Surrey Lane</u>	<u>Cherry Lane, southbound</u>
<u>Flintlock Road and Woodland Road</u>	<u>Flintlock Road, eastbound</u>
<u>Jules Court and Woodland Road</u>	<u>Jules Court, westbound</u>
<u>Westminster Court and Woodland Road</u>	<u>Westminster Court, westbound</u>

Section 2. Repeal of Inconsistent Ordinances.

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

Section 3. Savings Clause.

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

Section 4. Severability.

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

Section 5. Effective Date.

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

MICHAEL GHASSALI, Mayor

ATTEST:

MAUREEN IAROSHI-ALWAN, RMC
Municipal Clerk

**BOROUGH OF MONTVALE
ORDINANCE NO. 2016-1419**

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 30st day of August, 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 13th day of September 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 -1419

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 40 OF THE BOROUGH CODE TO CLARIFY THE AUTHORITY OF THE GOVERNING BODY TO PROVIDE INCREASES TO THE LOSAP PAYMENTS BY RESOLUTION OF THE GOVERNING BODY IN ACCORDANCE WITH APPLICABLE LAW

WHEREAS, the Emergency Services Volunteer Length of Service Awards Program ("LOSAP") was signed into law in 1998 to support the recruitment and contention of fire and first aid volunteers by rewarding their service; and

WHEREAS, the Borough of Montvale did adopt a LOSAP program in the Borough by virtue of Ordinance No. 99-1131 adopted on August 10, 1999, and by voter referendum approved on November 2, 1999; and

WHEREAS, the LOSAP program adopted by the Borough did not explicitly provide a procedure to increase in the annual contribution amounts; and

WHEREAS, the New Jersey Department of Community Affairs, Division of Local Government services has determined that such increases may be made at the discretion of the governing body by resolution, in amounts not to exceed the cumulative change in the Consumer Price Index (CPI) since the year in which the annual contribution amounts were last set; and

WHEREAS, the Borough of Montvale is desirous of amending its LOSAP Ordinance to provide clarity to the public and to potential recipients of LOSAP awards that such increases are indeed permitted at the discretion of the Governing Body.

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

Section 1. Chapter 40 of the Code of the Borough of Montvale, Section 40-27, "Criteria for eligibility," is hereby amended and supplemented by adding the underlined text, as follows:

Commencing January 1, 2000, LOSAP shall provide annual contributions to each eligible member that meets the following criteria:

- A. 100 points are required for a member to be eligible for an annual contribution.
- B. Five years of service are required for vesting.
- C. The maximum annual contribution per each eligible member shall be as follows:
 - (1) First year - 2000: \$600.
 - (2) Second Year - 2001: \$850.
 - (3) Third Year - 2002, and each year thereafter: \$1,150.
- D. The Governing Body may, from time to time, authorize an increase in the annual contributions in an amount not to exceed the cumulative percentage increase in the Consumer Price Index (CPI) since the year in which the annual contribution amount was last set, as calculated by the Director of the Division of Local Government Services. Any such increase shall be made by resolution of the Governing Body and shall not require a public hearing.

Section 2. 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 3. Effective date.

This Ordinance shall take effect immediately upon adoption and publication as provided by law.

Section 4. 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 IAROSSE-ALWAN, RMC
Municipal Clerk

PUBLIC MEETING
MINUTES

The Public Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:38PM. Adequate notification was published in the official newspaper of the Borough of Montvale. Master Sergeant Dieter Koelling led the Pledge of Allegiance to the Flag, and roll call was taken.

OPEN PUBLIC MEETING STATEMENT

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

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

ROLL CALL:

Councilmember Curry

Councilmember Lane

Councilmember Koelling

Councilmember Talarico

Councilmember LaMonica

Councilmember Weaver

GET TO KNOW OUR MONTVALE CORPORATES PRESENTATION SERIES:

Mike Searles, Benjamin Moore CEO presenting the company's history and services to Montvale
A Proclamation was given to Mr. Searles which is included with the original minutes.

ORDINANCES:

INTRODUCTION ORDINANCE NO. 2016-1418 AN ORDINANCE TO AMENDING AND SUPPLEMENTING CHAPTER 121 OF THE CODE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, TO AMEND "SCHEDULE VIII – STOP INTERSECTIONS" AND TO SPECIFY THE LOCATION OF STOP SIGNS AT VARIOUS INTERSECTIONS

(Public Hearing 8/30/16)

A motion to Introduce Ordinance **2016-1418** 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 Curry - A roll call was taken – all ayes

MEETING OPEN TO PUBLIC:

Agenda Items Only

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

NO PUBLIC COMMENT

Motion to close meeting to the public by Councilmember Lane; seconded by Councilmember Curry
- All ayes

MEETING CLOSED TO PUBLIC:

Agenda Items Only

MINUTES:July 26, 2016

A motion to accept minutes by Councilmember Lane; seconded by Councilmember Talarico
– all ayes with the exception of Councilmember Koelling abstaining

MINUTES CLOSED/EXECUTIVE SESSION:July 26, 2016

A motion to accept minutes by Councilmember Lane; seconded by Councilmember Curry
– all ayes with the exception of Councilmember Koelling abstaining

RESOLUTIONS:**133-2016 A Resolution Awarding a Professional Services Contract to Robert R. Guida, J.S.C. (Ret.) to Serve as a Special Hearing Officer in a Personnel Disciplinary Matter**

WHEREAS, the Borough of Montvale has a need to retain the services of an attorney to serve as a Special Hearing Officer in connection with a Personnel Disciplinary Matter; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq., allows for the awarding of a contract for "Professional Services" without public advertising for bids; and

WHEREAS, the Borough has received a proposal from Robert R. Guida, J.S.C. (Ret.), an attorney of the State of New Jersey and a retired Superior Court Judge who has special expertise in presiding over disciplinary hearings; and

WHEREAS, said proposal includes an hourly rate of \$350/hour; and

WHEREAS, the Governing Body is satisfied that Robert R. Guida, J.S.C. (Ret.) possesses the requisite experience pertaining to such matters; and

WHEREAS, the Governing Body is desirous of awarding a contract to Robert R. Guida, J.S.C. (Ret.), to serve as a Special Hearing Officer for the above-stated rate; and

WHEREAS, prior to the execution of a contract, Robert R. Guida, J.S.C. (Ret.) will complete and submit a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to a political or candidate committee for a candidate for or holder of the office Mayor or Councilmember of the Borough Council of the Borough of Montvale in the previous year, and that the contract will prohibit Robert R. Guida, J.S.C. (Ret.) from making any reportable contributions through the term of the contract; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that a professional services contract is hereby awarded to Robert R. Guida, J.S.C. (Ret.) to serve as Special Hearing Officer in connection with the pending Personnel Disciplinary matter, pursuant to the terms and conditions set forth herein.

BE IT FURTHER RESOLVED that this contract is awarded without competitive bids as a "professional services" contract in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the *Local Public Contracts Law* because the subject matter of the contract is for professional services by a firm or professional authorized to practice within the State of New Jersey.

BE IT FURTHER RESOLVED that this Contract is being awarded pursuant to the alternative process of the *New Jersey Local Unit Pay to Play Law*, N.J.S.A. 19:44A-20.5, and in compliance therewith, and the *Business Entity Disclosure Certification* and all other required forms will be placed on file with this Resolution.

BE IT FURTHER RESOLVED that all appropriate Borough officials are hereby authorized to take all steps necessary to execute a contract for the above-referenced professional services, consistent with this Resolution.

BE IT FURTHER RESOLVED that although the value of this contract is not expected to exceed the applicable bid threshold, notice of the award of the above contract will be published in *The Record* within ten (10) days of the adoption of this Resolution.

Introduced by: Councilmember Lane; seconded by Councilmember Koelling - All ayes
Councilmember Weaver asked for clarification regarding the clause "not to exceed" ; Mr. Boggia explained that the proposal is by an hourly rate and it will be monitored by his office.

134-2016 Awarding Professional Service Contract/Engineering Services/2016 HMGP/Generator Project/ Borough of Montvale/ Maser Consulting, LLC

WHEREAS, the Borough of Montvale has deemed it necessary to engage the professional services of an Engineer to provide professional engineering services, design, preparation of bid documents, coordinate with vendor and FEMA for the Borough of Montvale location of 12 Mercedes Drive for the purchase and installation of an emergency generator to provide power to the entire Municipal Building, with the exception of the Police Department, air conditioning and Library; and

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

WHEREAS, Maser Consulting, 200 Valley Road, Suite 400, Mt. Arlington, NJ 07856 has submitted a proposal dated July 22, 2016 to provide these services which is attached to the original of this resolution, and

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

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

- 1) That the proposal for the scope of professional engineering services is attached to this resolution which is made part of this resolution shall be awarded to Maser Consulting.
- 2) That the following be provided: design and preparation of bid documents, project meetings and project team coordination with vendor and FEMA
- 3) The cost not to exceed shall be \$10,500.00. The Engineer shall be required to submit itemized bills and payment shall be made based upon services rendered. The rates for this work are in accordance with the hourly contractual agreement with the Borough of Montvale.

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

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

135-2016 Authorize Performance Surety Bond Reduction #1 and Cash Bond Reduction K Hovnanian The Reserve At Montvale/ Block 302 Lot 1

WHEREAS, K Hovnanian at Montvale II, LLC, 110 Fieldcrest Ave., Edison, NJ 08837 has requested a reduction in both Bond #1103208 Lexon Insurance Company and cash bonds for their performance guarantees; and

WHEREAS, a completed inspection of the site has been conducted by Maser Consulting P.A., which takes no exception to the reduction in their performance bonds. A letter dated July 21, 2016 from Borough Engineer, Andrew Hipolit which has been made a part of this resolution; and

WHEREAS, as recommended by the Borough Engineer the performance bond shall be reduced to \$644,857.52 to a surety bond and the Cash portion of the bond reduced to \$71,650.84 shall be maintained to assure all uncompleted improvements are completed.; and

WHEREAS, total remaining balance \$716,508.38; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that the Municipal Clerk is hereby authorized to issue the reduction in the performance bonds as stated above for K Hovnanian at Montvale II, LLC 110 Fieldcrest Ave., Edison, NJ 08837.

BE IT FURTHER RESOLVED, K Hovnanian at Montvale II, LLC shall provide the Borough of Montvale with a new surety bond in the amount \$644,857.52 and the Borough Treasurer shall receive a copy of the resolution for the processing.

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

136-2016 Authorize Release of Escrow/ Block 2701/Lot 4/AEP Industries

WHEREAS, AEP Industries, 95 Chestnut Ridge Road, Montvale, NJ 07645 has requested release in escrow for Block 2701 Lot 4; 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 \$1,855.89 is hereby released to AEP Industries; and

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

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

137-2016 Authorize Release Of Performance Guarantee/Four Seasons At Ridgmont/Block Block 3301 Lots 2,3 4 Block 3102 Lot 1

WHEREAS, K. Hovnanian at Four Seasons At Ridgmont, LLC, 110 Fieldcrest Ave., Edison, NJ 08837 has requested a final release of their Performance Bond for Four Seasons At Ridgmont ; and

WHEREAS, a completed inspection of the site has been conducted by Maser Consulting P.A., which takes no exception to the release of the performance bond to \$20,000.00 for this project subject to the submittal of a Maintenance Bond in the amount of \$411,651.08 to be held by the Borough for a period of two (2) years. A detailed letter dated August 2, 2016 from Borough Engineer, Andrew Hipolit has been made a part of this resolution; and

WHEREAS, as recommended by the Borough Engineer the performance bond shall be reduced to \$20,000.00 for landscaping issue which shall be resolved by K. Hovnanian to assure all uncompleted improvements are completed and a maintenance bond shall be posted in the amount of \$411,651.08; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that the Municipal Clerk is hereby authorized to issue the release in the performance bond as stated above for Four Seasons At Ridgmont, 110 Fieldcrest Ave., Edison, NJ 08837.

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

138-2016 RE: Authorize Payment #1/New Montvale Firehouse/Unimak LLC

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

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

WHEREAS, the Borough Engineer in an e-mail dated July 23, 2016 and Robbie Conley Architect, LLC approved said payment based on the contract as per the letter dated July 25, 2016 which both are attached to the original of this resolution; and

WHEREAS, payment #1 is hereby authorized to be issued to Unimak, LLC, 82 Midland Avenue, Saddle Brook, NJ 07663 Franklin Avenue, Suite 170 Nutley, NJ 07110-1209; and

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

Total Contract Amount	\$4,449,000.00 Resolution #82-2016
Total Amount Due	\$207,230.80 Resolution 138-2016
Total Remaining:	4,241,769.20

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

BILLS:

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

REPORT OF REVENUE: Municipal Clerk read the Report of Revenue – July**COMMITTEE REPORTS:****Councilmember Weaver****Environmental Commission**

After some discussions with the committee, some questions arose regarding monies for landscaping of borough owned properties as far as landscaping; the center of town has some overgrown weeds and some dead plantings; Our Buildings and Grounds official will be notified to investigate the islands in the center of town; Another question by the committee is who is responsible for the trees between Woodland and Akers approximately 13 trees that seem to be deformed from the utility company; the engineer stated Orange/Rockland should be notified first then the county; any branches above the wires have to be removed by the utility company only.

Regional Board of Ed

Have been contacted by some Montvale parents that are concerned with the guidelines of the mileage of 2.5 miles distance from school for bus transportation and that they are just slightly under it; Mayor Ghassali and Mr. Weaver will meet with them to further discuss

Planning Board

New businesses 105 Spring Valley Road and 85 Chestnut Ridge Road; public hearing for the Super Value is scheduled for Sept 6th

Councilmember Koelling**Swim Club**

Woodcliff Lake is offering a special deal for Montvale residents for the rest of the summer

Councilmember LaMonica**Chamber of Commerce**

New website is under way; Street Fair has been re-scheduled for Oct 23rd

Councilmember Curry**Construction**

Plan review for Wegmans is moving forward and work on Memorial Sloan is moving forward as well. The department will be hiring temporary part-time officials in anticipation of the work load with Wegmans and other upcoming projects; The fees collected will pay for the extra positions.

Building and Grounds

The County cut the grant funding for the playground equipment for Huff Park; the borough will receive \$21,000 grant which is a matching grant; the engineer stated that you can purchase the equipment under State contract; a motion to authorize the engineer to get quotes by Councilmember Curry; seconded by Councilmember Lane – all ayes

Recreation

The position of Rec Director has been posted on the NJLOM website; thanked Jim Freeman for all his years of service; Summer Camp was a success

Board of Health

Flu clinic is scheduled for September 17 at the community center from 9-11am

Newsletter

If you would like a hard copy of the newsletter in the mail, please contact borough hall

Councilmember Talarico

Police

Monthly report included in original minutes

Tri-Boro

Montvale logged: 51 calls; 773 miles; 47 hours; 48.5 crew hours

Councilmember Talarico made a statement that he is withdrawing his name and petition for the upcoming election for councilmember

Council President Lane

Fire Department

The demolition is moving forward; the department is performing well in their temporary garage at DPW;
The wet down of the new firetruck is scheduled for September;

MAYOR

Library

Circulation 12,937; 6,353 patron visits; Looking for donations of books, cds, and dvds by August 20th for their upcoming book sale in September

Report

Received number of calls regarding the swim club and will have a report at next meeting; Flight Center USA and Sharp Electronics will be having their Grand Openings in September; met with the MAL president regarding field maintenance, more discussions will follow.

ENGINEER'S REPORT:

Andy Hipolit

Report/Update

Eagle Ridge sewer project will start next Monday, August 15th - should take a few weeks

HVAC/ Roof bids will be open on August 23

North Ave milling and paving will be advertised next week to receive bids

ATTORNEY REPORT:

Phil Boggia, Esq.

Report/Update

No Report

UNFINISHED BUSINESS:

None

NEW BUSINESS:

- a. Montvale PBA Local 303/Fourth Annual 5K/October 22, 2016/Request Road Closures/Delayed Opening Recycling Center 11:00 am

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

Councilmember Lane wanted to thanked Councilmember Talarico for working along side him for nine years and added that he has never met a more honest and straight forward councilmember or individual in his professional and personal life. Tremendous asset to the community.

COMMUNICATION CORRESPONDENCE:

None

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

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

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

NO PUBLIC COMMENT

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

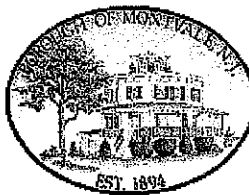
MEETING CLOSED TO THE PUBLIC:**ADJOURNMENT:**

Motion to adjourn Public Meeting by Councilmember Lane; seconded by Councilmember Talarico
- all ayes

Meeting was adjourned at 8:25pm

The next Meeting of the Mayor and Council will be held August 30, 2016 at 7:30 p.m.

Respectfully submitted, Fran Scordo, Deputy Municipal Clerk



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO.139-2016**

RE: Awarding Professional Service Contract/Engineering Services/Construction Observation Services/New Montvale Fire House/ Maser Consulting, LLC

WHEREAS, the Borough of Montvale has deemed it necessary to engage the professional services of an Engineer to provide professional engineering services for on- site construction observations services on the existing Fire House site work; and

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

WHEREAS, Maser Consulting, 200 Valley Road, Suite 400, Mt. Arlington, NJ 07856 has submitted a proposal dated June 22, 2016 to provide these services which is attached to the original of this resolution, and

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

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

- 1) That the proposal for the scope of professional engineering services is attached to this resolution which is made part of this resolution shall be awarded to Maser Consulting.
- 2) That the following be provided: Construction Observations Services
- 3) The cost not to exceed shall be \$19,500.00. The Engineer shall be required to submit itemized bills and payment shall be made based upon services rendered. The rates for this work are in accordance with the hourly contractual agreement with the Borough of Montvale.

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

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

Adopted: August 30, 2016

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

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

June 22, 2016

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

Re: Proposal for Professional Engineering Services
Improvements to Existing Fire House – Construction Observation Services
Borough of Montvale, Bergen County, NJ
MC Proposal No. MVB-388

Dear Ms. Iarossi-Alwan:

Maser Consulting P.A. (Maser Consulting) is pleased to present this proposal for construction observation services on the existing Fire House site work. The following is our scope of services:

TASK 1.0 CONSTRUCTION OBSERVATION SERVICES

Maser Consulting will provide construction observation services for the existing Fire House. Maser Consulting will utilize the specifications developed for this project to monitor the Contractor's performance and enforce compliance with the contract documents and project schedule.

Maser Consulting will provide the Borough with on-site construction observation services, including shop drawing review for the project, and will utilize the same staff member on the project to provide consistency. Maser Consulting will attend the pre-construction meeting for the project and maintain daily observation reports. Maser Consulting will review and prepare Contractor payments for site work only, as well as change orders (if necessary). If the Contractor supplies unacceptable work or material, Maser Consulting will take an immediate course of corrective action on behalf of the Borough.

Maser Consulting will review all site work submittals for the project, including shop drawings and As-Built drawings, provided by the contractor. Prior to completion, Maser Consulting will provide the Borough with a final punch list as created by the inspector. The punch list will detail any open items along with the anticipated completion deadlines. Upon completion of the punch list items, a final site observation will be scheduled with the Contractor to close out the project. Maser Consulting will prepare the paperwork for the site work project close out and final payment on the site work to the Contractor.



It is the understanding of this office that Robbie Conley Architects will be the lead for the project and will be handling all coordination, inspections and oversight of the building portion of this contract. Maser Consulting will coordinate with Robbie Conley on the site work portion of this contract.

The project was bid with an allocation for site work of \$225,000.00. It is the responsibility of the Contractor to install all site work as shown on the site plans produced by Maser Consulting.

Task 1.0 Cost Not To Exceed Fee **\$19,500.00**

CONCLUSION

If the Borough finds this proposal acceptable, please forward a copy of a resolution authorizing the work to be performed.

If you have any questions pertaining to this matter, please do not hesitate to call me. Thank you for the opportunity to submit this proposal to you.

Very truly yours,

MASER CONSULTING P.A.

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

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

ARH/dw



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO.140-2016**

RE: Authorize Release of Escrow/Block 2203/Lot 1/Bruce Hackett

WHEREAS, Bruce Hackett, has requested release in Escrow for Block 2203/Lot 1; and

WHEREAS, Borough Officials have signed off and 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 \$42.50 is hereby released to Bruce Hackett; and

BE IT FURTHER RESOLEVED, 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: August 30, 2016

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

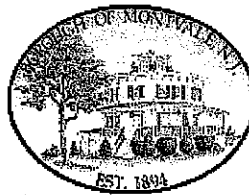
Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
ESCROW AND/OR BOND RELEASE**

BLOCK 2203 LOT 1

APPLICANT: BRUCE HACKETT

SIGN OFFS			
DEPARTMENT	NAME	SIGNATURE	DATE
FINANCE	CARL BELLO	C Bello	2/4/16
ENGINEERING	ANDREW IPOLIT	C Bello	8/10/16
CONSTRUCTION	JEFF FETTE	C Bello	2/4/16
TAX COLLECTOR	FRAN SCORDO	F. Scordo	8/10/16
POLICE	N/A		
FIRE	N/A		
DPW	N/A		
ENVIRONMENTAL COMMISSION	VORT, WOLFRANG	C Bello	2/5/16
PLANNING BOARD ATTY	REGAN, ROBERT	C Bello	6/17/16
PLANNING BOARD PLANNER	CONNIE HUTTEN		
LAND USE	R. Loman Heller	R. Loman Heller	
ADMINISTRATOR-FINAL SIGNATURE			
FINANCE	CARL BELLO		RELEASE DATE: 8/10/16
			AMOUNT 42.50



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

RESOLUTION NO.141-2016

**RE: AUTHORIZING RESOLUTION/BERGEN COUNTY OPEN SPACE 2015
TRUST FUND/HUFF PARK PLAYGROUND PROJECT**

BE IT RESOLVED, that the Mayor and Council of Borough of Montvale wish to enter into a Bergen County Trust Fund Project Contract ("Contract") with the County of Bergen for the purpose of using a \$ 21,093.00 matching grant award from the 2015 Funding Round of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("Trust Fund") for the municipal park project entitled Huff Park Playground Project located in Lot 13 in Block 2305 on the tax maps of the Borough of Montvale

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorize The Mayor or Borough Administrator to be a signatory to the aforesaid Contract; and,

BE IT FURTHER RESOLVED, that the Mayor and Council hereby acknowledge that, in general, the use of this Trust Fund grant towards this approved park project must be completed by or about May 18, 2018; and,

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant will be disbursed to the municipality as a reimbursement upon submittal of certified Trust Fund payment and project completion documents and municipal vouchers, invoices, proofs of payment, and other such documents as may be required by the County in accordance with the Trust Fund's requirements; and,

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant disbursement to the municipality will be equivalent to fifty (50) percent of the eligible costs incurred (not to exceed total grant award) applied towards only the approved park improvements identified in the aforesaid Contract in accordance with the Trust Fund's requirements.

This resolution was adopted by the Mayor and Council of Borough of Montvale at a meeting on August 30, 2016.

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

Adopted: August 30, 2016

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor



COUNTY OF BERGEN
DEPARTMENT OF ADMINISTRATION & FINANCE
DIVISION OF OPEN SPACE
One Bergen County Plaza • 4th Floor. • Hackensack, N.J. 07601-7076
Tel. (201) 336-6446 • Fax (201) 336-6449

James J. Tedesco III
County Executive

June 1, 2016

Via E-mail Only

Maureen Iarossi-Alwan

Borough of Montvale

Re: 2015 Bergen County Open Space Trust Fund Municipal Program
Huff Park Playground Project Grant Award of \$ 21,093.00

Dear Ms. Iarossi-Alwan:

The Board of Chosen Freeholders granted final approval to a Bergen County Trust Fund grant award for the above-referenced park improvement project at its meeting on May 18, 2016.

Accompanying this letter is the Trust Fund Project Contract, which is to be executed by the municipality and returned to the County within 90 days of its receipt.

Please be advised that this Contract document has been significantly amended and revised. Note its following attachments:

- A. Freeholder Resolution No. 547-16 Awarding Final Approval
- B. Sources of Project Funding & Project Timeline
- C. Municipal Resolution Authorizing Execution of Trust Fund Project Contract
- D. Municipal Park Improvement Payment Form
- E. Post-Construction Engineering Certification Form

The municipality is strongly advised to review the Trust Fund Project Contract prior to its execution. Please contact the County with any questions.

The instructions to complete and return the contract are on the next page.

Maureen Iarossi-Alwan

June 1, 2016

Page 2

Kindly please complete the following steps:

- ☐ Review the Contract.
- ☐ Complete Attachment B – Project Schedule and Sources of Funding.
- ☐ Provide proof of project funding if it is already in place.
- ☐ Authorize a municipal Resolution as per Attachment C.
- ☐ Execute three (3) original signature pages (page 15) with witness for the Grantee.

Please print and return the following documents within 90 days of the receipt of this letter:

- ☐ Three (3) full copies of the Contract and its Attachments **OR**,
- ☐ Three (3) copies of the signature page (page 15), and,
- ☐ One (1) copy each of Attachments B and C.

A fully-executed contract document will be returned to the municipality with instructions on project completion for receipt of the grant. The Trust Fund grant is a reimbursement grant payable upon completion of the approved park improvement project.

Please note that this Trust Fund grant award **expires on May 18, 2018**, that is, use of the grant for the approved project is to be completed by or about that date. These County funds are reimbursement monies payable upon completion of only the approved project's elements as stated in the Trust Fund Project Contract. Contract extensions are determined on a case-by-case basis by the County and are not guaranteed.

Any changes, deviations, or additions to the proposed park improvement project to be funded by this Trust Fund grant must first be submitted to the County for review and approval of eligibility.

Please contact me via email at rabbatomarco@co.bergen.nj.us or 201-336-6442 if you have any questions.

Thank you.

Sincerely,

Robert A. Abbatomarco

Robert A. Abbatomarco
Executive Director
Open Space Trust Fund

/ra
encls.

COUNTY OF BERGEN

OPEN SPACE, RECREATION, FLOODPLAIN PROTECTION, FARMLAND & HISTORIC PRESERVATION TRUST FUND

2015 MUNICIPAL PROGRAM
PARK IMPROVEMENT PROGRAM

GRANTEE: Borough of Montvale

PROJECT: Huff Park Playground Project

TERM OF CONTRACT: May 18, 2016 – May 18, 2018

CONTRACT NUMBER: 16-00235

TRUST FUND ACCOUNT: 03-200-56-130-910

GRANT AWARD: \$ 21,093.00

CONTRACT
ADMINISTRATOR: Bergen County Division of Open Space

2015 MUNICIPAL PARK IMPROVEMENT PROGRAM

Project Name: Huff Park Playground Project

Name of Park Project Site: Memorial Drive Complex

Street Address: 1 Memorial Drive

Block(s): 2305

Lot(s): 13

Municipality: Montvale

Project Contact Person: Maureen Iarossi-Alwan Title: Administrator/Clerks

Telephone: 201-391-5700

E-Mail Address: miarossi@montvaleboro.org

Grant Award: \$ 21,093.00

Proposed Project Budget as Per Approved Trust Fund Application: \$ 111,415.00

Project Description: new playground structure

Project Work Elements Listed Below:

- 1 site clearing
- 2 installation of ADA compliant, active play, playground
- 3 ADA compliant wood mulch
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
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- 19
- 20

This Grant Contract, made on May 18, 2016 by and between

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601-7076, hereinafter referred to as the "County" and/or "Grantor"

and

The **Borough of Montvale**, a body politic and corporate of the State of New Jersey, with administrative offices at 12 Mercedes Dr., Montvale, NJ 07645 hereinafter referred to hereinafter as the "Grantee"

WITNESSETH:

WHEREAS, the County established the Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund (hereinafter "Trust Fund") pursuant to Freeholder Resolution #1853, adopted on November 24, 1998, and modified in accordance with Freeholder Resolution #1753, adopted on December 17, 2003, to assist municipalities and qualified charitable conservancies in acquiring, preserving and maintaining open space, recreation, farmland & historic preservation areas; and

WHEREAS, the Grantee has filed a Trust Fund Municipal Park Improvement Program application with the Bergen County Division of Open Space (hereinafter "Division") for financial assistance with a municipal park project; and

WHEREAS, the Division has: (1) reviewed the Application, the Project Description, Proposed Park Improvements and the Estimated Budget; (2) found that the Approved Project conforms with the scope and intent of the Trust Fund Municipal Park Improvement Program; and

WHEREAS, the Trust Fund Public Advisory Committee (hereinafter "TFPAC") has recommended that the Bergen County Board of Chosen Freeholders approve a grant to assist in the funding of the Project; and

WHEREAS, the Bergen County Board of Chosen Freeholders has adopted a Resolution awarding a Trust Fund Municipal Park Improvement Program grant.

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application filed, the Grantor and the Grantee agree to perform in accordance with the terms and conditions set forth in this Contract.

1. **Approved Project.** The Huff Park Playground Project must be completed in accordance with the terms of this Contract, the 2015 application, the Project Description (contained herein) approved by the Division and/or as set forth in any approved Revised Project Description and/or Revised Budget.
2. **Award.** Freeholder Resolution No. 547-16, adopted on May 18, 2016, (Attachment "A") approved a Trust Fund award of Twenty-One Thousand Ninety-Three (\$21,093) Dollars, toward the Grantee's proposed Project Budget as submitted in its Trust Fund Municipal Program Application and/or set forth in any approved supplemental materials.

3. Timelines.

- a. Expiration of Grant. This Grant will expire on **May 18, 2018**. Request for reimbursement payment must be submitted by the Grantee to the Division thirty (30) days prior to the expiration date. Any request for an extension of this performance period must be submitted in writing to the Division. There shall be no obligation on the part of the Division and/or the Grantor to renew or extend the time period.
- b. Close Out Documentation. At least thirty (30) days prior to the requested release of the grant reimbursement payment, the Grantee shall furnish and deliver, in the manner requested by the Division, all necessary documentation to close out the project, including but not limited to:
 - i. Municipal Park Improvement Payment Form (Attachment "D").
 - ii. Post-Construction Engineering Certification by Municipal Engineer (Attachment "E").
 - iii. ADA Certification by the Municipal Engineer that the project conforms to all applicable State and Federal Barrier Free Codes and the Americans with Disabilities Act.

4. Funding.

- a. Application of Proceeds. Trust Fund payments shall only be used for the purposes described in the Grantee's Application, Approved Project Description and Budget and/or as set forth in any Revised Project Description and/or Revised Budget approved by the Division; and shall not be used for any ineligible activities.
- b. Matching Funds.
 - i. The Grantee is responsible for providing all matching funds as shown in the approved Project Budget or Revised Project Budget. Matching funds may consist of money by any person, municipality, state of New Jersey, or the federal government.

- ii. An applicant's matching share shall consist only of eligible cash raised or eligible cash expenses incurred by the applicant. No in-kind or donated services are eligible for reimbursement or match.
 - iii. It is also the Grantee's responsibility to provide all funds in excess of the Project Budget necessary for completion of the Approved Project.
 - iv. Prior to entering into a contract for the Approved Project, the grantee shall submit to the Trust Fund written evidence of matching funds in hand.
- c. Reimbursements. All awards will be paid on a reimbursable basis only. The Grantee must have the necessary financial resources available to complete the total project before entering into a construction contract. Trust Fund payments will then reimburse the Grantee for eligible project costs. Reimbursement should not be expected for a minimum of six (6) weeks after the required documentation and invoice are submitted and approved by the Division and/or the County.

All reimbursements will be made upon the furnishing of receipts and certification that the completed work has been paid for by the Grantee. Grant fund disbursal will be made on a periodic basis no more frequently than monthly.

- d. Rules and Regulations. The County's grant award is subject to the Trust Fund Municipal Park Improvement Program's Rules and Regulations, which are incorporated herein by reference.

5. Procedure for Payment.

- a. Requests for Reimbursement. Payments of the Trust Fund Grant Award will be transmitted to the Grantee upon submission of:
- i. A completed "Municipal Park Improvement Payment Request Form" (Attachment "D") for reimbursement of services rendered and received;
 - ii. Documentation and work descriptions consistent with the Approved Project.

To receive reimbursement, the Grantee must submit itemized documents, including copies of bills and invoices, and canceled checks of eligible expenditures to the Division. The documents submitted must itemize the cost of labor and materials and describe the work performed. Once the Division approves the submission, reimbursement for the eligible itemized costs will be disbursed by the County Treasurer to the Grantee.

In some cases, prior to payment, an inspection by the Division and/or County may be performed in order to ensure that the work was completed in accordance with the Application, approved Project Description, and approved Project Budget

- b. Project Payment Request Certification. The municipal Chief Financial Officer (or equivalent) and the municipal Administrator/Manager (or Clerk in the absence of such) shall submit a Project Payment Request Form certifying that the documents submitted in support of a request for the Trust Fund reimbursement payment are

an accurate representation of costs incurred in accordance with the Trust Fund Municipal Program application and corresponding Trust Fund Project Contract on file with the Division.

- c. Sources of Funding. Thirty days before entering into a contract to implement the Project, the Grantee shall provide proof of its sources of funding to the Division. Sources of funding may be either an approved municipal budget or capital ordinance or other such documentation identifying sources of project funding.
- d. Withholding of Funds. In the event Grantee fails to perform the services, obligations, or responsibilities provided for under this Contract, the Grant Application, and the Guidelines and/or as set forth in any Revised Project Description and/or Revised Budget approved by the Division; or in the event that the services do not attain the objectives set forth in the initial application or this Contract to the sole satisfaction of the Division, the County may withhold all, or a portion of, any payment to be made under this Contract, and in addition, may terminate this Contract. In the event of termination, the County shall have no further liability to the Grantee and in no event will the County be liable to pay for services not rendered.
- e. Unexpended Fund Balances. All unexpended fund balances not released for the Approved Project will be canceled by the County and "returned" into the Trust Fund for re-allocation in accordance with the Trust Fund Rules and Regulations. Balances may not be retained by the Grantee for any use outside of the Approved Project as stated in this Contract.

6. Project Schedule & Documentation.

- a. Project Schedule. The Grantee must return an executed copy of this Trust Fund Contract to the Division within ninety (90) days of its receipt. The Grantee must complete the Project Schedule (Attachment "B") in accordance with the suggested project completion schedule.
- b. Progress Reports. The Grantee, at the request of the Division, shall prepare a progress report and submit it to the Division within thirty (30) calendar days after the date requested. The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed. The Division may, at its discretion, make visits to the site to review the Project's progress. At the Project's completion, the Grantee, as a condition of final payment, must complete the "Project Payment Request Form" and submit certifications and supporting documents as required.
- c. Documentation. The Grantee shall furnish and deliver all necessary documentation within the time frame and in the manner requested by the Division and grant County personnel or any other authorized representatives reasonable access to all records related to the Approved Project.

- i. Post-Construction Engineering Certification. The municipal engineer shall submit the Bergen Trust Fund Post-Construction Engineering Certification form (Attachment "E") following project completion certifying the park improvement project has been completed substantially in accordance with the original and/or revised Trust Fund Municipal Program application and corresponding Trust Fund Project Contract on file with the Division; that the park improvements are consistent with the scope of the project as stated in the original and/or revised Trust Fund Municipal Program application and corresponding Trust Fund Project Contract; and that the construction meets all state and local codes and current engineering practices and that health, safety, durability, and economy requirements consistent with the scope and objectives of the project.
- ii. State and Federal Barrier Free Codes and the Americans with Disabilities Act. The municipal engineer shall certify that the project conforms to all applicable State and Federal Barrier Free Codes and the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) requirements.

7. Change in Approved Project Elements.

- a. Grantee shall not change the approved Project's scope of work as detailed in this Contract without approval by the Division. Said request is to be submitted in writing and in accordance with procedures as established by the Division.
- b. Modifications to the Approved Project Scope of Work shall be requested by the Grantee's Administrator/Manager/Clerk and must be approved in writing by the Division. Written requests must include a description of the change, the reason for the change, and the impacts on the project. The Division may request, as appropriate, a set of revised plans and specifications. Changes that involve a deletion or significant reduction to a scope element should include a discussion on the review and rejection of alternatives to this course of action. Significant changes may include, but not be limited to, changes in the natural environment such as the removal of trees, addition and/ or deletion of key project elements, substantial budget changes, and loss of matching funds. The Grantee will be required to conduct a municipal public hearing and Resolution in accordance with Section 3. Grant Application. Any such changes are subject to review and approval by the Division and will result in the need to amend the Project Contract. All approved Project Contract Change Order Modifications shall be attached to this Project Contract.
- c. All other modifications must be by formal amendment executed by the County Freeholders.

8. Termination and Suspension.

Termination. Termination is the cancellation of Trust Fund grant assistance in whole or in part, at any time prior to the date of completion.

a. Termination for cause. Grantor may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the terms and conditions of the grant. Grantor will promptly notify the grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantee(s) or recoveries by Grantor under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.

b. Termination for convenience. Grantor or the grantee may terminate grant project in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. For partial terminations, such termination will not affect the preservation agreement or covenant executed as a prior condition of grant assistance. An amendment to the Grant Agreement or the Project Notification (as applicable) is required for all terminations for convenience.

c. Termination by grantee. The grantee may unilaterally cancel the Grantor grant at any time prior to the first payment on the grant, although Grantor must be notified in writing. Once initiated, no Trust Fund grant may be terminated by a grantee prior to satisfactory completion without the approval of Grantor. After the initial payment the project may be terminated, modified, or amended by the grantee only by mutual agreement of the Grantee and Grantor. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

9. Post Project Requirements and Restrictions.

a. Open Space and Outdoor Recreation Purposes. The Grantee agrees to retain, protect, and use the Project for outdoor recreation purposes. Outdoor recreation purpose means the use of lands for open space parkland, outdoor active and/or passive recreation use. Usage shall be consistent with the policies of the New Jersey Department of Environmental Protection and Green Acres' rules and regulations (N.J.A.C. 7:36).

b. Charges. Any charges, fees and/or memberships in connection with public access shall comply with NJ Green Acres' rules and regulations. Public vehicular access and parking areas shall be consistent with the permitted uses.

c. Maintenance. The Grantee shall continue to be solely responsible for the upkeep and maintenance of the Project, to the extent it may be required by law. The County shall have no obligation for the upkeep or maintenance of the Project.

- d. Public Access. Grantee covenants to permit public access to the greatest extent possible consistent with the Project uses stated herein.
- e. Transfer of Project Improvements. This park project is being improved or developed with funding from the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund Municipal Park Improvement Program for the park and outdoor recreation activities set forth herein. The Grantee agrees, in perpetuity, not to lease, sell, exchange, remove, replace, donate, or dispose of the park improvement(s) in which the funded Park Improvement Project is described and located herein except upon approval by the County of Bergen or under such conditions as the County of Bergen may establish. Notwithstanding anything to the contrary Grantee shall not sell, lease, exchange, or donate the Project as described and located herein except to the State of New Jersey, a local government unit, or qualifying tax-exempt, Grantee organization. No such conveyance shall be effective without the prior written approval of the County.
- f. Lifespan of Improvements. Projects must envision a minimum ten (10) year life span. Lifespan can be for less than ten (10) years if the Grantee can demonstrate that, due to normal wear and tear on the facility or feature and not due to abuse, neglect or vandalism, that the improvements cannot be maintained for the requisite ten (10) year life span.
- g. Inspection of Project Area. The Division may perform periodic formal and informal inspections of the project area and facilities to determine compliance with the Grantee's long-term obligations. The Grantee will be notified of any problems identified and will be asked to address them within a reasonable timeframe.

10. Project Administration.

- a. Local Public Contracts Law, etc. Grantee shall award all contracts in accordance with the Local Public Contracts Law including but not limited to: N.J.S.A. 40A:11-1 et seq. seq.; N.J.A.C. 5:34-1.1 et seq.; the Pay to Play Law as set forth in N.J.S.A. 19:44A-20 et seq.; Change Orders as set forth in N.J.A.C. 5:30-11.1 et seq.; Local Finance Board Regulations as set forth in N.J.A.C. 5:30-11.1 et seq.; New Jersey's Affirmative Action Law as set forth in N.J.S.A. 10:5-31 et seq.; the Equal Employment Opportunity and Affirmative Action Rules as set forth in N.J.A.C. 17:27; Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d-4); the Employment on Public Works Law as set forth in N.J.S.A. 10:2-1 through 10:2-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et. seq., the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) as published in the Federal Register on July 26, 2011, and the Bergen County requirements for pedestrian facilities within public spaces and/or County Rights-of-Way, as applicable.
- b. Debarred Contractors. No contract shall be issued to any person debarred,

suspended, or disqualified from State contracting.

- c. Free From Corrupt Practices. All Project contracts and subcontracts for work shall be free from bribery, graft and other corrupt practices.

11. Financial Records and Auditing Requirements.

- a. All financial records of Grantee, its contractors, and subcontractors shall conform to generally accepted accounting principles.
- b. Grantee, its contractors, and subcontractors shall provide County personnel and its authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Contract and/or the Approved Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Approved Project and for three years after the later of either final payment or audit resolution. Grantee shall cite this provision in all project related contracts.
- c. Accounting. The Grantee agrees to track all monies for this project by accounting software or, in the alternative, open a separate checking account to prevent the commingling of the grant funds with other agency/organization funds

12. Responsibilities of Grantee. The Grantee shall be responsible for the obligations set forth in this Contract including but not limited to:

- a. Compliance with Laws. The Grantee shall comply with all applicable federal, state, and local laws and regulations in connection with the Project.
- b. Liability and Indemnification. Grantee shall hold harmless, indemnify and defend County and its members, directors, officers, employees, agents, and contractors, and their successors and assigns from and against all liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorney's fees arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from any act, omission condition or other matter related to or occurring on or about the Property unless due solely to the negligence of any of the indemnified parties.
- c. Insurance. The Grantee shall be responsible for providing liability insurance on the Project and Property consistent with advice from its insurance/risk advisor.
- d. Signs. The Grantee shall be permitted to post signs that clearly identify the area and notify the public of the right to enter the Property and: (1) state solely the name and/or address of the Property and/or; (2) to advertise the permitted uses of the Property; (3) commemorate the history of the Property, its recognition under state or federal historical registers, or list its protection under this Contract or state and local environmental or game laws; (4) acknowledging that the Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund

assisted in the funding of the project. No sign on the Project Property shall exceed sixteen square feet. Multiple signs shall be limited to a reasonable number, shall not damage living trees, and shall be placed in accord with applicable local regulations. Commercial advertising signs are prohibited.

13. Breach, Default or Violation.

- a. Breach. In addition to, and not in limitation of, any other rights of the Grantee hereunder or at law or in equity, if the County determines that a breach, default or violation ("Violation") of this Contract has occurred or that a Violation is threatened, the County shall give written notice to Grantee of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Grantee fails to cure the Violation after receipt of notice thereof from the County, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the County, fails to begin curing such Violation within the time period dictated by the County, or fails to continue diligently to cure such Violation until finally cured, the County may bring an action at law or in equity in a court of competent jurisdiction:
 - i. To enjoin and/or cure such Violation,
 - ii. To seek or enforce such other legal and/or equitable relief or remedies as the County deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Contract.
- b. Remedies. If the County, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage, the County may pursue its remedies without prior notice to Grantee or without waiting for the period provided for cure to expire. The County's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Contract. Grantee agrees that the County's remedies at law for any Violation of the terms of this Contract are inadequate and that the County shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the County may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the County's rights and powers under the laws of the state of New Jersey for the protection of public health, safety and welfare.
- c. Enforcements, Filings, Etc.
 - i. Enforcement. Enforcement of the terms of this Contract shall be at the discretion of the Grantor and any forbearance by the Grantee to exercise its rights under this Contract in the event of any Violation by Grantee shall not be deemed or construed to be a waiver by the Grantor of such term or of any subsequent Violation or of any of the Grantor's rights under this Contract. No delay or omission by the Grantor in the exercise of any right or remedy upon any Violation by Grantee shall impair such right or remedy or be construed as waiver of such right or remedy.

- ii. Reimbursement. Grantor agrees to reimburse the Grantee for any costs incurred by the Grantee in enforcing the terms of this Contract against Grantor, and including, without limitation, the reasonable costs of suit and attorneys' fees.

14. Notices.

Any notice, demand, request, consent, approval or communication under this Conservation Easement shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses (or such other or additional addresses provided by notice to the other Party) or sent by reliable overnight courier or certified or registered mail, postage prepaid with return receipt requested at such addresses; provided if such, demand, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or day on which United States mail is not delivered.

To Municipality: Attention: Municipal Administrator/Manager/Clerk

Borough of Montvale

12 Mercedes Dr., Montvale, NJ 07645

To County: Attn: County Administrator
One Bergen County Plaza – Room 580
Hackensack, NJ 07601

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

15. Representations. The Grantee represents that:

- a. Authorization. All proceedings required to be taken by or on behalf of the Grantee to authorize it to make, deliver and carry out the terms of this Contract have been taken and this Contract is the legal, valid and binding obligation of the Grantee and enforceable in accordance with its terms.
- b. Compliance with Laws. The Grantee agrees to comply with all Federal, State, County, and Municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of the contract, including, but not limited to, the Local Public Contracts Law.
- c. Conflicts of Interest. No official or employee or Board member of the Grantee shall have any financial or other personal interests in any contract or subcontract involving the Approved Project.

- d. No Liens or Encumbrances. The Grantee agrees that it will not create, suffer or permit to be created, and that it will promptly remove or discharge, any liens or encumbrances against the Property arising subsequent to the date of this Contract.
- e. No Proceedings. There are no proceedings at law or in equity before any court, grand jury, administrative agency or other investigative agency, bureau or instrumentality of any kind pending or, to the best of the Grantee's knowledge, threatened, against or affecting the Grantee that (i) involve the validity or enforceability of this Contract or any other instrument or document to be delivered by the Grantee pursuant hereto, (ii) enjoin or prevent or threaten to enjoin or prevent the performance of the Grantee's obligations hereunder or (iii) relate specifically to the Property (including, without limitation, the environmental condition of the Property) or the title thereto.
- f. Retention of Records. The Grantee agrees to retain all records relevant to this Contract and State and County auditors, and any other person duly authorized by the Grantor, shall have full access to, and the right to examine, any of the said documents. Any claimed waiver of these rights or privileges must be documented in writing.

16. Miscellaneous.

- a. Entire Contract. This Contract, including any Exhibits and Addenda attached hereto and/or incorporated by reference, contain the sole and entire Contract between the parties and supersedes all negotiations and prior agreements or understandings between the parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- b. Amendments. The Division and/or the Grantee may, from time to time, require changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the Grantor and the Grantee shall be incorporated in written amendments to this Contract and signed by all parties
- c. Assignment. No Party may assign this Contract or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- d. Force Majeure. Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.

- e. General. This Contract shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq., without regard to its conflict of law principles. All disputes arising out of this Contract shall be resolved through arbitration or the Courts of the State of New Jersey set forth herein.
- f. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.
- g. No Third Party Beneficiaries. Nothing contained herein shall be construed so as to create rights in any third party
- h. Binding Agreement. This Contract shall be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties have executed this Contract and their corporate seals to be hereunto affixed as of the day and year first above written.

ACCEPTED AND AGREED:

Borough of Montvale

(GRANTEE)

By: _____

Title: _____

(Secretary to the Board/Governmental Clerk)

Date

ATTEST: (Affix Seal)

COUNTERSIGNED:

County of Bergen

By: James J. Tedesco III
County Executive

Date

SCHEDULE OF ATTACHMENTS

- A. Freeholder Resolution of Final Approval
- B. Sources of Project Funding & Project Timeline
- C. Municipal Resolution Authorizing Execution of Trust Fund Project Contract
- D. Municipal Park Improvement Payment Form
- E. Post-Construction Engineering Certification Form



2016

BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS RESOLUTION

MJB
5/10/16

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
DeNicola	✓			
Felice	✓			
Ganz	✓			
Sullivan	✓			
Voss	✓			
Zur	✓			
Chairman Tanelli	✓			
TOTALS	7	—	—	—

Resolution No.

547-16

Date:

May 18, 2016

Page

1 of 4Department/
Division:**Open Space Trust Fund/Division of
Open Space**

Purpose:

**Approve 2015 Open Space Trust Fund
Grant Award Recommendations**

Account No.

03-200-56-130-910

Contract No.

(see attached schedule)

Dollar Amount:

\$3,484,824.00

Prepared By:

raa

Offered by:

Seconded by:

Approved by:

Sullivan
Voss
[Signature]

**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 Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("Trust Fund") was established by the Board of Chosen Freeholders; and,

WHEREAS, the Trust Fund Public Advisory Committee is charged with determining the annual list of projects to be recommended for funding and the amount of funding to be awarded for each project; and,

WHEREAS, the Trust Fund Public Advisory Committee has presented and recommended the attached projects receive funding from the Trust Fund Program for the 2015 Funding Round; and

WHEREAS, the County Treasurer has determined that the attached project awards in the amount of \$3,484,824.00 would be funded from the Trust Fund tax; and

ATTACHMENT A

WHEREAS, the recommended project awards are for the project categories of historic preservation improvements, improvements to County Park facilities, and improvements to municipal park facilities as per the attached schedule; and

WHEREAS, the Trust Fund Public Advisory Committee held the required public hearing on behalf of the Board of Chosen Freeholders on March 28, 2016, for the aforesaid proposed funding allocations from the 2015 Trust Fund Program; and

WHEREAS, the Board of Chosen Freeholders, upon receiving the annual list and hearing the presentation of the Trust Fund Public Advisory Committee, reviews and approves the project list, including the associated funding.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves the project awards for the project categories of historic preservation improvements, improvements to County Park facilities and improvements to municipal park facilities as set forth in the attached schedule in the recommended amounts of funding to be disbursed, subject to the appropriation of adequate funding.

BE IT FURTHER RESOLVED, that the County Executive be and is hereby authorized to enter into a grant agreement contract with each award recipient and any additional necessary documents, in such form to be approved by the Office of County Counsel.

2015 TRUST FUND PROJECT FUNDING RECOMMENDATIONS ATTACHMENT A

Category	Vendor No.	Grant Recipient (Vendor)	Project Name	Grant Award	Contract No.
----------	------------	--------------------------	--------------	-------------	--------------

Historic Preservation Projects:

24779	Bergenfield Historical Society	Tunis R. Cooper Property	\$15,000.00	1600194
22494	Concerned Citizens of Allendale	Fell House	\$30,000.00	1600195
N/A	County Parks Department	Easton Tower	\$25,000.00	03-200-56-130-910-151
N/A	County Parks Department	Garretson Farm	\$30,000.00	03-200-56-130-910-152
1373	Fair Lawn Borough	Nangle House	\$131,226.00	1600198
901036	NY/NJ Trail Conference	Darlington Schoolhouse	\$10,000.00	1600199
11910	Players Guild of Leonia	Civil War Drill Hall & Armory	\$12,800.00	1600200
3068	Rochelle Park Borough	Tyson House	\$75,000.00	1600201
24777	Rutherford Women's Club	Rutherford's Women's Club	\$32,608.00	1600202
24769	Van Vorhes Zabriskie House	Zabriskie House	\$28,988.00	1600203
24769	Van Vorhes Zabriskie House	Zabriskie House	\$11,276.00	1600204
900600	Woodcliff Lake Borough	Westervelt-Lydecker House	\$39,600.00	1600205

County Park Improvement Projects:

N/A	County Parks Department	Wetlands Reclamation - Teaneck Creek	\$750,000.00	03-200-56-130-910-153
N/A	County Parks Department	Decorative Street Lighting - Van Saun Park	\$500,000.00	03-200-56-130-910-154

Municipal Program Park Improvement Projects:

6445	Allendale Borough	Tennis Court Rehabilitation Phase II	\$39,000.00	1600206
520	Bergenfield Borough	Memorial Field Lighting Project	\$62,254.00	1600207
738	Carlstadt Borough	Zimmerman Park - Phase II Improvements	\$27,176.00	1600208
6449	Cliffside Park Borough	Improvements to Little League Field	\$52,474.00	1600209
900237	Closter Borough	Ruckman Park Walking Path Lighting Project	\$62,254.00	1600210
900236	Demarest Borough	Wakelee Field Paths	\$62,254.00	1600211
1254	East Rutherford Borough	Franklin School Open Space Improvements	\$27,176.00	1600212
900906	Edgewater Borough	Veterans Field Improvements	\$52,474.00	1600213
900607	Elmwood Park Borough	Cherry Hill Park Playground Improvements	\$37,542.00	1600214
903613	Emerson Borough	Centennial Park Community Garden	\$20,000.00	1600215
6450	Englewood City	Artus Park Recreation Improvement Project	\$12,125.00	1600216
1373	Fair Lawn Borough	Miniature Golf Course	\$37,542.00	1600217
1340	Fairview Borough	Columbus Park Playground Improvements	\$52,474.00	1600218
15428	Flat Rock Brook Nature Association	Nature Center Public Entrance Improvements	\$10,000.00	1600219
1448	Fort Lee Borough	Westview Park Playground Improvements	\$50,000.00	1600220
6585	Franklin Lakes Borough	Old Mill Woodlands Park Improvements	\$23,485.00	1600221
1511	Garfield City	20th Century Field Improvements	\$37,542.00	1600222
900232	Glen Rock Borough	Improvement of Wilde Memorial Park	\$25,000.00	1600223
1633	Hackensack City	Foschini Park Playground Improvements	\$35,571.00	1600224
900609	Hasbrouck Heights Borough	Playground Resilient Surface	\$25,000.00	1600225
8381	Haworth Borough	Memorial Park Playground Rehabilitation	\$50,000.00	1600226
1724	Hillsdale Borough	Hillsdale Outdoor Fitness	\$20,003.00	1600227
900737	Leonia Borough	Playground Safety Resurfacing	\$51,000.00	1600228
901980	Little Ferry Borough	Mehrhof Park Improvements	\$9,890.00	1600229
903610	Lodi Borough	Lodi Memorial Park Improvements	\$37,542.00	1600230
2138	Lyndhurst Township	Albino Memorial Park Improvements	\$27,176.00	1600231
901976	Mahwah Township	Guided Fitness Exercise Course	\$25,000.00	1600232
2248	Maywood Borough	Memorial Park Improvement Project - Phase II	\$29,556.00	1600233
900227	Midland Park Borough	Rehab Johnny Vander Meere Ballfield	\$55,710.00	1600234
2398	Montvale Borough	Huff Park Playground Project	\$21,093.00	1600235
6444	Moonachie Borough	Memorial Park Passive Improvements	\$27,176.00	1600236
2584	New Milford Borough	Berkely School Field Rehab	\$62,254.00	1600237
2610	North Arlington Borough	Little League Field Improvement Project	\$17,550.00	1600238
6447	Oakland Borough	Roller Hockey Rink Resurfacing	\$17,125.00	1600239
903609	Palisades Park Borough	Municipal Pool Walkway Improvements	\$52,474.00	1600240
2749	Paramus Borough	Petruska Park ADA Playground Project	\$37,542.00	1600241

2015 TRUST FUND PROJECT FUNDING RECOMMENDATIONS ATTACHMENT A

Category	Vendor No.	Grant Recipient (Vendor)	Project Name	Grant Award	Contract No.
	3030	Ridgefield Borough	Parks Pavilion Project	\$52,474.00	1600242
	3031	Ridgefield Park Village	Little League Field Improvement Project	\$45,000.00	1600243
	900613	Ridgewood Village	Schedler Park Property Phase I	\$55,710.00	1600244
	900614	River Edge Borough	Cherry Blossom Community Park - Phase II	\$37,542.00	1600245
	3049	River Vale Township	Giordano Park Playground Safety Surface	\$21,093.00	1600246
	6451	Rutherford Borough	Sunset Memorial Park Irrigation & Park Beautification	\$18,061.00	1600247
	3525	Teaneck Township	Splash Pad at Votee Park	\$62,254.00	1600248
	3484	Tenafly Borough	Upper Portion of Griffin Park Project	\$50,000.00	1600249
	900223	Township of Washington	Memorial Park Basketball Court Rehabilitation	\$21,093.00	1600250
	900616	Waldwick Borough	Resurface Synthetic Turf Track	\$40,000.00	1600251
	3758	Wallington Borough	Mount Pleasant Playground Improvements Phase I	\$27,176.00	1600252
	3808	Westwood Borough	Westwood Tennis Court Rehabilitation	\$21,093.00	1600253
	3865	Wood-Ridge Borough	Bianchi House - Phase II Site Improvements	\$27,176.00	1600254
	3879	Wyckoff Township	Basketball Courts in Memorial Field Complex	\$22,220.00	1600255

ATTACHMENT B

SOURCES OF PROJECT FUNDING

Municipalities are required to provide a dollar for dollar match for any Bergen County Open Space Trust Funds that are awarded. Please specify source and amount of match:

<u>Source</u>	<u>Amount</u>
2015 Bergen County Open Space Trust Fund Grant:	\$ 21,093.00
<input checked="" type="checkbox"/> Municipal Open Space Trust Fund	\$ 90,322.00
<input type="checkbox"/> Municipal Budget	\$ _____
<input type="checkbox"/> Green Acres Grant	\$ _____
<input type="checkbox"/> Green Acres Loan	\$ _____
<input type="checkbox"/> Federal Funds (CDBG)	\$ _____
<input type="checkbox"/> Donations/Contributions	\$ _____
<input type="checkbox"/> Other (specify) _____	\$ _____
Total Sources of Project Funding:	\$ 111,415.00

Proof of match must be provided by either an approved budget or capital ordinance.

PROJECT SCHEDULE

(insert appropriate dates)

- | | |
|---|-------------------------|
| 1. Grant Approval as per Attachment A | <u>May 18, 2016</u> |
| 2. Complete Plans, Specifications and Bid Documents | <u>January 2017</u> |
| 3. Apply for/obtain Permits (if necessary) | <u>February 2017</u> |
| 4. Advertise for Bids/Quotes | <u>March - May 2017</u> |
| 5. Award Construction/Purchase Contracts | <u>June 2017</u> |
| 6. Begin Construction/Procurement | <u>July 2017</u> |
| 7. Complete Construction | <u>December 2017</u> |
| 8. Submit for Reimbursement Payment to the County | <u>January 2018</u> |
| 9. Project Contract Closure Date | <u>May 18, 2018</u> |

RESOLUTION

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

<u>FUND</u>	<u>AMOUNT</u>	<u>NOTES</u>
Current	\$367,829.13	Bill List Wire 8/30/16
	<u>211,492.80</u>	Wires/Manual Checks
Current TOTAL	579,321.93	
Unemployment Trust	287.37	Bill List Wire 8/30/16
Planning Trust	616.25	Bill List Wire 8/30/16
Escrow - Trust	2,653.39	Bill List Wire 8/30/16
Dog Trust	19.20	Bill List Wire 8/30/16
Open Space Trust	687.50	Bill List Wire 8/30/16
Capital Fund	4,710.00	Bill List Wire 8/30/16

*This resolution was adopted by the Mayor and Council of Montvale
at a meeting held on 8/30/16*

Introduced by: _____

Approved: 8/30/16

Seconded by: _____

Michael Ghassali, Mayor

ATTEST:

Maureen Iarossi-Alwan, Municipal Clerk

MANUAL/VOID CHECKS - WIRES**August 30, 2016**

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Transaction/Vendor</u>	<u>Amount</u>
WIRE		8/10/16	Payroll Account	129,975.49
WIRE		8/10/16	Salary Account	81,087.49
WIRE		8/10/16	FSA Account	<u>429.82</u>
	Total			<u>211,492.80</u>

Borough of Montvale
Bill List By Vendor Id

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

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

[illegible]

August 24, 2016
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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	Invoice	Exc
<hr/>										
00064 MUNNOS ITALIAN DELI										
16-00862 07/27/16 LUNCH FOR SENIORS - TAX BILLS										
1 LUNCH FOR SENIORS - TAX BILLS	131.45		6-01-20-708-041	B	MEAL REIMBURSEMENT	R	07/27/16	08/24/16	6750	N
Vendor Total:	131.45									
<hr/>										
00071 SUEZ WATER NEW JERSEY										
16-00919 08/16/16 3825412222 FIRE HYDRANTS										
1 3825412222 FIRE HYDRANTS/AUG.	15,996.08		6-01-31-834-029	B	OTHER CONTRACTUAL ITEMS	R	08/16/16	08/24/16	AUGUST	N
Vendor Total:	15,996.08									
<hr/>										
00097 CABLEVISION										
16-00896 08/09/16 07873-218840-01-0 CABLEVISION										
1 07873-218840-01-0 CABLEVISION	6.45		6-01-27-791-063	B	SENIOR ACTIVITIES	R	08/09/16	08/24/16	AUGUST 2016	N
16-00897 08/09/16 07873-204461-01-0 CABLEVISION										
1 07873-204461-01-0 CABLEVISION	121.82		6-01-20-701-029	B	OTHER CONTRACTUAL ITEMS	R	08/09/16	08/24/16	AUG. SEPT.	N
16-00898 08/09/16 07873-109890-01-7 CABLEVISION										
1 07873-109890-01-7 CABLEVISION	70.64		6-01-20-701-029	B	OTHER CONTRACTUAL ITEMS	R	08/09/16	08/24/16	AUG. SEPT.	N
Vendor Total:	198.91									
<hr/>										
00108 MONTVALE HARDWARE & SUPPLY										
16-00640 06/02/16 PD HARDWARE SUPPLIES										
1 PD HARDWARE SUPPLIES	158.36		6-01-25-745-058	B	OTHER EQUIPMENT & SUPPLIES	R	06/02/16	08/24/16	A110510+B83363	N
16-00798 07/07/16 LOCK AND CHAIN										
1 LOCK AND CHAIN	23.36		6-01-26-772-029	B	OTHER CONTRACTUAL ITEMS	R	07/07/16	08/24/16	A112550	N
Vendor Total:	181.72									
<hr/>										
00114 CORBI PRINTING CO. INC.										
16-00745 06/24/16 Case jackets										
1 Case jackets	191.04		6-01-42-855-023	B	PRINTING & BINDING	R	06/24/16	08/24/16	160620	N

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 Exc1
00114 CORBI PRINTING CO. INC.	Continued							
16-00745 06/24/16 Case jackets	Continued							
2 Case jackets	206.96	6-01-41-250-023	B PRINTING AND BINDING	R	06/24/16	08/24/16	160620	N
	398.00							
Vendor Total:	398.00							
00118 NJ STATE LEAGUE OF								
16-00864 07/27/16 Recreation Director Ad								
1 Recreation Director ad	180.00	6-01-20-701-023	B PRINTING & BINDING	R	07/27/16	08/24/16	8928SD	N
16-00868 07/28/16 employment ads								
1 Plumbing Sub Code Official	110.00	6-01-22-725-023	B PRINTING & BINDING	R	07/28/16	08/24/16	8895SD+8896SD	N
2 Building Sub Code Insp. Ad	110.00	6-01-22-725-023	B PRINTING & BINDING	R	07/28/16	08/24/16	8895SD+8896SD	N
	220.00							
Vendor Total:	400.00							
00125 NORTHWEST BERGEN REGIONAL								
16-00078 01/12/16 HEALTH SERVICES 2016		B						
4 HEALTH SERVICES 2016 3RD QTR.	13,774.31	6-01-27-785-029	B OTHER CONTRACTUAL ITEMS	R	04/04/16	08/24/16	3RD QTR 2016	N
Vendor Total:	13,774.31							
00139 MAUREEN IAROSSO-ALWAN								
16-00930 08/23/16 PETTY CASH FOR JULY								
1 PETTY CASH FOR JULY	16.57	6-01-20-701-023	B PRINTING & BINDING	R	08/23/16	08/24/16	JULY	N
2	3.98	6-01-20-701-036	B OFFICE SUPPLIES	R	08/23/16	08/24/16	JULY	N
3	24.99	6-01-20-705-036	B OFFICE SUPPLIES	R	08/23/16	08/24/16	JULY	N
4	7.90	6-01-21-720-041	B MEAL REIMBURSEMENT	R	08/23/16	08/24/16	JULY	N
5	41.18	6-01-20-703-059	B COMPUTER EQUIPMENT S/W & SUPPL	R	08/23/16	08/24/16	JULY	N
6	177.28	6-01-28-795-065	B RECREATION EQUIPMENT/SUPPLIES	R	08/23/16	08/24/16	JULY	N
7	10.00	6-01-55-300-004	B REFUND OF FEES & PERMITS	R	08/23/16	08/24/16	JULY	N
	281.90							
Vendor Total:	281.90							

August 24, 2016
12:13 PM

Borough of Montvale
Bill List By Vendor Id

Page No: 4

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
00146 PSE&G CO.										
16-00934 08/23/16 PSE&G GAS CHARGES /JULY										
1 6502643000 MEMORIAL DR SR CTR	34.21	6-01-31-829-086	B	NATURAL GAS - ONE MEMORIAL	R	08/23/16	08/24/16		JULY	N
2 6772525604 12 MERCEDES DR	141.45	6-01-31-829-078	B	NATURAL GAS - 12 MERCEDES	R	08/23/16	08/24/16		JULY	N
3 6532701009 CHESTN.RDG TS ELECT	217.60	6-01-31-829-070	B	NATURAL GAS	R	08/23/16	08/24/16		JULY	N
4 6530025502 RAILROAD REC.	12.85	6-01-31-829-070	B	NATURAL GAS	R	08/23/16	08/24/16		JULY	N
5 6600192208 VLY VIEW TER	1.03	6-01-31-829-070	B	NATURAL GAS	R	08/23/16	08/24/16		JULY	N
6 6673192003 31 W GRAND AVE DPW	15.68	6-01-31-829-070	B	NATURAL GAS	R	08/23/16	08/24/16		JULY	N
7 6702243308 159 CHESTNUT RDG RD	11.59	6-01-31-829-070	B	NATURAL GAS	R	08/23/16	08/24/16		JULY	N
8 6703262608 43 HUFF TER	12.88	6-01-31-829-070	B	NATURAL GAS	R	08/23/16	08/24/16		JULY	N
	447.29									
Vendor Total:		447.29								
00164 STATELINE FIRE & SAFETY, INC.										
16-00647 06/03/16 3 BRASS NOZZEL TIPS										
1 3 BRASS NOZZEL TIPS	421.00	6-01-25-752-058	B	OTHER EQUIPMENT & SUPPLIES	R	06/03/16	08/24/16		105585	N
16-00763 06/28/16 FIRE EXTINGUISHER REFILL										
1 FIRE EXTINGUISHER REFILL	79.70	6-01-25-752-102	B	OXYGEN TANK/FIRE EXT - M & R	R	06/28/16	08/24/16		105548+105080	N
16-00857 07/26/16 PD FIRE EXT. REFILL/REPAIR										
1 PD FIRE EXT. REFILL/REPAIR	54.20	6-01-25-745-102	B	OXYGEN TANK/FIRE EXT - M & R	R	07/26/16	08/24/16		105586	N
Vendor Total:		554.90								
00178 FAIR GAME GOOSE CONTROL INC.										
16-00083 01/12/16 GOOSE CHASING 2016										
9 GOOSE CHASING 2016/AUGUST	687.50	T-14-56-286-001	B	RESERVE FOR OPEN SPACE TRUST	R	01/12/16	08/24/16		54 BD OF HEALTH	N
16-00940 08/24/16 GEESE CONTROL BD OF ED/AUG.										
1 GEESE CONTROL /AUGUST	687.50	6-01-27-785-092	B	GEESE CONTROL	R	08/24/16	08/24/16		54 BD OF ED	N
Vendor Total:		1,375.00								
00258 ROCKLAND ELECTRIC										
16-00936 08/23/16 ROCKLAND ELECTRIC CHARGES/JULY										
1 9555848004 BORO STREET LTS/JUL	9,200.28	6-01-31-826-075	B	STREET LIGHTING	R	08/23/16	08/24/16		JULY	N

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	Item Description	Amount	Charge Account	Acct Type Description							
00258	ROCKLAND ELECTRIC		Continued								
16-00936	08/23/16 ROCKLAND ELECTRIC CHARGES/JULY		Continued								
2	8822932014 12 MERCEDES DR	13,280.13	6-01-31-825-078	B ELECTRICITY - 12 MERCEDES	R	08/23/16	08/24/16		JULY		N
3	0563019009 GRAND SOPK 67/62	47.88	6-01-31-825-071	B ELECTRICITY	R	08/23/16	08/24/16		JULY		N
4	9515932009 GRAND OTHR UNMTR	138.98	6-01-31-825-071	B ELECTRICITY	R	08/23/16	08/24/16		JULY		N
5	8906935008 E GRAND OTHR UNMTR	24.40	6-01-31-825-071	B ELECTRICITY	R	08/23/16	08/24/16		JULY		N
6	0632933003 W GRAND OTHR UNMTR	12.36	6-01-31-825-071	B ELECTRICITY	R	08/23/16	08/24/16		JULY		N
7	2413158015 13 W GRAND FIRE SGN	11.00	6-01-31-825-071	B ELECTRICITY	R	08/23/16	08/24/16		JULY		N
8	0195092007 GRAND SO PK 87/97	34.55	6-01-31-825-071	B ELECTRICITY	R	08/23/16	08/24/16		JULY		N
9	0787127002 GRAND SO PK 75/77	32.91	6-01-31-825-071	B ELECTRICITY	R	08/23/16	08/24/16		JULY		N
		22,782.49									
	Vendor Total:	22,782.49									
00329	NJ STATE DEPT. OF HEALTH										
16-00924	08/16/16 DOG STATE LIC FEE JUN & JUL 16										
1	DOG STATE LIC FEE JUNE 2016	10.80	T-12-56-286-001	B RESERVE FOR DOG LICENSE	R	08/16/16	08/24/16		JUNE 2016		N
2	DOG STATE LIC FEE JULY 2016	8.40	T-12-56-286-001	B RESERVE FOR DOG LICENSE	R	08/16/16	08/24/16		JULY 2016		N
		19.20									
	Vendor Total:	19.20									
00351	STAVITSKY, BRUCE J.										
16-00938	08/23/16 TAX COURT SETTLEMENT										
1	TAX COURT SETTLEMENT	125,543.83	6-01-55-270-000	B RESERVE TAX APPEALS - PRIOR YEAR	R	08/23/16	08/24/16		COURT SETTLM.		N
	Vendor Total:	125,543.83									
00402	MUNICIPAL CAPITAL CORPORATION										
16-00093	01/14/16 2016 POLICE DEPARTMENT COPY MA		B								
8	2016 POLICE DEPARTMENT COPIER	169.00	6-01-25-745-061	B LEASED EQUIPMENT	R	07/13/16	08/24/16		4975310716/JULY		N
9	2016 POLICE DEPARTMENT COPIER	169.00	6-01-25-745-061	B LEASED EQUIPMENT	R	07/13/16	08/24/16		4975050816/AUG.		N
		338.00									
16-00160	01/25/16 COPY MACHINE LEASE CONTR.2016		B								
7	COPY MACHINE LEASE CONTR.2016	299.00	6-01-20-701-061	B LEASED EQUIPMENT	R	05/02/16	08/24/16		4975230616/JULY		N

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Item Description	Amount	Charge Account	Acct Type Description								
00402 MUNICIPAL CAPITAL CORPORATION Continued											
16-00160 01/25/16 COPY MACHINE LEASE CONTR.2016		Continued									
8 COPY MACHINE LEASE CONTR.2016	299.00	6-01-20-701-061	B LEASED EQUIPMENT	R	05/02/16	08/24/16				4975250716/AUG.	N
	598.00										
Vendor Total:	936.00										
00422 CEUnion											
16-00890 08/04/16 NJAPZA CEU credits - J. Fette											
1 Ethical Culture - J. Fette	89.00	6-01-20-701-042	B EDUCATION/TRAINING/SEMINARS	R	08/04/16	08/24/16				1447	N
2 Managing Records - J. Fette	89.00	6-01-20-701-042	B EDUCATION/TRAINING/SEMINARS	R	08/04/16	08/24/16				1447	N
	178.00										
Vendor Total:	178.00										
00532 ROBBIE CONLEY ARCHITECT, LLC											
15-00538 05/07/15 PROFESSIONAL ARCHITECTURAL SV		B									
13 NEW MONTVALE FIREHOUSE	3,650.00	C-04-56-090-000	B PROFESSIONAL SERVICES - FIRE HOUSE	R	05/07/15	08/24/16				15003.12	N
Vendor Total:	3,650.00										
00656 STATE OF NJ DEPT OF LABOR W/F											
16-00935 08/23/16 UNEMPLOYMENT BENEFITS QTR 6/30											
1 UNEMPLOYMENT BENEFITS	287.37	T-13-56-286-001	B RESERVE FOR UNEMPLOYMENT	R	08/23/16	08/24/16				QTR END 6/30/16	N
Vendor Total:	287.37										
00705 APPROVED SURGICAL SUPPLIES INC											
16-00596 05/17/16 PD OXYGEN REFILLS											
1 PD OXYGEN REFILLS	190.00	6-01-25-745-102	B OXYGEN TANK/FIRE EXT - M & R	R	05/17/16	08/24/16				38472+38456+	N
Vendor Total:	190.00										
00720 LEXIS NEXIS											
16-00774 06/30/16 2016 MV Handbook											
1 2016 MV Handbook	33.64	6-01-42-855-033	B BOOKS & PUBLICATIONS	R	06/30/16	08/24/16				84977175	N

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		Item Description													
00720 LEXIS NEXIS		Continued													
16-00774 06/30/16 2016 MV Handbook		Continued													
2 2016 MV Handbook		36.44	6-01-41-250-033	B BOOKS AND PUBLICATIONS	R	06/30/16	08/24/16		84977175		N				
		70.08													
Vendor Total:		70.08													
00730 BOGGIA & BOGGIA, ESQS.															
16-00097 01/14/16 LEGAL RETAINER 2016			B												
6 LEGAL RETAINER 3RD QTR. 2016		10,000.00	6-01-20-712-027	B LEGAL SERVICES - CONTRACTUAL	R	03/29/16	08/24/16		3RD QTR. 2016		N				
7 CLOSED SESSION MINUTES 3RD QTR		1,250.00	6-01-20-712-027	B LEGAL SERVICES - CONTRACTUAL	R	03/29/16	08/24/16		3RD QTR 2016		N				
		11,250.00													
16-00098 01/14/16 LEGAL FEES 2016			B												
211 LEGAL SERVICES THRU 6/30/16		2,203.18	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26520		N				
212 LIBOCK V.BEAR-BAN BUILDERS LLC		280.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26521		N				
213 MICHAEL CULHANE-PENALTY INFORC		182.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26522		N				
214 MERCEDES REDEVELOPMENT		98.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26523		N				
215 MONTV.POLICE DEPT.DISCIPLINARY		1,372.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26524		N				
216 MONTVALE SWIM CLUB		42.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26525		N				
217 2015 AFFORDABLE HOUSING LITIGA		420.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26526		N				
218 37 EAGLE RIDGE ROAD		2.62	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26527		N				
219 A.J.M CONTRACTORS		140.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26528		N				
220 MONTVALE DPW FEDERAL ACTION		2,100.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26529		N				
221 CONSTRUCTION OF FIREHOUSE		28.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26530		N				
222 BERGEN COUNTY TAX APPEALS 2015		3,318.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26531		N				
223 CBRE TAX APPEAL		546.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26532		N				
224 K.HOV. @ RIDGEMNT.LLC TX APPEA		728.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26533		N				
225 DS MONTVALE TAX APPEAL		126.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26534		N				
226 MACK-CALI PROPERTIES TAX APPEA		112.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26535		N				
227 FEROLIE REALTY TAX APPEAL		42.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26536		N				
228 BENJAMIN MOOR TAX APPEAL		42.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26537		N				
229 MACK PROPERTIES CO.TAX APPEAL		406.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26538		N				
230 KSL TAX APPEAL		462.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26539		N				
231 WESTERN UNION TAX APPEAL		98.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26540		N				
232 20 CRAIG ROAD TAX APPEAL		140.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26541		N				
233 14 PHILIPS PARKWAY TAX APPEAL		294.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26542		N				
234 SUMMIT PLAZA INC.TAX APPEAL		924.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16		26543		N				

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00730 BOGGIA & BOGGIA, ESQS.	Continued							
16-00098 01/14/16 LEGAL FEES 2016		Continued						
235 H.E NORTHGATE TAX APPEAL	700.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16	26544	N
236 KOSKINEN TAX APPEAL	350.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16	26545	N
237 CHESTNUT RDG LLC 2014 TX APPEA	420.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16	26546	N
238 180 SUMMIT AVE. TAX APPEAL	140.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16	26547	N
239 GECMC 2005 TAX APPEAL	42.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16	26548	N
240 ARE 100 PHILIPS TAX APPEAL	336.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16	26549	N
241 SUMMIT PARTNERS TAX APPEAL	224.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16	26550	N
242 210 SUMMIT AVE. TAX APPEAL	392.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16	26551	N
243 BAUDISCH TAX APPEAL	14.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16	26552	N
244 HORNROCK PROPERTIES TAX APPEAL	168.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16	26553	N
245 14 PHILIPS PARKWAY TAX APPEAL	112.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16	26554	N
246 EDWRD KIRKORIAN TAX APPEAL	14.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16	26555	N
247 US BANK OF AM TAX APPEAL	322.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16	26556	N
248 ANNETTE GARDELLA TAX APPEAL	196.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16	26557	N
249 120 CHESTNUT RDG RD TAX APPEAL	497.35	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16	26558	N
250 301 W GRAND AVE. TAX APPEAL	98.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16	26559	N
251 ROCKLAND ELECTRIC TAX APPEAL	56.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/29/16	08/24/16	26560	N
	18,187.15							
Vendor Total:	29,437.15							
00731 MASER CONSULTING P.A.								
13-01478 10/11/13 PROF.ENGINEERING SVS CHESTNUT		B						
28 CHESTNUT RIDGE RD IMPROVEMENTS	1,060.00	C-04-55-370-A00	B ENGINEERING - COUNTY ROAD IMPROVEMENT	R	01/20/14	08/24/16	346776	N
16-00096 01/14/16 ENGINEER RETAINER 2016		B						
9 MAYOR AND COUNCIL MEETINGS	450.00	6-01-20-715-028	B OTHER PROF/CONSULTANT SERVICES	R	07/14/16	08/24/16	345238	N
10 MAYOR AND COUNCIL MEETINGS	900.00	6-01-20-715-028	B OTHER PROF/CONSULTANT SERVICES	R	07/14/16	08/24/16	346784	N
	1,350.00							
16-00384 03/29/16 MASTER PL.REV.& AMEND OR-3/OR4		B						
6 MASTER PLAN REVIEW AND	616.25	T-03-56-286-002	B TRUST - RESERVE FOR PLANNING	R	04/06/16	08/24/16	345244	N
7	2,702.50	6-01-21-720-028	B OTHER PROF/CONSULTANT SERVICES	R	03/29/16	08/24/16	345244	N
	3,318.75							

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00731 MASER CONSULTING P.A.			Continued										
16-00491	04/21/16	PREPARE ZONING ORDINANCE			B								
4	MASTER PLAN REEXAM & ORDINANCE	253.75	6-01-21-720-028	B OTHER PROF/CONSULTANT SERVICES	R	04/21/16	08/24/16		345246				N
16-00661	06/06/16	EVALUATION/RECOMMEND.TO BORO.			B								
5	HVAC/ROOF 12 MERCEDES DRIVE	2,096.25	6-01-20-715-029	B ENGINEERING - OTHER CONTRACTUAL ITEMS	R	06/06/16	08/24/16		346914				N
16-00869	07/28/16	ESCROW PAYMENTS											
1	MONTVALE SUPER VALUE 1601/15	797.50	E-08-00-214-21A	B Montvale Super Value (1601/15)	R	07/28/16	08/24/16		345247				N
16-00905	08/11/16	GENERAL ENGINEERING THRU 7/17											
1	GENERAL ENGINEERING THRU 7/17	508.75	6-01-20-715-029	B ENGINEERING - OTHER CONTRACTUAL ITEMS	R	08/11/16	08/24/16		346783				N
Vendor Total:		9,385.00											
00745 WASTE MANAGEMENT OF NEW JERSEY													
16-00164	01/26/16	GARBAGE COLLECTION 2016			B								
15	GARBAGE COLLECTION JULY	44,516.21	6-01-26-770-029	B OTHER CONTRACTUAL ITEMS	R	05/13/16	08/24/16		2519402-1374-6				N
16	RECYCLING TAX JULY	566.79	6-01-26-771-029	B RECYCLING TAX - OTHER CONTRACTUAL	R	01/26/16	08/24/16		2519402-1374-6				N
		45,083.00											
Vendor Total:		45,083.00											
00762 HARBORTOUCH													
16-00894	08/08/16	Credit Card fees Feb - July											
1	Credit card fees Feb-July	896.75	6-01-42-855-029	B OTHER CONTRACTUAL ITEMS	R	08/08/16	08/24/16		JULY				N
2	Credit card fees Feb-July	971.47	6-01-41-250-029	B OTHER CONTRACTUAL ITEMS	R	08/08/16	08/24/16		JULY				N
		1,868.22											
Vendor Total:		1,868.22											
00889 J & B LOCK AND ALARM													
16-00853	07/25/16	REPROGRAM TENNIS PASSES											
1	REPROGRAM TENNIS PASSES	500.00	6-01-28-795-073	B TENNIS	R	07/25/16	08/24/16		46524				N
Vendor Total:		500.00											

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00896 GIAMMARINO, MICHAEL											
16-00081	01/12/16	INTERPREPER SERVICES 2016	B								
21	INTERPREPER SERVICES 8/10/2016	72.00	6-01-42-855-028	B OTHER PROF/CONSULTANT SERVICES	R	05/02/16	08/24/16			AUGUST 10,2016	N
22	INTERPREPER SERVICES 8/10/2016	78.00	6-01-41-250-028	B OTHER PROFESSIONAL/CONSULTING SERVICES	R	05/02/16	08/24/16			AUGUST 10,2016	N
		150.00									
Vendor Total:		150.00									
00934 RIVER VALE TOWNSHIP											
16-00892	08/05/16	REIMBURSEMENT FOR RECYCLING CK									
1	REIMBURSEMENT FOR RECYCLING CK	263.71	6-01-55-300-003	B REFUND UNANTICIPATED REVENUE	R	08/05/16	08/24/16			RECYCLING REIMB	N
Vendor Total:		263.71									
00961 MORPHOTRAK LLC											
16-00518	05/02/16	LIVE SCAN & PRINTER MAINT									
1	LIVE SCAN & PRINTER MAINT	299.24	6-01-25-745-029	B OTHER CONTRACTUAL ITEMS	R	05/02/16	08/24/16			132393	N
Vendor Total:		299.24									
01132 COOPERATIVE COMMUNICATIONS, INC											
16-00889	08/04/16	2013915700 COOPERATIVE PHONE C									
1	2013915700 COOPERATIVE PHONE	1,992.59	6-01-31-827-076	B TELEPHONE CHARGES	R	08/04/16	08/24/16			JULY	N
Vendor Total:		1,992.59									
01156 DIRECT ENERGY BUSINESS											
16-00939	08/24/16	DIRECT ENERGY GAS CHARGES/JUL.									
1	613984/614281 43 HUFF TERR	2.47	6-01-31-829-070	B NATURAL GAS	R	08/24/16	08/24/16			H16024983	N
2	613894/614279 VLY VIEW TERR	27.24	6-01-31-829-070	B NATURAL GAS	R	08/24/16	08/24/16			H16024987	N
3	613984/614278 31 W GRAND/DPW	7.87	6-01-31-829-070	B NATURAL GAS	R	08/24/16	08/24/16			H16024988	N
4	613984/614275 RAILROAD AVE REC	2.41	6-01-31-829-070	B NATURAL GAS	R	08/24/16	08/24/16			H16024989	N
5	613984/614280 12 MERCEDES DR	235.87	6-01-31-829-078	B NATURAL GAS - 12 MERCEDES	R	08/24/16	08/24/16			H160249984	N
6	613984/614282 MEMORIAL DR SR C	43.44	6-01-31-829-086	B NATURAL GAS - ONE MEMORIAL	R	08/24/16	08/24/16			H16024986	N
		319.30									
Vendor Total:		319.30									

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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
01552 WISS & BOUREGY, P.C.	16-00714	06/20/16	SPECIAL LABOR COUNSEL		B							
	2		SPECIAL LABOR COUNSEL	2,205.00	6-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	06/20/16	08/24/16		14485	N
Vendor Total:				2,205.00								
01557 RAYMOND BROTHERS LANDSCAPING	16-00734	06/22/16	LAWN CUTTING/24 LADIK PLACE		B							
	3		LAWN CUTTING/24 LADIK PLACE	250.00	6-01-26-772-029	B OTHER CONTRACTUAL ITEMS	R	06/22/16	08/24/16		183757	N
Vendor Total:				250.00								
01560 NEXCUT SHREDDING LLC	16-00789	07/05/16	SHREDDING									
	1		SHREDDING	170.00	6-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R	07/05/16	08/24/16		59936	N
Vendor Total:				170.00								
01568 R.L.DEHN & SONS	16-00854	07/25/16	INSPECTION OF 2 WET FIRE SPRIN									
	1		INSPECTION OF 2 WET FIRE	650.00	6-01-26-772-029	B OTHER CONTRACTUAL ITEMS	R	07/25/16	08/24/16		160707	N
Vendor Total:				650.00								
01571 GLENDALE PARADE STORE	16-00876	08/02/16	DEPARTMENT CUSTOME FLAG									
	1		DEPARTMENT CUSTOME FLAG	398.00	6-01-25-752-032	B CLOTHING & UNIFORMS	R	08/02/16	08/24/16		106792A	N
Vendor Total:				398.00								
01578 AEP INDUSTRIES INC.	16-00915	08/16/16	ESCROW REFUND									
	1		ESCROW REFUND	1,851.04	E-08-00-213-03A	B AEP Industries (2701/4)	R	08/16/16	08/24/16		RES.NO. 136-201	N
	2		ESCROW REFUND	4.85	E-08-00-213-03B	B AEP IDUSTRY - (2701/4) INTEREST	R	08/16/16	08/24/16		RES.NO. 136-201	N
				1,855.89								
Vendor Total:				1,855.89								

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
01581 MITCHELL NITZAN					
16-00933 08/23/16 REFUND TAX OVERPAYMENT					
1 REFUND TAX OVERPAYMENT	5,582.28 6-01-55-205-000 B TAX OVERPAYMENTS - CURRENT YEAR	R	08/23/16	08/24/16	TAX OVERP. N
Vendor Total:	5,582.28				
01582 SUMMIT PLAZA INC.					
16-00937 08/23/16 TAX COURT SETTLEMENT					
1 TAX COURT SETTLEMENT	75,476.80 6-01-55-270-000 B RESERVE TAX APPEALS - PRIOR YEAR	R	08/23/16	08/24/16	TAX CRT SETTLM. N
Vendor Total:	75,476.80				
01594 GALLS, LLC					
16-00841 07/21/16 ZAGAJA BOOTS					
1 ZAGAJA BOOTS	139.00 6-01-25-745-254 B ZAGAJA, MACIEJ	R	07/21/16	08/24/16	BC0296604 N
Vendor Total:	139.00				
01648 BERGEN COUNTY MCA ASSN.					
16-00887 08/04/16 BCMCAA Conference					
1 BCMCAA Conference	19.20 6-01-42-855-042 B EDUCATION/TRAINING/SEMINARS	R	08/04/16	08/24/16	CONFERENCE N
2 BCMCAA Conference	20.80 6-01-41-250-042 B EDUCATION/TRAINING/SEMINARS	R	08/04/16	08/24/16	CONFERENCE N
	40.00				
16-00913 08/16/16 BCMCAA Conference - Ann					
1 BCMCAA Conference - Ann	19.20 6-01-42-855-042 B EDUCATION/TRAINING/SEMINARS	R	08/16/16	08/24/16	CONFERENCE N
2 BCMCAA Conference - Ann	20.80 6-01-41-250-042 B EDUCATION/TRAINING/SEMINARS	R	08/16/16	08/24/16	CONFERENCE N
	40.00				
Vendor Total:	80.00				
01760 UNITED PARCEL SERVICE					
16-00845 07/21/16 F047X6296 UPS CHARGES					
1 F047X6296 UPS CHARGES/ADMINSTR	10.33 6-01-20-701-022 B POSTAGE & EXPRESS CHARGES	R	07/21/16	08/24/16	6296 N

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Vendor # Name		PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099		
Item Description		Amount	Charge	Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl
03173 SPOK, INC.												
16-00811 07/12/16 OEM PAGER GUASCONI												
1	OEM PAGER GUASCONI	6.86		6-01-31-827-076		B TELEPHONE CHARGES	R	07/12/16	08/24/16		Z2418310G	N
Vendor Total:		6.86										
03589 DELL MARKETING LP												
16-00765 06/28/16 COMPUTER,MONITOR,ADAPTER												
1	COMPUTER- FIRE PREV OptiPlex	1,107.48		6-01-25-753-059		B COMPUTER EQUIPMENT S/W & SUPPL	R	06/28/16	08/24/16		XJXW8R794+	N
2	MONITOR -MAYOR'S SEC'Y	170.19		6-01-20-703-059		B COMPUTER EQUIPMENT S/W & SUPPL	R	06/28/16	08/24/16		XJXW8R794+	N
3	ADAPTER -MAYOR'S SEC'Y	22.19		6-01-20-703-059		B COMPUTER EQUIPMENT S/W & SUPPL	R	06/28/16	08/24/16		XJXW8R794+	N
		1,299.86										
Vendor Total:		1,299.86										
03727 STAPLES BUSINESS ADVANTAGE												
16-00797 07/07/16 business cards Eco Committee												
1	Raffi Joukhadarian card	8.99		6-01-20-703-125		B MAYORS EXPENSES	R	07/07/16	08/24/16		3308586853	N
2	John Rayan business card	8.99		6-01-20-703-125		B MAYORS EXPENSES	R	07/07/16	08/24/16		3308586853	N
3	Sal Rozzi business card	8.99		6-01-20-703-125		B MAYORS EXPENSES	R	07/07/16	08/24/16		3308586853	N
4	David Laquidara business card	8.99		6-01-20-703-125		B MAYORS EXPENSES	R	07/07/16	08/24/16		3308586853	N
5	Louis Hendi business card	8.99		6-01-20-703-125		B MAYORS EXPENSES	R	07/07/16	08/24/16		3308586853	N
6	Patricia Stith business cards	8.99		6-01-20-703-125		B MAYORS EXPENSES	R	07/07/16	08/24/16		3308586853	N
		53.94										
16-00810 07/12/16 PD OFFICE SUPPLIES												
1	PD OFFICE SUPPLIES	615.89		6-01-25-745-036		B OFFICE SUPPLIES	R	07/12/16	08/24/16		3308586855	N
16-00849 07/22/16 PD OFFICE SUPPLIES/INK CART												
1	PD OFFICE SUPPLIES/INK CART	533.88		6-01-25-745-036		B OFFICE SUPPLIES	R	07/22/16	08/24/16		3309159068	N
16-00851 07/22/16 office supplies												
1	tab dividers	17.05		6-01-20-701-036		B OFFICE SUPPLIES	R	07/22/16	08/24/16		3309159070	N
2	toners building dept.	541.30		6-01-22-725-036		B OFFICE SUPPLIES	R	07/22/16	08/24/16		3309159070	N

Borough of Montvale
Bill List By Vendor Id

Vendor # Name	PO #	PO Date	Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice		1099 Excl
03727 STAPLES BUSINESS ADVANTAGE	Continued													
16-00851 07/22/16 office supplies				Continued										
3 toner					136.32	6-01-22-725-058	B OTHER EQUIPMENT & SUPPLIES	R	07/22/16	08/24/16		3309159070		N
					694.67									
Vendor Total:					1,898.38									
03951 EDIBLE ARRANGEMENTS														
16-00886 08/03/16 Darlene Green Baby														
1 Darlene Green Baby					78.99	6-01-20-701-036	B OFFICE SUPPLIES	R	08/03/16	08/24/16		F0124066019		N
Vendor Total:					78.99									
Total Purchase Orders:	80	Total P.O. Line Items:	176	Total List Amount:	376,802.84	Total Void Amount:	0.00							

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Borough of Montvale
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Totals by Year-Fund Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND 2016 BUDGET	6-01	367,829.13	0.00	367,829.13	0.00	0.00	367,829.13
CAPITAL FUND	C-04	4,710.00	0.00	4,710.00	0.00	0.00	4,710.00
BOA ESCROW ACCOUNTS	E-08	2,653.39	0.00	2,653.39	0.00	0.00	2,653.39
OTHER TRUST ACCOUNT	T-03	616.25	0.00	616.25	0.00	0.00	616.25
DOG TRUST ACCOUNT	T-12	19.20	0.00	19.20	0.00	0.00	19.20
UNEMPLOYMENT TRUST ACCOUNT	T-13	287.37	0.00	287.37	0.00	0.00	287.37
OPEN SPACE TRUST ACCT	T-14	687.50	0.00	687.50	0.00	0.00	687.50
Year Total:		1,610.32	0.00	1,610.32	0.00	0.00	1,610.32
Total of All Funds:		376,802.84	0.00	376,802.84	0.00	0.00	376,802.84

CERTIFICATE OF DETERMINATION AND AWARD

I, Kenneth A. Sesholtz, Chief Financial Officer of the Borough of Montvale, in the County of Bergen, New Jersey (hereinafter referred to as the "Borough"), HEREBY CERTIFY as follows:

1. I hereby determine to issue the Bond Anticipation Note (the "Note") hereinafter described by virtue of the authority conferred upon me by the bond ordinances of the Borough referred to in the attached chart by reference to number, date of adoption and amount of bonds or notes authorized, such notes to be issued in the amounts indicated in the chart.

<u>TOTAL</u>		<u>NUMBER</u>	<u>DENOMINATION</u>
<u>PRINCIPAL</u>			
<u>AMOUNT:</u>	\$5,700,000	2016-1	\$5,700,000
<u>DATE:</u>	08/25/16		
<u>MATURITY:</u>	08/25/17		
<u>CUSIP NO.:</u>	615258 FT2		
<u>INTEREST</u>	1.50%, payable at maturity		
<u>RATE PER</u>			
<u>ANNUM:</u>			
<u>PAYING</u>	Borough of Montvale, New Jersey		
<u>AGENT:</u>			

2. Pursuant to the authority so conferred upon me, I have awarded and sold the Note to Jefferies LLC, New York, New York, at the price of \$5,740,358.00.

3. No bonds of the Borough have heretofore been issued pursuant to the bond ordinances referred to in Section 1 hereof, except as set forth in the attached chart.

4. The date of the first note or other obligation issued in anticipation of the issuance of the bonds that the Note is issued in anticipation of, whether or not now outstanding, is as stated in the attached chart.

5. No grants have been received, no paydowns have been made and no cancellations have been enacted that would reduce the debt authorization below the amount of notes outstanding under the bond ordinances described in the attached chart except as set forth therein.

6. No notes or other obligation in anticipation of the issuance of bonds have heretofore been issued pursuant to the bond ordinances referred to in the attached chart and now remain outstanding and unpaid except as set forth in the attached chart.

IN WITNESS WHEREOF, I have hereunto set my hand as of August 25, 2016.

A handwritten signature in dark ink, consisting of several vertical strokes and a horizontal crossbar, positioned above a horizontal line.

Kenneth A. Sesholtz, Chief Financial Officer

**\$5,700,000 BOND ANTICIPATION NOTE
OF THE
BOROUGH OF MONTVALE,
IN THE COUNTY OF BERGEN, NEW JERSEY**

Dated: August 25, 2016

Maturing: August 25, 2017

BOND ORDINANCE NUMBER	DESCRIPTION OF IMPROVEMENT, DATE OF ADOPTION AND PERIOD OF USEFULNESS OF BOND ORDINANCE	ORIGINAL BOND AUTHORIZA- TION	PERIOD OF USEFULNESS	HISTORY OF OBLIGATIONS BEING REFUNDED	NEW MONEY	REIMBURSEME NT AMOUNT- DATE OF 1ST EXPENDITURE*	PROCEEDS TO BE USED FOR CONSTRUCTION	AMOUNT TO BE ISSUED
2016-1409	Construction of a Fire House, finally adopted March 29, 2016.	\$4,855,000	30 years	N/A	\$4,300,000	\$0	\$4,300,000	\$4,300,000
2016-1413	Various Capital Improvements, finally adopted May 10, 2016.	\$1,425,000	23.16 years	N/A	\$1,400,000	\$0	\$1,400,000	\$1,400,000
TOTAL:					\$5,700,000	\$0	\$5,700,000	\$5,700,000

*Reimbursement - Only include in this column amounts used to reimburse expenditures not funded by bond or note proceeds (i.e. payments made from the general fund). This does not include amounts interfunded from bond or note accounts (i.e. Capital Fund) to another. It only means amounts expended from an account funded from the budget through taxes that were used on a project before issuing bonds or notes.

Maureen Iarossi

From: Frank Covelli <FCovelli@pianj.com>
Sent: Monday, August 22, 2016 7:03 PM
To: Maureen Iarossi
Cc: Fran Scordo; Renee Gear
Subject: BMED - DIVIDEND DECLARATION
Attachments: BMED 2016 DIVIDEND - Montvale.pdf

Dear Mayor Ghassali & Members of the Governing Body:

We are writing to report to you that at their August 16, 2016 Public Meeting, the Executive Committee of the Bergen Municipal Employee Benefits Fund (the BMED) authorized a \$750,000 Dividend Declaration for 2016.. The dividend represents a portion of surplus funds released by the BMED, in accordance with the rules and regulations promulgated by both the NJ Departments of Banking and Insurance and Community Affairs.

Based upon the Borough of Montvale's' proportionate share of the Fund, the Borough will be receiving \$22,627.

The declaration of a dividend is a reflection of the strong financial position of the Fund. Even after distribution, the BMED will maintain a notable statutory surplus that is retained as an added protection over the loss reserves certified by the Actuary, to deal with any unforeseen circumstances. This practice has a proven track history that has been in place with both the JIF (South Bergen) and the HIF (BMED) since their respective inception. A copy of the Financial Fast Track for the period ending June 30, 2016 is also included for your review and consideration.

We are most pleased to report this positive development to you and the Governing Body and as always, should you have any questions, please feel free to contact us.

Best regards -

Frank Covelli
Manager - Public Entities Department
Senior Commercial Account Specialist

Professional Insurance Associates, Inc.

429 Hackensack Street
Carlstadt, NJ 07072
P | 201.559.8134 F | 201.438.8781
Visit us at: www.pianj.com

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Gateway

BMED FUND

GATEWAY REGIONAL HEALTH INSURANCE FUND

AGENDA AND REPORTS

AUGUST 16, 2016

CAFÉ CAPRI

119 PARK AVE

EAST RUTHERFORD, NJ 07073

12:00 PM

OPEN PUBLIC MEETINGS ACT - In accordance with the Open Public Meetings Act, notice of this meeting was given by:

- I. sending sufficient notice to The Record, Hackensack, NJ
- II. filing advance written notice of this meeting with the Clerk/Administrator of each member municipality and,
- III. posting notice on the Public Bulletin Board of all member municipalities.

2016 BMED DIVIDEND	
RECOMMENDATION	750,000
Alpine	729
Carlstadt	4,191
Carlstadt Board of Education	1,481
East Rutherford	2,198
East Rutherford Board of Education	2,000
Emerson	1,656
Fort Lee	5,608
Franklin Lakes	18,661
Hillsdale	1,375
Lodi	12,508
Maywood Borough	72,060
Montvale	22,627
Moonachie	47,715
North Arlington	74,645
Oakland	29,761
Palisades Park	23,657
Park Ridge	78,338
Ridgefield Park	48,818
Rochelle Park	1,465
Rutherford	90,144
Saddle River	36,299
South Hackensack	40,208
Wallington	70,699
Wanaque	1,468
Wanaque Valley Regional S.A.	153
Westwood	59,985
Wood-Ridge	1,547
	750,000

WELLNESS COMMITTEE UPDATE

The Wellness Committee has continued conversations with Hackensack University Medical and begun discussions with Valley Medical Group. A draft Wellness Program is included to be reviewed further at the meeting.

BOARD ADVISOR WELLNESS FEES

The Board Advisor has requested a modest additional fee for his work on the wellness pilot program. An invoice for \$1257.95 additional is included. The Committee may approve on a one time basis or for all additional wellness related work.

BERGEN MUNICIPAL EMPLOYEE BENEFITS FUND
FINANCIAL FAST TRACK REPORT
AS OF June 30, 2016

	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
1. UNDERWRITING INCOME	2,238,887	12,587,720	460,049,832	472,637,551
2. CLAIM EXPENSES				
Paid Claims	1,479,428	8,422,596	395,386,897	403,809,492
IBNR	129,365	321,306	1,874,351	2,195,657
Less Specific Excess	(8,078)	(122,031)	(11,225,432)	(11,347,463)
Less Aggregate Excess	-	-	(602,911)	(602,911)
TOTAL CLAIMS	1,600,715	8,621,871	385,432,905	394,054,776
3. EXPENSES				
MA & HMO Premiums	52,925	289,795	4,507,594	4,797,389
Excess Premiums	155,258	838,869	22,330,290	23,169,159
Administrative	149,864	889,775	35,031,786	35,921,561
TOTAL EXPENSES	358,047	2,018,440	61,869,669	63,888,109
4. UNDERWRITING PROFIT (1-2-3)	280,125	1,947,410	12,747,258	14,694,667
5. INVESTMENT INCOME	13,026	61,239	2,301,450	2,362,689
6. DIVIDEND INCOME	0	211,579	3,438,375	3,649,954
7. STATUTORY PROFIT (4+5+6)	293,151	2,220,228	18,487,082	20,707,310
8. DIVIDEND	0	0	5,160,974	5,160,974
9. STATUTORY SURPLUS (7-8)	293,151	2,220,228	13,326,109	15,546,337

SURPLUS (DEFICITS) BY FUND YEAR

Closed	Surplus	8,113	141,072	10,504,202	10,645,273
	Cash	35,680	(278,921)	10,835,048	10,556,127
2015	Surplus	(19,959)	957,556	2,821,905	3,779,461
	Cash	(16,463)	653,577	2,719,544	3,373,121
2016	Surplus	304,997	1,121,601		1,121,601
	Cash	437,292	2,392,151		2,392,151
TOTAL SURPLUS (DEFICITS)		293,151	2,220,228	13,326,107	15,546,335
TOTAL CASH		456,509	2,766,807	13,554,592	16,321,399

CLAIM ANALYSIS BY FUND YEAR

TOTAL CLOSED YEAR CLAIMS	30	39,763	369,865,047	369,904,810
FUND YEAR 2015				
Paid Claims	27,953	986,205	13,790,789	14,776,994
IBNR	0	(1,746,573)	1,846,573	100,000
Less Specific Excess	(5,349)	(119,302)	(69,510)	(188,812)
Less Aggregate Excess	0	0	0	0
TOTAL FY 2015 CLAIMS	22,603	(879,670)	15,567,852	14,688,182
FUND YEAR 2016				
Paid Claims	1,451,446	7,368,849		7,368,849
IBNR	129,365	2,095,657		2,095,657
Less Specific Excess	(2,729)	(2,729)		(2,729)
Less Aggregate Excess	0	0		0
TOTAL FY 2016 CLAIMS	1,578,082	9,461,777		9,461,777
COMBINED TOTAL CLAIMS	1,600,715	8,621,871	385,432,899	394,054,769

This report is based upon information which has not been audited nor certified by an actuary and as such may not truly represent the condition of the fund.