

**AGENDA**  
**WORK SESSION MEETING**  
**BOROUGH OF MONTVALE**  
**Mayor and Council Meeting**  
**December 26, 2017**  
**Closed/Executive Session 6:30 P.M.**  
**Meeting to Commence 7:30 P.M.**

**CLOSED/EXECUTIVE SESSION:**

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

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

Attorney/Client Privilege/Personnel/C.O.A.H./Potential Litigation

- 1) Personnel/ Rice Notification/L. Dent/Recreation Director
- 2) Council On Affordable Housing (C.O.A.H.)
- 3) BREX vs. Borough of Montvale
- 4) Potential Litigation – School Funding

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

**ROLL CALL:**

Councilmember Arendacs	Councilmember Koelling
Councilmember Curry	Councilmember Lane
Councilmember Gloegler	Councilmember Weaver

**ORDINANCES:**

**PUBLIC HEARING OF ORDINANCE NO. 2017-1438** AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 128 OF THE CODE OF THE BOROUGH OF MONTVALE TO ESTABLISH A NEW AH-26 AFFORDABLE HOUSING DISTRICT AND TO SET FORTH THE STANDARDS AND CRITERIA APPLICABLE THERETO  
(Planning Board Resolution)

**PUBLIC HEARING OF ORDINANCE NO 2017-1439**

AN ORDINANCE TO PROVIDE FOR THE PRESERVATION OF TREES ON RESIDENTIAL PROPERTIES THROUGHOUT THE BOROUGH OF MONTVALE AND CREATING A NEW CHAPTER 119A IN THE BOROUGH CODE ENTITLED "TREES AND PLANTS"

**MINUTES:**

November 14, 2017  
December 11, 2017

**MINUTES CLOSED/EXECUTIVE SESSION:**

December 11, 2017

**RESOLUTIONS:**

- 237-2016 Authorize Change Order No. 2/Montvale 2017 Paving Program DLS Contracting
- 238-2017 Authorize Change Order #2 /Fieldstone Middle School Synthetic Turf Replacement /Landed Group
- 239-2017 Award Professional Service Contract /Environmental Services/NJDEP Air Quality Permitting/  
Boiler For the Municipal Building/Maser Consulting, LLC
- 240-2017 Award Professional Service Contract /Environmental Services/Preparation of EPA SPCC Plan  
Maser Consulting, LLC
- 241-2017 Cancellation of 2017 Current Fund Appropriations
- 242-2017 Cancellation of Prior Year Outstanding Checks
- 243-2017 Cancellation of Various Balances
- 244-2017 Cancellation of Improvement Authorizations
- 245-2017 Transfer of Appropriations
- 246-2017 Cancellation of Tax and Excess Sewer Overpayments or Delinquent Amounts Less than \$10.00

**BILLS:**

**ENGINEER'S REPORT:**

Andrew Hipolit  
Report/Update

**ATTORNEY REPORT:**

Joseph Voytus, Esq.  
Report Update

**UNFINISHED BUSINESS:**

None.

**NEW BUSINESS:**

**PUBLIC HEARING:** Notice of Public Hearing: Advertised Tuesday, December 12<sup>th</sup>, 2017 & Tuesday, December 19<sup>th</sup>, 2017

- a. BCUW/Madeline Housing Partnership, LLC/Reverter Clause Conveyance To BCUW
  - 1) Adoption of Resolution Approving Subordinate of Reverter Provision In Deed From Borough of Montvale  
TO BCUW/Madeline Housing Partners, LLC./Subordination Of Reverter

**COMMUNICATION CORRESPONDENCE:**

None.

**MEETING OPEN TO THE PUBLIC:**

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

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

**MEETING CLOSED TO THE PUBLIC:**

**ADJOURNMENT:**

The Re-Organization Meeting of the Mayor and Council for 2018 will be held on Monday, January 1<sup>st</sup>, 2018 at 7:00 p.m.

The Regular Meeting of the Mayor and Council will be held on Tuesday, January 9, 2018 at 7:30pm

**\*\*\*\*\*Disclaimer\*\*\*\*\* Subject To Additions And/Or Deletions**



## Borough of Montvale

12 Mercedes Drive, 2nd Floor  
Montvale NJ 07645

[www.montvale.org](http://www.montvale.org)

Ph: 201-391-5700

Fx: 201-391-9317

# Planning Board Memo

Date: December 20, 2017

To: Mayor and Council

cc: Maureen Iarossi-Alwan, Administrator/Municipal Clerk

From: R. Lorraine Hutter, Land Use Administrator

**RE: Ordinance No. 2017-1438-An Ordinance of the Borough of Montvale Amending and Supplementing Chapter 128 of the Code of the Borough of Montvale to Establish a New AH-26 Affordable Housing District and to Set Forth the Standards and Criteria Applicable thereto**

---

Please be advised that the Planning Board has reviewed extensively Ordinance No. 2017-1438 and has passed a resolution with the following roll call vote; Mayor Ghassali, Chairman DePinto, Councilman Weaver and Annmarie Russo absent and all others present voting aye. A copy of the resolution is attached.

The Board has carefully reviewed the Ordinance and has determined that the proposed Ordinance is consistent with the Master Plan and Master Plan Amendment adopted on December 5, 2017 and is intended to implement the recommendations detailed in the Master Plan Amendment and the aforesaid Settlement Agreement and recommends its passing.

RLH

Encs

**BOROUGH OF MONTVALE  
ORDINANCE NO. 2017-1438**

**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 11<sup>th</sup> day of December 2017, 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 26<sup>th</sup> day of December 2017 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

**AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 128 OF THE CODE OF THE BOROUGH OF MONTVALE TO ESTABLISH A NEW AH-26 AFFORDABLE HOUSING DISTRICT AND TO SET FORTH THE STANDARDS AND CRITERIA APPLICABLE THERETO**

**WHEREAS**, the Borough Council of the Borough of Montvale desires to create a realistic opportunity for the creation of affordable housing within the Borough; and

**WHEREAS**, the Borough Council has determined that certain lands comprised of approximately 7.043 acres within the OR-4 Office and Research District commonly referred to as Block 3302, Lot 1 are suited for inclusionary development; and

**WHEREAS**, the Borough has a constitutional obligation to create a realistic opportunity for the construction of its fair share of the region's need for affordable housing; and

**WHEREAS**, the Borough wishes to foster development that provides an affordable housing set-aside; and

**WHEREAS**, the location of the site next to the Garden State Parkway and neighboring fitness facility eliminates any concern for impacts on residential neighbors within the Borough located to the west and north; and

**WHEREAS**, a residential apartment development serves as an effective transitional use between the core single-family residences within the Borough and the Garden State Parkway and office uses to the north and east; and

**WHEREAS**, the location of the site next to an existing fitness complex will encourage a healthy lifestyle and provide an important and easily accessible fitness opportunity for residents; and

**WHEREAS**, the site is located adjacent or nearby to existing structures with increased permitted heights; and

**WHEREAS**, the site contains significant existing wooded areas and natural screening and berming that minimize the visual impact of the development with respect to Sony Drive from the east.

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

**Section 1.** Chapter 128 of the Code of the Borough of Montvale, Section 128-2.1, "Classes of districts" is hereby amended and supplemented by adding the underlined text alphabetically, as follows:

**§ 128-2.1      Classes of districts.**

**AH-26 Affordable Housing District**

**Section 2.      AH-26 Affordable Housing District.** Chapter 128 of the Code of the Borough of Montvale is hereby amended and supplemented by adding a new Section 128-5.17, "AH-26 Affordable Housing District" as follows:

**§ 128-5.17. AH-26 Affordable Housing District.** The following standards shall apply to development within the AH-26 District. All other provisions of Chapter 128, Zoning of the Montvale Borough Code shall apply to development in the AH-26 District only where specifically indicated as applicable in **§ 128-5.17** of the Montvale Code. When the standards herein conflict with other provisions of Chapter 128, the standards herein shall apply.

A. **Purpose and planning rationale.** The purpose of the AH-26 District is to provide a realistic opportunity for the construction of affordable housing as part of a comprehensively planned inclusionary development, in conformance with the regulations of this chapter governing affordable housing. In addition, the Borough has determined that this site is specially and particularly appropriate for a higher residential density than is characteristic in the Borough substantially for the following reasons:

1. Sound planning supports a holistic approach to planning for affordable housing where inclusionary neighborhoods are located near services. Sound planning also involves the conservation of neighborhood character, an objective achieved in part by maintaining the existing scale, density and character of the Borough's core single-family neighborhoods. This can be achieved in part through a gradation of density across the Borough, maintaining higher densities and greater building heights further away from the core single-family residential zones within the Borough, and requiring lower densities and lower permitted building heights as the properties approach core single-family districts within the Borough.

B. **Definitions.** The following definitions shall apply only within the AH-26 District, shall supplement any non-conflicting definitions within Chapter 128 of the Borough Code, and shall supersede any conflicting definitions in the Borough Code:

- (1) **"Building Height"** shall be defined as the vertical distance in feet between the average Ground Elevation around the foundation of the building and the elevation of the roof deck if the building is flat, or in the case of sloping roofs, to a point half the distance between the rafter plate and the uppermost point of the roof. Exclusions from the definition of Building Height shall include the following: any parapet, structure, apparatus, amenities and/or equipment located on the roof.

- (2) "*Ground Elevation*" shall be the elevation of the property in its final/finished grade at building wall.
- (3) "*Story*" shall be defined as that portion of a building included between the surface of any floor and the surface of the floor above it or, if there be no floor above it, then the space between the floor and the ceiling next above it. Any structures, apparatus, utilities, amenities, and equipment on the roof shall not constitute a Story. Any level of parking, structures, apparatus, utilities, amenities, and equipment that is below or partially below finished grade and underneath a residential story within the AH-26 District shall be explicitly excluded from being characterized as a Story, Basement, or Cellar, and shall not count towards the Building Height.
- (4) "*Tract*" shall be defined as contiguous parcels of land under common ownership, at least one of which is located within the AH-26 District. The parcels making up a Tract may be located within or without the Borough of Montvale.
- (5) "*Wall Sign*" shall be defined as all flat signs of duramesh, or windscreen which are placed against a building or other structure and attached to the exterior front, rear or side wall of any building or other structure so that the display surface is parallel with the plane of the wall.

**C. Application Requirements.**

- (1) Any application for development for any portion or the entirety of the AH-26 District shall be submitted in accordance with the requirements of § 128-8.4 through § 128-8.9.
- (2) Contribution of the pro-rata share of off-site improvements shall be governed by § 128-8.15. Notwithstanding the foregoing, consistent with N.J.A.C. 5:93-10.1(b), no unnecessary cost generative provisions of the Montvale Borough Code shall apply to any proposed Inclusionary Development within the AH-26 District.

**D. Permitted uses.** In the AH-26 District, the following uses shall be permitted:

- (1) **Permitted Principal Uses.** Inclusionary multi-family residential development in accordance with the provisions below and the development standards enumerated in Subsection E:

- a. All units within the Inclusionary Development shall be apartment-style units.

- (i) Residential market-rate units shall have the following minimum unit sizes:

- One-bedroom – 700 square feet

- Two-bedroom – 850 square feet

- Three-bedroom – 1,100 square feet

(ii) A maximum of 10% of the market-rate units may be three-bedroom units.

b. Twenty (20) percent of all units shall be set aside for low- (including very-low-) and moderate-income households ("Affordable units").

c. Affordable units shall be governed by deed restrictions ensuring long-term affordability controls in accordance with **§ 128-5.12(G)**.

d. The development, unit distribution and marketing of all Affordable units shall be undertaken consistent with the Uniform Housing Affordability Controls, **Section 5.12** of this Chapter, and all other applicable laws, rules and regulations, including applicable COAH regulations, the Fair Housing Act and its requirement that at least ten (10) percent of all affordable units associated with this project be made affordable to very-low-income households.

e. Developer shall be responsible for all costs associated with the initial rental of the affordable units, and for the continuing administration of the affordable units and the preservation of the creditworthiness of the units.

f. All uses not expressly permitted are deemed prohibited.

(2) Permitted Accessory Uses. In connection with a permitted principal use, the following may be permitted as an accessory use:

- a. Recreational facilities, lobbies, fitness facilities, outdoor barbecues, fire pits, gazebos, leasing and management offices, club rooms, lounges, libraries, business centers, game rooms, pool rooms, community gardens, rec rooms, children's play rooms, private theater rooms, community kitchens for tenant use, bath house, locker rooms, mail rooms, package storage areas, valet spaces, or related mechanical equipment, and similar interior tenant amenities
- b. Sports facilities, including but not limited to fields, courts, putting greens and swimming pools
- c. Playground facilities
- d. Dog park or dog run
- e. Dog spa or grooming facility, not including boarding or veterinarian services, only for the residents of the inclusionary multi-family residential development
- f. Storage spaces unattached to the units, but used by occupants of units, which are incorporated into the multi-family residential building
- g. Waste and recycling receptacles
- h. Parking structures incorporated into the multi-family residential building for storage of vehicles, and loading area spaces

- i. Any use customary and incidental to a permitted principal use
- j. Signs
- k. Fences
- l. Landscaping and buffering

**E. Development standards.**

**(1) Area, Yard and Bulk Standards.**

<b>Requirement</b>	<b>AH-26 District Regulation</b>
Minimum Lot Size	7 Acres
Minimum Setbacks	
Inter-Municipal Boundary Within a Tract	0 Feet
Garden State Parkway/Front Yard <sup>1</sup>	40 Feet
Rear Yard <sup>2</sup>	30 Feet
Side Yard <sup>3</sup>	30 Feet
From internal access road	0 feet
Maximum Building Height – Flat Roof (Feet)	59 Feet
Accessory Building Height (Feet)	14 Feet
Maximum Building Height (Story)	4 Stories
Maximum Number of Units per Acre	26.5 Units/Acre
Maximum Building Coverage (%)	45%
Maximum Lot Coverage (%)	60% (up to 70% with pervious materials)

- (2) All setbacks shall be measured from the property lines of the entire Tract and not from zoning or lot lines that are established by municipal boundaries. No internal setbacks shall apply to any structure, parking, public or private street, driveway, or municipal boundary line internal to the Tract as a whole, except as required by New Jersey Building and/or Fire Codes. Retaining walls, sidewalks, walkways, fences, freestanding signs, above and below-ground storm water detention basins, and above-ground and underground utilities, shall be permitted within the setbacks.

<sup>1</sup> The portion of the property fronting on the Garden State Parkway shall be considered the "Front Yard" of the property located in the AH-26 Zone. Notwithstanding the foregoing, the property is only accessible via adjacent properties located in a neighboring municipality.

<sup>2</sup> In the event that any Rear Yard fronts upon an Inter-Municipal Boundary, the Inter-Municipal Boundary Minimum Setback shall supersede the Rear Yard Minimum Setback and control.

<sup>3</sup> In the event that any Side Yard fronts upon an Inter-Municipal Boundary, the Inter-Municipal Boundary Minimum Setback shall supersede the Side Yard Minimum Setback and control.



(3) Signage. Within the AH-26 District, the following shall apply:

- a. **§ 128-9.7A.1 through § 128-9.7A.4.**
- b. **§ 128-9.7A.8 through § 128-9.7A.15, except that § 128-9.7A.9A(1), § 128-9.7A.9A(3), § 128-9.7A.9A(6), § 128-9.7A.9C, § 128-9.7A.9G, § 128-9.7A.9N and § 128-9.7A.9Q shall not apply.**
- c. Notwithstanding **§ 128-9.7A.3**, the area of a sign face shall be computed by drawing a square or rectangle that encompasses the extreme limits of the verbiage, logo or emblem.
- d. Two (2) freestanding signs per parcel shall be permitted in accordance with the following:
  - i. One freestanding sign fronting along the Garden State Parkway shall be permitted, which may be a maximum of four (4) feet high. In addition, the sign may be placed atop a base that is a maximum of two (2) feet in height, or a maximum of three (3) feet in height in the event that landscaping is to be installed at the base. The maximum area of a sign fronting along the Garden State Parkway shall be sixty (60) square feet.
  - ii. One freestanding sign that does not front along the Garden State Parkway shall be permitted, which may have a maximum area of thirty-six (36) square feet and a maximum height of six (6) feet.
  - iii. Notwithstanding Section 128-9.7A.9J of the Borough Code, freestanding signs may include three colors, assuming one of the colors is white or black.
  - iv. No freestanding sign shall be located in a sight triangle.
  - v. External illumination shall be permitted for freestanding signs.
- e. Wall Signs.
  - i. One (1) temporary Wall Sign is also permitted on one (1) façade of the building not facing the Garden State Parkway, which Wall Sign may not exceed one hundred forty four (144) square feet. Such temporary Wall Sign may remain for a six month period, which period may be extended for to two (2) additional six (6) month periods upon application to the Borough Planning Board.
  - ii. Notwithstanding Section 128-9.7A.9J of the Borough Code, Wall Signs may include three colors, assuming one of the colors is white or black.
- f. Wayfinding and directional signs, building identification signs, parking restriction and other community restriction signs shall be permitted throughout the AH-26 District, to the extent necessary.

(4) **Parking Requirements.** The following parking requirements shall apply:

<b>Requirement</b>	<b>AH-26 District Regulation</b>
<b>Parking Spaces</b>	In accordance with Residential Site Improvement Standards (RSIS)
<b>Parking Dimensions (Aisle Width)</b>	Parallel Parking – 12 feet 30 degree angle – 12 feet 45 degree angle – 13 feet 60 degree angle – 18 feet Perpendicular Parking – 24 feet
<b>Parking Dimensions (Parking Space)</b>	9 feet x 18 feet
<b>Parking Dimensions (Compact Parking Space)</b>	8.5 feet x 16 feet

- a. Up to ten percent (10%) of parking spaces may be Compact Parking Spaces.
- b. The Planning Board may liberally grant de minimis waivers and exceptions from RSIS to facilitate the Inclusionary Development within the AH-26 District.

**F. Site Standards.**

**(1) Circulation.**

- a. Walkways shall link all residential buildings within the development.
- b. Where sections of walkways branch off or join up, a decorative marker, signpost, or circle is recommended. Where walkways traverse vehicular driveways, crosswalks shall be provided and marked with textured paving in a contrasting material and color.
- c. Benches are encouraged to be located throughout the development along the pedestrian walkway network.

**(2) Retaining Walls.** Notwithstanding anything to the contrary in Chapter 39, Section 2 of the Borough Code:

- a. To the extent possible, the use of retaining walls should be used in the form of terraces to accommodate severe grade changes, rather than single tall retaining walls. However, no retaining walls shall exceed a height of 15 feet. Where provided, retaining walls shall be screened with a variety of landscaping materials, in groupings, rather than utilizing hedges or uniform plant species and spacing.
- b. Ornamental walls utilizing loose laid stone may be provided throughout the site as appropriate, up to a height of four feet.
- c. Fences shall be installed along the tops of all retaining walls that exceed a height of four (4) feet. Chain-link fencing, including vinyl-coated chain-link fencing, is prohibited.
- d. No fence on the site may exceed a height of four feet, except for fences for the screening of loading areas, utility enclosures and dumpsters.

(3) Architecture.

- a. Buildings shall avoid long, monotonous, uninterrupted walls or roof planes. Building wall offsets, including projections such as canopies and recesses shall be used in order to add architectural interest and variety and to relieve the visual effect of a simple, long wall. Similarly, in the case of a pitched roof, roofline offsets, dormers or gables shall be provided in order to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof.
- b. The maximum spacing between building wall offsets shall be 80 feet.
- c. The minimum projection or depth of any individual vertical offset shall be 1.0 feet.
- d. The maximum spacing between roof offsets shall be 80 feet.
- e. The architectural treatment of the front façade shall be continued in its major features around all visibly exposed sides of a building. All sides of a building facing a public street shall be architecturally designed to be consistent with regard to style, materials, colors and details.
- f. Fenestration shall be architecturally compatible with the style, materials, colors and details of the building. Windows shall be vertically proportioned.
- g. All entrances to a building shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, etc.
- h. Heating, ventilating and air-conditioning systems, utility meters and regulators, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated to be, as much as possible, inconspicuous as viewed from the public right-of-way and adjacent properties. Section 128-6.4, regarding satellite antennas, shall apply.
- i. All rooftop mechanical equipment, inclusive of solar equipment, shall be screened from view from all vantage points at grade or below the roof.
- j. Placement of any packaged terminal air conditioner units within the façade is prohibited.
- k. Balconies are prohibited to be included on the outward facing sides of any building, except that all corner residential units may have balconies. Nonfunctional, decorative "Juliet" balconies, which cannot be accessed from the interior of a unit, shall be permitted on the outward facing sides of any building. Inward-facing balconies shall also be permitted.

(4) Trash.

- a. All trash/recycling storage areas shall be enclosed on all four sides and screened using wood fencing or other attractive material. Trash may be stored inside the buildings.

(5) Lighting.

- a. LED (light-emitting diode) light of the soft white category shall be incorporated into site, service and parking lot lighting.
- b. All exterior lights shall be designed so as to reduce glare, lower energy usage and direct lights only to where they are needed.

(6) Landscaping.

- a. A mix of deciduous and evergreen trees and low ground cover landscaping shall be planted along the entire site perimeter, with the exception of any Inter-Municipal Boundary, in order to form an effective year-round screening. Tree spacing shall be 40 feet on center, or closer. In addition, where a row of parking stalls runs in a straight line for more than 20 spaces, landscaped islands shall be provided between every 15 parking spaces, planted with trees and low ground cover.
- b. Eighty percent (80%) of the perimeter of the building(s) shall be surrounded on all sides by a landscaped, planted strip at least three feet in width. Paved walkways leading to pedestrian entrances may cross this landscape strip in a perpendicular fashion.
- c. Use of berming, retaining walls, trees and other vegetation shall be utilized to the extent practicable in order to minimize the visual impact of the development on adjacent properties. Where possible to accommodate an inclusionary development, existing, mature trees shall remain in place in order to provide sufficient visual buffering.

G. Miscellaneous.

- (1) Consistent with N.J.A.C. 5:93-10.1(b), no unnecessary cost generative provisions of the Montvale Borough Code shall apply to any proposed Inclusionary Development within the AH-26 District.
- (2) Additional applicable provisions to the AH-26 District. The following sections of Chapter 128 of the Montvale Borough Code shall apply to development in the AH-26 District.

- (1) **Article X**, Enforcement.
- (2) **Article XI**, Interpretation.
- (3) **Article XIII**, Violations and Penalties.
- (4) **Article XIV**, Validity.
- (5) **Article XVI**, Effect.
- (6) **Article XVIII**, Site Work Permit.

**Section 3.** The Official Zoning Map shall be changed for Block 3302, Lot 1 from OR-4 Office and Research District to AH-26 Affordable Housing District.

**Section 4.** The Planning Board hearing an application for an Inclusionary Development within the AH-26 District shall be authorized to grant such variances, waivers, and exceptions as are necessary to facilitate the Inclusionary Development.

**Section 5.** If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

**Section 6.** All Ordinances or parts of Ordinances, which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

**Section 7.** Effective date. This Ordinance shall take effect immediately upon final passage and publication as required by law and upon receipt of an Order from the Superior Court of New Jersey approving of the Settlement Agreement, dated November 14, 2017, between the Borough of Montvale, the Planning Board of the Borough of Montvale, and Hornrock Properties MPR, LLC in the litigation In re Montvale, Docket No. BER-L-6141-15.

MICHAEL GHASSALI, Mayor

ATTEST:

MAUREEN IAROSSE-ALWAN, RMC  
Municipal Clerk

INTRODUCED: 12/11/2017

Councilmember	Yes	No
Arendacs		X
Curry	X	
Gloeggler	X	
Koelling	X	
Lane	X	
Weaver – ABSENT		

ADOPTED: 12/26/2017

Councilmember	Yes	No
Arendacs		
Curry		
Gloeggler		
Koelling		
Lane		
Weaver		

**BOROUGH OF MONTVALE  
ORDINANCE NO. 2017-1439**

**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 11<sup>th</sup> day of December 2017, 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 26<sup>th</sup> day of December 2017 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

**AN ORDINANCE TO PROVIDE FOR THE PRESERVATION OF  
TREES ON RESIDENTIAL PROPERTIES THROUGHOUT THE BOROUGH OF  
MONTVALE AND CREATING A NEW CHAPTER 119A IN THE BOROUGH CODE  
ENTITLED "TREES AND PLANTS"**

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

**Section 1.** The Code of the Borough of Montvale is hereby amended and supplemented by adding a new Chapter 119A, "Trees and Plants," as follows:

**Chapter 119A  
Trees and Plants**

**Article 1      Tree Removal**

- |                 |                                     |
|-----------------|-------------------------------------|
| <b>§ 119A-1</b> | <b>Findings and purpose</b>         |
| <b>§ 119A-2</b> | <b>Tree removal permit required</b> |
| <b>§ 119A-3</b> | <b>Exemptions</b>                   |
| <b>§ 119A-4</b> | <b>Compensatory plantings</b>       |
| <b>§ 119A-5</b> | <b>Violations</b>                   |

**Article 2      Demolition**

- |                 |                                       |
|-----------------|---------------------------------------|
| <b>§ 119A-6</b> | <b>Tree removal during demolition</b> |
| <b>§ 119A-7</b> | <b>Demolition permit required</b>     |
| <b>§ 119A-8</b> | <b>Exemptions</b>                     |
| <b>§ 119A-9</b> | <b>Violations</b>                     |

### **Article 3      Bamboo**

- § 119A-10      Purpose**
- § 119A-11      Prohibition of the planting, growing or cultivating of bamboo**
- § 119A-12      Exemptions**
- § 119A-13      Complaint notice; order for removal and compliance**
- § 119A-14      Violations**

---

### **Article 1      Tree Removal**

#### **§ 119A-1      Findings and purpose**

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

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

#### **§ 119A-2      Tree removal permit required**

- A. Tree removal as set forth in this Article shall be prohibited within the Tree Preservation Zone, which is defined as the area between the lot or parcel perimeter property lines and the front, side and rear building set-back lines as established in each zoning district. Notwithstanding the foregoing, the Tree Preservation Zone shall not include any area within 5 feet of the boundary of any dwelling structure on the property.
- B. Except as may be otherwise set forth in this Chapter, no applicant, developer, contractor or other person or entity shall cut down or remove trees of a caliper of six (6) inches or greater measured 4.5 feet above the high side of existing grade within the Tree Preservation Zone as part of a site plan, subdivision or building addition application without first obtaining a tree removal permit from the Construction Code Official in accordance with this Article.
- C. The Construction Code Official shall adopt a standard application form for use by applicants seeking a tree removal permit, whether such application is made to the Construction Code Official or to the reviewing Board.

- D. In the case of site plan and subdivision applications, the reviewing Board shall request recommendations from the Environmental Commission on tree removal prior to any Board decision. For applications not subject to Board review, the Construction Code Official shall request the recommendations of the Montvale Environmental Commission before issuing a tree removal permit.
- E. A site survey or other reasonably sufficient plan or drawing showing the tree removal limits shall be provided for review and approval with the tree removal application. In evaluating the application, the Environmental Commission shall consider the following;
  - 1. Light and air flow
  - 2. Property screening, both from public roadways and neighboring properties
  - 3. Relative size and health of trees and benefits/detriments to removal
  - 4. Proposed distribution of tree species
  - 5. Potential safety hazards among existing trees
  - 6. Number and density of remaining trees
  - 7. Property circulation (walkways, driveways, etc.)
- F. The Montvale Environmental Commission shall submit a letter to the Construction Code Official, or the reviewing Board, as appropriate to the application, describing the Commission's recommendations as to permitted tree removal limits. The final determination on the tree removal permit shall be within the jurisdiction of the Construction Code Official or the reviewing Board, as appropriate to the application.
- G. In connection with the submission of a site plan, subdivision or building addition application, the applicant shall be required to detail any tree removal activities undertaken on the property within the past two (2) months. If any trees were removed during said two-month period that would have been impermissible under this Article as part of such application, the Montvale Environmental Commission shall review such activities and recommend compensatory plantings consistent with this Article.

### **§ 119A-3      Exemptions**

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

- A. Single or two-family residential lots containing an existing dwelling that are not subject of a site plan, subdivision or building addition application.
- B. Tree removal is permitted within the Tree Preservation Zone to allow for the following:
  - 1. Driveway or roadway access from an existing road frontage.
  - 2. Land grading necessary to establish the appropriate proposed grade elevations to foster proper drainage and construction of the proposed building or buildings on a lot or parcel.



3. Construction or installation of underground utilities that serve the building or buildings.
4. Removal of trees that are dead, dying or diseased, or trees that have sustained significant storm damage, or trees that due to their location or physical condition render them a hazard to structures, vehicles and/or people.
5. Removal of any tree with a caliper below six (6) inches measured from 4.5 feet above the highest side of existing grade.
6. Any tree growing in the public right-of-way or on publicly-owned land or property.
7. Tree removal as part of a Municipal, County or State agency or authority improvement project.
8. Commercial nurseries, Christmas tree plantations and farming activities requiring tree removal.
9. Any trees hindering sight triangles from property or impeding proper sight distances.

#### **§ 119A-4      Compensatory plantings**

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

#### **§ 119A-5      Violations**

- A. A fine of five hundred dollars (\$500) shall be imposed for each tree removed in violation of this Article.

## **Article 2      Demolition**

### **§ 119A-6      Tree removal during demolition**

The Borough Council of the Borough of Montvale does hereby find and determine that there is a desire to control and regulate tree removal as part of the demolition of buildings and structures, because uncontrolled demolition and clearing of land can be detrimental to the public safety, health and general welfare.

### **§ 119A-7      Demolition permit required**

- A. Pursuant to the Borough Code, no applicant, developer, contractor or any other person or entity shall initiate or commence demolition or removal of any buildings or structures without first obtaining a demolition permit from the Construction Code Official.
- B. A site survey showing the limits of disturbance (defined as the foundation line of the structure being demolished plus an additional 20 feet in each direction) required to accomplish the demolition or removal shall be provided as part of the demolition permit application.
- C. Tree removal outside the approved limits of disturbance shall not be permitted without first obtaining a Tree Removal Permit pursuant to this Chapter, except as may be otherwise set forth herein.

### **§ 119A-8      Exemptions**

- A. Tree removal is permitted outside the limits of disturbance as defined herein to allow for the removal of any tree with a caliper below six (6) inches measured 4.5 feet above the highest side of existing grade.
- B. Tree removal shall be permitted inside the limits of disturbance without regard to the size of the tree without obtaining a Tree Removal Permit.

### **§ 119A-9      Violations**

- A. A fine of five hundred dollars (\$500) shall be imposed for each tree removed in violation of this Article.

## **Article 3      Bamboo**

### **§ 119A-10      Purpose**

The Borough Council of the Borough of Montvale does hereby find and determine that it is necessary and proper to control the planting, cultivating and/or growing of bamboo in the Borough of Montvale and to require barriers to prevent the spread of existing bamboo into other areas of the Borough.

### **§ 119A-11      Prohibition of the planting, growing or cultivating of bamboo**

Subject to certain exemptions set forth in this Article, no persons, residents, citizens, property owners, tenants or other entities shall plant, cultivate or cause to grow, any bamboo upon any lot and/or parcel of ground anywhere within the territorial boundaries of the Borough of Montvale.

### **§ 119A-12      Exemptions**

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

- A. Any existing bamboo plant located on any property within the Borough limits. Notwithstanding the foregoing, no portions of such bamboo shall be allowed to grow upon, extend roots across, or extend branches, stalks or leaves past the property boundary or onto any public right-of-way. Furthermore, the general prohibitions set forth in §119A-11 shall apply with respect to any bamboo plant whose presence on property located in the Borough does not pre-date the effective date of this Article.
- B. Any bamboo plant where the root system of such bamboo plant is entirely contained within an above-ground-level planter, barrel, or other vessel of such design, material and location as to entirely prevent the spread of growth of the bamboo plant's root system beyond the container in which it is planted. Whether planted or growing in a container as described herein, all bamboo plants shall be located, trimmed and maintained so that no part of the plant shall be closer than ten (10) feet from any property line or public right-of-way.

### **§ 119A-13      Complaint notice; order for removal and compliance**

Whenever a complaint is received by the Borough regarding the encroachment of any bamboo plant or root, or whenever the Borough, on its own observations and inspections, determines that there is an encroachment of bamboo plants or roots onto the property of another land owner, the Borough shall cause Notice to be served on the owner of the offending property, according to the following procedure:

- A. The Notice shall specify the nature of the violation(s).
- B. The Notice shall state specifically what must be done by the responsible party to correct the violation(s).

- C. The Notice shall state that the violation(s) must be corrected within thirty (30) calendar days from the date of the Notice is received.
- D. If the violation is not remedied within the time frame set forth in the aforesaid Notice, the Borough is hereby authorized and empowered to remove or to have removed any encroaching bamboo and to take all reasonable steps to eradicate the re-growth of the bamboo on the public right-of-way, including sidewalks, and to restore such land to its normal condition, prior to such removal and eradication.
- E. The Notice shall be mailed by Certified Mail, Return Receipt Requested, properly addressed and with sufficient postage, and also by First Class mail. Notice by Certified Mail shall be deemed complete on the date of personal delivery, or the date the Certified Mail is marked refused or unclaimed or otherwise undeliverable by the United States Post Office. First Class mail shall be deemed delivered on the fifth calendar day after mailing by the Borough.

#### **§ 119A-14    Violations**

- A. Any person or entity determined by a court of competent jurisdiction to have violated any provision of this Article shall be subject to pay a fine of one hundred dollars (\$100.00). Each day of a continuing violation shall constitute a separate offense for which an additional fine may be levied.
- B. In addition to any penalty imposed as set forth above, the cost of any action taken by the Borough to remove and/or eradicate any prohibited bamboo, together with legal fees and other costs incurred by the Borough shall be recoverable from the responsible party.

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

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

#### **Section 3.    Savings Clause.**

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

**Section 4.** Severability.

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

**Section 5.** Effective Date.

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

ATTEST:

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

\_\_\_\_\_  
MAUREEN IAROSSO-ALWAN, RMC  
Borough Clerk

INTRODUCED:

ADOPTED:

APPROVED:

BOROUGH OF MONTVALE  
COUNTY OF BERGEN  
MAYOR AND COUNCIL

COUNCIL MEETING : TRANSCRIPT OF AUDIO  
: OF PROCEEDING UP TO  
-----X THE RECESS

Tuesday, November 14, 2017  
Council Chambers  
12 Mercedes Drive  
Montvale, New Jersey 07645

B E F O R E:

MAYOR MICHAEL GHASSALI  
COUNCIL MEMBER DOUGLAS ARENDACS  
COUNCIL MEMBER ROSE CURRY  
COUNCIL MEMBER ELIZABETH GLOEGGLER  
COUNCIL MEMBER DIETER KOELLING  
COUNCIL MEMBER TIMOTHY LANE  
COUNCIL MEMBER MICHAEL WEAVER

MAUREEN IAROSSE ALWAN, MUNICIPAL CLERK/ADMINISTRATOR  
FRAN SCORDO, DEPUTY MUNICIPAL CLERK  
CHRISTOPHER DOER, BOROUGH ENGINEER  
DARLENE GREEN, BOROUGH PLANNER  
JOSEPH VOYTUS, BOROUGH ATTORNEY  
JEFFREY SURENIAN, SPECIAL COUNSEL  
MICHAEL EDWARDS, SPECIAL COUNSEL

-----  
DONNA LYNN J. ARNOLD, C.C.R.  
Computerized Transcription Services  
(201) 666-3490

## S P E A K E R S

	PAGE
JEFFREY R. SURENIAN, ESQ.	3
MICHAEL EDWARDS, ESQ.	12
COUNCILMAN LANE	16
MAYOR GHASSALI	21
THE PUBLIC	26
Male Speaker	26
Female Speaker	34
Male Speaker	37
Male Speaker	41
Male Speaker	43
Male Speaker	44
Female Speaker	49
Male Speaker	57
Carey Evans	59
Male Speaker	61
THE COUNCIL	66

(Most names are spelled phonetically.)

1 (The following has been transcribed from  
2 an audio file.)

3 (Agenda)

4 MAYOR GHASSALI: At this point in the  
5 meeting we're going to move a couple of the  
6 resolutions up and then there will be some votes  
7 taken.

8 I would like to give the floor to our Special  
9 Counsel, Mr. Jeff Surenian, to give an overview of the  
10 Fair Share Housing Agreement and the three settlement  
11 agreements and then, after that, the Finance Committee  
12 Chairman, Mr. Tim Lane, will do some finance analysis  
13 and then we'll go through the resolutions.

14 Mr. Surenian.

15 MR. SURENIAN: Good evening. My name is  
16 Jeff Surenian. I'm an attorney for the Borough on the  
17 Mount Laurel. I represent municipalities all over the  
18 state, in affordable housing matters, in COAH matters  
19 in particular. This is all my law firm does. We  
20 represent municipalities more than any other.

21 FEMALE BOARD MEMBER: Use the microphone.

22 MR. SURENIAN: Thank you. -- negotiated  
23 more than any other two law firms involved.

24 So where we are in this case is the court, we  
25 had a case management conference with the court. As



1 usual situation, the court tried to impress upon us to  
2 move this along. And as I said the last time, I  
3 indicated that there was a lot of risk involved with  
4 litigation and it is very important, in my opinion  
5 (inaudible) in fact an unanimous opinion of all the  
6 attorneys of the Borough that it's important to the  
7 town to seize control over how it handles its zoning  
8 so that it doesn't find itself in a situation where  
9 developers have the upper hand and, and can decide the  
10 future of the community.

11 It involves painful decisions.

12 It is never an easy thing to settle a Mount  
13 Laurel case. It's not easy to kind of have to  
14 relinquish the kind of densities that we would  
15 otherwise prefer but the alternative to not settling  
16 cases is you run the risk that developers take  
17 control. In a community as desirable as Montvale,  
18 that's the last thing that you would want.

19 And what we have before you tonight is a series  
20 of four agreements where it's an opportunity to take  
21 control, resolve litigation, control what happens on  
22 sites that might be developed a lot more intensely but  
23 for the settlements and control over how you plan to  
24 satisfy your affordable housing responsibilities.

25 The next step should all these agreements be

1 approved is we would find ourselves in front of the  
2 court, we would be asking the court to approve the  
3 agreement.

4 Following that we would have an affordable  
5 housing plan that would embody these agreements and  
6 then we would be asking the court to approve that  
7 plan.

8 The result of that would be what's called a  
9 Judgment of Compliance and Repose and that Judgement  
10 of Compliance and Repose would be your way of  
11 insulating yourself from anyone that would try to sue  
12 you or try to leverage you up to that point until the  
13 year 2025.

14 It is possible with this judgment as with any  
15 judgment that there might be changed circumstances  
16 that would call for a revisiting of what you say your  
17 obligations should be and we've anticipated that  
18 potential and we planned for that potential and how do  
19 we try to structure these agreements.

20 So, with that, I'll go through the agreements.

21 There's four agreements before the town.  
22 There's an agreement with A & P. There's an agreement  
23 with Hekemian that you are all familiar with. There's  
24 an agreement with Hornrock and then there's an  
25 agreement with Fair Share Housing Center.

1           What's significant about the agreement with Fair  
2   Share Housing Center is it took the position that it  
3   preconditioned with settling with us was because it  
4   wanted to see the litigation resolved between us and  
5   Hekemian and between us and Hornrock so that was an  
6   important -- it's important for us to satisfy those  
7   prerequisites so that we can have this agreement with,  
8   with Fair Share Housing Center that pins down many of  
9   the issues.

10           You may recall that the last time I was here I  
11   indicated that there are some overarching issues that  
12   need to be resolved to, to obtain this global  
13   settlement. We had hoped to be able to tell you by  
14   tonight that we had an agreement in principle with  
15   Fair Share Housing Center. In fact, we have a signed  
16   agreement with the Fair Share Housing Center and if  
17   the town is so inclined and it authorizes the  
18   resolution we can have a final agreement that's  
19   binding on both parties.

20           The first agreement, A & P. The A & P site is  
21   roughly 13 by (inaudible) and is being proposed to be  
22   developed at a relatively low density, very low  
23   densities compared to how it might otherwise be.

24           And we're talking about 8 units, the settlement  
25   contemplates the construction of 80 units on, on this

1 land of which 16 would be affordable, for low and  
2 moderate income households, a low income (inaudible)  
3 moderate income households. A division of Toll  
4 Brothers who is the contract purchaser is a very high  
5 end project. And in fact the language in the  
6 agreement, reflects that the developer has presented a  
7 concept plan as a kind of a high end concept plan for  
8 this site and, and that is the A & P agreement.

9 The other agreement is the Hekemian agreement.

10 How many people were here last time? Okay. So  
11 I don't need to belabor this agreement.

12 And very roughly it contemplates 350 units on  
13 the Mercedes site and the Glen View site. There would  
14 be 308 units on the Mercedes site of which 44 would be  
15 affordable rental units. There would be 42 units on  
16 the, on the Glen View site of which nine would be  
17 affordable. The nine affordable units may be for sale  
18 or for rent on Glen View. The affordable units on the  
19 Mercedes site would be rental units.

20 There's a significant amount of, of  
21 non-residential development that would be part of this  
22 mixed use project and the, the significance of the  
23 Hekemian agreement is in a litigated mode there is a  
24 lot of risk involved instead of having a mixed unit  
25 project where the non-residential side of the project

1 would generate revenue they can insist on a fully  
2 residential project which would double or potentially  
3 double or even more than that increase the burden  
4 associated with the purely residential construction.

5 So the settlement with Hekemian avoids forcing  
6 the developer's hand to come after you in, in every  
7 way that he can and try to hurt you on what your  
8 number is in the first instance, what your adjustment  
9 is in the second instance, whether you satisfy,  
10 satisfy your adjusted number in the third instance.

11 What's left, that you don't have enough land to  
12 address what's called the unmet need. The developer  
13 could come in and make a lot of arguments to come in  
14 and try to make it different and greater obligations  
15 on what's called the unmet need.

16 This settlement resolves what happens on those  
17 sites. This settlement avoids those substantial risks  
18 in litigation.

19 I think the other thing that's significant about  
20 the Hekemian agreement is if we can get from the  
21 battle mode where we fought them and tried to get, we  
22 tried to get everything we could from them. If you go  
23 from the battle mode to the settlement mode I think  
24 that there's going to be a radically different climate  
25 than you have right now.

1 Right now we've been at logger heads. They've  
2 been making demands. We've been pushing back. We've  
3 been fighting. But the reality is once you get past  
4 the point where, where you're okay, you're settled is,  
5 it is in the interest of the developer to have a high  
6 end product. Because the better his product the more  
7 money he can make the better able he'll be able to  
8 rent the units.

9 So once you cross this river and get to the  
10 other side we're in a different ballpark. We really  
11 have common interest.

12 Is it going to be -- are there going to be no  
13 issues? I'm not telling you there's a Santa Claus.  
14 But you're in a radically different position and you  
15 have the ability to work together to get (inaudible).  
16 There's a lot of a provisions in the ordinance that  
17 will enable your Planning Board to make sure the  
18 project looks and feels like something that you would  
19 like in (inaudible) Montvale.

20 Hornrock, Hornrock is next. Hornrock is roughly  
21 7 acres on the Park Ridge/Montvale border and there's  
22 7 acres, as you all know, I'm sure, in Montvale. The  
23 proposal for that project is for 185 units and that's  
24 what the settlement is for with 20 percent, 37 of  
25 those 185 being affordable to low and moderate income

1 households.

2 The typical set aside in a, in a rentals project  
3 is a 15 percent set aside. Montvale negotiated for 20  
4 percent and was able to secure an agreement for the,  
5 for the 20 percent affordable family rental. That's  
6 value to, to you because to the extent you generate a  
7 surplus that enables you to insulate yourself against  
8 events that may come up down the line.

9 The -- there is a concept plan associated with  
10 the site. It's four units of residential over  
11 parking. And, again, the, the next step in signing  
12 the Hornrock agreement is there's going to be a  
13 negotiation over the form of the ordinance where we  
14 will try to make sure that there's provisions in the  
15 ordinance that, that empower you to make sure that  
16 it's the kind of project you want in your community.  
17 That would be the next step.

18 If that can't be achieved then we could find  
19 ourselves back to Square 1 but the, you know, the  
20 concept plan that we have a path to resolving that and  
21 avoiding having to have a litigation situation with  
22 Hornrock.

23 Last and absolutely not least is Fair Share  
24 Housing Center. Fair Share Housing Center, for lack  
25 of a better word, in the vernacular, can make the life

1 of a municipality a living hell. We know that because  
2 we litigated with the Fair Share Housing Center all  
3 over the State. They intend to push the envelope very  
4 far but we have an opportunity here to negotiate with  
5 them and to get them to accept some provisions that  
6 are very significant and very favorable to the  
7 community.

8       So I will let Michael Edwards go into some of  
9 the detail but in order to have and I'll just give you  
10 a big picture now but in order to have a path to  
11 finally resolve all issues you need to pin down  
12 certain things. You need to pin down what's the Fair  
13 Share number in a town that doesn't have enough land  
14 to meet its Fair Share number. You need to pin down  
15 what is the adjustment number that the municipality is  
16 entitled to and once you have addressed the number  
17 there's two parts that, that you're left with in the  
18 terms of art you're left with Realistic Development  
19 Potential, RDP, unmet need. The Realistic Development  
20 Potential represents the number of affordable units  
21 that could be theoretically constructed if every last  
22 available and undeveloped site was developed with the  
23 maximum practicable density with a 20 percent set  
24 aside.

25       What's significant about the Realistic



1 Development Potential is it's a hard number. You have  
2 to create a realistic opportunity for the Realistic  
3 Development Potential. So when you go into court and  
4 you say I want an adjustment, you have to go through  
5 all these protocols to establish (inaudible) looks at  
6 every site and agrees on what's developed and what's  
7 not and come up with a number that is your Realistic  
8 Development Potential. So you have to pin that down  
9 in order to have a path to complete resolution.

10 The other thing you have to do is you have to  
11 have a mechanism that you can show creating a  
12 realistic opportunity for your Realistic Development  
13 Potential. So it's another key ingredient to a global  
14 resolution of your Mount Laurel issues. The, the Fair  
15 Share Housing Center settlement addresses that.

16 The third thing that's important is you need to  
17 quantify how much of your land or how much of your  
18 obligation don't you have enough land to address. So  
19 to say it another way, what is your unmet need?  
20 That's a much more discretionary, gray area.

21 And in that area you need to try to encourage  
22 redevelopment and you are generally required to adopt  
23 overlay ordinances and things of that nature to try to  
24 encourage redevelopment. So that, in reality, can be  
25 problematic or can be relatively controlled.

1           In this instance we have a way to control that  
2           and to, and to determine where this, where the lands  
3           would be that we would allow redevelopment and to  
4           control the kind of densities that are involved.

5           So those are the ingredients, those are the  
6           issues that are covered in the Fair Share Housing  
7           Center settlement.

8           And I think I'll turn it over to Mike for  
9           anything that he might want to, with regard to that  
10          settlement.

11                       MR. EDWARDS: I'll be brief because  
12          (inaudible) in favor of your settlement, Fair Share  
13          Housing Center agreements for the project developer,  
14          Jeff has gone through.

15           But Jeff had kind of painted the primary and  
16          first units. We had an opportunity (inaudible) what  
17          do your Fair Share report on really affordable housing  
18          can provide. (Inaudible) there's also a prior round of  
19          Fair Share, there's no dispute as to that.

20          (Inaudible) your prior round obligation is 255 units.

21           The dispute really came with respect to your  
22          Round III obligation. Your own experts said it was  
23          fine, 538. The Fair Share Housing Center said it was  
24          779. The negotiated number of 542. That's a 30  
25          percent reduction off your Fair Share Housing's number

1 end up being (inaudible) overlay the number of, you  
2 could have (inaudible).

3 As, as Jeff was saying, you guys don't have  
4 sufficient land to do, to do proper (inaudible) units.

5 You do have sufficient land to do 181 units. So  
6 you agreed to satisfy your prior, 235, and do an  
7 additional 181 units of real estate development  
8 potential which was a residual obligation of 185 --  
9 365 units.

10 As to how you meet your 255 prior obligation,  
11 there is no really new or novel mechanisms beyond what  
12 is proposed in the Round II plans. There is some  
13 modifications but (inaudible) Round II plan as to how  
14 you meet your Round III RDP is that 160 of those will  
15 be redevelopment, roughly 163 will be redevelopment we  
16 talked about in the bonus credits generated as a  
17 result of those three (inaudible).

18 Everything else goes in one small preliminary  
19 site (inaudible) everything else you have is already  
20 under construction or before the zoning board.

21 So we have three big ticket items, are Hornrock,  
22 Mercedes-Benz and A & P and with those mechanisms you  
23 create a surplus of 44 units above and beyond your RDP  
24 and specifically that surplus would be (inaudible)  
25 mechanism so Fair Share Housing Center would be able

1 to say those 44 units apply to residual (inaudible)  
2 units.

3 We negotiated a provision that says expressly  
4 that those 44 units apply to change in circumstance.  
5 So if your (inaudible) unit obligation goes up as a  
6 result, as a result of some (inaudible) like Sony  
7 leaving or like Mercedes-Benz leaving or like A & P  
8 leaving, you don't have to zone that site for  
9 affordable housing (inaudible) now, you get to use  
10 that surplus as a cushion in the event of future  
11 redevelopment.

12 So, so that's how you get your 181 units, that's  
13 how you generate the surplus and that's a benefit of  
14 surplus. As a result of 364 unit residual obligation.  
15 There are two really primary (inaudible) addressing  
16 that. One is overlay zoning which I'll go through  
17 first and the second is (inaudible) set aside units.

18 So that's the overlay zoning. We are able to  
19 negotiate favorable density. We create two overlay  
20 zones, one over (inaudible) is commonly referred to as  
21 the Annie Sez site and one of the D1 District  
22 (inaudible).

23 There are two -- you know, each of these overlay  
24 zones would be (inaudible). Each one would be a  
25 maximum of three stories.

1           Annie Sez and the, and west of the train tracks  
2           will be a maximum of 12 units per acre and the other  
3           portion of the D1 Zone would be (inaudible) use. And  
4           then, you know, the second component, (inaudible) on  
5           the mandatory set aside ordinance, that simply says if  
6           the Borough would permit multi-family housing  
7           (inaudible) your set aside as a result of that.

8           You are in the driver's seat as whether you want  
9           to permit multi-family housing and you basically said  
10          you do (inaudible) affordable housing.

11          I would say those are the primary terms of the  
12          settlement agreement. (Inaudible).

13                 MAYOR GHASSALI: Thank you.

14          If you want to start from the beginning again.

15          There are some, some trying to take seats.

16          Next in the process what we will be doing is  
17          Councilman Tim Lane will be giving a preview of the  
18          finances of the tax revenue coming in from all these  
19          applications and then I will have a brief statement  
20          and then we'll open it to the public where we will be  
21          limited to five minutes per person because it's a  
22          packed agenda.

23          And then we'll go to the resolutions where the  
24          council, where the council members will have a chance  
25          to speak at each of the resolutions.

1           So the chairman of the Finance Committee is Mr.  
2 Tim Lane who worked together with, with Councilwoman  
3 Liz Beth Gloeggler to work on the numbers with the  
4 CSO.

5           And we were supposed to use the screen but it is  
6 (inaudible) connections so we have to use the numbers  
7 that he has.

8           Councilman Lane.

9           MR. LANE: I just want to wait a second  
10 while they hand out a copy of the exhibit.

11          Sorry, guys, we're not electronically able to  
12 project it.

13          Make sure everybody has it.

14          Everybody good? (Inaudible).

15          Okay. This is a relatively simple exhibit. It,  
16 it shows the, it shows five properties that are um-um  
17 due to come on-line in the event of these settlements  
18 being accepted.

19          Obviously, the, the first one, Wegman's, is  
20 already in place. And it, it -- I'll walk you across  
21 the columns.

22          The first column just shows the current tax  
23 revenue that we had leading into this year for each of  
24 these properties. The second column is the projected  
25 tax revenue, total tax revenue for the same property

1 after development.

2 The third is the projected additional tax  
3 revenue so it's basically Column 2 minus Column 1.  
4 And then the, the next column is the projected  
5 municipal share.

6 So I've listed out the percentages that apply  
7 to, for each of the different categories as to where  
8 your tax dollars go. So any dollars that come in to  
9 town, 24.4 percent goes to the municipality for its  
10 projects, .22 percent goes to the open space fund  
11 which is a small number but 1.62 percent goes to the  
12 library, that's statutory.

13 The County gets 11.76 percent and 62 percent  
14 goes to the schools.

15 So about a quarter of your dollars goes to the  
16 municipal budget.

17 If you take a look at the projected additional  
18 tax revenue for these five properties that column is,  
19 you know, the third column with numbers, you look at  
20 the bottom, the total is 4.3, almost 4.4 million. The  
21 municipal share that would be 24.4 percent or  
22 1,069,547. These -- that, that is the additional  
23 amount that would be raised for the municipal budget  
24 from, from these properties as projected.

25 If, if the, if that dollar amount is used, this

1 is where it gets a little tricky, is used simply as  
2 tax relief so we don't do anything with it but, but  
3 actually use it to lower your tax bill actually we  
4 will collect less, right, because you're reducing the  
5 tax rate and so it's a little bit of, you kind of have  
6 to -- it, it, as it comes down it actually reduces the  
7 amount that you're, you're gaining from taxes.

8 But, essentially, that money is available to us  
9 for tax relief, for capital purposes, for, you know,  
10 fixing roads. The (inaudible) spending cap, there's a  
11 tax levy cap and a spending cap. The spending cap is,  
12 is, you know, relatively close to, to -- we're, we're  
13 up, kind of up against the cap. But if you have to  
14 provide services for, as a result of new construction  
15 that's exempted from the cap.

16 If you float the debt issue and you need to, and  
17 you're using it for capital, that's exempted from the  
18 cap. We have not -- you know, this is obviously not  
19 money that's even come in yet so we haven't talked  
20 specifically what it would be used for but the theory  
21 of this, that is the municipal portion that could come  
22 in. And typically you're going to look at  
23 theoretically some tax relief from this and some, some  
24 additional services that we, we want to bring in to  
25 the town and, and probably, you know, something like



1 \$400,000 additional to pave new roads.

2 If you then move your way over to the projected  
3 school share, the number at the bottom there is 2.7  
4 million. Now the schools are also subject to a cap.  
5 And one of the issues that we obviously are concerned  
6 about as we look at affordable housing and the  
7 development of additional residences in town is the  
8 impact on the schools. The schools are not able to  
9 just raise their, their spending willy-nilly because  
10 of that cap.

11 I don't know -- I, I know the specifics as it  
12 relates to the municipal finance. I would have to  
13 defer to somebody who's more familiar with school  
14 budgets. But in the event the school did need to  
15 float a bond issue in order to either do new  
16 construction to build new facilities, I believe the  
17 2.7 million could be utilized for that or if it's, if  
18 it's used for tax relief, if the school isn't allowed  
19 to use that and it reduces taxes, money is fungible so  
20 any subsequent bond issue would, would add on to your  
21 taxes.

22 So thinking of it simplistically, if that money  
23 can't be used for operating expenses but can be used  
24 to float a bond issue, that would represent a pretty  
25 significant capability over a 10 or 20 year period for

1 facilities.

2 I don't know enough about where the State is  
3 going to go with respect to these caps. There's been  
4 some discussion that the governor elect is going to,  
5 to make some changes on, on the issue of caps both on  
6 the municipal side and possibly on the educational  
7 side. But I think the most important point is that  
8 subject to, subject to the, the, I'll say the  
9 assumptions we have utilized here, this is roughly  
10 what the financial picture looks like.

11 Obviously, the properties that are being  
12 replaced did not generate kids. They -- so the  
13 schools are the ones that we expect to have, you know,  
14 a differential impact versus corporate properties.

15 The only other revenue item I haven't included  
16 in here is in the event a hotel as proposed would get  
17 built on the Hekemian property that generates a  
18 separate and distinct hotel tax which goes directly to  
19 the municipality. It doesn't get shared with the  
20 schools or the County. So that's like, for example,  
21 the situation we face with the Courtyard. That money,  
22 that additional hotel tax, I don't know if you stayed  
23 there or at any hotel you see it on your bill, that  
24 goes directly to, to the municipality and that's just  
25 a straight, a straight revenue item.

1           The expectation, obviously, as, as we look at,  
2   at the overall financial impact on the Borough is that  
3   we will incur additional expenses with, with  
4   additional development.

5           Some of the expense we're going to incur are,  
6   are going to be offset by some things we don't have to  
7   do if we're trading, frankly, corporate traffic at  
8   peak times with residential traffic.

9           But overall, you know, the top line is that  
10   probably the schools, you know, get the most expense  
11   hit but it and it does appear that there will be a  
12   financing mechanism through the additional properties  
13   that we're, we're talking about to finance some, some  
14   additional facilities.

15          But, again, I have to caution, I'm not an expert  
16   in school finance. I would, I would want to talk to,  
17   to the administrators of both the, the regional  
18   district and the local district as to how they would  
19   go about being able to utilize the bond issue if they  
20   (inaudible) needed a new bond issue. It's pretty  
21   clear they are subject to 2 percent tax on straight  
22   operating revenue.

23          Mayor, I don't have anything else. If you have  
24   any added questions.

25                   MAYOR GHASSALI: As for the schools, we

1 are forming a functional committee between the two  
2 school systems, the council liaisons and our CFO to  
3 look at what can be spent, how can they spend it and  
4 what do they need based on the projection of the  
5 students that are incoming.

6 As far as the questions when the council gets  
7 the turn, if you have anything specific as to this we  
8 can give it to -- you can ask the Chairman.

9 At this point, there's a slight change in the  
10 process where I'm going to make a brief statement and  
11 then open it up to the public and then the Council  
12 will have their statements and then we will go through  
13 each of the resolutions.

14 So it has been nearly two years, countless  
15 hours, expensive resources traveling across the State  
16 and meetings with local and State law makers. We have  
17 had (inaudible) dates, at times we did say things to  
18 each other we did not mean. And we had good feedback  
19 messages and some good and some not so good, having a  
20 police report on some of these messages. We hired the  
21 best of the best and everyone we talked to said to  
22 settle and we voted no. And then we voted to table  
23 one settlement agreement. We made it all the way to  
24 the chambers of the judge, the end of the line, and in  
25 Judge Toskos's words, it would be in your best

1 interest and the interests of everyone to settle, not  
2 to have me settle it for you. We made it very  
3 clear -- he made it very clear that we should settle.

4 When we spoke to the developers we, we also made  
5 it very clear to them we need buildings that fit our  
6 character, we do not want (inaudible) buildings or  
7 towers. So we talked, met for the past several months  
8 to ensure that we exhaust all options.

9 No one up here is happy about the unfortunate  
10 and, frankly, unfair the situation that the State, the  
11 legislature, the Supreme Court have placed us in. And  
12 I have not been shy to tell the courts and law makers  
13 that, that they created chaos and left us to the clean  
14 it.

15 And while we would have loved Mercedes to stay  
16 or hotels not to move in, we do not have the luxury of  
17 waiting for a miracle to happen. We have an  
18 obligation to take the steps that we believe are the  
19 best for Montvale in the face of an extremely flawed  
20 affordable housing process.

21 While all the developments up for a vote tonight  
22 might not be what I would want for these sites in an  
23 ideal world, in my opinion the litigation against  
24 multiple developers and Fair Share Housing is a  
25 process that is weighted heavily against

1 municipalities simply possess an unacceptable  
2 settlement to our community. Hundreds of proposed  
3 units will quickly turn into thousands, hotels,  
4 restaurant and new office buildings will disappear  
5 from the developers' proposals.

6 If we were to lose our immunity, municipal  
7 control over architecture, layout and design would be  
8 non-existent. Our Master Plan would be determined for  
9 us. All local control over our zoning and planning  
10 would be taken away. Multi-family residential  
11 development in existing corporate zones would quickly  
12 migrate closer to and even into single family  
13 residential districts.

14 This is not fear mongering, my friends, it is  
15 reality and as elected official representing all  
16 residents of the Borough of Montvale, I simply could  
17 not, in good conscious, allow this to happen.

18 I know some of you would want us to continue to  
19 fight. You should know by now that I am not one to  
20 run away from a fight but there are times when, after  
21 a long fight and the judge and the courts are not  
22 siding with you is when you stop and you analyze.

23 I believe we have negotiated a series of  
24 settlements that are in the best interest of the  
25 Borough and that we ensure the construction of high

1 quality developments that will reflect the standards  
2 that our residents expect.

3 So at this process there will be numerous  
4 opportunities for the public and board officials to  
5 provide input on proposed developments. I am  
6 confident that with the feedback from our residents  
7 and from our experienced board members that the final  
8 developments will be something that all Borough  
9 residents can be proud of.

10 It is our responsibility, as elected officials,  
11 to protect our town. We are on the edge of having  
12 immunity until 2025. This will give us a chance to  
13 breath and to plan for what's to come in 2025.

14 You should also know that about the \$4,000,000  
15 that Councilman Lane just spoke about will be coming  
16 from these developments. This is money that we can  
17 use to invest in our roads, reduce our taxes and add  
18 services. We deserve it after all this hard work.

19 We have the school planning committee to work on  
20 the needs of the additional students and the committee  
21 to develop downtown.

22 I am content we have exhausted all our options  
23 and that by locking our town with these agreements  
24 would put us in a much better place.

25 I want to thank all Council members, the

1 Planning Board members, all the staff and  
2 professionals that worked very hard to protect our  
3 town and especially I want to thank you all. You show  
4 that you care by you being here and all the other  
5 meetings that you have been here. It is even a bigger  
6 motivation for us to work extra hard seeing you here  
7 and hearing from you.

8 It is for us to protect what we have invested in  
9 this town, our homes, our schools and our way of life.

10 I will now ask for a motion to open the meeting  
11 to the public for comments from the public limited to  
12 five minutes.

13 COUNCILMAN LANE: So move.

14 MAYOR GHASSALI: Second.

15 MALE BOARD MEMBER: Second.

16 MAYOR GHASSALI: All in favor?

17 (Aye).

18 Members of the public who wish to speak on  
19 anything we talked about on the agenda please step  
20 forward. And name and address, please.

21 Come once.

22 MALE SPEAKER: Jay Koester (phonetic)  
23 (inaudible) Drive. It sounds like this is going to go  
24 through tonight. So I think the least we can do for  
25 the town, make sure we can (inaudible). So the Mayor



1 mentioned immunity in this State and counsel  
2 (inaudible) I'm assuming that's (inaudible).

3 MAYOR GHASSALI: Yes.

4 MR. SURENIAN: Yes. It's a very important  
5 concept and I should have mentioned it. I'm glad the  
6 Mayor mentioned it.

7 What immunity means is that you have the, you  
8 have protection from developers that sue you. That,  
9 that there are interested parties, developers are  
10 entitled to come to hearings and object and try to  
11 leverage you. But when you have immunity, you get the  
12 right to say I control how I satisfy my obligations  
13 not that developer. And, you know, and it puts you in  
14 a better posture when you're negotiating with  
15 developers.

16 That we have temporary immunity that the judge  
17 is going to revisit this month. In fact, I think like  
18 later tomorrow or the next day we're going to have a  
19 -- the judge has scheduled a case management  
20 conference by phone because he wants to know were we  
21 listening or weren't we listening when he called us  
22 down to strongly suggest maybe you ought to settle  
23 this case.

24 And so there is not any doubt in my mind that  
25 once he sees that we settle all these cases he's going

1 to be very happy and I don't think there's going to be  
2 any issues about getting immunity to the point where  
3 we have the hearings first on the agreements and then  
4 on the plan. And then what happens, once the judge  
5 approves the plan, it triggers another extension of  
6 immunity to 2025, July 2025.

7 So the, the, the mission of when you represent a  
8 municipality is to keep them protected. Right now  
9 they're protected.

10 To the extent that these agreements are, that  
11 they don't go through, we run the risk of the judge  
12 runs out of patience and says I'm not going to give  
13 you immunity any more and then, and then all hell  
14 breaks loose.

15 That happened in South Brunswick. Seven  
16 developers filed Builders' Remedy suits against South  
17 Brunswick.

18 So it's really important to preserve your  
19 immunity.

20 MALE SPEAKER: (Inaudible) getting this  
21 consideration. It's been till 2025. Is there any way  
22 that immunity could be undone?

23 MR. SURENIAN: Well, you have to do what  
24 you promised.

25 MALE SPEAKER: So --

1           MR. SURENIAN: Okay. So if you, if you  
2 say I'm going to do A, B and C and you do A, B and C,  
3 you're in good shape.

4           There's a five-year point where the court  
5 reexamines and says, you know, is this working or does  
6 anything need to be revisited. It's in the statute.  
7 And, therefore, it's reflected in the Fair Share  
8 Housing Center agreement. We can't avoid that so  
9 we'll cross that bridge at that time.

10          2020 is not really far off in the grand scheme  
11 of things so I wouldn't expect anything dramatic to  
12 happen then. But as long as we're proceeding in good  
13 faith, as long as we're doing what we promised to do,  
14 we should be in good shape.

15          Now there might be changed circumstances. There  
16 might be a site that did not count towards the RDP.  
17 Now the RDP before from Round II that comes available  
18 for development. And that developer may come in and  
19 say, you know, you got your number adjusted from 550  
20 down to 200, just taking out round numbers. I can  
21 help you do more. Okay. And we anticipated that  
22 possibility and all these settlements they go through,  
23 we have a 44 unit surplus, right, 44.

24          And, and what that means is that puts us in the  
25 driver's seat. Someone comes along and says, here I

1 am, you have to zone my -- we, we get to say two  
2 things. We get to say if we like it, okay, if we  
3 don't like it we get to say not okay.

4 We have a surplus. We're planners. If the  
5 court agrees with you that your site could generate an  
6 RDP, that it's a suitable site for a higher density  
7 and decides to give us a higher RDP, we have 44 units  
8 in the bank that we can apply against that.

9 And the other thing that we have, the other  
10 provision that's really important is if, let's say we  
11 exceed that 44, the developer doesn't just get to come  
12 in and leverage us. We get to decide how we satisfy  
13 any RDP over and above that 44.

14 So if someone comes in and says I'm going to do,  
15 I can give you 90 units as opposed to 44, we get to  
16 cut them in half out of the gate and then we get to  
17 say as to that additional 46 or whatever the number  
18 may be, we want to do it our way not your way. And,  
19 and we -- and it's a very unusual provision in a  
20 settlement agreement with Fair Share Housing Center.

21 They told us, you know, this is the first -- we  
22 really, we really had to push them to say, you know,  
23 we want the right to apply that surplus to this  
24 changed circumstance and they agreed to that as  
25 opposed to saying you got a big unmet need and apply

1 it to the unmet need.

2 MAYOR GHASSALI: Five minutes. We'll hear  
3 from everyone and then if there's more, you can come  
4 back. (Inaudible).

5 MAYOR GHASSALI: Jeff, speak more, please.

6 MR. SURENIAN: I'm sorry. I took up your  
7 five minutes.

8 MALE SPEAKER: Well, I just want to point  
9 out that the 44 units surplus respectively and RDP  
10 goes up so, two, (inaudible) actually more because  
11 (inaudible).

12 MALE SPEAKER: That's -- when you  
13 mentioned change in circumstances (inaudible) so  
14 something happens, say worse case scenario (inaudible)  
15 and couple years, is that 44 unit surplus going to be  
16 enough to insulate us to, against liability.

17 FEMALE BOARD MEMBER: Michael, could you  
18 please use the microphone, please.

19 MR. EDWARDS: Your vacant land analysis is  
20 predicated largely upon your project yield on  
21 Hekemian, on Mercedes, on Hornrock so you take 20  
22 percent of that number, you know, of the total units  
23 and that's your RDP for those sites. On all the  
24 residual sites in town it's presumed 8 units an acre.  
25 So, you know, if you presume 8 units an acre with a 20

1 percent set aside that gives you a cushion of 44 units  
2 on, roughly 30 plus acres would have to become  
3 available in an inclusionary context for you to eat up  
4 your entire 44 unit surplus.

5 MALE SPEAKER: The possibility does exist  
6 to (inaudible).

7 MR. SURENIAN: Absolutely. And, you know,  
8 you would have an obligation to the extent, you know,  
9 you ate up your surplus and generate additional RDP  
10 you, you would have an additional obligation to  
11 satisfy that additional.

12 MALE SPEAKER: Just to be clear this isn't  
13 a full and complete settlement (inaudible).

14 MR. SURENIAN: So you never -- it's -- if  
15 you're saying to the court I need an adjustment, I  
16 can't do my full quota, it's always a limited  
17 settlement whether it's (inaudible) before COAH or any  
18 other context you are getting an adjustment, you are  
19 getting a lower number because of your lack of land so  
20 as land becomes available theoretically your adjusted  
21 number adjusts again upwards.

22 MALE SPEAKER: All right. (Inaudible) as  
23 a settlement but not necessarily the case (inaudible)  
24 not more, more than any other kind (inaudible).

25 MR. EDWARDS: No doubt because we're

1 seeking (inaudible) the right to apply the surplus to  
2 that scenario so most other communities, that surplus  
3 is going to be unmet need and (inaudible) we have a,  
4 an insurance policy. It's written to serve the 44  
5 plus rental (inaudible) but it's, it's significant.  
6 And, and it's a risk that every town that lacks land  
7 would have to deal with.

8 The alternative is to have a, create a realistic  
9 (inaudible) with an unrealistic number of the  
10 unadjustment number.

11 MAYOR GHASSALI: Jeff, we need to move on  
12 so keep your questions and response short.

13 MALE SPEAKER: Just, just to be fair, I  
14 thought we were settling this for the purpose of peace  
15 (inaudible) we don't have to worry about any further  
16 (inaudible) redevelopment.

17 That's not necessarily the case. From what I'm  
18 hearing that possibility still exists and we  
19 (inaudible) that might actually.

20 MR. SURENIAN: You can sleep as peacefully  
21 as possible. A town that secures a vacant land  
22 adjustment always runs a risk because there's a  
23 Supreme Court case on it that Fair Share Housing  
24 Center litigated called Fair Share Housing Center  
25 versus Cherry Hill, that if a court approves a plan

1 based upon a certain set of circumstances and  
2 circumstances change, it could trigger an obligation  
3 or recalibrate the RDP.

4 We've done the most that you possibly can in  
5 that circumstance. We have created a bank for you so  
6 that you have a certain amount of leverage and a  
7 certain amount of peace.

8 Is it 100 percent, is it bullet proof? Is it  
9 possible that they could exceed that? Yes, it's  
10 possible. But you can't do better than, than what  
11 we've achieved here unless you find ways to produce  
12 more affordable housing and then eliminate the  
13 adjustment and that's where you don't want to go.

14 MALE SPEAKER: I just want to make clear  
15 that this is in fact a limited settlement not  
16 (inaudible) no matter how good a deal it is --

17 MR. SURENIAN: There's always risk. I'm  
18 not going to --

19 MALE SPEAKER: (Inaudible).

20 MR. SURENIAN: What's that?

21 MALE SPEAKER: Represent a true settlement  
22 agreement.

23 MR. SURENIAN: It is a true settlement  
24 agreement and, and it's a settlement agreement that  
25 guards you, guards you against all the risks that you



1 have.

2 Part of the deal when you say I don't have  
3 enough land to meet my obligation is you run a risk  
4 that there's a circumstance that changes.

5 MAYOR GHASSALI: Guys, guys. Just hold  
6 on. We went overtime.

7 Because there's many people, we'll come back to  
8 you. I promise you.

9 MALE SPEAKER: How long do I have to wait  
10 before I come back?

11 MAYOR GHASSALI: Well, let's -- you have  
12 taken the whole time right now. Let's hear from the  
13 rest and then come back to you. I promise you.

14 FEMALE SPEAKER: Good evening. First  
15 congratulations to our elected members.

16 MAYOR GHASSALI: Your name, please.  
17 Just --

18 FEMALE SPEAKER: (Inaudible) Evans,  
19 Montvale, New Jersey, 45 years here (inaudible).

20 Congratulations to our elected members of  
21 Montvale, Councilman Arendacs and Councilwoman Curry  
22 making (inaudible) with wisdom and serving with  
23 courage, you and your families be blessed with this.

24 (Inaudible) regarding the resolution first I  
25 thank Councilman Weaver for his resolution and

1 majority of, allowing this additional time to discuss  
2 these matters with the developers (inaudible).

3 Third, my testimony tonight will be quite  
4 different. We had enough -- Governor Elect Murphy  
5 (inaudible) been elected because, as we know, his  
6 family foundation is a major contributor to Fair Share  
7 Housing so practically speaking (inaudible) direction,  
8 a little bit different had (inaudible) been elected.

9 (Inaudible) three different thoughts. Another  
10 one about the (inaudible) of these sites potentially  
11 provided for buildings (inaudible) and the last was  
12 that (inaudible) -- movie theaters. I turn your  
13 attention to (inaudible) street that confirm my prior  
14 statements about the demise, the lack of a need for a  
15 movie theater in Montvale. (Inaudible) continue  
16 millennials, movie theaters, the millennials have to  
17 develop (inaudible) even with the newly offered movie  
18 passes and subscription service for a Netflix  
19 cofounder (inaudible) service the 9.95 per month movie  
20 theaters (inaudible when possible).

21 No. 2, architecturally delightful, western  
22 contemporary, farmlike. I, I almost ran into may be  
23 ran over (inaudible) that excited, how very delightful  
24 the (inaudible) was in the Wegman's area. I only hope  
25 that he, what he did there will be the same in the new

1 development and I'm thinking of something farmlike.  
2 I'm sure that will create an architectural (inaudible)  
3 created passionate.

4 (Inaudible) Montvale taxpayers regarding these  
5 developments, regarding opposition (inaudible) with  
6 passion.

7 In response before I'm making a statement  
8 passion (inaudible) such a passion extends from that.  
9 Citizens here before then absolutely (inaudible)  
10 before tonight asked for or crossed (inaudible)  
11 analysis without, until tonight, any produced, that  
12 request which is a fact and that fact was ignored  
13 until tonight. In fact, I wonder why we are so  
14 excited like getting something like \$800,000 and the  
15 County gets half of it and our roads are in deplorable  
16 condition as you well know.

17 Regarding passion in Americans' history  
18 (inaudible) until now the passion that came in the  
19 nation as well as (inaudible) outrage James Madison  
20 educated in (inaudible) and father of the United  
21 States Constitution was provoked (inaudible) his  
22 justifiable anger, his passion based upon fact, let  
23 him run for political office for passion (inaudible)  
24 is not purely emotional, it's springs (inaudible)  
25 known facts (inaudible) that. (Inaudible) has anyone

1 criticizes what they only see as passionate,  
2 disrespect or understand(inaudible) such a case.  
3 (Inaudible) it does not take a majority, irate  
4 minority (inaudible).

5 I close, may this culture (inaudible) fact and  
6 oppression. (Inaudible) have kind respect in this  
7 chamber so that such freedom we have fought for  
8 protected and handed over to, to our children and  
9 childrens' childrens. Thank you.

10 MAYOR GHASSALI: Thank you. Good evening.

11 MR. PAULSEN: Brian Paulsen, 25 Eagle  
12 Ridge, Montvale.

13 A couple quick questions. First off, is this --  
14 are these proposals basically the same as what we  
15 heard at the last meeting? (Inaudible).

16 MAYOR GHASSALI: Each one of them was  
17 different. The Mercedes one was different. The  
18 Hekemian one, the, the very first one that we voted no  
19 to, we were supposed to get the Glen View property and  
20 we would build it at our own expense and it would be  
21 for 69 units affordable housing. That would cost  
22 anywhere from 10 to 15 million dollars.

23 The follow-up plan was now is they, they will  
24 build it and it will be inclusionary so it will not  
25 all be just affordable housing.

1 MR. PAULSEN: Sorry. (Inaudible) just  
2 from the previous meeting that we were at.

3 MAYOR GHASSALI: The one we tabled?

4 MR. PAULSEN: The one that we tabled, yes.

5 MR. SURENIAN: I think that the answer to  
6 your question, if I understand you correct, the  
7 numbers are the same, how many units. I think that  
8 there's language in the ordinances themselves that  
9 talk about some control over architectural and  
10 visuals and things of that nature. And, you know, I  
11 think, as I indicated, I think if this goes through,  
12 that those discussions will continue and I think  
13 you're going to get a, a pretty project for lack of a  
14 better term.

15 MR. PAULSEN: But these are basically  
16 (inaudible) Hekemian project still basically rentals  
17 not (inaudible).

18 MAYOR GHASSALI: Correct.

19 MR. PAULSEN: The next question, do we  
20 have a time line on these projects or because I'm  
21 wondering in terms of (inaudible). If, if we accept  
22 this tonight our taxes, we don't (inaudible) get 1.6  
23 million tonight.

24 MAYOR GHASSALI: No.

25 MR. PAULSEN: What's the time line on

1     this?

2                   MR. SURENIAN: I don't know about the  
3     revenue but in terms of when the development starts,  
4     there will be a requirement to adopt the ordinances.

5                   In essence, what we're giving in this  
6     negotiation is rezoning. So we're going to have to  
7     adopt the ordinance. It's going to be a fairness  
8     hearing where the ordinance, where the agreements  
9     needs to be approved and then the developer is free to  
10    make a development application and that takes time.  
11    You know, it's going to take time to process those  
12    applications.

13                  The public is going to have a lot of concern,  
14    how does this look, how is this going to be developed  
15    and once the developer gets approval then, then  
16    they're off. I think market forces may impact on how  
17    quickly things get constructed.

18                  MR. PAULSEN: So is it fair to say, is  
19    they're saying (inaudible).

20                  MAYOR GHASSALI: Easily because we have to  
21    submit the plans to the Planning Board, the plans have  
22    to be approved, public hearings, easily a year, two  
23    years.

24                  MR. PAULSEN: And then in terms of we talk  
25    about (inaudible) houses or families coming into

1 Montvale so they risk building the projects.

2 People mentioned the schools. Again just we  
3 have to spend 25 million or whatever the number is  
4 after these are all built, you know, because the kids  
5 are already going to be here and (inaudible) we're  
6 going to have to do some construction and building of  
7 our own as they're doing the building. So what's the  
8 plan on where all these revenues are coming from?

9 Are we going to increase the taxes then or do we  
10 have a surplus to cover all that potential?

11 MAYOR GHASSALI: Well, the school  
12 committee has to determine how many students are  
13 coming based on their formulas between the High  
14 School, between the K through 8. So the school, the  
15 two superintendents (inaudible) the committees, our  
16 committee have to figure out how many students are  
17 actually coming in and what the needs are and what the  
18 kind of extension, if there is any and wherever they  
19 go. So that's a year, two years also until that's all  
20 figured out.

21 MR. PAULSEN: And what about other  
22 essential municipal services, police, fire  
23 (inaudible)?

24 MAYOR GHASSALI: Yeah. That's also we  
25 have to work on that.

1 MR. PAULSEN: May I -- yes and no, the  
2 plan is you build that as the builder is building not  
3 wait until he's done and then you start?

4 MAYOR GHASSALI: Don't forget, there were  
5 4,000 employees when Mercedes and A&P and Sony were  
6 there. Between deliveries, employees, over 4,000  
7 employees so our roads afford those number of people.  
8 The sewer system, we were looking to see if our sewer  
9 system need to change now because it was built for  
10 that many people.

11 So the systems are in place and as soon as we  
12 see the plans coming in, what kind of requirements  
13 they need, we have to plan for that.

14 Okay. Thank you very much.

15 MALE SPEAKER: (Inaudible) two questions.  
16 The projected revenue chart, it's for what period of  
17 time, every year?

18 COUNCILMAN LANE: It's annual.

19 MALE SPEAKER: Annual.

20 The second quick question, the 2025, that's a  
21 date which obviously someone (inaudible).

22 Can you explain basically what happens  
23 (inaudible) --

24 MR. SURENIAN: Yes. The way the Mount  
25 Laurel doctrine is set up is there are housing cycles.



1 We're now in the third housing cycle. And to counsel  
2 on, the legislature enacted the Fair Housing Act,  
3 created COAH, charged COAH with the responsibility of  
4 establishing the rules for each housing cycle.

5 So we're -- since COAH walked off the job, the  
6 Supreme Court in 2015 gave the job to the trial courts  
7 to do COAH's functions to figure out what the rules  
8 are. So they're establishing rules that will cover us  
9 for the third housing cycle that will expire in July  
10 of 2025.

11 By that point, there will be the fourth housing  
12 cycle and we're going to have to deal with this again.  
13 And at that point there will be however much land  
14 there is, whatever vacant land adjustment you are  
15 entitled to today presumably you would be entitled to  
16 an even greater adjustment then as land gets  
17 developed.

18 And the other thing that I would find to be  
19 surprising is that there would not be significant  
20 changes to the Mount Laurel doctrine by the year 2025.

21 I mean this doctrine has been primed and ready  
22 for reset and it's hard to imagine that there won't  
23 come a point in time where, where the doctrine gets  
24 reexamined. We're not there now. I would have  
25 thought that it would have happened over the last

1 administration. It did not.

2 What happened was COAH walked off the job  
3 instead of creating rules that were favorable to  
4 municipalities.

5 Thank you.

6 MAYOR GHASSALI: Anybody else? The  
7 gentleman in the back.

8 Good evening.

9 MALE SPEAKER: Good evening. I'm  
10 (inaudible) I've been a resident for 49 years. I'm  
11 trying to get my head around the numbers. It seems  
12 that I'm guessing that there will be a 20 percent  
13 increase in business and I'm (inaudible) at 20 percent  
14 increase I'm (inaudible) facility taxes. It just  
15 doesn't make sense to me.

16 MALE SPEAKER: That, that 20 percent  
17 increase is paying --

18 MALE BOARD MEMBER: I'm saying  
19 additional --

20 MALE SPEAKER: Just off those properties?

21 MALE BOARD MEMBER: 70 percent of the  
22 total tax.

23 MALE SPEAKER: Of the town?

24 MALE BOARD MEMBER: Of the -- yeah.

25 MR. SURENIAN: No. No.

1 MALE BOARD MEMBER: No. Only as it  
2 relates to these five properties. The town's tax  
3 revenue is over 10 million so it's, it's -- yeah.

4 MALE SPEAKER: Thank you.

5 MAYOR GHASSALI: Anybody else?

6 Okay. Going once --

7 MALE SPEAKER: Hi. (Inaudible) I just  
8 have a few questions (inaudible) this conversation.  
9 (Inaudible) the 44 acre units and (inaudible) based on  
10 the settlement of 30 acres (inaudible).

11 How does the work plan if we build on a much  
12 smaller scale (inaudible) property opened up and put  
13 (inaudible) units on there, how does that -- if we get  
14 10 units (inaudible) COAH housing, how does that  
15 impact where we're at?

16 (Inaudible) how does additional, how does that  
17 impact, will that --

18 MR. SURENIAN: I'm not sure I'm following  
19 your question.

20 MALE SPEAKER: (Inaudible)

21 MR. SURENIAN: Let's, let's -- let me just  
22 try to get the setting clear. So we're approved -- is  
23 that what you're positing.

24 MALE SPEAKER: Yeah.

25 MR. SURENIAN: We're approved and now

1 something happens?

2 MALE SPEAKER: Yeah. (Inaudible)  
3 revisiting after five years something happens.

4 MR. SURENIAN: Let's deal with, let's deal  
5 with I think the 584 issue is kind of a different  
6 issue.

7 So let's say that someone comes along whose site  
8 is developed now and, and so they don't count towards  
9 this Realistic Development Potential, comes along and  
10 they say I want to develop my land, I want to  
11 redevelop my land.

12 Is that, is that what you're suggesting?

13 MALE SPEAKER: Correct. And saying here  
14 are our numbers. We have immunity. You say you can  
15 do (inaudible) per acre. (Inaudible) They say okay.

16 MR. SURENIAN: Okay. Let me play that out  
17 for you.

18 Okay. So the developer comes along and the  
19 developer says, you know, they're not going to come in  
20 at a low density. They're going to come in at a high  
21 -- the way it works is, is --

22 MALE SPEAKER: I'm trying to save some  
23 time. I'm saying (inaudible) to you, saying this is  
24 (inaudible) 50 units, 10 are affordable housing. How  
25 does that impact what we're doing because it doesn't

1 count for more for our bonus, does it allow us to  
2 strengthen our position (inaudible)?

3 FEMALE BOARD MEMBER: Are you saying would  
4 do more than what we're doing now?

5 MALE SPEAKER: So if you permit --

6 MR. SURENIAN: Let's say if you have a 10  
7 acre site come on line, that's going to generate, you  
8 have to presume 8 units an acre, right, so to the  
9 extent you're permitting 8 units per acre you're, you  
10 have a shortfall, treading water at that point.  
11 (Inaudible).

12 MR. SURENIAN: Sure. So if it is 8 units  
13 an acre and you capture a 20 percent set aside, you're  
14 ahead of the game. You create more credits because of  
15 bonus points.

16 MALE SPEAKER: Assume we settle tonight  
17 and assuming everything gets (inaudible) how do you  
18 have full control in doing, saying we want to build it  
19 this way, build X here and Y here. That just keeps  
20 building up?

21 MR. SURENIAN: Yes.

22 MALE SPEAKER: So anyone else comes in  
23 (inaudible) listen so we play by the rules. We're  
24 (inaudible) here's what we have. Our numbers are even  
25 higher than what it is.

1                   MAYOR GHASSALI: We have the surplus and  
2 we don't need you. That's what we say.

3                   MR. SURENIAN: Any additional surplus  
4 creates any additional leverage for you, yes.

5                   MAYOR GHASSALI: If someone comes on-line  
6 now after we sign this, if we sign this and say  
7 (inaudible) we don't need you. If we have surplus, if  
8 it's bigger land or multiple lands and it's a bigger  
9 surplus, I guess, Jeffrey, if it's above the surplus,  
10 if it's --

11                  MR. SURENIAN: If it's above the surplus  
12 you get to decide.

13                  So now a guy comes in, you have spent your  
14 surplus, the next guy comes in and says, okay, I want  
15 to develop 8 units an acre with a 20 percent set  
16 aside. The court looks at this. Is the site suitable  
17 for that, not suitable for that. The court agrees  
18 it's suitable. Now you have a choice. You can say,  
19 okay, I have an additional obligation. I choose to  
20 satisfy that obligation by rezoning your site or I  
21 hate your project, I'm not going to rezone your site.  
22 I'm going to find another way to do it and then, and  
23 the agreement gives you the latitude to make that  
24 choice.

25                  MALE SPEAKER: So saying no come back

1 (inaudible).

2 MR. SURENIAN: Well, no. Under that  
3 circumstance what you would do is you would,  
4 presumably you would have an argument that the court  
5 would have to decide, you know, does the site generate  
6 an RDP or not and if the court concludes that it does  
7 then you would have the right to decide how to satisfy  
8 it. If it counts towards your RDP, they don't get to  
9 come back in 20 years, they don't get to come back  
10 ever because that's your right.

11 The rule is, once you have an RDP you get to  
12 decide how to satisfy your RDP and that's what  
13 empowers you to tell that developer to pound, to pound  
14 salt. Okay.

15 MAYOR GHASSALI: Councilman.

16 MALE BOARD MEMBER: One way to look at it,  
17 Jack, at a 44 with a bank of 44 and a 20 percent  
18 inclusionary, that's 220 total units. Right.

19 At a density of 8 units to the acre you would  
20 have to go north of 27 and a half acres becoming  
21 available before you would use up that bank. Okay.

22 So a way to think of it is, let's say a bunch of  
23 you in this room in one neighborhood decide say we're  
24 going to knock down our houses, aggregate land into  
25 some acreage (inaudible) and then say we're going to

1 go and -- that group would have to accrue more than 27  
2 and a half acres, if nothing else was happening in  
3 town, before we would have to grant any, any kind of  
4 building because we would say we have a bank of 44  
5 units which covers 220 at a 20 percent set aside and 8  
6 units to the acre.

7 And, Mike actually said there is more credits  
8 there because if you, if we go up in number, it kind  
9 of works up. So somebody would have to accumulate 27  
10 and a half acres of land before you would have to eat  
11 that.

12 FEMALE BOARD MEMBER: I just have to  
13 follow-up.

14 You're not allowed to leave yet. Sorry.

15 One, your point on what Jeff talked about and  
16 what might be upset so I think the question was -- so  
17 we have the surplus, we have 44 in surplus. Somebody  
18 else wants to come and build 20 units in a place that  
19 would be, the town would say that's a good place to  
20 build 20 units and they're going to give us some  
21 affordable housing with that. The affordable housing  
22 that they give with that is going to go into the  
23 surplus.

24 Correct?

25 MR. SURENIAN: Well, no. So the, what



1 would end up in the surplus, if you have 8 units an  
2 acre --

3 FEMALE BOARD MEMBER: I'm not using 8  
4 units an acre.

5 MALE SPEAKER: Okay. Any, any acreage.  
6 Anything above 8 units an acre.

7 Whatever you got in the bank at 20 percent you  
8 are treading water. Instead of generating the RDP you  
9 are filling up the hole with whatever you're getting.  
10 The bonus cap is what generates the surplus. So if it  
11 were rental and you got 20 percent set-aside you, what  
12 you would get in setaside would really be bonus  
13 credits.

14 MAYOR GHASSALI: Good question. Good  
15 question.

16 Anybody else?

17 MALE BOARD MEMBER: You're excused.

18 MAYOR GHASSALI: Good evening.

19 FEMALE SPEAKER: Ferrara (inaudible). I  
20 live in Montvale. I just came from a ten hour meeting  
21 myself and I've been negotiating a deal for a year and  
22 a half (inaudible) motion and I'm fighting.

23 And I have to continue to thank the Mayor and  
24 Council for their hard work on the negotiations for  
25 the past eight months but also express my

1 disappointment in our professionals for not fighting  
2 for us more.

3 I think that as the Mayor and Council you are  
4 all arguing the very best that you can. There's a lot  
5 of facts. There's a lot of information and you have  
6 to rely so heavily on the information that is given to  
7 you. And I'm not, you know -- I don't feel that this  
8 was done right from the git-go.

9 The attorney mentioned the mess that we're in or  
10 we have gotten ourselves into and, you know, the  
11 question that is on my mind is how did we get into  
12 this mess to begin with, how it started years ago.

13 I think everyone is doing their best with what  
14 they're left with and I thank you so much for your  
15 hard work on this and I really do believe that you  
16 guys are doing your absolute best for us.

17 In terms of where you go from here, I have not  
18 seen a settlement agreement. It hasn't been posted  
19 publicly. So I don't know how we're supposed to give  
20 you input on an agreement that we really haven't been  
21 able to read.

22 You mentioned Cherry Hill and the problems that  
23 they face there because their settlement agreements  
24 aren't properly drafted so there's exposure out there.  
25 Your job (inaudible) limit out exposure and tighten

1 that language until it is perfect so that we are not  
2 left exposed instead of saying there's some  
3 contingencies that I can't negotiate (inaudible).

4 If, if you are aware of that it's you're job to  
5 not make that mistake so that we're protected and  
6 that's how we learn from case law, that's how we learn  
7 from mistakes of South Brunswick and Cherry Hill,  
8 usually wind up with something better but in this case  
9 it just sounds like concessions. It doesn't sound  
10 like we're getting much back. It wasn't the same  
11 agreement from a long time ago.

12 In any settlement agreement somebody has to give  
13 something up, I haven't heard them give something up.  
14 But, you know what, in their defense (inaudible) they  
15 were given these promises long ago and it doesn't  
16 sound like they had any reason now to want to settle.  
17 The judge and every judge --

18 MAYOR GHASSALI: Excuse me. Excuse me.  
19 Sorry. There were no promises. Don't make  
20 accusations without any facts.

21 Sorry. There were no promises. Don't make  
22 accusations without any facts. No one had to give  
23 them any promises. There's nothing that's been  
24 promised to anybody.

25 FEMALE SPEAKER: Well, I mean, with all

1 due respect, Mayor, these are my comments, right or  
2 wrong, (inaudible) heard to make a decision on but  
3 much like, you know, we can tell people to go scratch  
4 it, we have 44 surplus. That's not true and we all  
5 learned that right after last (inaudible) all of a  
6 sudden we have (inaudible) and there are contingencies  
7 that the public doesn't yet know that we're not really  
8 immune, that there's really still exposure until,  
9 again, every comment could -- I could go back and  
10 forth with this all day long. You know, 44 surplus  
11 doesn't protect anybody either 100 percent.

12 So, again, that was in my opinion, and I want to  
13 be heard and, you know, I'm going to go down swinging  
14 on this. I think this is the biggest issue I imagine  
15 I'm going to see, you know, in the 30 years I plan to  
16 be here.

17 You know, the judge had said, which every judge  
18 says, and I have to listen to it every single day in  
19 my career, that you have to settle, you have to  
20 settle, you have to settle. He comes and tells me  
21 what a terrible case I have. He comes and tells me  
22 what terrible case he has. That's what happened.  
23 This is very typical, this is very ordinary and the  
24 judge is telling us he has to settle but he's telling  
25 him, too.

1 But the question becomes, we just seem to give a  
2 lot more and we don't get anything in return.

3 So when the judge says everyone needs to settle,  
4 he doesn't just mean Montvale.

5 So, anyway, since we can't read the settlement  
6 agreement that everyone is prepared to decide on  
7 without the public knowing what it says, are there any  
8 conditions included in that settlement agreement about  
9 the plan or procedure from here assuming that any of  
10 this gets approved tonight?

11 MAYOR GHASSALI: Then it would go to the  
12 Planning Board once this is settled and introduced --

13 There is one more session after this where the  
14 ordinance will be introduced and voted on and the  
15 public will be heard again.

16 FEMALE SPEAKER: Are there any conditions  
17 in the settlement agreement about the process,  
18 procedure, time lines or anything that involved the  
19 Planning Board procedure (inaudible).

20 MR. SURENIAN: Yes. If the settlement  
21 gets approved, the next step is the adoption of the  
22 ordinance. After the adoption of the ordinance the  
23 developer can file a development application.

24 You can come when they -- when the ordinance is  
25 up for adoption you can be heard, you can come. When

1 the site plan application is filed, you can be heard.

2 You can come to the fairness hearing. You can  
3 be heard. You can come to the compliance hearing.  
4 You can be heard.

5 FEMALE SPEAKER: But that wasn't the  
6 question. Okay.

7 My question is, is there anything in the  
8 settlement agreement about the Planning Board  
9 procedure (inaudible) if this gets approved?

10 For example, are there -- you know, was there  
11 anything, is there a time line on this -- is there  
12 anything in the settlement agreement about what's  
13 going to happen from here with the Planning Board?

14 MAYOR GHASSALI: There is no time line  
15 commitment in the settlement agreement.

16 FEMALE SPEAKER: Okay. Is there anything  
17 (inaudible) procedure with the Planning Board  
18 (inaudible)?

19 MAYOR GHASSALI: It's a typical  
20 application. They have to file -- there is nothing,  
21 there is nothing there.

22 FEMALE SPEAKER: There's nothing in the  
23 settlement agreement about the Planning Board?

24 MR. SURENIAN: Well, the agreement  
25 envisions the adoption of an ordinance and when an

1 ordinance is adopted the developer, like any other  
2 developer in any other situation needs to file a  
3 development application and the Planning Board process  
4 is in development application in accordance with the  
5 ordinance.

6 FEMALE SPEAKER: Why haven't the --

7 MAYOR GHASSALI: Sorry. Hold on. Hold  
8 on. Hold on. Hold on, please. Five minutes are  
9 over. We're going to hear some more and then if  
10 there's time left, you can come back again.

11 I know you have more questions on this.

12 Let's hear --

13 FEMALE SPEAKER: Can that question be  
14 answered? Why isn't the settlement agreement  
15 available for review?

16 MAYOR GHASSALI: Because this was fluid  
17 until the last minute. Once it's voted on, it will be  
18 available right way.

19 FEMALE SPEAKER: So the public can't see  
20 it until after it's all over?

21 MAYOR GHASSALI: No. We went through it.  
22 The resolution is, is available. The attorney went  
23 through it before you came in, in the beginning and he  
24 explained what is in it.

25 FEMALE SPEAKER: Can you, can you bond for

1 school money without any public input?

2 MALE SPEAKER: No.

3 MAYOR GHASSALI: That's.

4 MALE SPEAKER: That has to be voted on by  
5 referendum. The school can't bond.

6 FEMALE SPEAKER: I mean isn't this  
7 important information that the public needs to know so  
8 the public can say no, we don't want to put any monies  
9 into the schools. Figure it out.

10 MAYOR GHASSALI: If the public said that  
11 then that's what's going to happen. If the public  
12 said that we are going to make it happen.

13 FEMALE SPEAKER: Well, again, isn't that  
14 something we should know before (inaudible) 20 million  
15 dollars is --

16 MALE BOARD MEMBER: (Inaudible) what I'm  
17 saying is that that money is either going to go to  
18 (inaudible) or it's available, it's (inaudible) debt  
19 service if the bonding is voted on. I don't know the  
20 last time the budget was voted down.

21 FEMALE SPEAKER: For \$20,000,000?

22 MALE BOARD MEMBER: We, we voted a  
23 \$40,000,000 bond.

24 MAYOR GHASSALI: Okay.

25 FEMALE SPEAKER: I'm just (inaudible).



1           MALE BOARD MEMBER: The public should know  
2 that. I think that's (inaudible).

3           The public doesn't vote on Board of Education  
4 (inaudible) any longer. Back when there was, the 2  
5 percent cap was implemented, districts had a choice  
6 whether they could go with the 2 percent tax or  
7 maintain the election for the school budget. So the  
8 overwhelming majority of the districts decided to  
9 implement the 2 percent cap knowing that they didn't  
10 have to have it approved by the public any longer.

11          So you don't any longer vote for the school  
12 budget. But if the school wanted to bond (inaudible)  
13 via referendum then the public would be asked to vote  
14 on it. And the school board can only bond money if  
15 the public wants to (inaudible).

16          MAYOR GHASSALI: Thank you.

17          Anyone else? Coming once -- one more.

18          Chris.

19          MALE SPEAKER: Chris (inaudible) 5 Mark  
20 Lane.

21          This isn't a question but (inaudible).

22          FEMALE BOARD MEMBER: I can't hear you,  
23 Chris.

24          MALE SPEAKER: Sorry. (Inaudible) The  
25 Hekemian Group redo the Parkway area there?

1           If the Parkway decided to take over that part of  
2 the site for, through eminent domain because they want  
3 to put an exit ramp or an entrance ramp (inaudible) I  
4 believe that's supposed (inaudible) everything is  
5 (inaudible) before shovels in the ground. What  
6 happens if it's (inaudible). What happens if  
7 (inaudible)?

8           MR. SURENIAN: Well, if the State decides  
9 to use its condemnation powers it has that right. I  
10 think that what you would find is it would be very  
11 expensive for the State to do that. But if they chose  
12 to do that then we would be back here by renegotiating  
13 the agreement. They would have whatever land they  
14 would have left. They would want to do whatever they  
15 want to do.

16           MALE SPEAKER: (Inaudible).

17           MR. SURENIAN: No. I mean this agreement  
18 envisions a development on a piece of land. If that  
19 land is cut in half or quarters or third or anything  
20 then we're going to be back to see --

21           Well, you know, both sides are going to have an  
22 interest in what they would want under that scenario.

23           So, you know, that, that would be another  
24 circumstance that we'd have to come back and, and deal  
25 with.

1           MALE SPEAKER: As far as the sale, that  
2 sale would be (inaudible) affordable housing or  
3 rentals(inaudible).

4           MR. SURENIAN: The way the agreement is  
5 structured now is that the affordable units on the  
6 Mercedes site are rental and the affordable units on  
7 the Glen View site are either going to be for sale or  
8 for rent. They want the flexibility to go left or  
9 right and that was a provision we negotiated.

10          MALE SPEAKER: As far as the other 300  
11 units (inaudible) as far as --

12          MR. SURENIAN: The marketing --

13          MALE SPEAKER: The sale or rental --

14          MR. SURENIAN: The project on the Mercedes  
15 site is going to be a rental project of which 15  
16 percent would be affordable. Well, of which 15  
17 percent of overall would be affordable.

18          MAYOR GHASSALI: Thank you.

19          Miss Carey Evans.

20          FEMALE SPEAKER: (Inaudible) questions.  
21 When you post those agreements on line so we can read  
22 them, I believe you also post (inaudible) based on  
23 hearings and can you do that?

24          MALE BOARD MEMBER: Yes.

25          FEMALE SPEAKER: Getting back to the

1 budget. When I looked at it, No. 1, regarding the 2  
2 percent cap, I don't know but Governor Elect Murphy,  
3 who has he chosen for his transition team for  
4 education. I trust that the 2 percent cap (inaudible)  
5 so that we would be able to vote on a budget. I'm  
6 just advocating -- (inaudible) getting back to the  
7 budget again, I look at the, I look -- I have been in  
8 opposition with the County share for many years and  
9 fought for the consolidation of the Bergen County  
10 Sheriff and Bergen County Police Department that's  
11 supposed to save \$17,000,000 and there have been  
12 candidates who have run on a platform of doing away  
13 with County government.

14 And as I look at what our County Government  
15 does, I look at the last thing that they do for this,  
16 half of what we get in municipalities, the County  
17 parks, roads and bridges, our roads are deplorable and  
18 they just spent a huge amount of money on the golf  
19 course and I don't know how many of them (inaudible)  
20 we have a number of the Bergen County Board of Chosen  
21 Freeholders who live in Montvale and I want to know if  
22 you can or if you have worked with them to formally  
23 attend these meetings.

24 They are all Democrats, our governor elect is  
25 Democrat. I propose that we incorporate more

1 Democrats into what we want to do in this State.

2 For the most part, here in Montvale, unlike any  
3 other counties, unlike any other municipalities  
4 (inaudible) vote for Republicans and (inaudible).

5 So I mean looking at this being a political  
6 issue as well as a practical issue, as I said, my  
7 testimony would be different, it would not (inaudible)  
8 dealing with, they would be appointing judges who  
9 would work towards more fairness in many different  
10 ways which I don't believe Governor Elect Murphy will  
11 be electing the types of judges that would understand  
12 the burden that the Fair Share Housing poses to us in  
13 suburbia.

14 So anything you can do as a, as a body,  
15 incorporate your democratic friends into, yes, you  
16 know, and there are many of us who have democratic  
17 friends into addressing these issues. It is  
18 political, it is social engineering. It doesn't seem  
19 right and (inaudible) we contend with a lot of things  
20 that (inaudible).

21 So I can't see giving 15 percent to the County.  
22 I don't see where they really work towards helping us  
23 and where they get half and we get -- what are they  
24 going to do for us (inaudible) they deserve 50 percent  
25 of what we get from the (inaudible) share.

1           And I don't understand, I don't intend to be  
2   silent about it with you, but I tend to think that  
3   what the councils have to do a far better job  
4   integrating themselves, immersing themselves in  
5   politics above the town because it does matter.

6           Working with -- somebody asked me if, you know,  
7   I was going to be working with Governor Elect Murphy  
8   on education. He doesn't need me now. I'm not needed  
9   now. (Inaudible) so there are people (inaudible) listen  
10   to. I just encourage Democrats in this room to speak  
11   to Governor Elect Murphy about this so he knows our  
12   concerns. And I look forward to (inaudible).

13           MAYOR GHASSALI: The County, the County  
14   has been very cooperative with us. They pay to clean  
15   the (inaudible) Park. They continue to do some work  
16   at (inaudible) Park, very expensive work. They'll be  
17   getting a half million dollars and the County  
18   Executive is very pleased to see that money but in  
19   return we want some grants, we want applied to some of  
20   the grants for County roads so for the County roads in  
21   the Borough and for some of the things that we need  
22   like the Magnolia Bridge. We want to fix that.  
23   That's a County (inaudible).

24           FEMALE SPEAKER: (Inaudible) don't you  
25   agree?

1 MALE BOARD MEMBER: Yeah. They move very  
2 slow. We move very slow.

3 FEMALE SPEAKER: I mean we can all  
4 (inaudible).

5 MAYOR GHASSALI: Noted.

6 FEMALE SPEAKER: (Inaudible) situation and  
7 participate in any (inaudible).

8 MAYOR GHASSALI: Noted. Thank you. Thank  
9 you.

10 Anybody else?

11 MALE SPEAKER: Real quick. (Inaudible)  
12 the point we were discussing, I'm not trying to be  
13 unfair, what is that thing I just want to make sure  
14 everybody is clear on, that this is a settlement  
15 agreement but as we all talking about (inaudible).  
16 With some change in circumstances that may occur  
17 (inaudible) doing the home in 2025. Okay.

18 The true settlement agreement would have the  
19 opposite (inaudible). This doesn't happen and I  
20 understand why but can we do -- (inaudible) make  
21 modifications but is there any way where we make a few  
22 changes now rather than seven years from now and to  
23 include us and revisit us in 2025 versus rather than  
24 having to reopen it again and allow (inaudible) are  
25 (inaudible).

1           MR. SURENIAN: I think the best way to  
2 answer your question is everything is context. You're  
3 not coming to this where there's not a  
4 well-established body of law. You're coming to this  
5 where there's an extremely well-established body of  
6 law and you have to do your best within that context  
7 or, or try to change the law. And if you try to  
8 change the law, the odds of changing the law is you're  
9 going to spend a fortune and it's a very low  
10 probability.

11           So -- no. No. No. No. No. I have to finish  
12 because you're making all these loaded statements.  
13 And I'm not saying you're doing it deliberately but  
14 you're doing it because you're not recognizing what  
15 the context is and you're not recognizing the benefits  
16 of this settlement.

17           The context is if, if you have an obligation,  
18 you have two choices, you satisfy that obligation or  
19 you get an adjustment. There's no way we can satisfy  
20 an obligation of 550 which is what our expert says it  
21 is. So we're seeking an adjustment.

22           There's no choice. They have to seek an  
23 adjustment. They don't have enough land to meet their  
24 obligation of, of 550.

25           So the context, the starting point is not what



1 we want it to be. The starting point is we have an  
2 obligation. It's adjusted. And there's an adjusted  
3 obligation and there's an unmet need obligation.

4 So how do you do your best within this context?  
5 What we have done is something that is unusual,  
6 extremely unusual. Fair Share Housing Center never  
7 agreed to this before. We generated a surplus and we  
8 have the provision that empowers us to take that  
9 surplus and use it as a hedge against developers that  
10 are trying to leverage you.

11 Do we still have some potential risk over and  
12 above that, that cushion? Yes. But that's a risk  
13 that we began with unless we were willing to say, you  
14 know what, we're going to satisfy our obligation which  
15 we couldn't say.

16 MALE SPEAKER: Yeah. (Inaudible) but now  
17 you have a settlement agreement. We don't --

18 MALE BOARD MEMBER: So just to be clear,  
19 we can't contractually say, you know, Supreme Court,  
20 Cherry Hill doesn't apply. Cherry Hill is the Supreme  
21 Court interpreting your constitutional obligation. We  
22 can't contract that away. There's no way around that.

23 So there are three things --

24 MALE SPEAKER: (Inaudible).

25 MALE BOARD MEMBER: Right. So there are

1 three things we can do to protect ourselves against  
2 future redevelopment and there are only three things  
3 which we did. We can generate a surplus which we did.  
4 We can have widespread overlay zoning at densities we  
5 are comfortable with which we did and we can include  
6 risky sites as part of that 181 unit RDP which we did.  
7 There's no other way to, to mitigate against future  
8 effects of redevelopment.

9 You're an attractive community with a high  
10 number, with high redevelopment potential.

11 MALE SPEAKER: And I get that. I just  
12 want to make sure everybody here, through counsel,  
13 understands that this is not lock, stock and barrel.

14 How that's exactly -- now matter how you dress  
15 it up that's --

16 MR. SURENIAN: But you're suggesting that  
17 it is something less than it is. It is a settlement  
18 that resolves everything as best you can given the  
19 framework.

20 MALE SPEAKER: Unless there's a  
21 substantial change in --

22 MR. SURENIAN: That's part of the reality.

23 MALE SPEAKER: That's because  
24 circumstances (inaudible).

25 MR. SURENIAN: Yes. Yes. And any

1     circumstance where a municipality says I don't have  
2     enough land to satisfy my obligation they have an  
3     unmet need that they have to deal with in the absence  
4     of changing 20 years of what COAH has done since 1994  
5     when they adopted regs on the unmet need.

6                 MALE SPEAKER:   The 2025 date, when do we  
7     have to start learning that there's time limits,  
8     (inaudible) July 2025.

9                 MR. SURENIAN:   Well, I'm presuming that  
10    between now and that date there's going to either be,  
11    the Council on Affordable Housing is either going to  
12    be reconstituted and they're going to tell us what the  
13    rules are or they're not going to be reconstituted to  
14    tell us what the rules are and then you'll have trial  
15    judges telling us what the rules are.

16                In seven years there's a lot that can happen.  
17    If nothing changes then the courts that are deciding  
18    what your obligations are today, will decide what your  
19    obligations are for 2025.

20                MALE SPEAKER:   So you get a new quota.   So  
21    you get your quota right, nothing has changed  
22    (inaudible) completely (inaudible) you do any big,  
23    rotate out RDP, you have some changes circumstances.  
24    You are still going to have 44 units surplus if  
25    nothing changes. (Inaudible).

1                   MAYOR GHASSALI:   Okay.   Thank you.

2                   Anybody else?

3                   Going once, going twice.

4                   Motion to close the meeting to the public.

5                   MALE BOARD MEMBER:   Second.

6                   MAYOR GHASSALI:   So move.

7                   FEMALE BOARD MEMBER:   Second.

8                   MAYOR GHASSALI:   All in favor say aye.

9                   (Aye)

10                  MAYOR GHASSALI:   Now we'll hear from the  
11   Council.   And then we'll do it for the resolutions and  
12   take a break after that.

13                  We'll start with Council President, Councilwoman  
14   Rose Curry.

15                  COUNCILWOMAN CURRY:   Thank you, Mayor.   I  
16   have nothing to say at this time.

17                  MAYOR GHASSALI:   Thank you.

18                  Councilwoman Gloeggler.

19                  COUNCILWOMAN GLOEGGLER:   Okay.   I want to  
20   thank you all for coming out tonight.   I wish that  
21   this was about saying no to 350 units and 185 units so  
22   that we could get less but this would be about saying  
23   no to 350 units to get 600 or 700 units.

24                  With the risk of losing our immunity and  
25   fighting against high density projects all over town.

1 I couldn't agree to five stories. I wanted three  
2 stories. But we got it down to four stories.

3 And I don't love it. I don't even like it. But  
4 I will agree to it.

5 And the reason I would agree to it is because we  
6 will be getting our agreement with Fair Share Housing.  
7 And then we can meet our housing obligation and we can  
8 lock in our numbers till 2025.

9 And I worked very hard with the COAH Committee  
10 and with the Court Appointed Master and with all of  
11 our lawyers to get to this place where we have an  
12 agreement. We've pushed it as far as we can. We're  
13 at that place and it's time to settle.

14 MAYOR GHASSALI: Thank you.

15 Councilman Lane.

16 COUNCILMAN LANE: I think Councilwoman  
17 Gloeggler said a lot of the way I felt about it.

18 I, I do feel we have retained an expert in, in  
19 the, in the field of Fair Share Housing. And Mr.  
20 Surenian is associated with Mr. Edwards. I feel  
21 every, everyone who has talked to us about what we  
22 should do has recommended the settlement course. None  
23 of this comes as a surprise.

24 You have come to these meetings. You have heard  
25 what it says.

1           I have heard one comment on the politicization  
2 on this and I'm a Republican and I'm not particularly  
3 proud of my party, what it's done here or lack  
4 thereof.

5           We have had a governorship for eight years.  
6 They did nothing. They got rid of COAH and left us  
7 with this mess.

8           So I'm going, I'm going to basically say we have  
9 plenty of blame to go around.

10          Now going forward, I will get really political.

11          Ask Josh Gottheimer how he feels about this. It  
12 may be a federal issue but he should have an opinion  
13 on this. This should be something he's looking at.  
14 He should have an opinion on whether this is the right  
15 kind of public policy because he'll sure opine on  
16 anything he is asked.

17          Ask Governor Murphy, ask Holly Schepisi and  
18 Jerry Cardinale and Bob Auth. All of them have had a  
19 role to play in this and candidly they haven't done  
20 enough.

21          And, and I know people, they -- this is a grave  
22 problem I haven't seen any tangible action on from the  
23 political side of the house. The only way to address  
24 this is probably through Constitutional amendment.

25          Okay. It is not -- it is a decision of the Supreme

1 Court.

2 We are left as we are in so many cases as a  
3 locality trying to figure out what to do. I do think  
4 that it doesn't sound like a lot but 44 -- a bank of  
5 44 which translates into 220 units which translates  
6 into 27 and a half acres, that would have to come  
7 around before we would have to do anything is  
8 significant.

9 Because what I don't think was maybe clear, not  
10 through any fault of Mr. Surenian, we did take into  
11 account that risk properties, that is part of this  
12 process. We have looked at the town.

13 Can something happen that we're not  
14 anticipating? Yes. But properties that we think are  
15 at risk of, of switching over have been factored into  
16 our RDP.

17 So I think this, this has been a very long and  
18 tortuous process. I really, I really think that  
19 regardless of whether you're Republican, Democrat or  
20 Independent, please be engaged and direct it to  
21 Trenton. Get them to do something. And maybe not  
22 Washington but at least from the perspective of public  
23 policy.

24 With that said, I'm supporting this as I have  
25 said it through this two meetings.

1                   MAYOR GHASSALI: Thank you, Councilman  
2                   Arendacs.

3                   COUNCILMAN ARENDACS: Thank you, Mayor.

4                   Now this is about being a concerned resident of  
5                   Montvale and to do what I believe is right for the  
6                   town.

7                   I have a responsibility as a public official  
8                   backed by the residents, the voice of the people.

9                   Progress has been, I believe, for these past  
10                  several months. I believe that we are getting closer  
11                  to a better settlement. However, the right deal for  
12                  Montvale I don't believe is still there. We're very  
13                  close but we're still not there.

14                  I am comfortable with setting this as a --  
15                  actually, I'm not comfortable saying this as a  
16                  precedence for the future. So looking ahead in 2025,  
17                  I feel it would be worse starting it at these  
18                  unrealistic numbers so builders can take advantage of  
19                  us.

20                  We have to work with these developers through  
21                  their projects. I was hoping they could work with us  
22                  with the planning, the density, the rentals, maybe a  
23                  certain percent of owner apartments.

24                  In New Jersey, State of New Jersey, Trenton  
25                  found a way that gives these developers, builders way



1 too much power for their own personal and financial  
2 gain with what they put on the infrastructures,  
3 schools, public safety and way of life in jeopardy.

4 This is legal. This is legal, yeah, sure, but  
5 it should be illegal.

6 At 3:15, 5:00 today, just a few hours ago, I  
7 received revised settlements. This stuff takes time  
8 to review the documents. This isn't just something,  
9 you know, we could look at within hours, minutes.  
10 This all happened too fast, appears to be a rushed  
11 deal.

12 I know we lose immunity November 30th. However,  
13 there's no reason to believe that the courts won't  
14 extend our immunity any further since we have  
15 negotiated immunity I believe in good faith thus far.

16 I mean take a look at Hornrock's site, Park  
17 Ridge, didn't accept 15 units per acre in the  
18 beginning. We're settling 185 units on 7 acre  
19 averaging 26.4 units per acre.

20 Looking forward, if these deals are approved, I  
21 will make every effort advocating responsible  
22 development and aggressive negotiation with  
23 developers.

24 Also being part of the newly formed Mayor's  
25 Advisory Group along with residents, professionals,

1 have a wealth of knowledge in this field so we will  
2 not be in this situation again.

3 I do want to commend each and every resident  
4 that took part in coming to these meetings in this  
5 legal process and to the Mayor, again Mayor and  
6 Council, putting this, this amount of time and energy  
7 into Montvale over their own personal life and family.

8 This, of course, is a very difficult decision.

9 As an invested resident, taxpayer and your  
10 councilman, I will not support any of these, all of  
11 these settlements since it is not in the best  
12 interests of this town.

13 That's what I have to say.

14 Thank you.

15 MAYOR GHASSALI: Councilman Koelling.

16 COUNCILMAN KOELLING: A very brief  
17 comment. I think it's -- we have all heard the  
18 experts. We have rushed out a lot of the information,  
19 I wouldn't say all the information. We have heard  
20 from the pros and the cons, the fors and against and I  
21 think it's time to settle this.

22 And I agree, I think everybody knows which way  
23 I'm going to vote and I intend to support this and  
24 continue on with our strategy so we're in a better,  
25 stronger position in the next round.

1 Thank you.

2 MAYOR GHASSALI: Thank you.

3 Councilman Weaver.

4 COUNCILMAN WEAVER: Thank you, Mayor.

5 I think I'm, I'm numb. I think I'm sick to my  
6 stomach. I'm depressed and I think it's disgusting  
7 and all of this development is happening in the name  
8 of affordable housing when the people who need it are  
9 only getting 15 percent.

10 I mean I'm not sure what I can say that I  
11 haven't already said. And, and I apologize to the  
12 residents but I'm not in favor of this project.

13 Thank you.

14 MAYOR GHASSALI: Okay. At this point  
15 we'll go through each of the resolutions. We'll start  
16 with the A & P.

17 MALE BOARD MEMBER: Just as a procedural  
18 matter, Councilman Weaver made a motion to table this  
19 issue at the meeting on the 26th.

20 So at this time I think you should entertain a  
21 motion to remove the issue from the table to allow the  
22 votes to proceed.

23 MAYOR GHASSALI: Okay. Motion to remove  
24 to allow us to proceed.

25 MALE BOARD MEMBER: So move.

1 MAYOR GHASSALI: Second.

2 FEMALE BOARD MEMBER: Second.

3 MAYOR GHASSALI: Roll call, please.

4 THE CLERK: Council Member Arendacs.

5 COUNCILMAN ARENDACS: Yes.

6 THE CLERK: Council Member Curry.

7 COUNCILWOMAN CURRY: Yes.

8 THE CLERK: Council Member Gloeggler.

9 COUNCILWOMAN GLOEGGLER: Yes.

10 THE CLERK: Council Member Koelling.

11 COUNCILMAN KOELLING: Yes.

12 THE CLERK: Council Member Lane.

13 COUNCILMAN LANE: Yes.

14 THE CLERK: Council Member Weaver.

15 COUNCILMAN WEAVER: No.

16 MAYOR GHASSALI: Okay. It passes.

17 MALE BOARD MEMBER: We're good to go.

18 MAYOR GHASSALI: Resolutions for the A & P  
19 property 216-2017.

20 The resolution approving the settlement  
21 agreement was expected to be here for Two Paragon  
22 Drive, LLC to partially resolve the role of affordable  
23 housing.

24 Motion.

25 MALE BOARD MEMBER: So move.

1 MAYOR GHASSALI: Second.

2 FEMALE BOARD MEMBER: Second.

3 MAYOR GHASSALI: Discussion?

4 Roll call, please.

5 THE CLERK: Council Member Arendacs.

6 COUNCILMAN ARENDACS: Yes.

7 THE CLERK: Council Member Curry.

8 COUNCILWOMAN CURRY: Yes.

9 THE CLERK: Council Member Gloeggler.

10 COUNCILWOMAN GLOEGGLER: Yes.

11 THE CLERK: Council Member Koelling.

12 COUNCILMAN KOELLING: Yes.

13 THE CLERK: Council Member Lane.

14 COUNCILMAN LANE: Yes.

15 THE CLERK: Council Member Weaver.

16 COUNCILMAN WEAVER: That's for A & P,

17 correct?

18 THE CLERK: Yes.

19 COUNCILMAN WEAVER: Yes.

20 MAYOR GHASSALI: Okay. That passes.

21 The next will be the Mercedes-Benz Hekemian  
22 property Resolution No. 214-2017, resolution approving  
23 the settlement agreement with intervenor, with the S.  
24 Hekemian Group, LLC to partially resolve the Borough's  
25 affordable housing declaratory judgment action.

1 Motion.

2 MALE BOARD MEMBER: So move.

3 MAYOR GHASSALI: Second?

4 MALE BOARD MEMBER: Second.

5 MAYOR GHASSALI: Discussion?

6 Roll call, please.

7 THE CLERK: Council Member Arendacs.

8 COUNCILMAN ARENDACS: No.

9 THE CLERK: Council Member Curry.

10 COUNCILWOMAN CURRY: Mayor, I would like  
11 to voice my vote with this statement, that I do  
12 believe that the Mercedes-Benz property is going to be  
13 a good thing for Montvale. And I do believe that the  
14 developer will do his best to make it the jewel in his  
15 crown as I had said from the beginning.

16 I will not get political about this but I am  
17 doing this, I am voting this for the benefit of  
18 Montvale because I do have the best interests of the  
19 residents of Montvale at heart.

20 And that is my vote which is going to be yes.

21 Thank you.

22 MAYOR GHASSALI: Thank you.

23 THE CLERK: Council Member Gloeggler.

24 COUNCILWOMAN GLOEGGLER: Yes.

25 THE CLERK: Council Member Koelling.

1 COUNCILMAN KOELLING: Yes.

2 THE CLERK: Council Member Lane.

3 COUNCILMAN LANE: Yes.

4 THE CLERK: Council Member Weaver.

5 COUNCILMAN WEAVER: No.

6 MAYOR GHASSALI: That passes.

7 Next is the Hornrock property for Sony,  
8 Resolution No. 215-2017, resolution approving the  
9 settlement agreement with intervenor Hornrock  
10 Property, LLC, NPR, LLC, in connection with the  
11 affordable housing declaratory judgment action  
12 authorizing a request to the trial court to hear a  
13 fairness hearing concerning the settlement agreement.

14 A motion.

15 MALE BOARD MEMBER: So amove.

16 MAYOR GHASSALI: Second.

17 MALE BOARD MEMBER: Second.

18 MAYOR GHASSALI: Discussion?

19 Roll call, please.

20 THE CLERK: Council Member Arendacs.

21 COUNCILMAN ARENDACS: No.

22 THE CLERK: Council Member Curry.

23 COUNCILWOMAN CURRY: Yes.

24 Mayor, and my statement is, with my vote is that  
25 this, although it's not a perfect situation it is,

1 once again, to protect the town of Montvale, the  
2 future control over the development.

3 My vote is yes.

4 THE CLERK: Council Member Gloeggler.

5 COUNCILWOMAN GLOEGGLER: Yes.

6 THE CLERK: Council Member Koelling.

7 COUNCILMAN KOELLING: Yes.

8 THE CLERK: Council Member Lane.

9 COUNCILMAN LANE: Yes.

10 THE CLERK: Council Member Weaver.

11 COUNCILMAN WEAVER: No.

12 THE CLERK: The vote carries, Mayor.

13 MAYOR GHASSALI: Carries.

14 The last one is the Fair Share agreement that  
15 encompasses all of these resolutions, No. 217-2017, a  
16 resolution approving the settlement agreement with  
17 Fair Share Housing Center to resolve the Borough's  
18 affordable housing declaratory judgment action.

19 A motion.

20 MALE BOARD MEMBER: So move.

21 MAYOR GHASSALI: Second.

22 MALE BOARD MEMBER: Second.

23 MAYOR GHASSALI: Discussion?

24 Roll call, please.

25 THE CLERK: Council Member Arendacs.



1 COUNCILMAN ARENDACS: No.

2 THE CLERK: Council Member Curry.

3 COUNCILWOMAN CURRY: Yes.

4 THE CLERK: Council Member Gloeggler.

5 COUNCILWOMAN GLOEGGLER: Yes.

6 THE CLERK: Council Member Koelling.

7 COUNCILMAN KOELLING: Yes.

8 THE CLERK: Council Member Lane.

9 COUNCILMAN LANE: Yes.

10 THE CLERK: Council Member Weaver.

11 COUNCILMAN WEAVER: I just want to preface

12 my vote by saying that I appreciate President Curry's

13 comments.

14 And I believe, as a council, we need to, we need  
15 to figure out a way to work together, not to say that  
16 we haven't. But it's going to be all the more  
17 important now.

18 And my vote is no.

19 MAYOR GHASSALI: And that carries.

20 THE CLERK: That carries.

21 MAYOR GHASSALI: Thank you very much for  
22 all these.

23 Thank you, Jeff and Mike, Darlene and the  
24 amazing group for helping us on this.

25 We'll take a five minute break.

1 (A recess is taken and the transcription  
2 from audio concludes.)  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

## C E R T I F I C A T E

I CERTIFY that the foregoing is a true and accurate transcript of the audio recording reported stenographically by me at the time, place and on the date herein before set forth.

I DO FURTHER CERTIFY that I am neither a relative nor employee nor attorney or counsel of any of the parties to this action, and that I am neither a relative nor employee of such attorney or counsel, and that I am not financially interested in this action.

---

DONNALYNN J. ARNOLD, C.C.R.  
LICENSE NO. XI00991  
MY COMMISSION EXPIRES 08/04/19

<b>\$</b>	<b>2015</b> [1] - 44:6 <b>2017</b> [1] - 1:5 <b>2020</b> [1] - 30:10 <b>2025</b> [18] - 5:13, 26:12, 26:13, 29:6, 29:21, 43:20, 44:10, 44:20, 66:17, 66:23, 70:6, 70:8, 70:19, 72:8, 75:16 <b>21</b> [1] - 2:6 <b>214-2017</b> [1] - 80:22 <b>215-2017</b> [1] - 82:8 <b>216-2017</b> [1] - 79:19 <b>217-2017</b> [1] - 83:15 <b>22</b> [1] - 18:10 <b>220</b> [3] - 50:18, 51:5, 74:5 <b>235</b> [1] - 14:6 <b>24.4</b> [2] - 18:9, 18:21 <b>25</b> [2] - 39:11, 42:3 <b>255</b> [2] - 13:20, 14:10 <b>26</b> [2] - 2:7, 2:8 <b>26.4</b> [1] - 76:19 <b>26th</b> [1] - 78:19 <b>27</b> [4] - 50:20, 51:1, 51:9, 74:6	<b>45</b> [1] - 36:19 <b>46</b> [1] - 31:17 <b>49</b> [2] - 2:11, 45:10	<b>accept</b> [3] - 11:5, 40:21, 76:17 <b>accepted</b> [1] - 17:18 <b>accordance</b> [1] - 58:4 <b>account</b> [1] - 74:11 <b>accrue</b> [1] - 51:1 <b>accumulate</b> [1] - 51:9 <b>accurate</b> [1] - 86:3 <b>accusations</b> [2] - 54:20, 54:22 <b>achieved</b> [2] - 10:18, 35:11 <b>acre</b> [18] - 16:2, 32:24, 32:25, 46:9, 47:15, 48:7, 48:8, 48:9, 48:13, 49:15, 50:19, 51:6, 52:2, 52:4, 52:6, 76:17, 76:18, 76:19 <b>acreage</b> [2] - 50:25, 52:5 <b>acres</b> [8] - 9:21, 9:22, 33:2, 46:10, 50:20, 51:2, 51:10, 74:6 <b>Act</b> [1] - 44:2 <b>action</b> [6] - 73:22, 80:25, 82:11, 83:18, 86:8, 86:10 <b>add</b> [2] - 20:20, 26:17 <b>added</b> [1] - 22:24 <b>additional</b> [23] - 14:7, 18:2, 18:17, 18:22, 19:24, 20:1, 20:7, 21:22, 22:3, 22:4, 22:12, 22:14, 26:20, 31:17, 33:9, 33:10, 33:11, 37:1, 45:19, 46:16, 49:3, 49:4, 49:19 <b>address</b> [4] - 8:12, 12:18, 27:20, 73:23 <b>addressed</b> [1] - 11:16 <b>addresses</b> [1] - 12:15 <b>addressing</b> [2] - 15:15, 64:17 <b>adjusted</b> [5] - 8:10, 30:19, 33:20, 68:2 <b>adjustment</b> [12] - 8:8, 11:15, 12:4, 33:15, 33:18, 34:22, 35:13, 44:14, 44:16, 67:19, 67:21, 67:23 <b>adjusts</b> [1] - 33:21 <b>administration</b> [1] - 45:1 <b>administrators</b> [1] - 22:17 <b>adopt</b> [3] - 12:22, 41:4, 41:7 <b>adopted</b> [2] - 58:1,	<b>70:5</b> <b>adoption</b> [4] - 56:21, 56:22, 56:25, 57:25 <b>advantage</b> [1] - 75:18 <b>Advisory</b> [1] - 76:25 <b>advocating</b> [2] - 63:6, 76:21 <b>afford</b> [1] - 43:7 <b>affordable</b> [32] - 3:18, 4:24, 5:4, 7:1, 7:15, 7:17, 7:18, 9:25, 10:5, 11:20, 13:17, 15:9, 16:10, 20:6, 24:20, 35:12, 39:21, 39:25, 47:24, 51:21, 62:2, 62:5, 62:6, 62:16, 62:17, 78:8, 79:22, 80:25, 82:11, 83:18 <b>Affordable</b> [1] - 70:11 <b>Agenda</b> [1] - 3:3 <b>agenda</b> [2] - 16:22, 27:19 <b>aggregate</b> [1] - 50:24 <b>aggressive</b> [1] - 76:22 <b>ago</b> [4] - 53:12, 54:11, 54:15, 76:6 <b>agree</b> [5] - 65:25, 72:1, 72:4, 72:5, 77:22 <b>agreed</b> [3] - 14:6, 31:24, 68:7 <b>agreement</b> [55] - 5:3, 5:22, 5:24, 5:25, 6:1, 6:7, 6:14, 6:16, 6:18, 6:20, 7:6, 7:8, 7:9, 7:11, 7:23, 8:20, 10:4, 10:12, 16:12, 23:23, 30:8, 31:20, 35:22, 35:24, 49:23, 53:18, 53:20, 54:11, 54:12, 56:6, 56:8, 56:17, 57:8, 57:12, 57:15, 57:23, 57:24, 58:14, 61:13, 61:17, 62:4, 66:15, 66:18, 68:17, 72:6, 72:12, 79:21, 80:23, 82:9, 82:13, 83:14, 83:16 <b>Agreement</b> [1] - 3:10 <b>agreements</b> [14] - 3:11, 4:20, 4:25, 5:5, 5:19, 5:20, 5:21, 13:13, 26:23, 29:3, 29:10, 41:8, 53:23, 62:21 <b>agrees</b> [3] - 12:6, 31:5, 49:17 <b>ahead</b> [2] - 48:14, 75:16														
<b>0</b>	<b>07645</b> [1] - 1:7 <b>08/04/19</b> [1] - 86:18	<b>5</b>	<b>5</b> [1] - 60:19 <b>50</b> [2] - 47:24, 64:24 <b>538</b> [1] - 13:23 <b>542</b> [1] - 13:24 <b>550</b> [3] - 30:19, 67:20, 67:24 <b>57</b> [1] - 2:11 <b>584</b> [1] - 47:5 <b>59</b> [1] - 2:12 <b>5:00</b> [1] - 76:6	<b>6</b>	<b>600</b> [1] - 71:23 <b>61</b> [1] - 2:12 <b>62</b> [1] - 18:13 <b>66</b> [1] - 2:13 <b>666-3490</b> [1] - 1:25 <b>69</b> [1] - 39:21	<b>7</b>	<b>7</b> [3] - 9:21, 9:22, 76:18 <b>70</b> [1] - 45:21 <b>700</b> [1] - 71:23 <b>779</b> [1] - 13:24	<b>8</b>	<b>8</b> [13] - 6:24, 32:24, 32:25, 42:14, 48:8, 48:9, 48:12, 49:15, 50:19, 51:5, 52:1, 52:3, 52:6 <b>80</b> [1] - 6:25	<b>9</b>	<b>9.95</b> [1] - 37:19 <b>90</b> [1] - 31:15	<b>A</b>	<b>A&amp;P</b> [1] - 43:5 <b>ability</b> [1] - 9:15 <b>able</b> [11] - 6:13, 9:7, 10:4, 14:25, 15:18, 17:11, 20:8, 22:19, 53:21, 63:5 <b>absence</b> [1] - 70:3 <b>absolute</b> [1] - 53:16 <b>absolutely</b> [3] - 10:23, 33:7, 38:9					
<b>1</b>	<b>1</b> [3] - 10:19, 18:3, 63:1 <b>1,069,547</b> [1] - 18:22 <b>1.6</b> [1] - 40:22 <b>1.62</b> [1] - 18:11 <b>10</b> [6] - 20:25, 39:22, 46:3, 46:14, 47:24, 48:6 <b>100</b> [2] - 35:8, 55:11 <b>11.76</b> [1] - 18:13 <b>12</b> [3] - 1:6, 2:4, 16:2 <b>13</b> [1] - 6:21 <b>14</b> [1] - 1:5 <b>15</b> [7] - 10:3, 39:22, 62:15, 62:16, 64:21, 76:17, 78:9 <b>16</b> [2] - 2:5, 7:1 <b>160</b> [1] - 14:14 <b>163</b> [1] - 14:15 <b>181</b> [4] - 14:5, 14:7, 15:12, 69:6 <b>185</b> [5] - 9:23, 9:25, 14:8, 71:21, 76:18 <b>1994</b> [1] - 70:4	<b>3</b>	<b>3</b> [1] - 2:3 <b>30</b> [4] - 13:24, 33:2, 46:10, 55:15 <b>300</b> [1] - 62:10 <b>308</b> [1] - 7:14 <b>30th</b> [1] - 76:12 <b>34</b> [1] - 2:8 <b>350</b> [3] - 7:12, 71:21, 71:23 <b>384</b> [1] - 15:14 <b>365</b> [1] - 14:9 <b>37</b> [2] - 2:9, 9:24 <b>3:15</b> [1] - 76:6	<b>4</b>	<b>4,000</b> [2] - 43:5, 43:6 <b>4.3</b> [1] - 18:20 <b>4.4</b> [1] - 18:20 <b>41</b> [1] - 2:9 <b>42</b> [1] - 7:15 <b>43</b> [1] - 2:10 <b>44</b> [28] - 2:10, 7:14, 14:23, 15:1, 15:4, 30:23, 31:7, 31:11, 31:13, 31:15, 32:9, 32:15, 33:1, 33:4, 34:4, 46:9, 50:17, 51:4, 51:17, 55:4, 55:10, 70:24, 74:4, 74:5	<b>45</b> [1] - 36:19 <b>46</b> [1] - 31:17 <b>49</b> [2] - 2:11, 45:10	<b>5</b>	<b>5</b> [1] - 60:19 <b>50</b> [2] - 47:24, 64:24 <b>538</b> [1] - 13:23 <b>542</b> [1] - 13:24 <b>550</b> [3] - 30:19, 67:20, 67:24 <b>57</b> [1] - 2:11 <b>584</b> [1] - 47:5 <b>59</b> [1] - 2:12 <b>5:00</b> [1] - 76:6	<b>6</b>	<b>600</b> [1] - 71:23 <b>61</b> [1] - 2:12 <b>62</b> [1] - 18:13 <b>66</b> [1] - 2:13 <b>666-3490</b> [1] - 1:25 <b>69</b> [1] - 39:21	<b>7</b>	<b>7</b> [3] - 9:21, 9:22, 76:18 <b>70</b> [1] - 45:21 <b>700</b> [1] - 71:23 <b>779</b> [1] - 13:24	<b>8</b>	<b>8</b> [13] - 6:24, 32:24, 32:25, 42:14, 48:8, 48:9, 48:12, 49:15, 50:19, 51:5, 52:1, 52:3, 52:6 <b>80</b> [1] - 6:25	<b>9</b>	<b>9.95</b> [1] - 37:19 <b>90</b> [1] - 31:15	<b>A</b>	<b>A&amp;P</b> [1] - 43:5 <b>ability</b> [1] - 9:15 <b>able</b> [11] - 6:13, 9:7, 10:4, 14:25, 15:18, 17:11, 20:8, 22:19, 53:21, 63:5 <b>absence</b> [1] - 70:3 <b>absolute</b> [1] - 53:16 <b>absolutely</b> [3] - 10:23, 33:7, 38:9
<b>2</b>	<b>2</b> [8] - 18:3, 22:21, 37:21, 60:4, 60:6, 60:9, 63:1, 63:4 <b>2.7</b> [2] - 20:3, 20:17 <b>20</b> [21] - 9:24, 10:3, 10:5, 11:23, 20:25, 32:21, 32:25, 45:12, 45:13, 45:16, 48:13, 49:15, 50:9, 50:17, 51:5, 51:18, 51:20, 52:7, 52:11, 59:14, 70:4 <b>200</b> [1] - 30:20 <b>201</b> [1] - 1:25																	

**allow** [6] - 13:3, 25:17, 48:1, 66:24, 78:21, 78:24  
**allowed** [2] - 20:18, 51:14  
**allowing** [1] - 37:1  
**almost** [2] - 18:20, 37:22  
**alternative** [2] - 4:15, 34:8  
**ALWAN** [1] - 1:14  
**amazing** [1] - 84:24  
**amendment** [1] - 73:24  
**Americans** [1] - 38:17  
**amount** [8] - 7:20, 18:23, 18:25, 19:7, 35:6, 35:7, 63:18, 77:6  
**amove** [1] - 82:15  
**analysis** [3] - 3:12, 32:19, 38:11  
**analyze** [1] - 25:22  
**AND** [1] - 1:2  
**anger** [1] - 38:22  
**Annie** [2] - 15:21, 16:1  
**annual** [2] - 43:18, 43:19  
**answer** [2] - 40:5, 67:2  
**answered** [1] - 58:14  
**anticipated** [2] - 5:17, 30:21  
**anticipating** [1] - 74:14  
**anyway** [1] - 56:5  
**apartments** [1] - 75:23  
**apologize** [1] - 78:11  
**appear** [1] - 22:11  
**application** [6] - 41:10, 56:23, 57:1, 57:20, 58:3, 58:4  
**applications** [2] - 16:19, 41:12  
**applied** [1] - 65:19  
**apply** [8] - 15:1, 15:4, 18:6, 31:8, 31:23, 31:25, 34:1, 68:20  
**Appointed** [1] - 72:10  
**appointing** [1] - 64:8  
**appreciate** [1] - 84:12  
**approval** [1] - 41:15  
**approve** [2] - 5:2, 5:6  
**approved** [10] - 5:1, 41:9, 41:22, 46:22, 46:25, 56:10, 56:21, 57:9, 60:10, 76:20  
**approves** [2] - 29:5, 34:25  
**approving** [4] - 79:20, 80:22, 82:8, 83:16

**architectural** [1] - 38:2  
**architecturally** [1] - 37:21  
**architecturals** [1] - 40:9  
**architecture** [1] - 25:7  
**area** [4] - 12:20, 12:21, 37:24, 60:25  
**ARENDACS** [7] - 1:10, 75:3, 79:5, 80:6, 81:8, 82:21, 84:1  
**Arendacs** [7] - 36:21, 75:2, 79:4, 80:5, 81:7, 82:20, 83:25  
**arguing** [1] - 53:4  
**argument** [1] - 50:4  
**arguments** [1] - 8:13  
**ARNOLD** [2] - 1:24, 86:17  
**art** [1] - 11:18  
**aside** [1] - 10:2, 10:3, 11:24, 15:17, 16:5, 16:7, 33:1, 48:13, 49:16, 51:5, 52:11  
**associated** [3] - 8:4, 10:9, 72:20  
**assume** [1] - 48:16  
**assuming** [3] - 28:2, 48:17, 56:9  
**assumptions** [1] - 21:9  
**ate** [1] - 33:9  
**attend** [1] - 63:23  
**attention** [1] - 37:13  
**attorney** [5] - 3:16, 53:9, 58:22, 86:7, 86:9  
**ATTORNEY** [1] - 1:16  
**attorneys** [1] - 4:6  
**attractive** [1] - 69:9  
**audio** [3] - 3:2, 85:2, 86:3  
**AUDIO** [1] - 1:3  
**Auth** [1] - 73:18  
**authorizes** [1] - 6:17  
**authorizing** [1] - 82:12  
**available** [10] - 11:22, 19:8, 30:17, 33:3, 33:20, 50:21, 58:15, 58:18, 58:22, 59:18  
**averaging** [1] - 76:19  
**avoid** [1] - 30:8  
**avoiding** [1] - 10:21  
**avoids** [2] - 8:5, 8:17  
**aware** [1] - 54:4  
**aye** [2] - 71:8, 71:9  
**aye** [1] - 27:17

## B

**backed** [1] - 75:8  
**ballpark** [1] - 9:10  
**bank** [7] - 31:8, 35:5, 50:17, 50:21, 51:4, 52:7, 74:4  
**barrel** [1] - 69:13  
**based** [6] - 23:4, 35:1, 38:22, 42:13, 46:9, 62:22  
**battle** [2] - 8:21, 8:23  
**become** [1] - 33:2  
**becomes** [2] - 33:20, 56:1  
**becoming** [1] - 50:20  
**began** [1] - 68:13  
**begin** [1] - 53:12  
**beginning** [4] - 16:14, 58:23, 76:18, 81:15  
**belabor** [1] - 7:11  
**benefit** [2] - 15:13, 81:17  
**benefits** [1] - 67:15  
**Benz** [4] - 14:22, 15:7, 80:21, 81:12  
**BERGEN** [1] - 1:1  
**Bergen** [3] - 63:9, 63:10, 63:20  
**best** [15] - 23:21, 23:25, 24:19, 25:24, 53:4, 53:13, 53:16, 67:1, 67:6, 68:4, 69:18, 77:11, 81:14, 81:18  
**Beth** [1] - 17:3  
**better** [11] - 9:6, 9:7, 10:25, 26:24, 28:14, 35:10, 40:14, 54:8, 65:3, 75:11, 77:24  
**between** [7] - 6:4, 6:5, 23:1, 42:13, 42:14, 43:6, 70:10  
**beyond** [2] - 14:11, 14:23  
**big** [4] - 11:10, 14:21, 31:25, 70:22  
**bigger** [3] - 27:5, 49:8  
**biggest** [1] - 55:14  
**bill** [2] - 19:3, 21:23  
**binding** [1] - 6:19  
**bit** [2] - 19:5, 37:8  
**blame** [1] - 73:9  
**blessed** [1] - 36:23  
**Board** [12] - 9:17, 27:1, 41:21, 56:12, 56:19, 57:8, 57:13, 57:17, 57:23, 58:3, 60:3, 63:20  
**BOARD** [34] - 3:21,

27:15, 32:17, 45:18, 45:21, 45:24, 46:1, 48:3, 50:16, 51:12, 52:3, 52:17, 59:16, 59:22, 60:1, 60:22, 62:24, 66:1, 68:18, 68:25, 71:5, 71:7, 78:17, 78:25, 79:2, 79:17, 79:25, 80:2, 81:2, 81:4, 82:15, 82:17, 83:20, 83:22  
**board** [4] - 14:20, 26:4, 26:7, 60:14  
**Bob** [1] - 73:18  
**body** [3] - 64:14, 67:4, 67:5  
**bond** [10] - 20:15, 20:20, 20:24, 22:19, 22:20, 58:25, 59:5, 59:23, 60:12, 60:14  
**bonding** [1] - 59:19  
**bonus** [5] - 14:16, 48:1, 48:15, 52:10, 52:12  
**border** [1] - 9:21  
**Borough** [8] - 3:16, 4:6, 16:6, 22:2, 25:16, 25:25, 26:8, 65:21  
**BOROUGH** [4] - 1:1, 1:15, 1:16, 1:16  
**Borough's** [2] - 80:24, 83:17  
**bottom** [2] - 18:20, 20:3  
**break** [2] - 71:12, 84:25  
**breaks** [1] - 29:14  
**breath** [1] - 26:13  
**Brian** [1] - 39:11  
**bridge** [1] - 30:9  
**Bridge** [1] - 65:22  
**bridges** [1] - 63:17  
**brief** [4] - 13:11, 16:19, 23:10, 77:16  
**bring** [1] - 19:24  
**Brothers** [1] - 7:4  
**Brunswick** [3] - 29:15, 29:17, 54:7  
**budget** [8] - 18:16, 18:23, 59:20, 60:7, 60:12, 63:1, 63:5, 63:7  
**budgets** [1] - 20:14  
**bulld** [9] - 20:16, 39:20, 39:24, 43:2, 46:11, 48:18, 48:19, 51:18, 51:20  
**bullder** [1] - 43:2  
**bullders** [2] - 75:18,

75:25  
**Builders** [1] - 29:16  
**building** [6] - 42:1, 42:6, 42:7, 43:2, 48:20, 51:4  
**buildings** [4] - 24:5, 24:6, 25:4, 37:11  
**built** [3] - 21:17, 42:4, 43:9  
**bullet** [1] - 35:8  
**bunch** [1] - 50:22  
**burden** [2] - 8:3, 64:12  
**business** [1] - 45:13

## C

**C.C.R** [2] - 1:24, 86:17  
**candidates** [1] - 63:12  
**candidly** [1] - 73:19  
**cap** [14] - 19:10, 19:11, 19:13, 19:15, 19:18, 20:4, 20:10, 52:10, 60:5, 60:9, 63:2, 63:4  
**capability** [1] - 20:25  
**capital** [2] - 19:9, 19:17  
**caps** [2] - 21:3, 21:5  
**capture** [1] - 48:13  
**Cardinale** [1] - 73:18  
**care** [1] - 27:4  
**career** [1] - 55:19  
**Carey** [2] - 2:12, 62:19  
**carries** [4] - 83:12, 83:13, 84:19, 84:20  
**case** [14] - 3:24, 3:25, 4:13, 28:19, 28:23, 32:14, 33:23, 34:17, 34:23, 39:2, 54:6, 54:8, 55:21, 55:22  
**cases** [3] - 4:16, 28:25, 74:2  
**categories** [1] - 18:7  
**caution** [1] - 22:15  
**Center** [19] - 5:25, 6:2, 6:8, 6:15, 6:16, 10:24, 11:2, 12:15, 13:7, 13:13, 13:23, 14:25, 30:8, 31:20, 34:24, 68:6, 83:17  
**certain** [5] - 11:12, 35:1, 35:6, 35:7, 75:23  
**CERTIFY** [2] - 86:2, 86:6  
**CFO** [1] - 23:2  
**Chairman** [2] - 3:12, 23:8  
**chairman** [1] - 17:1  
**chamber** [1] - 39:7

<b>Chambers</b> [1] - 1:6 <b>chambers</b> [1] - 23:24 <b>chance</b> [2] - 16:24, 26:12 <b>change</b> [9] - 15:4, 23:9, 32:13, 35:2, 43:9, 66:16, 67:7, 67:8, 69:21 <b>changed</b> [4] - 5:15, 30:15, 31:24, 70:21 <b>changes</b> [7] - 21:5, 36:4, 44:20, 66:22, 70:17, 70:23, 70:25 <b>changing</b> [2] - 67:8, 70:4 <b>chaos</b> [1] - 24:13 <b>character</b> [1] - 24:6 <b>charged</b> [1] - 44:3 <b>chart</b> [1] - 43:16 <b>Cherry</b> [5] - 34:25, 53:22, 54:7, 68:20 <b>children</b> [1] - 39:8 <b>childrens</b> [1] - 39:9 <b>childrens'</b> [1] - 39:9 <b>choice</b> [4] - 49:18, 49:24, 60:5, 67:22 <b>choices</b> [1] - 67:18 <b>choose</b> [1] - 49:19 <b>chose</b> [1] - 61:11 <b>chosen</b> [1] - 63:3 <b>Chosen</b> [1] - 63:20 <b>Chris</b> [3] - 60:18, 60:19, 60:23 <b>CHRISTOPHER</b> [1] - 1:15 <b>circumstance</b> [7] - 15:4, 31:24, 35:5, 36:4, 50:3, 61:24, 70:1 <b>circumstances</b> [8] - 5:15, 30:15, 32:13, 35:1, 35:2, 66:16, 69:24, 70:23 <b>citizens</b> [1] - 38:9 <b>Claus</b> [1] - 9:13 <b>clean</b> [2] - 24:13, 65:14 <b>clear</b> [10] - 22:21, 24:3, 24:5, 33:12, 35:14, 46:22, 66:14, 68:18, 74:9 <b>CLERK</b> [34] - 1:15, 79:4, 79:6, 79:8, 79:10, 79:12, 79:14, 80:5, 80:7, 80:9, 80:11, 80:13, 80:15, 80:18, 81:7, 81:9, 81:23, 81:25, 82:2, 82:4, 82:20, 82:22, 83:4, 83:6, 83:8,	83:10, 83:12, 83:25, 84:2, 84:4, 84:6, 84:8, 84:10, 84:20 <b>CLERK/ ADMINISTRATOR</b> [1] - 1:14 <b>climate</b> [1] - 8:24 <b>close</b> [4] - 19:12, 39:5, 71:4, 75:13 <b>closer</b> [2] - 25:12, 75:10 <b>COAH</b> [10] - 3:18, 33:17, 44:3, 44:5, 45:2, 46:14, 70:4, 72:9, 73:6 <b>COAH's</b> [1] - 44:7 <b>cofounder</b> [1] - 37:19 <b>collect</b> [1] - 19:4 <b>column</b> [5] - 17:22, 17:24, 18:4, 18:18, 18:19 <b>Column</b> [2] - 18:3 <b>columns</b> [1] - 17:21 <b>comfortable</b> [3] - 69:5, 75:14, 75:15 <b>coming</b> [12] - 16:18, 26:15, 41:25, 42:8, 42:13, 42:17, 43:12, 60:17, 67:3, 67:4, 71:20, 77:4 <b>commend</b> [1] - 77:3 <b>comment</b> [3] - 55:9, 73:1, 77:17 <b>comments</b> [3] - 27:11, 55:1, 84:13 <b>COMMISSION</b> [1] - 86:18 <b>commitment</b> [1] - 57:15 <b>Committee</b> [3] - 3:11, 17:1, 72:9 <b>committee</b> [5] - 23:1, 26:19, 26:20, 42:12, 42:16 <b>committees</b> [1] - 42:15 <b>common</b> [1] - 9:11 <b>commonly</b> [1] - 15:20 <b>communities</b> [1] - 34:2 <b>community</b> [8] - 4:10, 4:17, 10:16, 11:7, 25:2, 69:9 <b>compared</b> [1] - 6:23 <b>complete</b> [2] - 12:9, 33:13 <b>completely</b> [1] - 70:22 <b>Compliance</b> [2] - 5:9, 5:10 <b>compliance</b> [1] - 57:3	<b>component</b> [1] - 16:4 <b>Computerized</b> [1] - 1:24 <b>concept</b> [5] - 7:7, 10:9, 10:20, 28:5 <b>concern</b> [1] - 41:13 <b>concerned</b> [2] - 20:5, 75:4 <b>concerning</b> [1] - 82:13 <b>concerns</b> [1] - 65:12 <b>concessions</b> [1] - 54:9 <b>concludes</b> [2] - 50:6, 85:2 <b>condemnation</b> [1] - 61:9 <b>condition</b> [1] - 38:16 <b>conditions</b> [2] - 56:8, 56:16 <b>conference</b> [2] - 3:25, 28:20 <b>confident</b> [1] - 26:6 <b>confirm</b> [1] - 37:13 <b>congratulations</b> [2] - 36:15, 36:20 <b>connection</b> [1] - 82:10 <b>connections</b> [1] - 17:6 <b>cons</b> [1] - 77:20 <b>conscious</b> [1] - 25:17 <b>consideration</b> [1] - 29:21 <b>consolidation</b> [1] - 63:9 <b>Constitution</b> [1] - 38:21 <b>Constitutional</b> [1] - 73:24 <b>constitutional</b> [1] - 68:21 <b>constructed</b> [2] - 11:21, 41:17 <b>construction</b> [7] - 6:25, 8:4, 14:20, 19:14, 20:16, 25:25, 42:6 <b>contemplates</b> [2] - 6:25, 7:12 <b>contemporary</b> [1] - 37:22 <b>contend</b> [1] - 64:19 <b>content</b> [1] - 26:22 <b>context</b> [8] - 33:3, 33:18, 67:2, 67:6, 67:15, 67:17, 67:25, 68:4 <b>contingencies</b> [2] - 54:3, 55:6 <b>continue</b> [9] - 25:18, 37:15, 40:12, 52:23, 65:15, 77:24	<b>contract</b> [2] - 7:4, 68:22 <b>contractually</b> [1] - 68:19 <b>contributor</b> [1] - 37:6 <b>control</b> [13] - 4:7, 4:17, 4:21, 4:23, 13:1, 13:4, 25:7, 25:9, 28:12, 40:9, 48:18, 83:2 <b>controlled</b> [1] - 12:25 <b>conversation</b> [1] - 46:8 <b>cooperative</b> [1] - 65:14 <b>copy</b> [1] - 17:10 <b>corporate</b> [3] - 21:14, 22:7, 25:11 <b>correct</b> [5] - 40:6, 40:18, 47:13, 51:24, 80:17 <b>cost</b> [1] - 39:21 <b>council</b> [5] - 16:24, 23:2, 23:6, 84:14 <b>COUNCIL</b> [9] - 1:2, 1:3, 1:10, 1:11, 1:11, 1:12, 1:12, 1:13, 2:13 <b>Council</b> [39] - 1:6, 23:11, 26:25, 52:24, 53:3, 70:11, 71:11, 71:13, 77:6, 79:4, 79:6, 79:8, 79:10, 79:12, 79:14, 80:5, 80:7, 80:9, 80:11, 80:13, 80:15, 81:7, 81:9, 81:23, 81:25, 82:2, 82:4, 82:20, 82:22, 83:4, 83:6, 83:8, 83:10, 83:25, 84:2, 84:4, 84:6, 84:8, 84:10 <b>councilman</b> [1] - 77:10 <b>COUNCILMAN</b> [28] - 2:5, 27:13, 43:18, 72:16, 75:3, 77:16, 78:4, 79:5, 79:11, 79:13, 79:15, 80:6, 80:12, 80:14, 80:16, 80:19, 81:8, 82:1, 82:3, 82:5, 82:21, 83:7, 83:9, 83:11, 84:1, 84:7, 84:9, 84:11 <b>Councilman</b> [11] - 16:17, 17:8, 26:15, 36:21, 36:25, 50:15, 72:15, 75:1, 77:15, 78:3, 78:18	<b>councils</b> [1] - 65:3 <b>COUNCILWOMAN</b> [12] - 71:15, 71:19, 79:7, 79:9, 80:8, 80:10, 81:10, 81:24, 82:23, 83:5, 84:3, 84:5 <b>Councilwoman</b> [5] - 17:2, 36:21, 71:13, 71:18, 72:16 <b>COUNSEL</b> [2] - 1:17, 1:17 <b>counsel</b> [5] - 28:1, 44:1, 69:12, 86:7, 86:9 <b>Counsel</b> [1] - 3:9 <b>count</b> [3] - 30:16, 47:8, 48:1 <b>counties</b> [1] - 64:3 <b>countless</b> [1] - 23:14 <b>counts</b> [1] - 50:8 <b>County</b> [17] - 18:13, 21:20, 38:15, 63:8, 63:9, 63:10, 63:13, 63:14, 63:16, 63:20, 64:21, 65:13, 65:17, 65:20, 65:23 <b>COUNTY</b> [1] - 1:1 <b>couple</b> [3] - 3:5, 32:15, 39:13 <b>courage</b> [1] - 36:23 <b>course</b> [3] - 63:19, 72:22, 77:8 <b>Court</b> [7] - 24:11, 34:23, 44:6, 68:19, 68:21, 72:10, 74:1 <b>court</b> [16] - 3:24, 3:25, 4:1, 5:2, 5:6, 12:3, 30:4, 31:5, 33:15, 34:25, 49:16, 49:17, 50:4, 50:6, 82:12 <b>courts</b> [5] - 24:12, 25:21, 44:6, 70:17, 76:13 <b>Courtyard</b> [1] - 21:21 <b>cover</b> [2] - 42:10, 44:8 <b>covered</b> [1] - 13:6 <b>covers</b> [1] - 51:5 <b>create</b> [9] - 12:2, 14:23, 15:19, 34:8, 38:2, 48:14 <b>created</b> [4] - 24:13, 35:5, 38:3, 44:3 <b>creates</b> [1] - 49:4 <b>creating</b> [2] - 12:11, 45:3 <b>credits</b> [4] - 14:16, 48:14, 51:7, 52:13 <b>criticizes</b> [1] - 39:1 <b>cross</b> [2] - 9:9, 30:9
---	--	---	---	--

<p><b>crossed</b> [1] - 38:10  <b>crown</b> [1] - 81:15  <b>CSO</b> [1] - 17:4  <b>culture</b> [1] - 39:5  <b>current</b> [1] - 17:22  <b>Curry</b> [7] - 36:21, 71:14, 79:6, 80:7, 81:9, 82:22, 84:2  <b>CURRY</b> [7] - 1:11, 71:15, 79:7, 80:8, 81:10, 82:23, 84:3  <b>Curry's</b> [1] - 84:12  <b>cushion</b> [3] - 15:10, 33:1, 68:12  <b>cut</b> [2] - 31:16, 61:19  <b>cycle</b> [4] - 44:1, 44:4, 44:9, 44:12  <b>cycles</b> [1] - 43:25</p>	<p>64:15, 64:16  <b>Democrats</b> [3] - 63:24, 64:1, 65:10  <b>densities</b> [4] - 4:14, 6:23, 13:4, 69:4  <b>density</b> [8] - 6:22, 11:23, 15:19, 31:6, 47:20, 50:19, 71:25, 75:22  <b>Department</b> [1] - 63:10  <b>deplorable</b> [2] - 38:15, 63:17  <b>depressed</b> [1] - 78:6  <b>DEPUTY</b> [1] - 1:15  <b>deserve</b> [2] - 26:18, 64:24  <b>design</b> [1] - 25:7  <b>desirable</b> [1] - 4:17  <b>detail</b> [1] - 11:9  <b>determine</b> [2] - 13:2, 42:12  <b>determined</b> [1] - 25:8  <b>develop</b> [4] - 26:21, 37:17, 47:10, 49:15  <b>developed</b> [7] - 4:22, 6:22, 11:22, 12:6, 41:14, 44:17, 47:8  <b>developer</b> [16] - 7:6, 8:12, 9:5, 13:13, 28:13, 30:18, 31:11, 41:9, 41:15, 47:18, 47:19, 50:13, 56:23, 58:1, 58:2, 81:14  <b>developer's</b> [1] - 8:6  <b>developers</b> [13] - 4:9, 4:16, 24:4, 24:24, 28:8, 28:9, 28:15, 29:16, 37:2, 68:9, 75:20, 75:25, 76:23  <b>developers'</b> [1] - 25:5  <b>Development</b> [7] - 11:18, 11:19, 12:1, 12:3, 12:8, 12:12, 47:9  <b>development</b> [17] - 7:21, 14:7, 16:1, 20:7, 22:4, 25:11, 30:18, 38:1, 41:3, 41:10, 56:23, 58:3, 58:4, 61:18, 76:22, 78:7, 83:2  <b>developments</b> [6] - 24:21, 26:1, 26:5, 26:8, 26:16, 38:5  <b>DIETER</b> [1] - 1:12  <b>different</b> [13] - 8:14, 8:24, 9:10, 9:14, 18:7, 37:4, 37:8, 37:9, 39:17, 47:5,</p>	<p>64:7, 64:9  <b>differential</b> [1] - 21:14  <b>difficult</b> [1] - 77:8  <b>direct</b> [1] - 74:20  <b>direction</b> [1] - 37:7  <b>directly</b> [2] - 21:18, 21:24  <b>disappear</b> [1] - 25:4  <b>disappointment</b> [1] - 53:1  <b>discretionary</b> [1] - 12:20  <b>discuss</b> [1] - 37:1  <b>discussing</b> [1] - 66:12  <b>discussion</b> [5] - 21:4, 80:3, 81:5, 82:18, 83:23  <b>discussions</b> [1] - 40:12  <b>disgusting</b> [1] - 78:6  <b>dispute</b> [2] - 13:19, 13:21  <b>disrespect</b> [1] - 39:2  <b>distinct</b> [1] - 21:18  <b>District</b> [1] - 15:21  <b>district</b> [2] - 22:18  <b>districts</b> [3] - 25:13, 60:5, 80:8  <b>division</b> [1] - 7:3  <b>DO</b> [1] - 86:6  <b>doctrine</b> [4] - 43:25, 44:20, 44:21, 44:23  <b>documents</b> [1] - 76:8  <b>DOER</b> [1] - 1:15  <b>dollar</b> [1] - 18:25  <b>dollars</b> [6] - 18:8, 18:15, 39:22, 59:15, 65:17  <b>domain</b> [1] - 61:2  <b>done</b> [7] - 35:4, 43:3, 53:8, 68:5, 70:4, 73:3, 73:19  <b>DONNA</b> [1] - 1:24  <b>DONNALYNN</b> [1] - 86:17  <b>double</b> [2] - 8:2, 8:3  <b>doubt</b> [2] - 28:24, 33:25  <b>DOUGLAS</b> [1] - 1:10  <b>down</b> [13] - 6:8, 10:8, 11:11, 11:12, 11:14, 12:8, 19:6, 28:22, 30:20, 50:24, 55:13, 59:20, 72:2  <b>downtown</b> [1] - 26:21  <b>drafted</b> [1] - 53:24  <b>dramatic</b> [1] - 30:11  <b>dress</b> [1] - 69:14  <b>Drive</b> [3] - 1:6, 27:23, 79:22</p>	<p><b>driver's</b> [2] - 16:8, 30:25  <b>due</b> [2] - 17:17, 55:1</p>	<p><b>E</b></p> <p><b>Eagle</b> [1] - 39:11  <b>easily</b> [2] - 41:20, 41:22  <b>easy</b> [2] - 4:12, 4:13  <b>eat</b> [2] - 33:3, 51:10  <b>edge</b> [1] - 26:11  <b>educated</b> [1] - 38:20  <b>education</b> [2] - 63:4, 65:8  <b>Education</b> [1] - 60:3  <b>educational</b> [1] - 21:6  <b>Edwards</b> [2] - 11:8, 72:20  <b>EDWARDS</b> [5] - 1:17, 2:4, 13:11, 32:19, 33:25  <b>effects</b> [1] - 69:8  <b>effort</b> [1] - 78:21  <b>eight</b> [2] - 52:25, 73:5  <b>either</b> [6] - 20:15, 55:11, 59:17, 62:7, 70:10, 70:11  <b>Elect</b> [5] - 37:4, 63:2, 64:10, 65:7, 65:11  <b>elect</b> [2] - 21:4, 63:24  <b>elected</b> [6] - 25:15, 26:10, 36:15, 36:20, 37:5, 37:8  <b>electing</b> [1] - 84:11  <b>election</b> [1] - 60:7  <b>electronically</b> [1] - 17:11  <b>eliminate</b> [1] - 35:12  <b>ELIZABETH</b> [1] - 1:11  <b>embody</b> [1] - 5:5  <b>eminent</b> [1] - 61:2  <b>emotional</b> [1] - 38:24  <b>employee</b> [2] - 86:7, 86:9  <b>employees</b> [3] - 43:5, 43:8, 43:7  <b>empower</b> [1] - 10:15  <b>empowers</b> [2] - 50:13, 68:8  <b>enable</b> [1] - 9:17  <b>enables</b> [1] - 10:7  <b>enacted</b> [1] - 44:2  <b>encompasses</b> [1] - 83:15  <b>encourage</b> [3] - 12:21, 12:24, 65:10  <b>end</b> [6] - 7:5, 7:7, 9:6, 14:1, 23:24, 52:1  <b>energy</b> [1] - 77:6</p>	<p><b>engaged</b> [1] - 74:20  <b>ENGINEER</b> [1] - 1:15  <b>engineering</b> [1] - 64:18  <b>ensure</b> [2] - 24:8, 25:25  <b>entertain</b> [1] - 78:20  <b>entire</b> [1] - 33:4  <b>entitled</b> [4] - 11:16, 28:10, 44:15  <b>entrance</b> [1] - 61:3  <b>envelope</b> [1] - 11:3  <b>envisions</b> [2] - 57:25, 61:18  <b>especially</b> [1] - 27:3  <b>ESQ</b> [2] - 2:3, 2:4  <b>essence</b> [1] - 41:5  <b>essential</b> [1] - 42:22  <b>essentially</b> [1] - 19:8  <b>establish</b> [1] - 12:5  <b>established</b> [2] - 67:4, 67:5  <b>establishing</b> [2] - 44:4, 44:8  <b>estate</b> [1] - 14:7  <b>Evans</b> [3] - 2:12, 36:18, 62:19  <b>evening</b> [6] - 3:15, 36:14, 39:10, 45:8, 45:9, 52:18  <b>event</b> [4] - 15:10, 17:17, 20:14, 21:16  <b>events</b> [1] - 10:8  <b>exactly</b> [1] - 69:14  <b>example</b> [2] - 21:20, 57:10  <b>exceed</b> [2] - 31:11, 35:9  <b>excited</b> [2] - 37:23, 38:14  <b>excuse</b> [2] - 54:18  <b>excused</b> [1] - 52:17  <b>Executive</b> [1] - 85:18  <b>exempted</b> [2] - 19:15, 19:17  <b>exhaust</b> [1] - 24:8  <b>exhausted</b> [1] - 26:22  <b>exhibit</b> [2] - 17:10, 17:15  <b>exist</b> [1] - 33:5  <b>existent</b> [1] - 25:8  <b>existing</b> [1] - 25:11  <b>exists</b> [1] - 34:18  <b>exit</b> [1] - 61:3  <b>expect</b> [3] - 21:13, 26:2, 30:11  <b>expectation</b> [1] - 22:1  <b>expected</b> [1] - 79:21  <b>expense</b> [3] - 22:5,</p>
--	--	--	--	--	--

<p>22:10, 39:20 <b>expenses</b> [2] - 20:23, 22:3 <b>expensive</b> [3] - 23:15, 61:11, 65:16 <b>experienced</b> [1] - 26:7 <b>expert</b> [3] - 22:15, 67:20, 72:18 <b>experts</b> [2] - 13:22, 77:18 <b>expire</b> [1] - 44:9 <b>EXPIRES</b> [1] - 86:18 <b>explain</b> [1] - 43:22 <b>explained</b> [1] - 58:24 <b>exposed</b> [1] - 54:2 <b>exposure</b> [3] - 53:24, 53:25, 55:8 <b>express</b> [1] - 52:25 <b>expressly</b> [1] - 15:3 <b>extend</b> [1] - 76:14 <b>extends</b> [1] - 38:8 <b>extension</b> [2] - 29:5, 42:18 <b>extent</b> [4] - 10:6, 29:10, 33:8, 48:9 <b>extra</b> [1] - 27:6 <b>extremely</b> [3] - 24:19, 67:5, 68:6</p>	<p><b>families</b> [2] - 36:23, 41:25 <b>family</b> [7] - 10:5, 16:6, 16:9, 25:10, 25:12, 37:6, 77:7 <b>far</b> [9] - 11:4, 23:6, 30:10, 62:1, 62:10, 62:11, 65:3, 72:12, 76:15 <b>farmlike</b> [2] - 37:22, 38:1 <b>fast</b> [1] - 76:10 <b>father</b> [1] - 38:20 <b>fault</b> [1] - 74:10 <b>favor</b> [4] - 13:12, 27:16, 71:8, 78:12 <b>favorable</b> [3] - 11:6, 15:19, 45:3 <b>fear</b> [1] - 25:14 <b>federal</b> [1] - 73:12 <b>feedback</b> [2] - 23:18, 26:6 <b>felt</b> [1] - 72:17 <b>Female</b> [2] - 2:8, 2:11 <b>FEMALE</b> [30] - 3:21, 32:17, 36:14, 36:18, 48:3, 51:12, 52:3, 52:19, 54:25, 56:16, 57:5, 57:16, 57:22, 58:6, 58:13, 58:19, 58:25, 59:6, 59:13, 59:21, 59:25, 60:22, 62:20, 62:25, 65:24, 66:3, 66:6, 71:7, 79:2, 80:2 <b>Ferrara</b> [1] - 52:19 <b>few</b> [3] - 46:8, 66:21, 76:6 <b>field</b> [2] - 72:19, 77:1 <b>fight</b> [3] - 25:19, 25:20, 25:21 <b>fighting</b> [4] - 9:3, 52:22, 53:1, 71:25 <b>figure</b> [5] - 42:16, 44:7, 59:9, 74:3, 84:15 <b>figured</b> [1] - 42:20 <b>file</b> [4] - 3:2, 56:23, 57:20, 58:2 <b>filed</b> [2] - 29:16, 57:1 <b>filling</b> [1] - 52:9 <b>final</b> [2] - 6:18, 26:7 <b>finally</b> [1] - 11:11 <b>Finance</b> [2] - 3:11, 17:1 <b>finance</b> [4] - 3:12, 20:12, 22:13, 22:16 <b>finances</b> [1] - 16:18 <b>financial</b> [3] - 21:10, 22:2, 76:1</p>	<p><b>financially</b> [1] - 86:10 <b>financing</b> [1] - 22:12 <b>fine</b> [1] - 13:23 <b>finish</b> [1] - 67:11 <b>fire</b> [1] - 42:22 <b>firm</b> [1] - 3:19 <b>firms</b> [1] - 3:23 <b>first</b> [12] - 6:20, 8:8, 13:16, 15:17, 17:19, 17:22, 29:3, 31:21, 36:14, 36:24, 39:13, 39:18 <b>fit</b> [1] - 24:5 <b>five</b> [12] - 16:21, 17:16, 18:18, 27:12, 30:4, 32:2, 32:7, 46:2, 47:3, 58:8, 72:1, 84:25 <b>five-year</b> [1] - 30:4 <b>fix</b> [1] - 65:22 <b>fixing</b> [1] - 19:10 <b>flawed</b> [1] - 24:19 <b>flexibility</b> [1] - 62:8 <b>float</b> [3] - 19:16, 20:15, 20:24 <b>floor</b> [1] - 3:8 <b>fluid</b> [1] - 58:16 <b>follow</b> [2] - 39:23, 51:13 <b>follow-up</b> [2] - 39:23, 51:13 <b>following</b> [3] - 3:1, 5:4, 46:18 <b>forces</b> [1] - 41:16 <b>forcing</b> [1] - 8:5 <b>foregoing</b> [1] - 86:2 <b>forget</b> [1] - 43:4 <b>form</b> [1] - 10:13 <b>formally</b> [1] - 63:22 <b>formed</b> [1] - 76:24 <b>forming</b> [1] - 23:1 <b>formulas</b> [1] - 42:13 <b>fors</b> [1] - 77:20 <b>forth</b> [2] - 55:10, 86:5 <b>fortune</b> [1] - 67:9 <b>forward</b> [4] - 27:20, 65:12, 73:10, 76:20 <b>fought</b> [3] - 8:21, 39:7, 63:9 <b>foundation</b> [1] - 37:6 <b>four</b> [4] - 4:20, 5:21, 10:10, 72:2 <b>fourth</b> [1] - 44:11 <b>framework</b> [1] - 69:19 <b>FRAN</b> [1] - 1:15 <b>frankly</b> [2] - 22:7, 24:10 <b>free</b> [1] - 41:9 <b>freedom</b> [1] - 39:7</p>	<p><b>Freeholders</b> [1] - 63:21 <b>friends</b> [3] - 25:14, 64:15, 64:17 <b>front</b> [1] - 5:1 <b>full</b> [3] - 33:13, 33:16, 48:18 <b>fully</b> [1] - 8:1 <b>functional</b> [1] - 23:1 <b>functions</b> [1] - 44:7 <b>fund</b> [1] - 18:10 <b>fungible</b> [1] - 20:19 <b>FURTHER</b> [1] - 86:6 <b>future</b> [6] - 4:10, 15:10, 69:2, 69:7, 75:16, 83:2</p>	<p><b>git</b> [1] - 53:8 <b>git-go</b> [1] - 53:8 <b>given</b> [3] - 53:6, 54:15, 69:18 <b>glad</b> [1] - 28:5 <b>Glen</b> [5] - 7:13, 7:16, 7:18, 39:19, 62:7 <b>global</b> [2] - 6:12, 12:13 <b>GLOEGGLER</b> [7] - 1:11, 71:19, 79:9, 80:10, 81:24, 83:5, 84:5 <b>Gloeggler</b> [8] - 17:3, 71:18, 72:17, 79:8, 80:9, 81:23, 83:4, 84:4 <b>golf</b> [1] - 63:18 <b>Gottheimer</b> [1] - 73:11 <b>government</b> [1] - 63:13 <b>Government</b> [1] - 63:14 <b>governor</b> [2] - 21:4, 63:24 <b>Governor</b> [6] - 37:4, 63:2, 64:10, 65:7, 65:11, 73:17 <b>governorship</b> [1] - 73:5 <b>grand</b> [1] - 30:10 <b>grant</b> [1] - 51:3 <b>grants</b> [2] - 65:19, 65:20 <b>grave</b> [1] - 73:21 <b>gray</b> [1] - 12:20 <b>greater</b> [2] - 8:14, 44:16 <b>GREEN</b> [1] - 1:16 <b>ground</b> [1] - 61:5 <b>group</b> [2] - 51:1, 84:24 <b>Group</b> [3] - 60:25, 76:25, 80:24 <b>guards</b> [2] - 35:25 <b>guess</b> [1] - 49:9 <b>guessing</b> [1] - 45:12 <b>guy</b> [2] - 49:13, 49:14 <b>guys</b> [5] - 14:3, 17:11, 36:5, 53:16</p>
<p><b>F</b></p> <p><b>face</b> [3] - 21:21, 24:19, 53:23 <b>facilities</b> [3] - 20:16, 21:1, 22:14 <b>facility</b> [1] - 45:14 <b>fact</b> [10] - 4:5, 6:15, 7:5, 28:17, 35:15, 38:12, 38:13, 38:22, 39:5 <b>factored</b> [1] - 74:15 <b>facts</b> [4] - 38:25, 53:5, 54:20, 54:22 <b>Fair</b> [32] - 3:10, 5:25, 6:1, 6:8, 6:15, 6:16, 10:23, 10:24, 11:2, 11:12, 11:14, 12:14, 13:6, 13:12, 13:17, 13:19, 13:23, 13:25, 14:25, 24:24, 30:7, 31:20, 34:23, 34:24, 37:6, 44:2, 64:12, 68:6, 72:6, 72:19, 83:14, 83:17 <b>fair</b> [2] - 34:13, 41:18 <b>fairness</b> [4] - 41:7, 57:2, 64:9, 82:13 <b>faith</b> [2] - 30:13, 76:15 <b>familiar</b> [2] - 5:23, 20:13</p>	<p><b>H</b></p> <p><b>half</b> [11] - 31:16, 38:15, 50:20, 51:2, 51:10, 52:22, 61:19, 63:16, 64:23, 65:17, 74:6 <b>hand</b> [3] - 4:9, 8:6, 17:10 <b>handed</b> [1] - 39:8</p>			



<p><b>handles</b> [1] - 4:7</p> <p><b>happy</b> [2] - 24:9, 29:1</p> <p><b>hard</b> [8] - 12:1, 26:18, 27:2, 27:6, 44:22, 52:24, 53:15, 72:9</p> <p><b>hate</b> [1] - 49:21</p> <p><b>head</b> [1] - 45:11</p> <p><b>heads</b> [1] - 9:1</p> <p><b>hear</b> [7] - 32:2, 36:12, 58:9, 58:12, 60:22, 71:10, 82:12</p> <p><b>heard</b> [13] - 39:15, 54:13, 55:2, 55:13, 56:15, 56:25, 57:1, 57:3, 57:4, 72:24, 73:1, 77:17, 77:19</p> <p><b>hearing</b> [8] - 27:7, 34:18, 41:8, 57:2, 57:3, 82:13</p> <p><b>hearings</b> [4] - 28:10, 29:3, 41:22, 62:23</p> <p><b>heart</b> [1] - 81:19</p> <p><b>heavily</b> [2] - 24:25, 53:6</p> <p><b>hedge</b> [1] - 68:9</p> <p><b>Hekemian</b> [13] - 5:23, 6:5, 7:9, 7:23, 8:5, 8:20, 21:17, 32:21, 39:18, 40:16, 60:25, 80:21, 80:24</p> <p><b>hell</b> [2] - 11:1, 29:13</p> <p><b>help</b> [1] - 30:21</p> <p><b>helping</b> [2] - 64:22, 84:24</p> <p><b>herein</b> [1] - 86:5</p> <p><b>hi</b> [1] - 46:7</p> <p><b>high</b> [8] - 7:4, 7:7, 9:5, 25:25, 47:20, 69:9, 69:10, 71:25</p> <p><b>High</b> [1] - 42:13</p> <p><b>higher</b> [3] - 31:6, 31:7, 48:25</p> <p><b>Hill</b> [5] - 34:25, 53:22, 54:7, 68:20</p> <p><b>hired</b> [1] - 23:20</p> <p><b>history</b> [1] - 38:17</p> <p><b>hit</b> [1] - 22:11</p> <p><b>hold</b> [5] - 36:5, 58:7, 58:8</p> <p><b>hole</b> [1] - 52:9</p> <p><b>Holly</b> [1] - 73:17</p> <p><b>home</b> [1] - 66:17</p> <p><b>homes</b> [1] - 27:9</p> <p><b>hope</b> [1] - 37:24</p> <p><b>hoped</b> [1] - 6:13</p> <p><b>hoping</b> [1] - 75:21</p> <p><b>Hornrock</b> [11] - 5:24, 6:5, 9:20, 10:12, 10:22, 14:21, 32:21, 82:7, 82:9</p>	<p><b>Hornrock's</b> [1] - 76:16</p> <p><b>hotel</b> [4] - 21:16, 21:18, 21:22, 21:23</p> <p><b>hotels</b> [2] - 24:16, 25:3</p> <p><b>hour</b> [1] - 52:20</p> <p><b>hours</b> [3] - 23:15, 76:6, 76:9</p> <p><b>house</b> [1] - 73:23</p> <p><b>households</b> [3] - 7:2, 7:3, 10:1</p> <p><b>houses</b> [2] - 41:25, 50:24</p> <p><b>Housing</b> [27] - 3:10, 5:25, 6:2, 6:8, 6:15, 6:16, 10:24, 11:2, 12:15, 13:6, 13:13, 13:23, 14:25, 24:24, 30:8, 31:20, 34:23, 34:24, 37:7, 44:2, 64:12, 68:6, 70:11, 72:6, 72:19, 83:17</p> <p><b>housing</b> [29] - 3:18, 4:24, 5:5, 13:17, 15:9, 16:6, 16:9, 16:10, 20:6, 24:20, 35:12, 39:21, 39:25, 43:25, 44:1, 44:4, 44:9, 44:11, 46:14, 47:24, 51:21, 62:2, 72:7, 78:8, 79:23, 80:25, 82:11, 83:18</p> <p><b>Housing's</b> [1] - 13:25</p> <p><b>huge</b> [1] - 63:18</p> <p><b>hundreds</b> [1] - 25:2</p> <p><b>hurt</b> [1] - 8:7</p>	<p><b>implemented</b> [1] - 60:5</p> <p><b>important</b> [11] - 4:4, 4:6, 6:6, 12:16, 21:7, 28:4, 29:18, 31:10, 59:7, 84:17</p> <p><b>impress</b> [1] - 4:1</p> <p><b>inaudible</b> [157] - 4:5, 6:21, 7:2, 9:19, 12:5, 13:12, 13:16, 13:18, 13:20, 14:1, 14:4, 14:13, 14:19, 14:24, 15:1, 15:5, 15:6, 15:9, 15:15, 15:17, 15:20, 16:3, 16:4, 16:7, 16:10, 17:6, 19:10, 22:20, 23:17, 24:6, 27:23, 28:2, 29:20, 32:10, 32:13, 32:14, 33:17, 33:22, 33:23, 34:1, 34:3, 34:5, 34:9, 34:15, 34:16, 34:19, 35:16, 36:18, 36:22, 36:24, 37:5, 37:7, 37:8, 37:9, 37:10, 37:11, 37:12, 37:13, 37:15, 37:17, 37:19, 37:20, 37:23, 37:24, 38:2, 38:4, 38:5, 38:8, 38:9, 38:10, 38:18, 38:19, 38:20, 38:21, 38:23, 38:24, 38:25, 39:3, 39:5, 39:6, 40:1, 40:16, 40:22, 41:25, 42:5, 42:15, 42:23, 43:15, 43:23, 45:10, 45:13, 45:14, 46:7, 46:8, 46:9, 46:12, 46:13, 46:14, 46:16, 46:20, 47:2, 47:15, 47:23, 47:24, 48:2, 48:17, 48:23, 48:24, 49:7, 50:25, 52:22, 53:25, 54:14, 55:2, 55:5, 55:6, 57:9, 57:17, 57:18, 59:14, 59:16, 59:18, 60:4, 60:12, 60:19, 60:24, 61:3, 61:4, 61:5, 61:7, 62:2, 62:11, 62:20, 62:22, 63:4, 63:6, 63:19, 64:7, 64:19, 64:24, 64:25, 65:9, 65:15, 65:16, 65:24, 66:6, 66:11, 66:17, 68:20, 66:24, 68:16, 70:8, 70:22</p> <p><b>inaudible</b> [47] - 9:15,</p>	<p>14:2, 14:17, 15:22, 15:24, 16:12, 17:14, 27:25, 28:2, 32:4, 32:11, 33:6, 33:13, 33:24, 35:19, 36:19, 37:2, 39:4, 39:15, 40:17, 40:21, 41:19, 43:21, 46:10, 48:11, 50:1, 52:19, 54:3, 56:19, 59:25, 60:2, 60:15, 60:21, 61:6, 61:16, 64:4, 64:20, 65:12, 65:23, 66:4, 66:7, 66:15, 66:19, 66:25, 68:24, 69:24, 70:25</p> <p><b>inaudible</b>debt [1] - 59:18</p> <p><b>inaudible</b>so [1] - 65:9</p> <p><b>inaudible</b>vote [1] - 64:4</p> <p><b>inclined</b> [1] - 6:17</p> <p><b>include</b> [2] - 66:23, 69:5</p> <p><b>included</b> [2] - 21:15, 56:8</p> <p><b>Inclusionary</b> [3] - 33:3, 39:24, 50:18</p> <p><b>income</b> [4] - 7:2, 7:3, 9:25</p> <p><b>incoming</b> [1] - 23:5</p> <p><b>incorporate</b> [2] - 63:25, 64:15</p> <p><b>increase</b> [5] - 8:3, 42:9, 45:13, 45:14, 45:17</p> <p><b>incur</b> [2] - 22:3, 22:5</p> <p><b>Independent</b> [1] - 74:20</p> <p><b>indicated</b> [3] - 4:3, 6:11, 40:11</p> <p><b>information</b> [5] - 53:5, 53:6, 59:7, 77:18, 77:19</p> <p><b>infrastructures</b> [1] - 76:2</p> <p><b>ingredient</b> [1] - 12:13</p> <p><b>ingredients</b> [1] - 13:5</p> <p><b>input</b> [3] - 26:5, 53:20, 59:1</p> <p><b>insist</b> [1] - 8:1</p> <p><b>Instance</b> [4] - 8:8, 8:9, 8:10, 13:1</p> <p><b>instead</b> [4] - 7:24, 45:3, 52:8, 54:2</p> <p><b>insulate</b> [2] - 10:7, 32:16</p> <p><b>insulating</b> [1] - 5:11</p> <p><b>insurance</b> [1] - 34:4</p> <p><b>Integrating</b> [1] - 65:4</p>	<p><b>Intend</b> [3] - 11:3, 65:1, 77:23</p> <p><b>intensely</b> [1] - 4:22</p> <p><b>interest</b> [5] - 9:5, 9:11, 24:1, 25:24, 61:22</p> <p><b>interested</b> [2] - 28:9, 86:10</p> <p><b>interests</b> [3] - 24:1, 77:12, 81:18</p> <p><b>Interpreting</b> [1] - 68:21</p> <p><b>intervenor</b> [2] - 80:23, 82:9</p> <p><b>Introduced</b> [2] - 56:12, 56:14</p> <p><b>invest</b> [1] - 26:17</p> <p><b>Invested</b> [2] - 27:8, 77:9</p> <p><b>involved</b> [5] - 3:23, 4:3, 7:24, 13:4, 56:18</p> <p><b>involves</b> [1] - 4:11</p> <p><b>Irate</b> [1] - 39:3</p> <p><b>Issue</b> [15] - 19:16, 20:15, 20:20, 20:24, 21:5, 22:19, 22:20, 47:5, 47:6, 55:14, 64:6, 73:12, 78:19, 78:21</p> <p><b>issues</b> [9] - 6:9, 6:11, 9:13, 11:11, 12:14, 13:6, 20:5, 29:2, 64:17</p> <p><b>item</b> [2] - 21:15, 21:25</p> <p><b>items</b> [1] - 14:21</p> <p><b>Itself</b> [1] - 4:8</p>
	I		J	
	<p><b>IAROSSI</b> [1] - 1:14</p> <p><b>ideal</b> [1] - 24:23</p> <p><b>ignored</b> [1] - 38:12</p> <p><b>II</b> [3] - 14:12, 14:13, 30:17</p> <p><b>III</b> [2] - 13:22, 14:14</p> <p><b>Illegal</b> [1] - 76:5</p> <p><b>Imagine</b> [2] - 44:22, 55:14</p> <p><b>immersing</b> [1] - 65:4</p> <p><b>immune</b> [1] - 55:8</p> <p><b>immunity</b> [16] - 25:6, 26:12, 28:1, 28:7, 28:11, 28:16, 29:2, 29:6, 29:13, 29:19, 29:22, 47:14, 71:24, 76:12, 76:14, 76:15</p> <p><b>Impact</b> [7] - 20:8, 21:14, 22:2, 41:16, 46:15, 46:17, 47:25</p> <p><b>implement</b> [1] - 60:9</p>			<p><b>Jack</b> [1] - 50:17</p> <p><b>James</b> [1] - 38:19</p> <p><b>Jay</b> [1] - 27:22</p> <p><b>Jeff</b> [9] - 3:9, 3:16, 13:14, 13:15, 14:3, 32:5, 34:11, 51:15, 84:23</p> <p><b>JEFFREY</b> [2] - 1:17, 2:3</p> <p><b>Jeffrey</b> [1] - 49:9</p> <p><b>jeopardy</b> [1] - 76:3</p> <p><b>Jerry</b> [1] - 73:18</p> <p><b>Jersey</b> [4] - 1:7, 36:19, 75:24</p> <p><b>jewel</b> [1] - 81:14</p> <p><b>Job</b> [8] - 44:5, 44:6, 45:2, 53:25, 54:4, 65:3</p> <p><b>JOSEPH</b> [1] - 1:16</p> <p><b>Josh</b> [1] - 73:11</p> <p><b>judge</b> [12] - 23:24,</p>

<p>25:21, 28:16, 28:19, 29:4, 29:11, 54:17, 55:17, 55:24, 56:3</p> <p><b>Judge</b> [1] - 23:25</p> <p><b>Judgement</b> [1] - 5:9</p> <p><b>Judges</b> [3] - 64:8, 64:11, 70:15</p> <p><b>Judgment</b> [1] - 5:9</p> <p><b>Judgment</b> [5] - 5:14, 5:15, 80:25, 82:11, 83:18</p> <p><b>July</b> [3] - 29:6, 44:9, 70:8</p> <p><b>justifiable</b> [1] - 38:22</p>	<p>79:12, 80:13, 82:2, 83:8, 84:8</p> <p><b>LANE</b> [11] - 1:12, 2:5, 17:9, 27:13, 43:18, 72:16, 79:13, 80:14, 82:3, 83:9, 84:9</p> <p><b>language</b> [3] - 7:5, 40:8, 54:1</p> <p><b>largely</b> [1] - 32:20</p> <p><b>last</b> [14] - 4:2, 4:18, 6:10, 7:10, 10:23, 11:21, 37:11, 39:15, 44:25, 55:5, 58:17, 59:20, 63:15, 83:14</p> <p><b>latitude</b> [1] - 49:23</p> <p><b>Laurel</b> [5] - 3:17, 4:13, 12:14, 43:25, 44:20</p> <p><b>law</b> [10] - 3:19, 3:23, 23:16, 24:12, 54:6, 67:4, 67:6, 67:7, 67:8</p> <p><b>lawyers</b> [1] - 72:11</p> <p><b>layout</b> [1] - 25:7</p> <p><b>leading</b> [1] - 17:23</p> <p><b>learn</b> [2] - 54:6</p> <p><b>learned</b> [1] - 55:5</p> <p><b>learning</b> [1] - 70:7</p> <p><b>least</b> [3] - 10:23, 27:24, 74:22</p> <p><b>leave</b> [1] - 51:14</p> <p><b>leaving</b> [3] - 15:7, 15:8</p> <p><b>left</b> [11] - 8:11, 11:17, 11:18, 24:13, 53:14, 54:2, 58:10, 61:14, 62:8, 73:6, 74:2</p> <p><b>legal</b> [3] - 78:4, 77:5</p> <p><b>legislature</b> [2] - 24:11, 44:2</p> <p><b>less</b> [3] - 19:4, 69:17, 71:22</p> <p><b>leverage</b> [6] - 5:12, 28:11, 31:12, 35:6, 49:4, 68:10</p> <p><b>levy</b> [1] - 19:11</p> <p><b>liability</b> [1] - 32:16</p> <p><b>liaisons</b> [1] - 23:2</p> <p><b>library</b> [1] - 18:12</p> <p><b>LICENSE</b> [1] - 86:18</p> <p><b>life</b> [4] - 10:25, 27:9, 76:3, 77:7</p> <p><b>limit</b> [1] - 53:25</p> <p><b>limited</b> [4] - 16:21, 27:11, 33:16, 35:15</p> <p><b>limits</b> [1] - 70:7</p> <p><b>line</b> [11] - 10:8, 17:17, 22:9, 23:24, 40:20, 40:25, 48:7, 49:5, 57:11, 57:14, 62:21</p> <p><b>lines</b> [1] - 58:18</p> <p><b>listed</b> [1] - 18:6</p>	<p><b>listen</b> [3] - 48:23, 55:18, 65:9</p> <p><b>listening</b> [2] - 28:21</p> <p><b>litigated</b> [3] - 7:23, 11:2, 34:24</p> <p><b>litigation</b> [6] - 4:4, 4:21, 6:4, 8:18, 10:21, 24:23</p> <p><b>live</b> [2] - 52:20, 63:21</p> <p><b>living</b> [1] - 11:1</p> <p><b>Liz</b> [1] - 17:3</p> <p><b>LLC</b> [4] - 79:22, 80:24, 82:10</p> <p><b>loaded</b> [1] - 67:12</p> <p><b>local</b> [3] - 22:18, 23:16, 25:9</p> <p><b>locality</b> [1] - 74:3</p> <p><b>lock</b> [2] - 69:13, 72:8</p> <p><b>locking</b> [1] - 26:23</p> <p><b>logger</b> [1] - 9:1</p> <p><b>look</b> [15] - 18:17, 18:19, 19:22, 20:6, 22:1, 23:3, 41:14, 50:16, 63:7, 63:14, 63:15, 65:12, 76:9, 76:16</p> <p><b>looked</b> [2] - 63:1, 74:12</p> <p><b>looking</b> [5] - 43:8, 64:5, 73:13, 75:16, 76:20</p> <p><b>looks</b> [4] - 9:18, 12:5, 21:10, 49:16</p> <p><b>loose</b> [1] - 29:14</p> <p><b>lose</b> [2] - 25:6, 76:12</p> <p><b>losing</b> [1] - 71:24</p> <p><b>love</b> [1] - 72:3</p> <p><b>loved</b> [1] - 24:15</p> <p><b>low</b> [7] - 6:22, 7:1, 7:2, 9:25, 47:20, 67:9</p> <p><b>lower</b> [2] - 19:3, 33:19</p> <p><b>luxury</b> [1] - 24:16</p> <p><b>LYNN</b> [1] - 1:24</p>	<p>45:9, 45:16, 45:18, 45:20, 45:21, 45:23, 45:24, 46:1, 46:4, 46:7, 46:20, 46:24, 47:2, 47:13, 47:22, 48:5, 48:16, 48:22, 49:25, 50:16, 52:5, 52:17, 59:2, 59:4, 59:16, 59:22, 60:1, 60:19, 60:24, 61:16, 62:1, 62:10, 62:13, 62:24, 66:1, 66:11, 68:16, 68:18, 68:24, 68:25, 69:11, 69:20, 69:23, 70:6, 70:20, 71:5, 78:17, 78:25, 79:17, 79:25, 81:2, 81:4, 82:15, 82:17, 83:20, 83:22</p> <p><b>Male</b> [7] - 2:8, 2:9, 2:9, 2:10, 2:10, 2:11, 2:12</p> <p><b>management</b> [2] - 3:25, 28:19</p> <p><b>mandatory</b> [1] - 16:5</p> <p><b>Mark</b> [1] - 60:19</p> <p><b>market</b> [1] - 41:16</p> <p><b>marketing</b> [1] - 62:12</p> <p><b>Master</b> [2] - 25:8, 72:10</p> <p><b>matter</b> [4] - 35:16, 65:5, 69:14, 78:18</p> <p><b>matters</b> [3] - 3:18, 37:2</p> <p><b>MAUREEN</b> [1] - 1:14</p> <p><b>maximum</b> [3] - 11:23, 15:25, 16:2</p> <p><b>Mayor</b> [14] - 22:23, 27:25, 28:6, 52:23, 53:3, 55:1, 71:15, 75:3, 77:5, 78:4, 81:10, 82:24, 83:12</p> <p><b>MAYOR</b> [75] - 1:2, 1:10, 2:6, 3:4, 16:13, 22:25, 27:14, 27:16, 28:3, 32:2, 32:5, 34:11, 36:5, 36:11, 36:16, 39:10, 39:16, 40:3, 40:18, 40:24, 41:20, 42:11, 42:24, 43:4, 45:6, 46:5, 49:1, 49:5, 50:15, 52:14, 52:18, 54:18, 56:11, 57:14, 57:19, 58:7, 58:16, 58:21, 59:3, 59:10, 59:24, 60:16, 62:18, 65:13, 66:5, 66:8, 71:1, 71:6, 71:8, 71:10, 71:17, 72:14, 75:1,</p>	<p>77:15, 78:2, 78:14, 78:23, 79:1, 79:3, 79:16, 79:18, 80:1, 80:3, 80:20, 81:3, 81:5, 81:22, 82:6, 82:16, 82:18, 83:13, 83:21, 83:23, 84:19, 84:21</p> <p><b>Mayor's</b> [1] - 76:24</p> <p><b>mean</b> [10] - 23:18, 44:21, 54:25, 56:4, 59:6, 61:17, 64:5, 66:3, 76:16, 78:10</p> <p><b>means</b> [2] - 28:7, 30:24</p> <p><b>mechanism</b> [3] - 12:11, 14:25, 22:12</p> <p><b>mechanisms</b> [2] - 14:11, 14:22</p> <p><b>meet</b> [6] - 11:14, 14:10, 14:14, 36:3, 67:23, 72:7</p> <p><b>meeting</b> [7] - 3:5, 27:10, 39:15, 40:2, 52:20, 71:4, 78:19</p> <p><b>MEETING</b> [1] - 1:3</p> <p><b>meetings</b> [6] - 23:16, 27:5, 63:23, 72:24, 74:25, 77:4</p> <p><b>Member</b> [30] - 79:4, 79:6, 79:8, 79:10, 79:12, 79:14, 80:5, 80:7, 80:9, 80:11, 80:13, 80:15, 81:7, 81:9, 81:23, 81:25, 82:2, 82:4, 82:20, 82:22, 83:4, 83:6, 83:8, 83:10, 83:25, 84:2, 84:4, 84:6, 84:8, 84:10</p> <p><b>MEMBER</b> [40] - 1:10, 1:11, 1:11, 1:12, 1:12, 1:13, 3:21, 27:15, 32:17, 45:18, 45:21, 45:24, 46:1, 48:3, 50:16, 51:12, 52:3, 52:17, 59:16, 59:22, 60:1, 60:22, 62:24, 66:1, 68:18, 68:25, 71:5, 71:7, 78:17, 78:25, 79:2, 79:17, 79:25, 80:2, 81:2, 81:4, 82:15, 82:17, 83:20, 83:22</p> <p><b>members</b> [7] - 16:24, 26:7, 26:25, 27:1, 27:18, 36:15, 36:20</p> <p><b>mentioned</b> [7] - 28:1, 28:5, 28:6, 32:13, 42:2, 53:9, 53:22</p>
<p><b>K</b></p> <p><b>keep</b> [2] - 29:8, 34:12</p> <p><b>keeps</b> [1] - 48:19</p> <p><b>key</b> [1] - 12:13</p> <p><b>kids</b> [2] - 21:12, 42:4</p> <p><b>kind</b> [16] - 4:13, 4:14, 7:7, 10:16, 13:4, 13:15, 19:5, 19:13, 33:24, 39:6, 42:18, 43:12, 47:5, 51:3, 51:8, 73:15</p> <p><b>knock</b> [1] - 50:24</p> <p><b>knowing</b> [2] - 56:7, 60:9</p> <p><b>knowledge</b> [1] - 77:1</p> <p><b>known</b> [1] - 38:25</p> <p><b>knows</b> [2] - 65:11, 77:22</p> <p><b>Koelling</b> [6] - 77:15, 79:10, 80:11, 81:25, 83:6, 84:6</p> <p><b>KOELLING</b> [7] - 1:12, 77:16, 79:11, 80:12, 82:1, 83:7, 84:7</p> <p><b>Koester</b> [1] - 27:22</p>	<p><b>L</b></p> <p><b>lack</b> [5] - 10:24, 33:19, 37:14, 40:13, 73:3</p> <p><b>lacks</b> [1] - 34:6</p> <p><b>land</b> [26] - 7:1, 8:11, 11:13, 12:17, 12:18, 14:4, 14:5, 32:19, 33:19, 33:20, 34:6, 34:21, 36:3, 44:13, 44:14, 44:16, 47:10, 47:11, 49:8, 50:24, 51:10, 61:13, 61:18, 61:19, 67:23, 70:2</p> <p><b>lands</b> [2] - 13:2, 49:8</p> <p><b>Lane</b> [12] - 3:12, 16:17, 17:2, 17:8, 26:15, 60:20, 72:15,</p>	<p><b>M</b></p> <p><b>Madison</b> [1] - 38:19</p> <p><b>Magnolia</b> [1] - 65:22</p> <p><b>maintain</b> [1] - 60:7</p> <p><b>major</b> [1] - 37:6</p> <p><b>majority</b> [3] - 37:1, 39:3, 60:8</p> <p><b>makers</b> [2] - 23:16, 24:12</p> <p><b>MALE</b> [72] - 27:15, 27:22, 29:20, 29:25, 32:8, 32:12, 33:5, 33:12, 33:22, 34:13, 35:14, 35:19, 35:21, 36:9, 43:15, 43:19,</p>	<p><b>MAUREEN</b> [1] - 1:14</p> <p><b>maximum</b> [3] - 11:23, 15:25, 16:2</p> <p><b>Mayor</b> [14] - 22:23, 27:25, 28:6, 52:23, 53:3, 55:1, 71:15, 75:3, 77:5, 78:4, 81:10, 82:24, 83:12</p> <p><b>MAYOR</b> [75] - 1:2, 1:10, 2:6, 3:4, 16:13, 22:25, 27:14, 27:16, 28:3, 32:2, 32:5, 34:11, 36:5, 36:11, 36:16, 39:10, 39:16, 40:3, 40:18, 40:24, 41:20, 42:11, 42:24, 43:4, 45:6, 46:5, 49:1, 49:5, 50:15, 52:14, 52:18, 54:18, 56:11, 57:14, 57:19, 58:7, 58:16, 58:21, 59:3, 59:10, 59:24, 60:16, 62:18, 65:13, 66:5, 66:8, 71:1, 71:6, 71:8, 71:10, 71:17, 72:14, 75:1,</p>	<p><b>MAUREEN</b> [1] - 1:14</p> <p><b>maximum</b> [3] - 11:23, 15:25, 16:2</p> <p><b>Mayor</b> [14] - 22:23, 27:25, 28:6, 52:23, 53:3, 55:1, 71:15, 75:3, 77:5, 78:4, 81:10, 82:24, 83:12</p> <p><b>MAYOR</b> [75] - 1:2, 1:10, 2:6, 3:4, 16:13, 22:25, 27:14, 27:16, 28:3, 32:2, 32:5, 34:11, 36:5, 36:11, 36:16, 39:10, 39:16, 40:3, 40:18, 40:24, 41:20, 42:11, 42:24, 43:4, 45:6, 46:5, 49:1, 49:5, 50:15, 52:14, 52:18, 54:18, 56:11, 57:14, 57:19, 58:7, 58:16, 58:21, 59:3, 59:10, 59:24, 60:16, 62:18, 65:13, 66:5, 66:8, 71:1, 71:6, 71:8, 71:10, 71:17, 72:14, 75:1,</p>

**Mercedes** [14] - 1:6, 7:13, 7:14, 7:19, 14:22, 15:7, 24:15, 32:21, 39:17, 43:5, 62:6, 62:14, 80:21, 81:12  
**Mercedes-Benz** [4] - 14:22, 15:7, 80:21, 81:12  
**mess** [3] - 53:9, 53:12, 73:7  
**messages** [2] - 23:19, 23:20  
**met** [1] - 24:7  
**Michael** [2] - 11:8, 32:17  
**MICHAEL** [4] - 1:10, 1:13, 1:17, 2:4  
**microphone** [2] - 3:21, 32:18  
**might** [9] - 4:22, 5:15, 6:23, 13:9, 24:22, 30:15, 30:16, 34:19, 51:16  
**migrate** [1] - 25:12  
**Mike** [3] - 13:8, 51:7, 84:23  
**millennials** [2] - 37:16  
**million** [9] - 18:20, 20:4, 20:17, 39:22, 40:23, 42:3, 46:3, 59:14, 65:17  
**mind** [2] - 28:24, 53:11  
**minority** [1] - 39:4  
**minus** [1] - 18:3  
**minute** [2] - 58:17, 84:25  
**minutes** [6] - 16:21, 27:12, 32:2, 32:7, 58:8, 76:9  
**miracle** [1] - 24:17  
**miss** [1] - 62:19  
**mission** [1] - 29:7  
**mistake** [1] - 54:5  
**mistakes** [1] - 54:7  
**mitigate** [1] - 69:7  
**mixed** [2] - 7:22, 7:24  
**mode** [4] - 7:23, 6:21, 8:23  
**moderate** [3] - 7:2, 7:3, 9:25  
**modifications** [2] - 14:13, 66:21  
**money** [12] - 9:7, 19:8, 19:19, 20:19, 20:22, 21:21, 26:16, 59:1, 59:17, 60:14, 63:18, 65:18  
**mongering** [1] - 25:14

**monies** [1] - 59:8  
**month** [2] - 28:17, 37:19  
**months** [3] - 24:7, 52:25, 75:10  
**MONTVALE** [1] - 1:1  
**Montvale** [24] - 1:7, 4:17, 9:19, 9:22, 10:3, 24:19, 25:16, 36:19, 36:21, 37:15, 38:4, 39:12, 42:1, 52:20, 56:4, 63:21, 64:2, 75:5, 75:12, 77:7, 81:13, 81:18, 81:19, 83:1  
**most** [5] - 21:7, 22:10, 34:2, 35:4, 64:2  
**Most** [1] - 2:15  
**motion** [10] - 27:10, 52:22, 71:4, 78:18, 78:21, 78:23, 79:24, 81:1, 82:14, 83:19  
**motivation** [1] - 27:6  
**Mount** [5] - 3:17, 4:12, 12:14, 43:24, 44:20  
**move** [13] - 3:5, 4:2, 20:2, 24:16, 27:13, 34:11, 66:1, 66:2, 71:6, 78:25, 79:25, 81:2, 83:20  
**movie** [5] - 37:12, 37:15, 37:16, 37:17, 37:19  
**MR** [54] - 3:15, 3:22, 13:11, 17:9, 28:4, 29:23, 30:1, 32:6, 32:19, 33:7, 33:14, 33:25, 34:20, 35:17, 35:20, 35:23, 39:11, 40:1, 40:4, 40:5, 40:15, 40:19, 40:25, 41:2, 41:18, 41:24, 42:21, 43:1, 43:24, 45:25, 46:18, 46:21, 46:25, 47:4, 47:16, 46:6, 48:12, 48:21, 49:3, 49:11, 50:2, 51:25, 56:20, 57:24, 61:8, 61:17, 62:4, 62:12, 62:14, 67:1, 69:16, 69:22, 69:25, 70:9  
**multi** [3] - 16:6, 16:9, 25:10  
**multi-family** [3] - 16:6, 16:9, 25:10  
**multiple** [2] - 24:24, 49:8  
**MUNICIPAL** [2] - 1:14, 1:15

**municipal** [9] - 18:5, 18:16, 18:21, 18:23, 19:21, 20:12, 21:6, 25:6, 42:22  
**municipalities** [5] - 3:17, 3:20, 25:1, 45:4, 63:16, 64:3  
**municipality** [7] - 11:1, 11:15, 18:9, 21:19, 21:24, 29:8, 70:1  
**Murphy** [6] - 37:4, 63:2, 64:10, 65:7, 65:11, 73:17  
**MY** [1] - 86:18

## N

**name** [4] - 3:15, 27:20, 36:16, 78:7  
**names** [1] - 2:15  
**nation** [1] - 38:19  
**nature** [2] - 12:23, 40:10  
**nearly** [1] - 23:14  
**necessarily** [2] - 33:23, 34:17  
**need** [34] - 6:12, 7:11, 8:12, 8:15, 11:11, 11:12, 11:14, 11:19, 12:16, 12:19, 12:21, 19:16, 20:14, 23:4, 24:5, 30:6, 31:25, 32:1, 33:15, 34:3, 34:11, 37:14, 43:9, 43:13, 49:2, 49:7, 65:8, 65:21, 68:3, 70:3, 70:5, 78:8, 84:14  
**needed** [2] - 22:20, 65:8  
**needs** [6] - 26:20, 41:9, 42:17, 56:3, 58:2, 59:7  
**negotiate** [3] - 11:4, 15:19, 54:3  
**negotiated** [7] - 3:22, 10:3, 13:24, 15:3, 25:23, 62:9, 76:15  
**negotiating** [2] - 28:14, 52:21  
**negotiation** [3] - 10:13, 41:6, 76:22  
**negotiations** [1] - 52:24  
**neighborhood** [1] - 50:23  
**Netflix** [1] - 37:18  
**never** [3] - 4:12, 33:14, 68:6

**new** [9] - 14:11, 19:14, 20:1, 20:15, 20:16, 22:20, 25:4, 37:25, 70:20  
**New** [4] - 1:7, 36:19, 75:24  
**newly** [2] - 37:17, 76:24  
**next** [13] - 4:25, 9:20, 10:11, 10:17, 16:16, 18:4, 28:18, 40:19, 49:14, 56:21, 77:25, 80:21, 82:7  
**nilly** [1] - 20:9  
**nine** [2] - 7:16, 7:17  
**NO** [1] - 86:18  
**non** [3] - 7:21, 7:25, 25:8  
**non-existent** [1] - 25:8  
**non-residential** [2] - 7:21, 7:25  
**none** [1] - 72:22  
**north** [1] - 50:20  
**noted** [2] - 66:5, 66:8  
**nothing** [10] - 51:2, 54:23, 57:20, 57:21, 57:22, 70:17, 70:21, 70:25, 71:16, 73:6  
**novel** [1] - 14:11  
**November** [2] - 1:5, 76:12  
**NPR** [1] - 82:10  
**numb** [1] - 78:5  
**number** [26] - 8:8, 8:10, 11:13, 11:14, 11:15, 11:16, 11:20, 12:1, 12:7, 13:24, 13:25, 14:1, 18:11, 20:3, 30:19, 31:17, 32:22, 33:19, 33:21, 34:9, 34:10, 42:3, 43:7, 51:8, 63:20, 69:10  
**numbers** [10] - 17:3, 17:6, 18:19, 30:20, 40:7, 45:11, 47:14, 48:24, 72:8, 75:18  
**numerous** [1] - 26:3

## O

**object** [1] - 28:10  
**obligation** [25] - 12:18, 13:20, 13:22, 14:8, 14:10, 15:5, 15:14, 24:18, 33:6, 33:10, 35:2, 36:3, 49:19, 49:20, 67:17, 67:18, 67:20, 67:24, 68:2, 68:3, 68:14,

68:21, 70:2, 72:7  
**obligations** [5] - 5:17, 8:14, 28:12, 70:18, 70:19  
**obtain** [1] - 6:12  
**obviously** [6] - 17:19, 19:18, 20:5, 21:11, 22:1, 43:21  
**occur** [1] - 66:16  
**odds** [1] - 67:8  
**OF** [4] - 1:1, 1:1, 1:3, 1:4  
**offered** [1] - 37:17  
**office** [2] - 25:4, 38:23  
**official** [2] - 25:15, 75:7  
**officials** [2] - 26:4, 26:10  
**offset** [1] - 22:6  
**on-line** [2] - 17:17, 49:5  
**once** [14] - 9:3, 9:9, 11:16, 27:21, 28:25, 29:4, 41:15, 46:6, 50:11, 56:12, 58:17, 60:17, 71:3, 83:1  
**one** [25] - 14:18, 15:16, 15:20, 15:21, 15:24, 17:19, 20:5, 23:23, 24:9, 25:19, 37:10, 39:16, 39:17, 39:18, 40:3, 40:4, 50:16, 50:23, 51:15, 54:22, 56:13, 60:17, 73:1, 83:14  
**ones** [1] - 21:13  
**open** [4] - 16:20, 18:10, 23:11, 27:10  
**opened** [1] - 46:12  
**operating** [2] - 20:23, 22:22  
**opine** [1] - 73:15  
**opinion** [6] - 4:4, 4:5, 24:23, 55:12, 73:12, 73:14  
**opportunities** [1] - 26:4  
**opportunity** [5] - 4:20, 11:4, 12:2, 12:12, 13:16  
**opposed** [2] - 31:15, 31:25  
**opposite** [1] - 66:19  
**opposition** [2] - 38:5, 63:6  
**oppression** [1] - 39:6  
**options** [2] - 24:8, 26:22  
**order** [4] - 11:9, 11:10, 12:9, 20:15

**ordinance** [13] - 9:16,  
10:13, 10:15, 16:5,  
41:7, 41:8, 56:14,  
56:22, 56:24, 57:25,  
58:1, 58:5  
**ordinances** [3] -  
12:23, 40:8, 41:4  
**ordinary** [1] - 55:23  
**otherwise** [2] - 4:15,  
6:23  
**ought** [1] - 28:22  
**ourselves** [4] - 5:1,  
10:19, 53:10, 69:1  
**outrage** [1] - 38:19  
**overall** [3] - 22:2,  
22:9, 62:17  
**overarching** [1] - 6:11  
**overlay** [7] - 12:23,  
14:1, 15:16, 15:18,  
15:19, 15:23, 69:4  
**overtime** [1] - 36:6  
**overview** [1] - 3:9  
**overwhelming** [1] -  
60:8  
**own** [5] - 13:22, 39:20,  
42:7, 76:1, 77:7  
**owner** [1] - 75:23

## P

**packed** [1] - 16:22  
**PAGE** [1] - 2:2  
**painful** [1] - 4:11  
**painted** [1] - 13:15  
**Paragon** [1] - 79:21  
**Park** [4] - 9:21, 65:15,  
65:16, 76:16  
**parking** [1] - 10:11  
**parks** [1] - 63:17  
**Parkway** [2] - 60:25,  
61:1  
**part** [9] - 7:21, 36:2,  
61:1, 64:2, 69:6,  
69:22, 74:11, 76:24,  
77:4  
**partially** [2] - 79:22,  
80:24  
**participate** [1] - 66:7  
**particular** [1] - 3:19  
**particularly** [1] - 73:2  
**parties** [3] - 6:19,  
28:9, 86:8  
**parts** [1] - 11:17  
**party** [1] - 73:3  
**passes** [4] - 37:18,  
79:16, 80:20, 82:6  
**passion** [7] - 38:6,  
38:8, 38:17, 38:18,  
38:22, 38:23  
**passionate** [2] - 38:3,

39:1  
**past** [4] - 9:3, 24:7,  
52:25, 75:9  
**path** [3] - 10:20,  
11:10, 12:9  
**patience** [1] - 29:12  
**PAULSEN** [10] -  
39:11, 40:1, 40:4,  
40:15, 40:19, 40:25,  
41:18, 41:24, 42:21,  
43:1  
**Paulsen** [1] - 39:11  
**pave** [1] - 20:1  
**pay** [1] - 65:14  
**paying** [1] - 45:17  
**peace** [2] - 34:14, 35:7  
**peacefully** [1] - 34:20  
**peak** [1] - 22:8  
**people** [10] - 7:10,  
38:7, 42:2, 43:7,  
43:10, 55:3, 65:9,  
73:21, 75:8, 78:8  
**per** [7] - 16:2, 16:21,  
37:19, 47:15, 48:9,  
76:17, 76:19  
**percent** [38] - 9:24,  
10:3, 10:4, 10:5,  
11:23, 13:25, 18:9,  
18:10, 18:11, 18:13,  
18:21, 22:21, 32:22,  
33:1, 35:8, 45:12,  
45:13, 45:16, 45:21,  
48:13, 49:15, 50:17,  
51:5, 52:7, 52:11,  
55:11, 60:5, 60:6,  
60:9, 62:16, 62:17,  
63:2, 63:4, 64:21,  
64:24, 75:23, 78:9  
**percentages** [1] - 18:6  
**perfect** [2] - 54:1,  
82:25  
**period** [2] - 20:25,  
43:16  
**permit** [3] - 16:6, 16:9,  
48:5  
**permitting** [1] - 48:9  
**person** [1] - 16:21  
**personal** [2] - 76:1,  
77:7  
**perspective** [1] -  
74:22  
**phone** [1] - 28:20  
**phonetic** [1] - 27:22  
**phonetically** [1] - 2:15  
**picture** [2] - 11:10,  
21:10  
**piece** [1] - 61:18  
**pin** [4] - 11:11, 11:12,  
11:14, 12:8  
**pins** [1] - 6:8

**place** [8] - 17:20,  
26:24, 43:11, 51:18,  
51:19, 72:11, 72:13,  
86:4  
**placed** [1] - 24:11  
**Plan** [1] - 25:8  
**plan** [20] - 4:23, 5:5,  
5:7, 7:7, 10:9, 10:20,  
14:13, 26:13, 29:4,  
29:5, 34:25, 39:23,  
42:8, 43:2, 43:13,  
46:11, 55:15, 56:9,  
57:1  
**planned** [1] - 5:18  
**PLANNER** [1] - 1:16  
**planners** [1] - 31:4  
**planning** [3] - 25:9,  
26:19, 75:22  
**Planning** [10] - 9:17,  
27:1, 41:21, 56:12,  
56:19, 57:8, 57:13,  
57:17, 57:23, 58:3  
**plans** [4] - 14:12,  
41:21, 43:12  
**platform** [1] - 63:12  
**play** [3] - 47:16, 48:23,  
73:19  
**pleased** [1] - 65:18  
**plenty** [1] - 73:9  
**plus** [2] - 33:2, 34:5  
**point** [17] - 3:4, 5:12,  
9:4, 21:7, 23:9, 29:2,  
30:4, 32:8, 44:11,  
44:13, 44:23, 48:10,  
51:15, 66:12, 67:25,  
68:1, 78:14  
**points** [1] - 48:15  
**Police** [1] - 63:10  
**police** [2] - 23:20,  
42:22  
**policy** [3] - 34:4,  
73:15, 74:23  
**political** [8] - 38:23,  
64:5, 64:18, 73:10,  
73:23, 81:16  
**politicization** [1] -  
73:1  
**politics** [1] - 65:5  
**portion** [2] - 16:3,  
19:21  
**poses** [1] - 64:12  
**positing** [1] - 46:23  
**position** [4] - 6:2,  
9:14, 48:2, 77:25  
**possess** [1] - 25:1  
**possibility** [3] - 30:22,  
33:5, 34:18  
**possible** [5] - 5:14,  
34:21, 35:9, 35:10,  
37:20

**possibly** [2] - 21:6,  
35:4  
**post** [2] - 62:21, 62:22  
**posted** [1] - 53:18  
**posture** [1] - 28:14  
**potential** [8] - 5:18,  
14:8, 42:10, 68:11,  
69:10  
**Potential** [7] - 11:19,  
11:20, 12:1, 12:3,  
12:8, 12:13, 47:9  
**potentially** [2] - 8:2,  
37:10  
**pound** [2] - 50:13  
**power** [1] - 76:1  
**powers** [1] - 61:9  
**practicable** [1] - 11:23  
**practical** [1] - 64:6  
**practically** [1] - 37:7  
**precedence** [1] -  
75:16  
**preconditioned** [1] -  
6:3  
**predicated** [1] - 32:20  
**preface** [1] - 84:11  
**prefer** [1] - 4:15  
**preliminary** [1] - 14:18  
**prepared** [1] - 56:6  
**prerequisites** [1] - 6:7  
**presented** [1] - 7:6  
**preserve** [1] - 29:18  
**President** [2] - 71:13,  
84:12  
**presumably** [2] -  
44:15, 50:4  
**presume** [2] - 32:25,  
48:8  
**presumed** [1] - 32:24  
**presuming** [1] - 70:9  
**pretty** [3] - 20:24,  
22:20, 40:13  
**preview** [1] - 16:17  
**previous** [1] - 40:2  
**primary** [3] - 13:15,  
15:15, 16:11  
**primed** [1] - 44:21  
**principle** [1] - 6:14  
**probability** [1] - 67:10  
**problem** [1] - 73:22  
**problematic** [1] -  
12:25  
**problems** [1] - 53:22  
**procedural** [1] - 78:17  
**procedure** [5] - 56:9,  
56:18, 56:19, 57:9,  
57:17  
**proceed** [2] - 78:22,  
78:24  
**PROCEEDING** [1] -

1:4  
**proceeding** [1] - 30:12  
**process** [11] - 16:16,  
23:10, 24:20, 24:25,  
26:3, 41:11, 56:17,  
58:3, 74:12, 74:18,  
77:5  
**produce** [1] - 35:11  
**produced** [1] - 38:11  
**product** [2] - 9:6  
**professionals** [3] -  
27:2, 53:1, 76:25  
**progress** [1] - 75:9  
**project** [18] - 7:5, 7:22,  
7:25, 8:2, 9:18, 9:23,  
10:2, 10:16, 13:13,  
17:12, 32:20, 40:13,  
40:16, 49:21, 62:14,  
62:15, 78:12  
**projected** [7] - 17:24,  
18:2, 18:4, 18:17,  
18:24, 20:2, 43:16  
**projection** [1] - 23:4  
**projects** [5] - 18:10,  
40:20, 42:1, 71:25,  
75:21  
**promise** [2] - 36:8,  
36:13  
**promised** [3] - 29:24,  
30:13, 54:24  
**promises** [4] - 54:15,  
54:19, 54:21, 54:23  
**proof** [1] - 35:8  
**proper** [1] - 14:4  
**properly** [1] - 53:24  
**properties** [11] -  
17:16, 17:24, 18:18,  
18:24, 21:11, 21:14,  
22:12, 45:20, 46:2,  
74:11, 74:14  
**property** [8] - 17:25,  
21:17, 39:19, 46:12,  
79:19, 80:22, 81:12,  
82:7  
**Property** [1] - 82:10  
**proposal** [1] - 9:23  
**proposals** [2] - 25:5,  
39:14  
**propose** [1] - 63:25  
**proposed** [5] - 6:21,  
14:12, 21:16, 25:2,  
26:5  
**pros** [1] - 77:20  
**protect** [6] - 26:11,  
27:2, 27:8, 55:11,  
69:1, 83:1  
**protected** [4] - 29:8,  
29:9, 39:8, 54:5  
**protection** [1] - 28:8  
**protocols** [1] - 12:5

**proud** [2] - 26:9, 73:3  
**provide** [3] - 13:18, 19:14, 26:5  
**provided** [1] - 37:11  
**provision** [5] - 15:3, 31:10, 31:19, 62:9, 68:8  
**provisions** [3] - 9:16, 10:14, 11:5  
**provoked** [1] - 38:21  
**public** [27] - 16:20, 23:11, 26:4, 27:11, 27:18, 41:13, 41:22, 55:7, 56:7, 56:15, 58:19, 59:1, 59:7, 59:8, 59:10, 59:11, 60:1, 60:3, 60:10, 60:13, 60:15, 71:4, 73:15, 74:22, 75:7, 76:3  
**PUBLIC** [1] - 2:7  
**publicly** [1] - 53:19  
**purchaser** [1] - 7:4  
**purely** [2] - 8:4, 38:24  
**purpose** [1] - 34:14  
**purposes** [1] - 19:9  
**push** [2] - 11:3, 31:22  
**pushed** [1] - 72:12  
**pushing** [1] - 9:2  
**put** [5] - 26:24, 46:12, 59:8, 61:3, 76:2  
**puts** [2] - 28:13, 30:24  
**putting** [1] - 77:6

## Q

**quality** [1] - 26:1  
**quantify** [1] - 12:17  
**quarter** [1] - 18:15  
**quarters** [1] - 61:19  
**questions** [8] - 22:24, 23:6, 34:12, 39:13, 43:15, 46:8, 58:11, 62:20  
**quick** [3] - 39:13, 43:20, 66:11  
**quickly** [3] - 25:3, 25:11, 41:17  
**quite** [1] - 37:3  
**quota** [3] - 33:16, 70:20, 70:21

## R

**radically** [2] - 8:24, 9:14  
**raise** [1] - 20:9  
**raised** [1] - 18:23  
**ramp** [2] - 61:3  
**ran** [2] - 37:22, 37:23

**rate** [1] - 19:5  
**rather** [2] - 66:22, 66:23  
**RDP** [20] - 11:19, 14:14, 14:23, 30:16, 30:17, 31:6, 31:7, 31:13, 32:9, 32:23, 33:9, 35:3, 50:6, 50:8, 50:11, 50:12, 52:8, 69:6, 70:23, 74:16  
**read** [3] - 53:21, 56:5, 62:21  
**ready** [1] - 44:21  
**real** [2] - 14:7, 66:11  
**Realistic** [7] - 11:18, 11:19, 11:25, 12:2, 12:7, 12:12, 47:9  
**realistic** [3] - 12:2, 12:12, 34:8  
**reality** [4] - 9:3, 12:24, 25:15, 69:22  
**really** [19] - 9:10, 13:17, 13:21, 14:11, 15:15, 29:18, 30:10, 31:10, 31:22, 52:12, 53:15, 53:20, 55:7, 55:8, 64:22, 73:10, 74:18  
**reason** [3] - 54:16, 72:5, 76:13  
**recalibrate** [1] - 35:3  
**received** [1] - 76:7  
**RECESS** [1] - 1:4  
**recess** [1] - 85:1  
**recognizing** [2] - 67:14, 67:15  
**recommended** [1] - 72:22  
**reconstituted** [2] - 70:12, 70:13  
**recording** [1] - 86:3  
**redevelop** [1] - 47:11  
**redevelopment** [10] - 12:22, 12:24, 13:3, 14:15, 15:11, 34:16, 69:2, 69:8, 69:10  
**redo** [1] - 60:25  
**reduce** [1] - 26:17  
**reduces** [2] - 19:8, 20:19  
**reducing** [1] - 19:4  
**reduction** [1] - 13:25  
**reexamined** [1] - 44:24  
**reexamines** [1] - 30:5  
**referendum** [2] - 59:5, 60:13  
**referred** [1] - 15:20  
**reflect** [1] - 26:1

**reflected** [1] - 30:7  
**reflects** [1] - 7:6  
**regard** [1] - 13:9  
**regarding** [5] - 36:24, 38:4, 38:5, 38:17, 63:1  
**regardless** [1] - 74:19  
**regional** [1] - 22:17  
**regs** [1] - 70:5  
**relates** [2] - 20:12, 46:2  
**relative** [2] - 86:7, 86:9  
**relatively** [4] - 6:22, 12:25, 17:15, 19:12  
**relief** [4] - 19:2, 19:9, 19:23, 20:18  
**relinquish** [1] - 4:14  
**rely** [1] - 53:6  
**Remedy** [1] - 29:16  
**remove** [2] - 78:21, 78:23  
**renegotiating** [1] - 61:12  
**rent** [3] - 7:18, 9:8, 62:8  
**rental** [8] - 7:15, 7:19, 10:5, 34:5, 52:11, 62:6, 62:13, 62:15  
**rentals** [3] - 10:2, 40:16, 75:22  
**rentals(inaudible)** [1] - 62:3  
**reopen** [1] - 66:24  
**replaced** [1] - 21:12  
**report** [2] - 13:17, 23:20  
**reported** [1] - 86:3  
**Repose** [2] - 5:9, 5:10  
**represent** [5] - 3:17, 3:20, 20:24, 29:7, 35:21  
**representing** [1] - 25:15  
**represents** [1] - 11:20  
**Republican** [2] - 73:2, 74:19  
**Republicans** [1] - 64:4  
**request** [2] - 38:12, 82:12  
**required** [1] - 12:22  
**requirement** [1] - 41:4  
**requirements** [1] - 43:12  
**reset** [1] - 44:22  
**residences** [1] - 20:7  
**resident** [4] - 45:10, 75:4, 77:3, 77:9  
**residential** [8] - 7:21, 7:25, 8:2, 8:4, 10:10, 22:8, 25:10, 25:13

**residents** [8] - 25:16, 26:2, 26:6, 26:9, 75:8, 76:25, 78:12, 81:19  
**residual** [4] - 14:8, 15:1, 15:14, 32:24  
**Resolution** [2] - 80:22, 82:8  
**resolution** [10] - 6:18, 12:9, 12:14, 36:24, 36:25, 58:22, 79:20, 80:22, 82:8, 83:16  
**resolutions** [9] - 3:6, 3:13, 16:23, 16:25, 23:13, 71:11, 78:15, 79:18, 83:15  
**resolve** [5] - 4:21, 11:11, 79:22, 80:24, 83:17  
**resolved** [2] - 6:4, 6:12  
**resolves** [2] - 8:16, 69:18  
**resolving** [1] - 10:20  
**resources** [1] - 23:15  
**respect** [4] - 13:21, 21:3, 39:6, 55:1  
**respectively** [1] - 32:9  
**response** [2] - 34:12, 38:7  
**responsibilities** [1] - 4:24  
**responsibility** [3] - 26:10, 44:3, 75:7  
**responsible** [1] - 76:21  
**rest** [1] - 36:13  
**restaurant** [1] - 25:4  
**result** [7] - 5:8, 14:17, 15:8, 15:14, 16:7, 19:14  
**retained** [1] - 72:18  
**return** [2] - 56:2, 65:19  
**revenue** [13] - 8:1, 16:18, 17:23, 17:25, 18:3, 18:18, 21:15, 21:25, 22:22, 41:3, 43:16, 46:3  
**revenues** [1] - 42:8  
**review** [2] - 58:15, 76:8  
**revised** [1] - 76:7  
**revisit** [2] - 28:17, 66:23  
**revisited** [1] - 30:6  
**revisiting** [2] - 5:16, 47:3  
**rezone** [1] - 49:21  
**rezoning** [2] - 41:6, 49:20

**rid** [1] - 73:6  
**Ridge** [2] - 39:12, 76:17  
**Ridge/Montvale** [1] - 9:21  
**risk** [14] - 4:3, 4:16, 7:24, 29:11, 34:6, 34:22, 35:17, 36:3, 42:1, 68:11, 68:12, 71:24, 74:11, 74:15  
**risks** [2] - 8:17, 35:25  
**risky** [1] - 69:6  
**river** [1] - 9:9  
**roads** [9] - 19:10, 20:1, 26:17, 38:15, 43:7, 63:17, 65:20  
**role** [2] - 73:19, 79:22  
**roll** [5] - 79:3, 80:4, 81:6, 82:19, 83:24  
**room** [2] - 50:23, 65:10  
**ROSE** [1] - 1:11  
**Rose** [1] - 71:14  
**rotate** [1] - 70:23  
**roughly** [6] - 6:21, 7:12, 9:20, 14:15, 21:9, 33:2  
**round** [4] - 13:18, 13:20, 30:20, 77:25  
**Round** [5] - 13:22, 14:12, 14:13, 14:14, 30:17  
**rule** [1] - 50:11  
**rules** [8] - 44:4, 44:7, 44:8, 45:3, 48:23, 70:13, 70:14, 70:15  
**run** [6] - 4:16, 25:20, 29:11, 36:3, 38:23, 63:12  
**runs** [2] - 29:12, 34:22  
**rushed** [2] - 76:10, 77:18

## S

**safety** [1] - 76:3  
**sale** [5] - 7:17, 62:1, 62:2, 62:7, 62:13  
**salt** [1] - 50:14  
**Santa** [1] - 9:13  
**satisfy** [15] - 4:24, 6:6, 8:9, 8:10, 14:6, 28:12, 31:12, 33:11, 49:20, 50:7, 50:12, 67:18, 67:19, 68:14, 70:2  
**save** [2] - 47:22, 63:11  
**scale** [1] - 46:12  
**scenario** [3] - 32:14, 34:2, 61:22

<b>scheduled</b> [1] - 28:19 <b>scheme</b> [1] - 30:10 <b>Schepisi</b> [1] - 73:17 <b>school</b> [15] - 20:3, 20:13, 20:14, 20:18, 22:16, 23:2, 26:19, 42:11, 42:14, 59:1, 59:5, 60:7, 60:11, 60:12, 60:14 <b>School</b> [1] - 42:14 <b>schools</b> [12] - 18:14, 20:4, 20:8, 21:13, 21:20, 22:10, 22:25, 27:9, 42:2, 59:9, 76:3 <b>SCORDO</b> [1] - 1:15 <b>scratch</b> [1] - 55:3 <b>screen</b> [1] - 17:5 <b>seat</b> [2] - 16:8, 30:25 <b>seats</b> [1] - 16:15 <b>second</b> [20] - 8:9, 15:17, 16:4, 17:9, 17:24, 27:14, 27:15, 43:20, 71:5, 71:7, 79:1, 79:2, 80:1, 80:2, 81:3, 81:4, 82:16, 82:17, 83:21, 83:22 <b>secure</b> [1] - 10:4 <b>secures</b> [1] - 34:21 <b>see</b> [11] - 6:4, 21:23, 39:1, 43:8, 43:12, 55:15, 58:19, 61:20, 64:21, 64:22, 65:18 <b>seeing</b> [1] - 27:6 <b>seek</b> [1] - 67:22 <b>seeking</b> [2] - 34:1, 67:21 <b>seem</b> [2] - 56:1, 64:18 <b>sees</b> [1] - 28:25 <b>seize</b> [1] - 4:7 <b>sense</b> [1] - 45:15 <b>separate</b> [1] - 21:18 <b>series</b> [2] - 4:19, 25:23 <b>serve</b> [1] - 34:4 <b>service</b> [3] - 37:18, 37:19, 59:19 <b>Services</b> [1] - 1:24 <b>services</b> [4] - 19:14, 19:24, 26:18, 42:22 <b>serving</b> [1] - 36:22 <b>session</b> [1] - 56:13 <b>set</b> [14] - 10:2, 10:3, 11:23, 15:17, 16:5, 16:7, 33:1, 35:1, 43:25, 48:13, 49:15, 51:5, 52:11, 86:5 <b>set-aside</b> [1] - 52:11 <b>setaside</b> [1] - 52:12 <b>setting</b> [2] - 46:22, 75:14 <b>settle</b> [16] - 4:12, 23:22, 24:1, 24:2, 24:3, 28:22, 28:25, 48:16, 54:16, 55:19, 55:20, 55:24, 56:3, 72:13, 77:21 <b>settled</b> [2] - 9:4, 56:12 <b>settlement</b> [48] - 3:10, 6:13, 6:24, 8:5, 8:16, 8:17, 8:23, 9:24, 12:15, 13:7, 13:10, 13:12, 16:12, 23:23, 25:2, 31:20, 33:13, 33:17, 33:23, 35:15, 35:21, 35:23, 35:24, 46:10, 53:18, 53:23, 54:12, 56:5, 56:8, 56:17, 56:20, 57:8, 57:12, 57:15, 57:23, 58:14, 66:14, 66:18, 67:16, 68:17, 69:17, 72:22, 75:11, 79:20, 80:23, 82:9, 82:13, 83:16 <b>settlements</b> [8] - 4:23, 17:17, 25:24, 30:22, 76:7, 77:11 <b>settling</b> [4] - 4:15, 6:3, 34:14, 76:18 <b>seven</b> [3] - 29:15, 66:22, 70:16 <b>several</b> [2] - 24:7, 75:10 <b>sewer</b> [2] - 43:8 <b>Sez</b> [2] - 15:21, 16:1 <b>shape</b> [2] - 30:3, 30:14 <b>Share</b> [31] - 3:10, 5:25, 6:2, 6:8, 6:15, 6:16, 10:23, 10:24, 11:2, 11:13, 11:14, 12:15, 13:8, 13:12, 13:17, 13:19, 13:23, 13:25, 14:25, 24:24, 30:7, 31:20, 34:23, 34:24, 37:6, 64:12, 68:6, 72:6, 72:19, 83:14, 83:17 <b>share</b> [5] - 18:5, 18:21, 20:3, 63:8, 64:25 <b>shared</b> [1] - 21:19 <b>Sheriff</b> [1] - 63:10 <b>short</b> [1] - 34:12 <b>shortfall</b> [1] - 48:10 <b>shovels</b> [1] - 61:5 <b>show</b> [2] - 12:11, 27:3 <b>shows</b> [3] - 17:16, 17:22 <b>shy</b> [1] - 24:12	<b>sick</b> [1] - 78:5 <b>slide</b> [5] - 7:25, 9:10, 21:6, 21:7, 73:23 <b>sides</b> [1] - 61:21 <b>siding</b> [1] - 25:22 <b>sign</b> [2] - 49:6 <b>signed</b> [1] - 6:15 <b>significance</b> [1] - 7:22 <b>significant</b> [8] - 6:1, 7:20, 8:19, 11:6, 11:25, 20:25, 34:5, 44:19, 74:8 <b>signing</b> [1] - 10:11 <b>silent</b> [1] - 65:2 <b>simple</b> [1] - 17:15 <b>simplistically</b> [1] - 20:22 <b>simply</b> [4] - 16:5, 19:1, 25:1, 25:16 <b>single</b> [2] - 25:12, 55:18 <b>site</b> [28] - 6:20, 7:8, 7:13, 7:14, 7:16, 7:19, 10:10, 11:22, 12:6, 14:19, 15:8, 15:21, 30:16, 31:5, 31:6, 47:7, 48:7, 49:16, 49:20, 49:21, 50:5, 57:1, 61:2, 62:6, 62:7, 62:15, 76:16 <b>sites</b> [7] - 4:22, 8:17, 24:22, 32:23, 32:24, 37:10, 69:6 <b>situation</b> [5] - 4:1, 4:8, 10:21, 21:21, 24:10, 58:2, 66:6, 77:2, 82:25 <b>sleep</b> [1] - 34:20 <b>slight</b> [1] - 23:9 <b>slow</b> [2] - 66:2 <b>small</b> [2] - 14:18, 18:11 <b>smaller</b> [1] - 46:12 <b>social</b> [1] - 64:18 <b>someone</b> [5] - 30:25, 31:14, 43:21, 47:7, 49:5 <b>Sony</b> [3] - 15:6, 43:5, 82:7 <b>soon</b> [1] - 43:11 <b>sorry</b> [8] - 17:11, 32:6, 40:1, 51:14, 54:19, 54:21, 58:7, 60:24 <b>sound</b> [3] - 54:9, 54:16, 74:4 <b>sounds</b> [2] - 27:23, 54:9 <b>South</b> [3] - 29:15, 29:16, 54:7	<b>space</b> [1] - 18:10 <b>Speaker</b> [9] - 2:8, 2:8, 2:9, 2:9, 2:10, 2:10, 2:11, 2:11, 2:12 <b>SPEAKER</b> [88] - 27:22, 29:20, 29:25, 32:8, 32:12, 33:5, 33:12, 33:22, 34:13, 35:14, 35:19, 35:21, 36:9, 36:14, 36:18, 43:15, 43:19, 45:9, 45:16, 45:20, 45:23, 46:4, 46:7, 46:20, 46:24, 47:2, 47:13, 47:22, 48:5, 48:16, 48:22, 49:25, 52:5, 52:19, 54:25, 56:16, 57:5, 57:16, 57:22, 58:6, 58:13, 58:19, 58:25, 59:2, 59:4, 59:6, 59:13, 59:21, 59:25, 60:19, 60:24, 61:16, 62:1, 62:10, 62:13, 62:20, 62:25, 65:24, 66:3, 66:6, 66:11, 68:16, 68:24, 69:11, 69:20, 69:23, 70:6, 70:20 <b>speaking</b> [1] - 37:7 <b>SPECIAL</b> [2] - 1:17, 1:17 <b>Special</b> [1] - 3:8 <b>specific</b> [1] - 23:7 <b>specifically</b> [2] - 14:24, 19:20 <b>specifics</b> [1] - 20:11 <b>spelled</b> [1] - 2:15 <b>spend</b> [3] - 23:3, 42:3, 67:9 <b>spending</b> [4] - 19:10, 19:11, 20:9 <b>spent</b> [3] - 23:3, 49:13, 63:18 <b>springs</b> [1] - 38:24 <b>Square</b> [1] - 10:19 <b>staff</b> [1] - 27:1 <b>standards</b> [1] - 26:1 <b>start</b> [5] - 16:14, 43:3, 70:7, 71:13, 78:15 <b>started</b> [1] - 53:12 <b>starting</b> [3] - 67:25, 68:1, 75:17 <b>starts</b> [1] - 41:3 <b>State</b> [10] - 11:3, 21:2, 23:15, 23:16, 24:10, 28:1, 61:8, 61:11, 64:1, 75:24 <b>state</b> [1] - 3:18 <b>statement</b> [5] - 16:19, 23:10, 38:7, 81:11, 82:24 <b>statements</b> [3] - 23:12, 37:14, 67:12 <b>States</b> [1] - 38:21 <b>statute</b> [1] - 30:6 <b>statutory</b> [1] - 18:12 <b>stay</b> [1] - 24:15 <b>stayed</b> [1] - 21:22 <b>stenographically</b> [1] - 86:4 <b>step</b> [5] - 4:25, 10:11, 10:17, 27:19, 56:21 <b>steps</b> [1] - 24:18 <b>still</b> [7] - 34:18, 40:16, 55:8, 68:11, 70:24, 75:12, 75:13 <b>stock</b> [1] - 69:13 <b>stomach</b> [1] - 78:6 <b>stop</b> [1] - 25:22 <b>stories</b> [4] - 15:25, 72:1, 72:2 <b>straight</b> [3] - 21:25, 22:21 <b>strategy</b> [1] - 77:24 <b>street</b> [1] - 37:13 <b>strengthen</b> [1] - 48:2 <b>stronger</b> [1] - 77:25 <b>strongly</b> [1] - 28:22 <b>structure</b> [1] - 5:19 <b>structured</b> [1] - 62:5 <b>students</b> [4] - 23:5, 26:20, 42:12, 42:16 <b>stuff</b> [1] - 76:7 <b>subject</b> [4] - 20:4, 21:8, 22:21 <b>submit</b> [1] - 41:21 <b>subscription</b> [1] - 37:18 <b>subsequent</b> [1] - 20:20 <b>substantial</b> [2] - 8:17, 69:21 <b>suburbia</b> [1] - 64:13 <b>sudden</b> [1] - 55:6 <b>sue</b> [2] - 5:11, 28:8 <b>sufficient</b> [2] - 14:4, 14:5 <b>suggest</b> [1] - 28:22 <b>suggesting</b> [2] - 47:12, 69:16 <b>suitable</b> [4] - 31:6, 49:16, 49:17, 49:18 <b>suits</b> [1] - 29:16 <b>superintendents</b> [1] - 42:15 <b>support</b> [2] - 77:10, 77:23 <b>supporting</b> [1] - 74:24 <b>supposed</b> [5] - 17:5,
--	--	---

<p>39:19, 53:19, 61:4, 63:11</p> <p><b>Supreme</b> [6] - 24:11, 34:23, 44:6, 68:19, 68:20, 73:25</p> <p><b>SURENIAN</b> [42] - 1:17, 2:3, 3:15, 3:22, 28:4, 29:23, 30:1, 32:6, 33:7, 33:14, 34:20, 35:17, 35:20, 35:23, 40:5, 41:2, 43:24, 45:25, 46:18, 46:21, 46:25, 47:4, 47:16, 48:6, 48:12, 48:21, 49:3, 49:11, 50:2, 51:25, 56:20, 57:24, 61:8, 61:17, 62:4, 62:12, 62:14, 67:1, 69:16, 69:22, 69:25, 70:9</p> <p><b>Surenian</b> [5] - 3:9, 3:14, 3:16, 72:20, 74:10</p> <p><b>surplus</b> [34] - 10:7, 14:23, 14:24, 15:10, 15:13, 15:14, 30:23, 31:4, 31:23, 32:9, 32:15, 33:4, 33:9, 34:1, 34:2, 42:10, 49:1, 49:3, 49:7, 49:9, 49:11, 49:14, 51:17, 51:23, 52:1, 52:10, 55:4, 55:10, 68:7, 68:9, 69:3, 70:24</p> <p><b>surprise</b> [1] - 72:23</p> <p><b>surprising</b> [1] - 44:19</p> <p><b>swinging</b> [1] - 55:13</p> <p><b>switching</b> [1] - 74:15</p> <p><b>system</b> [2] - 43:8, 43:9</p> <p><b>systems</b> [2] - 23:2, 43:11</p>	<p><b>taxpayers</b> [1] - 38:4</p> <p><b>team</b> [1] - 63:3</p> <p><b>temporary</b> [1] - 28:16</p> <p><b>ten</b> [1] - 52:20</p> <p><b>tend</b> [1] - 65:2</p> <p><b>term</b> [1] - 40:14</p> <p><b>terms</b> [6] - 11:18, 16:11, 40:21, 41:3, 41:24, 53:17</p> <p><b>terrible</b> [2] - 55:21, 55:22</p> <p><b>testimony</b> [2] - 37:3, 64:7</p> <p><b>THE</b> [36] - 1:4, 2:7, 2:13, 79:4, 79:6, 79:8, 79:10, 79:12, 79:14, 80:5, 80:7, 80:9, 80:11, 80:13, 80:15, 80:18, 81:7, 81:9, 81:23, 81:25, 82:2, 82:4, 82:20, 82:22, 83:4, 83:6, 83:8, 83:10, 83:12, 83:25, 84:2, 84:4, 84:6, 84:8, 84:10, 84:20</p> <p><b>theater</b> [1] - 37:15</p> <p><b>theaters</b> [3] - 37:12, 37:16, 37:20</p> <p><b>themselves</b> [3] - 40:8, 65:4</p> <p><b>theoretically</b> [3] - 11:21, 19:23, 33:20</p> <p><b>theory</b> [1] - 19:20</p> <p><b>therefore</b> [1] - 30:7</p> <p><b>thereof</b> [1] - 73:4</p> <p><b>they've</b> [1] - 9:1</p> <p><b>thinking</b> [2] - 20:22, 38:1</p> <p><b>third</b> [8] - 8:10, 12:16, 18:2, 18:19, 37:3, 44:1, 44:9, 61:19</p> <p><b>thoughts</b> [1] - 37:9</p> <p><b>thousands</b> [1] - 25:3</p> <p><b>three</b> [9] - 3:10, 14:17, 14:21, 15:25, 37:9, 68:23, 69:1, 69:2, 72:1</p> <p><b>ticket</b> [1] - 14:21</p> <p><b>tighten</b> [1] - 53:25</p> <p><b>Tim</b> [3] - 3:12, 16:17, 17:2</p> <p><b>TIMOTHY</b> [1] - 1:12</p> <p><b>TO</b> [1] - 1:4</p> <p><b>today</b> [3] - 44:15, 70:18, 76:6</p> <p><b>together</b> [3] - 9:15, 17:2, 84:15</p> <p><b>Toll</b> [1] - 7:3</p> <p><b>tomorrow</b> [1] - 28:18</p>	<p><b>tonight</b> [13] - 4:19, 6:14, 24:21, 27:24, 37:3, 38:10, 38:11, 38:13, 40:22, 40:23, 48:16, 56:10, 71:20</p> <p><b>took</b> [3] - 6:2, 32:6, 77:4</p> <p><b>top</b> [1] - 22:9</p> <p><b>tortuous</b> [1] - 74:18</p> <p><b>Toskos's</b> [1] - 23:25</p> <p><b>total</b> [5] - 17:25, 18:20, 32:22, 45:22, 50:18</p> <p><b>towards</b> [5] - 30:16, 47:8, 50:8, 64:9, 64:22</p> <p><b>towers</b> [1] - 24:7</p> <p><b>town</b> [24] - 4:7, 5:21, 6:17, 11:13, 18:9, 19:25, 20:7, 26:11, 26:23, 27:3, 27:9, 27:25, 32:24, 34:6, 34:21, 45:23, 51:3, 51:19, 65:5, 71:25, 74:12, 75:6, 77:12, 83:1</p> <p><b>town's</b> [1] - 46:2</p> <p><b>tracks</b> [1] - 16:1</p> <p><b>trading</b> [1] - 22:7</p> <p><b>traffic</b> [2] - 22:7, 22:8</p> <p><b>train</b> [1] - 16:1</p> <p><b>transcribed</b> [1] - 3:1</p> <p><b>TRANSCRIPT</b> [1] - 1:3</p> <p><b>transcript</b> [1] - 86:3</p> <p><b>Transcription</b> [1] - 1:24</p> <p><b>transcription</b> [1] - 85:1</p> <p><b>transition</b> [1] - 63:3</p> <p><b>translates</b> [2] - 74:5</p> <p><b>traveling</b> [1] - 23:15</p> <p><b>treading</b> [2] - 48:10, 52:8</p> <p><b>Trenton</b> [2] - 74:21, 75:24</p> <p><b>trial</b> [3] - 44:6, 70:14, 82:12</p> <p><b>tricky</b> [1] - 19:1</p> <p><b>tried</b> [3] - 4:1, 8:21, 8:22</p> <p><b>trigger</b> [1] - 35:2</p> <p><b>triggers</b> [1] - 29:5</p> <p><b>true</b> [5] - 35:21, 35:23, 55:4, 66:18, 86:2</p> <p><b>trust</b> [1] - 63:4</p> <p><b>try</b> [12] - 5:11, 5:12, 5:19, 8:7, 8:14, 10:14, 12:21, 12:23, 28:10, 46:22, 67:7</p> <p><b>trying</b> [6] - 16:15,</p>	<p>45:11, 47:22, 66:12, 68:10, 74:3</p> <p><b>tuesday</b> [1] - 1:5</p> <p><b>turn</b> [4] - 13:8, 23:7, 25:3, 37:12</p> <p><b>twice</b> [1] - 71:3</p> <p><b>Two</b> [1] - 79:21</p> <p><b>two</b> [15] - 3:23, 11:17, 15:15, 15:19, 15:23, 23:1, 23:14, 31:1, 32:10, 41:22, 42:15, 42:19, 43:15, 67:18, 74:25</p> <p><b>types</b> [1] - 64:11</p> <p><b>typical</b> [3] - 10:2, 55:23, 57:19</p> <p><b>typically</b> [1] - 19:22</p>	<p>76:18, 76:19</p> <p><b>unless</b> [3] - 35:11, 68:13, 69:20</p> <p><b>unlike</b> [2] - 64:2, 64:3</p> <p><b>unmet</b> [10] - 8:12, 8:15, 11:19, 12:19, 31:25, 32:1, 34:3, 68:3, 70:3, 70:5</p> <p><b>unrealistic</b> [2] - 34:9, 75:18</p> <p><b>unusual</b> [3] - 31:19, 68:5, 68:6</p> <p><b>UP</b> [1] - 1:4</p> <p><b>up</b> [30] - 3:6, 5:12, 10:8, 12:7, 14:1, 15:5, 19:13, 23:11, 24:9, 24:21, 32:6, 32:10, 33:3, 33:9, 39:23, 43:25, 46:12, 48:20, 50:21, 51:8, 51:9, 51:13, 52:1, 52:9, 54:8, 54:13, 56:25, 69:15</p> <p><b>upper</b> [1] - 4:9</p> <p><b>upset</b> [1] - 51:16</p> <p><b>upwards</b> [1] - 33:21</p> <p><b>usual</b> [1] - 4:1</p> <p><b>utilize</b> [1] - 22:19</p> <p><b>utilized</b> [2] - 20:17, 21:9</p>
<b>U</b>				
<p><b>um-um</b> [1] - 17:16</p> <p><b>unacceptable</b> [1] - 25:1</p> <p><b>unadjustment</b> [1] - 34:10</p> <p><b>unanimous</b> [1] - 4:5</p> <p><b>under</b> [3] - 14:20, 50:2, 61:22</p> <p><b>understand</b> (</p> <p><b>inaudible</b> [1] - 39:2</p> <p><b>undeveloped</b> [1] - 11:22</p> <p><b>undone</b> [1] - 29:22</p> <p><b>unfair</b> [2] - 24:10, 66:13</p> <p><b>unfortunate</b> [1] - 24:9</p> <p><b>unit</b> [7] - 7:24, 15:5, 15:14, 30:23, 32:15, 33:4, 69:6</p> <p><b>United</b> [1] - 38:20</p> <p><b>units</b> [65] - 6:24, 6:25, 7:12, 7:14, 7:15, 7:17, 7:18, 7:19, 9:8, 9:23, 10:10, 11:20, 13:16, 13:20, 14:4, 14:5, 14:7, 14:9, 14:23, 15:1, 15:2, 15:4, 15:12, 15:17, 16:2, 25:3, 31:7, 31:15, 32:9, 32:22, 32:24, 32:25, 33:1, 39:21, 40:7, 46:9, 46:13, 46:14, 47:24, 48:8, 48:9, 48:12, 49:15, 50:18, 50:19, 51:5, 51:6, 51:18, 51:20, 52:1, 52:4, 52:6, 62:5, 62:6, 62:11, 70:24, 71:21, 71:23, 74:5, 76:17,</p>				
<b>V</b>				
<p><b>vacant</b> [3] - 32:19, 34:21, 44:14</p> <p><b>value</b> [1] - 10:6</p> <p><b>vernacular</b> [1] - 10:25</p> <p><b>versus</b> [3] - 21:14, 34:25, 66:23</p> <p><b>via</b> [1] - 60:13</p> <p><b>View</b> [5] - 7:13, 7:16, 7:18, 39:19, 62:7</p> <p><b>visuals</b> [1] - 40:10</p> <p><b>voice</b> [2] - 75:8, 81:11</p> <p><b>vote</b> [13] - 24:21, 60:3, 60:11, 60:13, 63:5, 77:23, 81:11, 81:20, 82:24, 83:3, 83:12, 84:12, 84:18</p> <p><b>voted</b> [9] - 23:22, 39:18, 56:14, 58:17, 59:4, 59:19, 59:20, 59:22</p> <p><b>votes</b> [2] - 3:6, 78:22</p> <p><b>voting</b> [1] - 81:17</p> <p><b>VOYTUS</b> [1] - 1:16</p>				
<b>T</b>				
<p><b>table</b> [3] - 23:22, 78:18, 78:21</p> <p><b>tabled</b> [2] - 40:3, 40:4</p> <p><b>tangible</b> [1] - 73:22</p> <p><b>tax</b> [20] - 16:18, 17:22, 17:25, 18:2, 18:8, 18:18, 19:2, 19:3, 19:5, 19:9, 19:11, 19:23, 20:18, 21:18, 21:22, 22:21, 45:22, 46:2, 60:6</p> <p><b>taxes</b> [7] - 19:7, 20:19, 20:21, 26:17, 40:22, 42:9, 45:14</p> <p><b>taxpayer</b> [1] - 77:9</p>				
<b>W</b>				
<p><b>wait</b> [3] - 17:9, 36:9,</p>				

43:3 <b>waiting</b> [1] - 24:17 <b>walk</b> [1] - 17:20 <b>walked</b> [2] - 44:5, 45:2 <b>wants</b> [3] - 28:20, 51:18, 60:15 <b>Washington</b> [1] - 74:22 <b>water</b> [2] - 48:10, 52:8 <b>ways</b> [2] - 35:11, 64:10 <b>wealth</b> [1] - 77:1 <b>WEAVER</b> [8] - 1:13, 78:4, 79:15, 80:16, 80:19, 82:5, 83:11, 84:11 <b>Weaver</b> [8] - 36:25, 78:3, 78:18, 79:14, 80:15, 82:4, 83:10, 84:10 <b>Wegman's</b> [2] - 17:19, 37:24 <b>weighted</b> [1] - 24:25 <b>well-established</b> [2] - 67:4, 67:5 <b>west</b> [1] - 16:1 <b>western</b> [1] - 37:21 <b>whole</b> [1] - 36:12 <b>widespread</b> [1] - 69:4 <b>willing</b> [1] - 68:13 <b>willy</b> [1] - 20:9 <b>willy-nilly</b> [1] - 20:9 <b>wind</b> [1] - 54:8 <b>wisdom</b> [1] - 36:22 <b>wish</b> [2] - 27:18, 71:20 <b>wonder</b> [1] - 38:13 <b>wondering</b> [1] - 40:21 <b>word</b> [1] - 10:25 <b>words</b> [1] - 23:25 <b>works</b> [2] - 47:21, 51:9 <b>world</b> [1] - 24:23 <b>worry</b> [1] - 34:15 <b>worse</b> [2] - 32:14, 75:17 <b>written</b> [1] - 34:4	63:8, 66:22, 70:4, 70:16, 73:5 <b>yield</b> [1] - 32:20 <b>yourself</b> [2] - 5:11, 10:7
<b>Z</b>	
<b>zone</b> [2] - 15:8, 31:1 <b>Zone</b> [1] - 16:3 <b>zones</b> [3] - 15:20, 15:24, 25:11 <b>zoning</b> [6] - 4:7, 14:20, 15:16, 15:18, 25:9, 69:4	
<b>X</b>	
<b>XI00991</b> [1] - 86:18	
<b>Y</b>	
<b>year</b> [9] - 5:13, 17:23, 20:25, 30:4, 41:22, 42:19, 43:17, 44:20, 52:21 <b>years</b> [15] - 23:14, 32:15, 36:19, 41:23, 42:19, 45:10, 47:3, 50:9, 53:12, 55:15,	



PUBLIC MEETING  
MINUTES

The Public Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:37PM. Adequate notification was published in the official newspaper of the Borough of Montvale. Fire Chief Miller led the Pledge of Allegiance to the Flag, and roll call was taken.

**OPEN PUBLIC MEETING STATEMENT**

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

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

**ROLL CALL:**

Councilmember Arendacs	Councilmember Koelling
Councilmember Curry	Councilmember Lane
Councilmember Gloeggler	Councilmember Weaver - absent

**Montvale Snow Angels 2018 season**

This program will help residents in need of snow removal; Mayor Ghassali presented 6 volunteers with shovels and a list of residents that need help;

**ORDINANCE:**

**PUBLIC HEARING ORDINANCE NO. 2017-1436** AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 128 OF THE BOROUGH CODE TO ESTABLISH THE MIXED-USE PLANNED UNIT DEVELOPMENT DISTRICT AND TO SET FORTH THE STANDARDS AND CRITERIA APPLICABLE THERETO

(Adopted Planning Board Resolutions)

**WHEREAS**, Block 2702, Lot 1 and Block 2801, Lot 2 (also known as 1 and 3 Mercedes Drive) and Block 3201, Lot 6 (also known as 1 Glenview Road) (collectively, the "Mercedes Properties") are currently owned by the S. Hekemian Group, LLC and/or its subsidiaries or affiliates; and

**WHEREAS**, in compliance with the New Jersey Supreme Court's decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 6, 2015, the Borough filed an action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Borough of Montvale, County of Bergen, Docket No. BER-L-6141-15, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan (as defined herein), in addition to related reliefs (the "Compliance Action"); and

**WHEREAS**, on August 7, 2017, the Court granted The S. Hekemian Group's Motion to Intervene in the Compliance Action; and

**WHEREAS**, in order to partially settle the Compliance Action, the Borough of Montvale and the Montvale Planning Board approved a Settlement Agreement with The S. Hekemian Group, LLC, at their public meetings of November 14, 2017 and November 21, 2017, respectively; and

**WHEREAS**, the Borough is desirous of adopting an Ordinance intended to implement the provisions of the Settlement Agreement.

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

**Section 1.** Chapter 128 of the Code of the Borough of Montvale, Section 128-2.1, "Classes of districts," is hereby amended and supplemented by adding the underlined text alphabetically, as follows:

**§128-2.1      Classes of districts.**

M-PUD Mixed-Use Planned Unit Development District

**Section 2.** Chapter 128 of the Code of the Borough of Montvale, Section 128-3.1, "Definitions and word usage," is hereby amended and supplemented by adding the underlined text alphabetically, as follows:

**§128-3.1 Definitions and word usage.**

Dinner theater – A venue that combines a restaurant-style meal and/or drinks with either: (i) a movie; or (ii) a live performance. Live performances include musical acts, theatrical acts (including stand-up comedy), plays or any combination of these, or similar activity performed live by one or more persons. This does not include adult entertainment.

Discount/dollar store – A retail store that sells a wide range of inexpensive household goods, which may include product lines such as food and drink, personal hygiene products, small home and garden tools, office supplies, decorations, electronics, garden plants, toys, pet supplies, books, recorded media and motor and bike consumables. This type of store often sells many items for the price of one dollar.

Express Retail store- A retail store of a smaller version of the large-scale retail store engaged in selling goods and/or services.

Instructional - Uses for the teaching and practice of dance, drama, art, language, martial arts, music, aerobics, sports, fitness, photography and the like. These uses may, from time to time, hold group events, such as birthday parties. This definition shall not include public or private schools.

Educational office – A room or group of rooms used for conducting corporate training, which is generally furnished with desks, tables and communication equipment.

**Section 3.** Chapter 128 of the Code of the Borough of Montvale is hereby amended and supplemented by adding a new Section 128-5.15, "Mixed-Use Planned Unit Development District," as follows:

**§128-5.15 Mixed-Use Planned Unit Development District.**

The following standards shall apply to development within the Mixed-Use Planned Unit Development District. All other provisions of Chapter 128, Zoning of the Montvale Code shall apply to development in the M-PUD District only where specifically indicated as applicable in §128-5.15 of the Montvale Code. When the standards herein conflict with other provisions of Chapter 128, the standards herein shall apply.

- A. Purpose. The Mixed-Use Planned Unit Development District is intended to repurpose the former Mercedes-Benz campus by constructing a mixed-use development that simultaneously provides credits towards the Borough's affordable housing obligation. The M-PUD regulations are intended to capitalize on the district's unique location between a lifestyle retail shopping center and the Garden State Parkway.
- B. Application requirements. Any application for development for any portion or the entirety of the M-PUD District shall be submitted as a planned development, in the nature of a preliminary site plan application. Such application shall describe any phasing of the proposed project, together with all on-site and off-site improvements needed to support such phases. The application for preliminary site plan approval may also include a request for final approvals with respect to such phase or phases. The following shall apply:
  - (1) Development within the M-PUD District shall be subject to the requirements of the district and to the mandatory findings for planned development as required by the Municipal Land Use Law, N.J.S.A. 40:55D-45.
  - (2) Contribution of the pro-rata share of off-site improvements, including, but not limited to, required roadways, traffic signals, utilities, lighting, landscaping, sidewalk/curbs and drainage.
    - (a) Off-tract improvements are required whenever an application for development requires the construction of off-tract improvements that are clearly, directly and substantially related to or necessitated by the proposed development. The Planning Board, as the

case may be, shall require as a condition of final site plan or subdivision approval that the applicant provide for such off-tract improvements. Off-tract improvements shall include water, sanitary sewer, drainage and street improvements, including such easements as are necessary or as may otherwise be permitted by law.

- (b) Determination of cost. When off-tract improvements are required, the Borough Engineer shall calculate the cost of such improvements in accordance with the procedures for determining performance guaranty amounts in N.J.S.A. 40:55D-53.4. Such costs may include, but not be limited to, any or all costs of planning, surveying, permit acquisition, design, specification, property and easement acquisition, bidding, construction, construction management, inspection, legal, traffic control and other common and necessary costs of the construction of improvements. The Borough Engineer shall also determine the percentage of off-tract improvements that are attributable to the applicant's development proposal and shall expeditiously report his findings to the board of jurisdiction and the applicant.
- (c) Improvements required solely for the application's development. Where the need for an off-tract improvement is necessitated by the proposed development and no other property owners receive a special benefit thereby, or where no planned capital improvement by a governmental entity is contemplated, or the improvement is required to meet the minimum standard of the approving authority, the applicant shall be solely responsible for the cost and installation of the required off-tract improvements. The applicant shall elect to either install the off-tract improvements or pay the municipality for the cost of the installation of the required off-tract improvements.
- (d) Improvements required for the applicant's development and befitting others. Where the off-tract improvements would provide capacity in infrastructure in excess of the requirements in Subsection B(2)(c) above, or address an existing deficiency, the applicant shall elect to either install the off-tract improvements, pay the pro-rata share of the cost to the Borough, or pay more than its pro-rata share of the cost to facilitate the construction of the improvement(s) and accept future reimbursement so as to reduce its payment to an amount equal to its pro-rata share. If a developer elects to address the required off-tract improvement(s) by making a payment, such payment shall be made prior to the issuance of any building permit. If the applicant elects to install the off-tract improvements or to pay more than its pro-rata share of the cost of the improvements, it shall be eligible for partial reimbursement of costs of providing such excess. The calculation of excess shall be based on an appropriate and recognized standard for the off-tract improvement being constructed, including but not limited to gallonage, cubic feet per second and number of vehicles. Nothing herein shall be construed to prevent a different standard from being agreed to by the applicant and the Borough Engineer. The process, procedures and calculation used in the determination of off-tract costs shall be memorialized in a PUD or developer's agreement to be reviewed and approved by the Borough Attorney, who may request advice and assistance from the Planning Board

Attorney. Future developers benefiting from the excess capacity provided or funded by the initial developer shall be assessed in their pro-rata share of off-tract improvement cost based on the same calculation used in the initial calculation. Such future developers shall pay their assessment, plus a two percent administration fee not to exceed \$2,000, to the Borough, at the time of the signing of the final plat or final site plan as a condition precedent to such signing. The Borough shall forward the assessment payment to the initial developer, less any administration fee, within 90 days of such payment.

- (e) Performance guaranty. If the applicant elects to construct the improvements, the applicant shall be required to provide, as a condition of final approval, a performance guaranty for the off-tract improvements in accordance with N.J.S.A. 40:55D-53 and §128-5.15 above.
  - (f) Certification of costs. Once the required off-tract improvements are installed and the performance bond released, the developer shall provide a certification to the Borough Engineer of the actual costs of the installation. The Borough Engineer shall review the certification of costs and shall either accept them, reject them or conditionally accept them. In the review of costs, the Borough Engineer shall have the right to receive copies of invoices from the developer sufficient to substantiate the certification. Failure of the developer to provide such invoices within 30 days of the Borough Engineer's request shall constitute forfeiture of the right of future reimbursement for improvements that benefit others.
  - (g) Time limit for reimbursement. Notwithstanding any other provisions to the contrary, no reimbursement for the construction of off-tract improvements providing excess capacity shall be made after 10 years has elapsed from the date of the acceptance of the certification of costs by the Borough Engineer.
- (3) Any application for development within the M-PUD District shall be accompanied by an Environmental Impact Statement that complies with §128-17.1 through §128-17.10 of this Chapter.

C. Permitted principal uses:

- (1) Within the M-PUD District parcels along Mercedes Drive (Block 2702 Lot 1 and Block 2801 Lot 2), the site plan application for development shall contain all of the following principal uses:
  - (a) Multi-family residential housing.
  - (b) Minimum of 40,000 square feet in the aggregate of professional, medical, educational and general offices.
  - (c) Hotel with a minimum of 150 rooms and 8,500 square feet of conference space.
  - (d) A retail component with a minimum of 30,000 square feet in the aggregate inclusive of one or more of the following uses:

- [1] Restaurants.
  - [2] Child care center and adult daycare.
  - [3] Lifestyle retail uses as set forth in §128-5.14(C)(2)(b).
  - [4] Instructional uses.
  - [5] Pharmacy.
  - [6] Fitness uses.
  - [7] Express Retail Store not exceeding 65,000 square feet.
  - [8] Grocery Stores.
- (2) Within the M-PUD District parcels along Mercedes Drive (Block 2702 Lot 1 and Block 2801 Lot 2, the development may contain one or more of the following principal uses:
- (a) Dinner theater.
  - (b) Banks and financial institutions.
  - (c) Any use permitted in §128-5.4 governing the OR Districts.
- (3) Within the M-PUD District parcel at 1 Glenview Road (Block 3201 Lot 6), the development may contain the following principal uses:
- (a) Multi-family residential housing, either rental or "for sale".
  - (b) Any use permitted in §128-5.4 governing the OR Districts.
- (4) Nothing in this Ordinance specifies or restricts the choice by the Developer as to the timing or sequence of construction of the various permitted uses in the M-PUD District. The General Development Plan may include either the Block 2702, Lot 1, Block 2801, Lot 2 and/or Block 3201, Lot 6 properties. Nothing contained herein shall require the General Development Plan to include all of these properties.
- D. Permitted accessory uses:
- (1) Off-street parking and loading.
  - (2) Freestanding parking garages, limited to two levels above grade surface parking, only on Block 2702 Lot 1 and Block 2801 Lot 2.
  - (3) Parking incorporated into the building design.
  - (4) Signs, subject to the requirements of §128-5.15(H)(1)(k) below.
  - (5) Street furniture, planters, approved public art elements, gazebos, information kiosks, water features, waste/recycle receptacles, vehicle charging stations and bicycle racks in accordance.
  - (6) Parks and open space facilities, including, but not limited to, walkways, bikeways, courtyards, plazas and gardens.
  - (7) Fences and walls, including retaining walls, subject to the requirements of §128-5.15(H)(1)(i) below.
  - (8) Landscaping and buffering in accordance with the requirements of §128-5.15(H)(1)(e) below.

- (9) Stormwater detention facilities.
- (10) Management office for development.
- (11) Lighting fixtures in accordance with the requirements of §128-5.15(H)(1)(j) below.
- (12) Automated teller machines, incorporated into a building's design.
- (13) Outdoor dining, outside of the public right-of-way.

**E. Prohibited uses.**

- (1) Any use not specifically permitted shall be prohibited.
- (2) Gas stations.
- (3) Any drive-through or drive-in use or service, whether principal or accessory, other than in connection with a pharmacy use or a bank with no more than two (2) drive-thru lanes.
- (4) Adult stores.
- (5) Discount/dollar stores, except Express Retail Stores as permitted herein.
- (6) Tattoo parlors.
- (7) Nail salons and massage parlors, unless included as part of a day spa or full-service hair salon.

**F. Bulk, area and other dimensional standards.**

- (1) General standards for principal and accessory uses in the M-PUD District:

<b>Standard</b>	<b>Requirement</b>
<b>Minimums:</b>	
Lot area	32 acres
Lot frontage	600 feet
Front yard setback (from centerline of street)	60 feet
Side and rear yard setback	50 feet
Setback between building façades	60 feet
<b>Maximums:</b>	
	Building height 4 stories and 65 feet <sup>1</sup> . For purposes of this section, all cellars and/or basements and levels used, in whole or in part, for parking shall not be

<sup>1</sup> The building height measurement shall be measured from the proposed/final average grade, not the existing average grade. Where a building is situated on a slope the highest two building corners (which are the uphill corners) shall be used to determine the final average grade of the building. Except as previously set forth, building height shall be measured in accordance with the definition of "building height" set forth in Section 128-3.1. No fully subterranean level shall include any use other than parking or storage.

considered stories. Any level that contains residential shall be counted as a story.

Floor area ratio	65%
Building coverage	30%
Lot coverage (impervious surfaces)	50%
Lot coverage (including pervious surfaces) <sup>2</sup>	65%

(2) Standards for Block 3201 Lot 6:

Standard	Requirement
Minimums:	
Lot area	2 acres
Front yard setback (from center line of street)	60 feet
Side and rear yard setback	30 feet
Maximums:	
Building height	3 stories and 45 feet
Building coverage	35%
Lot coverage	60%

- (3) Contiguous lots separated by public streets or rights of way, other than divided highways, may be combined for the purpose of calculating lot area. Land dedicated to wetlands, wetland buffers, streams, riparian zones, floodways, flood hazard areas, or similar purposes shall be included in all calculations.

G. Multi-family residential standards.

(1) General standards.

- (a) A maximum of 350 multi-family residential units are permitted on Block 2702, Lot 1 and Block 2801, Lot 2 and Block 3201, Lot 6. Of these, an aggregate minimum of 15 percent shall be low and moderate income housing units. For example, if 350 total units are constructed, 53 of those units shall be low and moderate income housing units.
- (b) A maximum of 310 multi-family residential units are permitted on Block 2702, Lot 1 and Block 2801, Lot 2.

(2) Market-rate residential unit standards.

- (a) Residential units located on Block 2702, Lot 1 and Block 2801, Lot 2 shall have the following minimum unit sizes:

<sup>2</sup> The maximum impervious lot coverage shall be 50% utilizing standard impervious parking techniques for all paved surfaces. However, alternative porous paving system and vegetative "green" roof areas may be used to attain total lot coverage of 65%, with no more than 50% of the lot coverage being impervious surface and up to an additional 15% of the lot coverage being pervious paving surfaces and green roof areas. Pavers over pervious base or turf blocks shall only be utilized for pedestrian and biking surfaces, overflow parking areas or emergency only access driveways. Porous pavement, suitable for more general and heavier-use vehicular surface applications, is also acceptable. Upon approval, an approved, bonded maintenance plan incorporating best management practices shall be required for all pervious paving surface areas to minimize siltation of porous paving areas.

[1] One-bedroom – 700 square feet

[2] Two-bedroom – 850 square feet

[3] Three-bedroom - 1,100 square feet

- (b) A maximum of 10% of the market-rate units on Block 2702, Lot 1 and Block 2801, Lot 2 may be three-bedroom units.

(3) Affordable housing unit requirements.

- (a) Fifteen percent (15%) of the total residential units shall be reserved for, and affordable to, low and moderate income households. For example, if 350 total units are constructed, 53 of those units shall be low and moderate income housing units (27 affordable to low income households (7 of which shall be affordable to very low income households) and 26 affordable to moderate income households). The units shall meet the low/moderate income split required by the Uniform Housing Affordability Controls and provide at least 13% of the units as very-low-income units.
- (b) The affordable units shall have a minimum 30 year deed restriction. Any such affordable units shall comply with UHAC, applicable COAH affordable housing regulations, the Fair Housing Act, any applicable order of the Court, and other applicable laws.
- (c) The units shall meet the bedroom distribution required by the Uniform Housing Affordability Controls.
- (d) The units shall meet the low/moderate income split required by the Uniform Housing Affordability Controls and provide at least 13% of the units as very-low-income units as mandated by the Fair Housing Act. The distribution of the affordable housing units shall be in compliance with COAH's Round Two substantive regulations, N.J.A.C. 5:93.
- (e) The developer shall be responsible for retaining a qualified Administrative Agent at the developer's sole cost and expense.
- (f) The affordable units shall be family affordable units.
- (g) The developer shall be responsible for paying the required development fees as outlined by the Statewide Non-Residential Development Fee Act applicable to the non-residential portion of the development.

H. Site standards.

(1) Site standards for Block 2702, Lot 1 and Block 2801, Lot 2.

(a) Circulation.

- [1] Sidewalks shall be provided along all public street frontages. In addition, sidewalks and/or walkways shall link all buildings within the development to the sidewalks of all adjoining public streets.



- [2] Where sections of sidewalks branch off or join up, a decorative marker, signpost, or circle is recommended. Where sidewalks traverse vehicular driveways, crosswalks shall be provided and marked with textured paving in a contrasting material and color.
- [3] All sidewalks shall have a minimum clear paved walking width of at least five feet; however, sidewalks in front of all commercial storefronts and in other areas with high pedestrian traffic shall have a minimum clear paved walking width of at least seven feet and shall include decorative paving materials, rather than plain concrete.
- [4] Sidewalks adjacent to streets or circulation drives shall also include a landscape strip with street trees, grass and low planting that serve as water storage and infiltration. Where street trees are thus required, they shall be planted no more than 40 feet apart, on center, on average, with variation permitted for curb cuts, utility vaults and other site conditions.
- [5] Benches are encouraged to be located throughout the development along the pedestrian sidewalk network.
- [6] Bike racks shall be provided in clear view of storefront entrances, with at least one bike space for every 5,000 square feet of non-residential gross floor area. Said racks shall be served with night lighting.

(b) Off-street parking.

- [1] The standards in Section 128-7.1 (except for Subsections B, E, F, K, I and T) of Chapter 128 shall apply. The Planning Board may require compliance with Section 128-7.1(l) for hotel, or stand-alone office or retail pads. Rooftop parking shall be prohibited unless it is adequately screened from view from adjacent properties and streets.
- [2] Off-street parking spaces between the building façade and Grand Avenue shall be limited to no more than fifteen percent of the total parking spaces.
- [3] The following parking ratios shall apply to development within the M-PUD Zone:

Use	Parking spaces
Banks and financial institutions	1 per 300 sq ft.
Professional, medical, educational, and general offices	1 per 300 sq ft
Restaurants	1 per 3 seats + 1 per 2 employees (peak)
Lifestyle retail uses	1 per 250 sq ft
Child care center and adult daycare	1 per 300 sq ft
Instructional uses	1 per 120 sq ft

## Hotels

greater of:  
 1 per room OR  
 0.75 per room +  
 1 per 3 conference seats

## Dinner theater

1 per 3 seats +  
 1 per 2 employees (peak)

## Multi-family residential

As per RSIS

- [4] Where uses share access and parking spaces, the required ratios above shall be lowered by the Planning Board, based upon a shared parking analysis, which demonstrates, to the reasonable satisfaction of the Planning Board, that the combined peak parking demand can be satisfied for those shared parking facilities at a lower combined ratio.

- [5] All surface parking shall be in common except for visitor and handicapped parking spaces.

## (c) Loading.

- [1] The standards in Section 128-7.6 of Chapter 128 shall apply.
- [2] Truck loading, service bays and service areas shall be located on the side or rear façade. No truck loading, service bay or service area shall be visible from a municipal or county right-of-way. Landscaping, fencing and other site design mechanisms may be utilized in order to provide appropriate screening.

## (d) Parks and open space.

- [1] Parks or plazas shall be provided that, in the aggregate, is at least 11,500 square feet and open to the public, subject to the rules of the property owner. Chairs, tables, benches and a water feature are encouraged.
- [2] If there is a retention/detention basin, a walking path may be provided around it that is linked to the greater development.

## (e) Landscaping.

- [1] The plant palette from the Shoppes at DePiero Farm (AH-PUD District) should be implemented and enhanced within the M-PUD.
- [2] The standards in Section 128-8.20.1(C)(8) shall apply.
- [3] The standards in Section 128-9.8 and Section 128-9.8.1 of Chapter 128 concerning berms shall apply.

## (f) Architecture.

- [1] The building material design palette shall be compatible with the approved Shoppes at DePiero Farm (AH-PUD District), but not necessarily of a farm/equestrian vernacular.

- [2] Buildings shall avoid long, monotonous, uninterrupted walls or roof planes. Building wall offsets, including projections such as canopies and recesses shall be used in order to add architectural interest and variety and to relieve the visual effect of a simple, long wall. Similarly, in the case of a pitched roof, roofline offsets, dormers or gables shall be provided in order to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof.
  - [3] The maximum spacing between building wall offsets shall be 60 feet.
  - [4] The minimum projection or depth of any individual vertical offset shall be 1.5 feet.
  - [5] The maximum spacing between roof offsets shall be 60 feet.
  - [6] The architectural treatment of the front façade shall be continued in its major features around all visibly exposed sides of a building. All sides of a building facing a public street shall be architecturally designed to be consistent with regard to style, materials, colors and details.
  - [7] Fenestration shall be architecturally compatible with the style, materials, colors and details of the building. Windows shall be vertically proportioned.
  - [8] All entrances to a building shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, etc.
  - [9] All ground-level retail and service uses that face a public space shall have clear glass on at least 60% of their facades between three and eight feet above grade.
  - [10] Heating, ventilating and air-conditioning systems, utility meters and regulators, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated to be, as much as possible, inconspicuous as viewed from the public right-of-way and adjacent properties. Section 128-6.4, regarding satellite antennas, shall apply.
  - [11] All rooftop mechanical equipment shall be screened from view from all vantage points at or below the level of the roof.
  - [12] Placement of any packaged terminal air conditioner units within the façade is prohibited.
  - [13] Balconies are prohibited, except for internal balconies not visible from the boundaries of the property which shall be permitted.
- (g) Building design for commercial/office pads.
- [1] A maximum of two free-standing commercial/office pads are permitted. The maximum building size of each such pad shall be 15,000 square feet per floor plate.

- [2] Offices are encouraged to be located on the upper floors of the free-standing commercial pads.
  - [3] The maximum building height/stories shall be 4 stories and 65 feet.
- (h) Trash. All trash/recycling storage areas shall be enclosed on all four sides and screened using wood fencing or other attractive material. Trash may be stored inside the buildings.
- (i) Fences and walls.
- [1] To the extent possible, the use of retaining walls should be used in the form of terraces to accommodate severe grade changes, rather than single tall retaining walls. However, no retaining walls shall exceed a height of 15 feet. Where provided, retaining walls shall be screened with a variety of landscaping materials, in groupings, rather than utilizing hedges or uniform plant species and spacing.
  - [2] Ornamental walls utilizing loose laid stone may be provided throughout the site as appropriate, up to a height of four feet.
  - [3] Fences shall be installed along the tops of all retaining walls that exceed a height of three feet. Chain-link fencing, including vinyl-coated chain-link fencing, is prohibited.
  - [4] No fence on the site may exceed a height of four feet, except for fences for the screening of loading areas, utility enclosures and dumpsters.
- (j) Lighting.
- [1] LED (light-emitting diode) light of the soft white category shall be incorporated into site, service and parking lot lighting.
  - [2] All exterior lights shall be designed so as to reduce glare, lower energy usage and direct lights only to where they are needed.
- (k) Signage.
- [1] Section 128-9.7A.1 through Section 128-9.7A.4, shall apply. The standards in Section 128-9.7A.8 through Section 128-9.7A.15 of Chapter 128 shall also apply, except that Section 128-9.7A.9A(6), 128-9.7A.9F, 128-9.7A.9G and 128-9.7A.9S shall not apply.
  - [2] Signs permitted within the development shall be only those specified in the table below.

Type	Location	Maximum Number	Total Area (sq. ft.)	Maximum Area of any 1 Sign (sq. ft.)	Maximum Height (feet)	Required setback from Property Line (feet)	Maximum Letter Height (feet)
Primary Monument	Intersection of Mercedes Dr./ Grand Ave.	1	100	-	12	10	-
Entrance Monument	Mercedes Dr. Entrance	2	36	-	6	5	-
Wall*	-	1	36**	-	-	-	3
Wall* (over 10,000 sq. ft tenant)	-	2	36 per sign, 60 combined **	-	-	-	3
Window	-	-	20% of the aggregate window area	-	-	-	-
Pedestrian Wayfinding Directory	Key pedestrian ways, public activity areas	4	60	12	6	100	-

\* One additional projecting sign per tenant may be permitted but shall not exceed five square feet in size. If a projecting sign is utilized, then both a wall and a projecting sign may be allowed on the same façade. Otherwise, no tenant may locate two wall signs on the same façade.

\*\* Per tenant.

- [3] Only external illumination shall be permitted for all non-wall-mounted signage. Wall-mounted signs may be individual, channel-cut letters with internal illumination or through LED backlighting of letters.
- [4] The primary monument sign shall be limited to the name of the development and three tenants who each occupy a minimum of 10,000 square feet of space. The entrance monument sign shall be limited to the name of the development. All other signs, including wall signs shall be limited to the identification of the tenant only and may include corporate or brand name logos.
- [5] No individual sign may exceed three colors. If white or black is used in the sign it shall not be counted as a color. The color limitation does not apply to projecting signs.

- [6] Awnings are permitted, but shall not be used for signage purposes nor contain any letters, number, logos or the like. No vinyl or white awning shall be permitted; their design shall be consistent with the overall design of the development. Awning panels shall be flat or sloped, but shall not be fluted or curved.
- [7] Monument signs shall utilize materials which closely resemble those materials used for the Shoppes at DePiero's Farm (AH-PUD) monument signs. A solid base surrounded by appropriate ornamental plantings shall be provided. No monument sign shall be located in a sight triangle.
- [8] In addition to the signs above, a tenant may also be permitted to install a sign or signs, limited to demonstrate or evidence membership in a retail or professional organization or credit card or credit association or required licenses, which signs shall be permitted to be attached to windows on the interior of the business use, provided that the aggregate area employed for such purpose shall not exceed 5% of the total window area. A tenant may also be permitted to install window signs indicating sales, promotions and the like, provided that the aggregate area employed for such purpose shall not exceed 15% of the total window area.

(2) Site standards for Block 3201, Lot 6.

(a) Circulation.

- [1] Sidewalks shall be provided to link all building entries through the site to the public street. Sidewalks shall also be provided along the public right-of-way.

(b) Off-street parking.

- [1] The standards in Section 128-7.1 (except for Subsections B, E, F and K) of Chapter 128 shall apply.
- [2] Off-street parking for residential uses shall be provided in accordance with the New Jersey Residential Site Improvement Standards.

(c) Landscaping.

- [1] A mix of deciduous and evergreen trees and low ground cover landscaping shall be planted along the entire site perimeter in order to form an effective year-round screening. Tree spacing shall be 40 feet on center, or closer. In addition, where a row of parking stalls runs in a straight line for more than 20 spaces, landscaped islands shall be provided between every 15 parking spaces, planted with trees and low ground cover.
- [2] The perimeter of the building(s) shall be surrounded on all sides by a landscaped, planted strip at least four feet in width. Paved walkways leading to pedestrian entrances may cross this landscape strip in a perpendicular fashion.

- [3] The standards in Section 128-9.8 and Section 128-9.8.1 of Chapter 128 concerning berms shall apply.

(d) Architecture.

- [1] Buildings shall avoid long, monotonous, uninterrupted walls or roof planes. Building wall offsets, including projections such as canopies and recesses shall be used in order to add architectural interest and variety and to relieve the visual effect of a simple, long wall. Similarly, roofline offsets, dormers or gables shall be provided in order to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof.
- [2] The maximum spacing between building wall offsets shall be 40 feet.
- [3] The minimum projection or depth of any individual vertical offset shall be 1.5 feet.
- [4] The maximum spacing between roof offsets shall be 40 feet.
- [5] The architectural treatment of the front façade shall be continued in its major features around all visibly exposed sides of a building. All sides of a building shall be architecturally designed to be consistent with regard to style, materials, colors and details.
- [6] Fenestration shall be architecturally compatible with the style, materials, colors and details of the building. Windows shall be vertically proportioned.
- [7] All entrances to a building shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, etc.
- [8] Heating, ventilating and air-conditioning systems, utility meters and regulators, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated to be, as much as possible, inconspicuous as viewed from the public right-of-way and adjacent properties. Section 128-6.4, regarding satellite antennas, shall apply.
- [9] All rooftop mechanical equipment shall be screened from view from all vantage points at or below the level of the roof.
- [10] Placement of any packaged terminal air conditioner units within the façade is prohibited.
- [11] Balconies are prohibited, except for internal balconies not visible from the boundaries of the property which shall be permitted.
- (e) Trash. All trash/recycling storage areas shall be enclosed on all four sides and screened using wood fencing or other attractive material. Trash may be stored inside the buildings.

## (f) Lighting.

- [1] LED (light-emitting diode) lighting of the soft white category shall be incorporated into site, service and parking lot lighting.
- [2] All exterior lights shall be designed so as to reduce glare, lower energy usage and direct lights only to where they are needed.
- [3] Signage. The standards in Section 128-9.7A.5 and Section 128-9.7A.1 through Section 128-9.7A.4 of Chapter 128 shall apply. The standards in Section 128-9.7A.8 through Section 128-9.7A.15 of Chapter 128 shall also apply.

I. Additional applicable provisions to the M-PUD District. The following sections of the Montvale Zoning Code (Chapter 128) shall apply to development in the M-PUD District.

- (1) Article X, Enforcement.
- (2) Article XI, Interpretation.
- (3) Article XIII, Violations and Penalties.
- (4) Article XIV, Validity.
- (5) Article XVI, Effect.
- (6) Article XVIII, Site Work Permit.

**Section 4.** The Official Map shall be amended to include the M-PUD District.

**Section 5. Planning Board review.**

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

**Section 6. 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 7. Effective date.**

This Ordinance shall take effect immediately upon final passage and publication as required by law and upon receipt of an Order from the Superior Court of New Jersey approving of the Settlement Agreement, dated November 14, 2017, between the Borough of Montvale, the Planning Board of the Borough of Montvale, and The S. Hekemian Group in the litigation *In re Montvale*, Docket No. BER-L-6141-15.

**Section 8. 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.

Ordinance No. **2017-1436** was introduced for second reading by Councilmember Gloeggler; seconded by Councilmember Lane; Clerk read by title only;

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

**NO PUBLIC COMMENT**

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



Motion to adopt on Second and Final Reading in Bergen Record by Councilmember Lane; seconded by Councilmember Curry; Clerk read by title only ----- A roll call vote was taken --- Councilmember Arendacs – No and Councilmembers Curry, Gloeggler, Koelling and Lane - Yes

**PUBLIC HEARING ORDINANCE NO. 2017-1437** AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 128 OF THE BOROUGH CODE TO ESTABLISH THE AH-6A DEVELOPMENT DISTRICT AND TO SET FORTH THE STANDARDS AND CRITERIA APPLICABLE THERETO

(Adopted Planning Board Resolutions)

**WHEREAS**, Block 1903, Lot 7 (also known as 2 Paragon Drive) (the "Paragon Property") is currently owned by Two Paragon Drive, LLC and/or its subsidiaries or affiliates; and

**WHEREAS**, in compliance with the New Jersey Supreme Court's decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 6, 2015, the Borough filed an action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Borough of Montvale, County of Bergen, Docket No. BER-L-6141-15, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan (as defined herein), in addition to related reliefs (the "Compliance Action"); and

**WHEREAS**, in order to partially settle the Compliance Action, the Borough of Montvale and the Montvale Planning Board approved a Settlement Agreement with Two Paragon Drive, LLC, at their public meetings of November 14, 2017 and November 21, 2017, respectively; and

**WHEREAS**, the Borough is desirous of adopting an Ordinance intended to implement the provisions of the Settlement Agreement.

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

**Section 1.** Chapter 128 of the Code of the Borough of Montvale, Section 128-2.1, "Classes of Districts," is hereby amended and supplemented by adding the underlined text alphabetically, as follows:

**§128-2.1 Classes of Districts.**

**AH-6A- Affordable Housing District**

**Section2.** Chapter 128 of the Code of the Borough of Montvale is hereby amended and supplemented by adding a new Section 128-5.16, "AH-6A Affordable Housing District," as follows:

**§128-5.16 AH-6A Affordable Housing District.**

The following standards shall apply to development within the AH-6A Affordable Housing District. All other provisions of Chapter 128, Zoning of the Montvale Code shall apply to development in the AH-6A District only where specifically indicated as applicable in §128-5.16 of the Montvale Code. When the standards herein conflict with other provisions of Chapter 128, the standards herein shall apply.

- A. Purpose. The purpose of this ordinance is to fulfill a Settlement Agreement by and between the Borough of Montvale and Two Paragon Drive, LLC. The AH-6A Affordable Housing District is intended to repurpose the former A&P Headquarters by constructing an inclusionary housing development that provides credits towards the Borough's affordable housing obligation. The AH-6A regulations are implemented in recognition of the Paragon Property's unique topographic features and other regulatory constraints.
- B. Application requirements. Any application for development for any portion or the entirety of the AH-6A District shall be submitted, in the nature of a preliminary site plan application. Such application shall describe any phasing of the proposed project, together with all on-site and off-site improvements needed to support such phases. The application for preliminary site plan approval may also include a request for final approvals with respect to such phase or phases.
- C. Permitted principal uses:

1. Townhouses,
2. Low and moderate income units within townhouse buildings, which may be designed as one-over-one apartment flats within a townhouse configuration.

D. Permitted Accessory uses:

1. Any use which is ordinarily subordinate and customarily incidental to the principal permitted uses allowed in the AH-6A Zone, including but not limited to patios, decks, swimming pool, and tennis courts,
2. Signs, as otherwise regulated in the Borough ordinances,
3. In conjunction with residential development, noncommercial swimming pools, tennis courts and other outdoor recreation facilities, off-street parking for private vehicles (excluding recreational vehicles, trailers and boats) and outdoor recreational facilities,
4. Street furniture, planters, approved public art elements, gazebos, water features, waste/recycle receptacles, vehicle charging stations, cluster mailbox with or without roof structure and bicycle racks.
5. Parks and open space facilities, including, but not limited to, walkways, bikeways, courtyards, plazas and gardens.
6. Fences and walls, including retaining walls.
7. Landscaping and buffering.
8. Stormwater detention facilities, along with any other infrastructure improvement required for the project, i.e. pump station, etc.
9. Temporary construction trailer, temporary sales trailer and temporary sales office in model home through final project CO.

E. Prohibited uses.

1. Any use not specifically permitted shall be prohibited.

F. Bulk, area and other dimensional standards.

- a. General standards for principal and accessory uses in the AH-6A District:

- (a) Townhouse area, external yard and bulk requirements.<sup>34</sup>

- (i) Minimum lot area (acres): 12 acres<sup>5</sup>
- (ii) Minimum setbacks:

- a. Front yard: 70 feet (but not less than 50 feet from property line)
- b. Side yard: 30 feet
- c. Rear yard: 30 feet

- (iii) Accessory building setbacks:

- a. Minimum distance from principal buildings: 30 feet
- b. Minimum distance to external lot lines: 40 feet<sup>5</sup>
- c. No accessory buildings or structures (except for permitted signs) are allowed in any front yard

- (iv) Maximum building lot coverage: 25 percent

- (v) Maximum impervious lot coverage: 60 percent

- (b) Townhouse Internal setback and building unit requirements.<sup>6</sup>

<sup>3</sup> For purposes of this section, calculation of setbacks shall not include decks and patios, which may project a maximum of 10 feet from a building, and porches, eaves, stairs and chimneys which may project up to 5 feet from a building.

<sup>4</sup> Fences and retaining walls up to 6 feet in height are exempt from these set-back requirements.

<sup>5</sup> For cluster mailboxes and permitted signs only, the minimum distance to external lot lines shall be 20 feet.

## (i) Minimum distance between townhouse buildings:

- a. Front-to-front: 60 feet
- b. Front-to-side: 25 feet
- c. Side-to-side: 25 feet
- d. Side-to-rear: 30 feet
- e. Rear-to-rear: 40 feet

(ii) Maximum townhouse building length: 150 feet

(iii) Maximum number of market rate units in single structure: 6 units, provided that 8 total units may be provided where there are stacked affordable units in the structure;

(iv) Maximum building height: 45 feet with allowances for stepped foundations along building length, said measurement shall then apply to each stepped section.

(v) Maximum number of stories: 3 stories

(vi) Maximum number of units before horizontal break: 2 units

(vii) Minimum front of building to cartway: 18 feet

(viii) Minimum side &amp; rear of building to cartway: 12 feet

(ix) Minimum building to parking: 10 feet

## (c) Residential parking requirements:

(i) Townhouse dwelling units and low- and moderate-income dwelling units: Residential Site Improvement Standards (RSIS) apply.

(ii) Required off-street parking for townhouse units: At least one of the two stacked affordable units within a townhouse building shall have a minimum of one garage space. One additional parking space for this affordable unit shall be provided in its associated driveway in front of the garage. The second affordable unit, lacking a garage space, shall have one driveway space, with the additional required parking for both affordable units provided per RSIS standards within 150 feet of said units. Required off-street visitor parking for low- and moderate-income units, as required by RSIS, shall be located within 200 feet of the units serviced.

(iii) Each garage space shall be counted as 1.0 parking space. A one-car garage and driveway combination shall be counted as 2.0 parking spaces provided the driveway measures a minimum of 18 feet between the face of the garage door and the Internal roadway line. (RSIS §5.21-4.14(d)). Required visitor parking spaces for market rate units shall be provided within 200 feet of the units serviced.

## (d) Definitions: The following definitions shall apply to the AH-6A Zone.

(i) Gross Development Site Area: The total gross acreage of a development within existing streets and/or property lines prior to development or subdivision, including streets, easements and common open space portions of the development.

(ii) Building Height: Irrespective of any other definition in Chapter 128, building height shall be defined as the vertical distance between the lowest proposed grade adjacent to the individual unit to the Mean Roof Ridge Elevation of said unit.

(iii) Mean Roof Ridge Elevation: Irrespective of any other definition in Chapter 128, Mean Roof Ridge Elevation shall be defined as the average grade between the eaves above the highest living floor and the highest roof ridge elevation.

## (e) Density standards. A maximum of 80 multi-family residential units are permitted on Block 1903, Lot 7.

<sup>6</sup> For purposes of this section, calculation of minimum distance shall not include decks and patios, which may project a maximum of 10 feet from a building, and porches, eaves, stairs and chimneys which may project up to 5 feet from a building.

<sup>5</sup> However, lots used for open space shall be at least 4 acres.

## G. Affordable housing unit requirements.

1. Twenty percent (20%) of the total residential units shall be reserved for, and affordable to, low and moderate income households. For example, if 80 total units are constructed, 16 of those units shall be for low and moderate income housing units (8 affordable to low income households and 8 affordable to moderate income households). The units shall meet the low/moderate income split required by the Uniform Housing Affordability Controls.

## 2. Low- and moderate-income (Mount Laurel) housing requirements:

## (a) Minimum low- and moderate-income housing units located on-site:

(i) The low- and moderate-income units required to be provided by the developer, as noted herein, shall be distributed among the townhouse buildings proposed. No townhouse building shall have more than 4 low- and moderate-income units within its structure; such affordable units may be designed as one-over-one apartment flats within a townhouse configuration.

(ii) All low- and moderate-income housing units shall be in conformance with the latest applicable rules for affordable housing as determined by the Council on Affordable Housing, the Courts or other applicable authority, as determined appropriate, including such issues as phasing of building low- and moderate-income units in concert with market rate units.

(b) Bedroom distribution of low- and moderate-income housing units. Subject to the most current applicable COAH or other rules, the bedroom distribution of low- and moderate-income units for affordable units constructed in the AH-6A Zone shall be as follows:

(i) No more than 20 percent of the units shall be efficiency or one bedroom units.

(ii) At least 20 percent of the units shall be three bedroom units.

(iii) At least 30 percent of the units shall be two bedroom units.

(c) Low- and moderate- income unit split. The distribution of inclusionary affordable units to be provided as part of this development shall be in accordance with those requirements as set forth by COAH or otherwise deemed appropriate by the Court.

(d) Procedures regarding affirmative marketing of low- and moderate-income units and other requirements of inclusionary development units are subject to and determined by COAH rules or other rules determined appropriate by the Court.

(e) The affordable units shall be family affordable units.

(f) All necessary steps shall be taken to make the affordable units provided creditworthy pursuant to applicable law.

## H. Site standards.

## 1. Site standards for Block 1903, Lot 7.

## (a) Landscaping

(i) Landscaping shall be provided to promote a desirable visual environment, to accentuate building design, define entranceways, screen parking areas, mitigate adverse visual impacts and provide windbreaks for winter winds and summer cooling for buildings, and enhance buffer areas. The impact of any proposed landscaping plan at various time intervals shall be considered. Plants and other landscaping materials shall be selected in terms of aesthetic and functional considerations. The landscape design shall create visual diversity and contrast through variation in size, shape, texture and color. The selection of plants in terms of susceptibility to disease and insect damage, wind and ice damage, habitat (wet-site, drought, sun and shade tolerance), soil

conditions, growth rate, longevity; root pattern, maintenance requirements, etc., shall be considered. Consideration shall be given to accenting site entrances and unique areas with special landscaping treatment. Flowerbed displays are encouraged. Shade trees shall be provided a minimum of 50 feet on average along the public right-of-way. Any visitor parking areas visible from the public right of way shall be screened to a height of 6 feet.

- (ii) Landscaping within sight triangles shall not exceed a mature height of 30 inches. Shade trees shall be pruned up to an 8-foot branching height above grade.
- (iii) Parking rows longer than 20 parking spaces shall have a six foot wide landscaped island to break the pavement.
- (iv) Shade trees shall be a minimum 2.5 inch caliper with a canopy height of at least the minimum American Nursery and Landscape Association Standards for this caliper.
- (v) All plant material shall meet the minimum latest American Nursery and Landscape Association Standards.
- (vi) Landscape Plantings. A minimum of 30 percent of the plantings proposed shall be indigenous to the region.
- (vii) Foundation Plantings. The landscape plan shall include foundation plantings that provide an attractive visual setting for the development. These plantings shall include species that provide seasonal interest at varying heights to complement and provide pedestrian scale to the proposed architectural design of the buildings. The foundation planting shall incorporate evergreen shrubs and groupings of small trees in order to provide human scale to building facades and winter interest.
- (viii) Landscaping of any new stormwater management facilities shall be as required by the development in accordance NJDEP Best Management Plan requirements. Non-structural facilities shall be considered in the design of the proposed stormwater system to the extent practical.
- (ix) Landscape Plan Content. A landscape plan prepared by a certified landscape architect certified by the New Jersey State Board of Landscape Architects, or other qualified individual, shall be submitted with each major site plan or major subdivision application. In addition to the major site plan or subdivision submission requirements, the landscape plan shall include and identify the following information:
  - a. Existing and proposed underground and above ground utilities such as site lighting, transformers, hydrants, manholes, valve boxes, etc. existing wooded areas, rock outcroppings and existing and proposed water bodies.
  - b. Location of individual existing trees noted for preservation within the area of development and 30 feet beyond the limit of the disturbance. Trees 4 inches in diameter (measured 4 1/2 feet above the existing ground level) shall be located and Identified by name and diameter unless the wooded area is shown with a specific limit line. In this case, specimen trees shall be located within thirty feet of the line. Indicate all existing vegetation to be saved or removed.
  - c. Existing and proposed topography and location of all landscaped berms.

- d. Location, species and sizes of all proposed shade trees, ornamental trees, evergreen trees and shrubs and areas for lawns or any other ground cover. Different graphic symbols shall be used to show the location and spacing of shade trees, ornamental trees, evergreen trees, shrubs and ground cover. The size of the symbol must be representative of the size of the plant shown to scale.
  - e. A plant schedule indicating botanical name, common name, size at time of planting (caliper, height and spread), quantity, root condition and any special remarks (spacing, substitutions, etc.) for all plant material proposed. Plants within the plant schedule shall be keyed to the landscape plan utilizing the first letter of the botanical plant name.
  - f. Planting and construction details and specifications.
- (b) Lighting
- (i) All lighting fixtures and foot-candle standards for parking areas and recreation facilities should be consistent with the regulations of the Borough of Montvale.
  - (ii) A lighting plan prepared by a qualified individual shall be provided with site plan applications.
  - (iii) The intensity, shielding, direction and reflecting of lighting shall be subject to site plan approval by the approving authority.
- (c) Sidewalks:
- (i) In public rights of way: Sidewalks shall be required along adjoining public rights of way, as determined appropriate.
  - (ii) The development's private internal road network shall comply with RSIS.
- (d) Fences and walls.
- 1. To the extent possible, the use of retaining walls should be used in the form of terraces to accommodate severe grade changes, rather than single tall retaining walls. However, no retaining walls shall exceed a height of 6 feet. Where provided, retaining walls shall be screened with a variety of landscaping materials, in groupings, rather than utilizing hedges or uniform plant species and spacing.
  - 2. Ornamental walls utilizing loose laid stone may be provided throughout the site as appropriate, up to a height of four feet.
  - 3. Fences shall be installed along the tops of all retaining walls that exceed a height of three feet. Chain-link fencing, including vinyl-coated chain-link fencing, is prohibited.
  - 4. No fence on the site may exceed a height of six feet.
- (e) Signage
- (i) Section 128-9.7A.1 through Section 128-9.7A.5, shall apply. The standards in Section 128-9.7A.8 through Section 128-9.7A.15 of Chapter 128 shall also apply.

(ii) Signs permitted within the AH-6A Zone shall be only those specified in the table below.

Type	Location	Maximum Number	Maximum Area of any 1 Sign (sq. ft.)	Maximum Height (feet)	Required setback from Property Line (feet)	Maximum Letter Height (feet)
Entrance Monument	Driveway Entrance	1 at each location	36	6	5	-

(iii) Only external illumination shall be permitted for all non-wall-mounted signage.

Uplighting or other forms of external illumination shall be permitted on proposed entrance sign.

(iv) The entrance monument sign shall be limited to the name of the development and developer name.

(v) No individual sign may exceed three colors. If white or black is used in the sign it shall be counted as a color.

(vi) Monument signs shall utilize a solid base surrounded by appropriate ornamental plantings. No monument sign shall be located in a sight triangle.

(f) Additional applicable provisions to the AH-6A District. The following sections of the Montvale Zoning Code (Chapter 128) shall apply to development in the AH-6A District.

(i) Article X, Enforcement.

(ii) Article XI, Interpretation.

(iii) Article XIII, Violations and Penalties.

(iv) Article XIV, Validity.

(v) Article XVI, Effect.

(vi) Article XVIII, Site Work Permit.

**Section 3.** The Official Map shall be amended to include the AH-6A District.

**Section 4. Planning Board review.**

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

**Section 5. 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 6. Effective date.**

This Ordinance shall take effect immediately upon final passage and publication as required by law and upon receipt of an Order from the Superior Court of New Jersey approving of the Settlement Agreement, dated

November 14, 2017, between the Borough of Montvale, the Planning Board of the Borough of Montvale, and Two Paragon Drive, LLC in the litigation *In re Montvale*, Docket No. BER-L-6141-15.

**Section 7. 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.

Ordinance No. **2017-1437** was introduced for second reading by Councilmember Gloeggler; seconded by Councilmember Lane; Clerk read by title only;

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

**NO PUBLIC COMMENT**

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

Motion to adopt on Second and Final Reading in Bergen Record News by Councilmember Lane;

seconded by Councilmember Curry; Clerk read by title only ----- A roll call vote was taken --- all ayes

**INTRODUCTION OF ORDINANCE NO. 2017-1438** AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 128 OF THE CODE OF THE BOROUGH OF MONTVALE TO ESTABLISH A NEW AH-26 AFFORDABLE HOUSING DISTRICT AND TO SET FORTH THE STANDARDS AND CRITERIA APPLICABLE THERETO

(public hearing 12/26/17)

A motion to Introduce Ordinance **2017-1438** for first reading was made by Councilmember Gloeggler; With an amendment to section E3 ei to be removed; seconded by Councilmember Lane; Clerk read by title only; Councilmember Curry made a motion that this ordinance be passed on first reading and advertised in the Bergen Record; seconded by Councilmember Koelling - A roll call was taken – Councilmember Arendacs - No and Councilmembers Curry, Gloeggler, Koelling and Lane - Yes

The borough attorney clarified that the removal of section E3 had to do with permanent sign to be installed along the building.

**INTRODUCTION OF ORDINANCE NO. 2017-1439** AN ORDINANCE TO PROVIDE FOR THE PRESERVATION OF TREES ON RESIDENTIAL PROPERTIES THROUGHOUT THE BOROUGH OF MONTVALE AND CREATING A NEW CHAPTER 119A IN THE BOROUGH CODE ENTITLED "TREES AND PLANTS"

(public hearing 12/26/17)

A motion to Introduce Ordinance **2017-1439** for first reading was made by Councilmember Gloeggler; seconded by Councilmember Lane; Clerk read by title only; Councilmember Curry made a motion that this ordinance be passed on first reading and advertised in the Ridgewood News; seconded by Councilmember Koelling - 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 Curry – all ayes

Susan Hameyer, 64 Summit Ave

Object to the term indiscriminate; homeowners usually have a reason to cut down trees on their property; Ms. Hameyer had a few more suggestions which she will email the Mayor and attorney to be reviewed.

Motion to close meeting to the public by Councilmember Lane; seconded by Councilmember Arendacs – all ayes

**MEETING CLOSED TO PUBLIC:**

Agenda Items Only



**MINUTES:**September 26, 2017

A motion to accept minutes by Councilmember Lane; seconded by Councilmember Curry – all ayes

November 28, 2017

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

**MINUTES CLOSED/EXECUTIVE SESSION:**November 14, 2017

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

November 28, 2017

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

**RESOLUTIONS:****229-2017 Special Item Of Revenue And Appropriation - Chapter 159**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

**WHEREAS**, said Director may also approve the insertion of an item appropriation for an equal amount, and

**WHEREAS**, the Borough of Montvale has been awarded \$10,000.00 from KPMG and wishes to amend its 2017 Budget to include this amount as a revenue;

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Body of the Borough of Montvale hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2017 in the sum of \$10,000.00 which is now available as a revenue from:

Miscellaneous Revenues: Special Items of General Revenue Anticipated with Prior Written Consent of the Director of Local Government Services: Public and Private Revenues Off-Set with Appropriations:

Donation: Police – Other Expenses, and

**BE IT FURTHER RESOLVED** that a like sum of \$10,000.00 be and hereby appropriated under the caption of: General Appropriations (a)Operations Excluded from "CAPS"

Public and Private Programs Off-Set by Revenues: Donation: Police – Other Expenses

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

**230-2017 Emergency Appropriation**

**WHEREAS**, an emergency has arisen with respect to the Current Fund of the Borough of Montvale, as a result of the increased development and traffic control, and no adequate provision was made in the 2017 municipal budget for the aforesaid purpose, and N.J.S.A. 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned, and

**WHEREAS**, the total amount of emergency appropriations created including the appropriation to be created by this resolution is ..... \$425,000.00

and three percent of the total operations in the Current Fund budget

for the year 2016 is ..... \$436,183.53

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

1) An emergency appropriation be and the same is hereby made for:

General Appropriations

Operations – Within "CAPS"

Police:

Salaries and Wages

\$175,000.00

That said emergency appropriation shall be provided in full in the 2018 municipal budget.

- 2) That two certified copies of this resolution be filed with the Director of the Division of Local Government Services.

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

### **231-2017 Transfer Of Appropriations**

**WHEREAS**, certain transfer of funds for various 2017 budget appropriations are necessary to cover anticipated expenditures; and

**WHEREAS**, N.J.S.A. 40A:4-58 provides for transfers from appropriations with an excess over and above the amount deemed to be necessary to fulfill the purpose for such appropriations, to those appropriations deemed to be insufficient;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Montvale, that the transfers be made between the 2016 budget appropriations as follows:

	<u>FROM</u>	<u>TO</u>
<b><u>CURRENT FUND</u></b>		
General Appropriations		
Operations – Within "CAPS"		
Administrative and Executive:		
Salaries and Wages	\$5,000.00	
Police:		
Other Expenses		\$5,000.00
Administrative and Executive:		
Other Expenses	5,000.00	
Road Repair and Maintenance:		
Other Expenses		5,000.00
	<hr/>	<hr/>
	\$10,000.00	\$10,000.00
	=====	=====

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

### **232-2017 Awarding Professional Service Contract / Engineering Services / PSE&G Roadway Improvements/Tilcon New York, Inc./ Maser Consulting, LLC**

**WHEREAS**, the Borough of Montvale has deemed it necessary to engage the professional services of an Engineer to provide Engineering Services of Construction Observation Services for the PSE&G services for the milling and paving for Spruce Street and a portion of Jefferson Place; 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 November 21, 2017 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 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: Engineering Services/Construction Observation
- 3) The cost not to exceed shall be \$8,000.00. The Engineer shall be required to submit itemized bills and payment shall be made based upon services rendered. The rates for this work are in accordance with the hourly contractual agreement with the Borough of Montvale.

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

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

**233-2017 Authorize Release of Escrow / Block 3101; Lot 2 / Collectis, Inc.**

**WHEREAS**, Collectis, Inc. 430E 29<sup>th</sup> Street, New York, New York, 10016-8367 has requested release in escrow for Block 3101; Lot 2, for escrow posted for 100 Phillips Parkway; 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 \$132.00 is hereby released to Collectis Inc.; and

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

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

**234-2017 Authorize Release of Escrow / Block 1102; Lot 2.02 / Rockland Electric, Co.**

**WHEREAS**, Rockland Electric Co., 390 West Route 59, Spring Valley, New York 10977 has requested release in escrow for Block 1102; Lot 2.02, for escrow posted for 110 Summit Avenue, Montvale ; 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 \$10,520.26 is hereby released to Rockland Electric, c/o Gregory Eiband; and

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

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

**235-2017 Refund Tax Overpayment / Block 2903, Lot 6.56, C008C / 8C Rustic Circle**

**WHEREAS**, a resolution authorizing the Borough of Montvale to refund an overpayment of taxes for the property located at 8C Rustic Circle, also known as Block 2903, Lot 6.56, C008C

**WHEREAS**, a duplicate payment was made by the mortgage holder and homeowner; and

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey, that the Tax Collector be and is hereby authorized to refund

Maureen Viemeyer, 8C Rustic Circle, Montvale, NJ 07645 in the amount of \$1,108.00

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

**236-2017 Resolution Authorizing Settlement**

**WHEREAS**, certain employment-related issues have arisen between an Employee and the Borough of Montvale and the Montvale Police Department (collectively "Employer"); and

**WHEREAS**, Employer and Employee have engaged in settlement negotiations in an attempt to resolve the matters in controversy; and

**WHEREAS**, as a result of said negotiations, the parties have agreed to resolve the matters in dispute; and

**WHEREAS**, the terms of the Agreement between the parties have been memorialized in a certain Disciplinary Action Consent Disposition (the "Consent Disposition") and an Agreement and General Release (the "Agreement"), the terms of which are incorporated by reference into this Resolution; and  
**WHEREAS**, by this Resolution, Employer wishes to authorize and memorialize such settlement and to approve the terms of the Consent Disposition and Agreement.

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

1. The terms of the Consent Disposition be and hereby are approved, authorized and ratified.
2. The terms of the Agreement be and hereby are approved, authorized and ratified.
3. The Mayor, the Borough Administrator, the Borough's Chief Financial Officer, and the Borough Attorney are authorized to take all appropriate actions so as to implement this Resolution.

Introduced by: Councilmember Lane; seconded by Councilmember Curry - A roll call vote was taken, Councilmember Arendacs - No and Councilmembers Curry, Gloeggler, Koelling and Lane - Yes

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

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

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

**COMMITTEE REPORTS:**

**Council President Curry**

**Seniors**

Marie Dineen will be President of the Senior Club;

**Construction**

12 property maintenance violations have been issued;

**Chamber of Commerce**

Thanked the Chamber for their generous donation of the new digital sign, it is up and running; Josh Gottheimer will be attending their first meeting of the new year.

**Board of Health**

Rabies clinic will be held on January 6 at the DPW at 9am;

**Website**

Flanagan Productions has changed their name to Govsites; Police twitter feed will now be on the borough's Facebook page; please submit newsletter information;

**Councilmember Gloeggler**

**Local BOE**

Next meeting will be held December 18

**TVAccess**

An interview with the mayor was held and is now airing on tv access

Attended her first League of Municipalities conference in Atlantic City, met a lot of people throughout the state and went to a few good workshops

**Councilmember Lane**

**Fire Dept**

20 fire calls; 2 drills and 5 extra credits; holiday decorations are up courtesy of the Fire dept.; Santa will be arriving on Christmas Eve at 6pm; Reminder to please shovel out fire hydrants; new Fire Officers have been determined; Woodcliff Lake made Chief Miller an honorary member of their Fire department;

**Councilmember Arendacs****Recreation/Special Events**

Winter programs will start in January; very successful tree lighting ceremony; having the first annual house decorating contest; looking to hire a basketball adult supervisor

**DPW**

Basketball court lights have been malfunctioning, not sure what the issue is, possibly the wiring

**Police Commissioner Koelling****Police**

Monthly report included in original minutes

**Mayor****Library**

4,783 patron visits; 27 cards issued;

Re-Organization meeting will be held January 1 at 7pm; snow angel program has a few names of residents; new town sign will be up and running soon; still in discussions with the ERUV association; some of the companies in town has requested information regarding the housing settlements, this way they can change their brochures accordingly; please clean your sidewalks after a snowfall;

**ENGINEER'S REPORT:**

Andrew Hipolit

Report/Update

a. Authorization for Environmental Services:

- NJDEP Air Quality Permitting – Boiler
- Preparation of EPA SPCC Plan – Emergency Diesel Generator
- Storm Sewer Outfall & Detention Basin Inspections

These are NJDEP requirements, resolutions will be submitted for next meeting;

b. Intersections

- Woodland Road and Grand Ave
- Removal of the "No turn on Red" signs at the three new intersections
- Hillcrest light was damaged by a storm
- Magnolia bridge

These items will be scheduled for discussion with the County

c. Road Paving

Depending on the weather, the paving may not be completed this year

d. Fieldstone Turf Replacement

When removing the turf, there were some additional issues including recycling, additional lines and smaller issues which will cost an additional \$52,439.75, a resolution will be submitted for next meeting

**ATTORNEY REPORT:**

Joe Voytus, Esq.

Report/Update

Wanted to clarify about the discussion on the tree ordinance, the ordinance does not apply to a single family homeowner who is not doing an expansion and just wanted to cut down some trees on their property; it only applies when someone comes in for a building permit or site plan.

**UNFINISHED BUSINESS:**

None

**NEW BUSINESS:**

None

**COMMUNICATION CORRESPONDENCE:**

None

**MEETING OPEN TO THE PUBLIC:**

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

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

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

**Bob Hanrahan, Environmental Commission**

Thanked the borough attorney for making a clarification on the tree ordinance; this is to prevent clear cutting of trees;

**Dave – Valley View**

Asked about if the Fire signal will be removed; the mayor stated, it will not be removed at this time

**Susan Hameyer**

Has concerns with the tree ordinance and the time limit of the Environmental commission reviewing it; the attorney stated she should submit her comments and concerns to the Mayor;

**Chief Miller**

Asked if emergency personnel can have remote access to change the signals of the new traffic lights; the Hillcrest light is in the DPW garage; the Akers Ave signs are also in the DPW garage; Valley View fire siren is needed and has been there long before Valley View was developed;

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

**MEETING CLOSED TO THE PUBLIC:**

**ADJOURNMENT**

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

Meeting was adjourned at 9:17pm

**ADJOURNMENT:**

The next Meeting of the Mayor and Council will be held December 26, 2017 at 7:30 p.m.

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



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 237-2017**

**RE: Authorize Change Order No. 2/Montvale 2017 Paving Program DLS Contracting**

**WHEREAS**, The Borough of Montvale awarded a contract on June 13, 2017 to DLS Contracting, 271 Highway 46 West, Fairfield, NJ 07004 for the Montvale 2017 Road Paving Program; and

**WHEREAS**, the original contract amount including Alternate A & Alternate B is \$620,068.50 via Resolution #133-2017; and

**WHEREAS**, the Borough Engineer in a letter dated December 19, 2017 which is attached to the original of this resolution has been monitoring the project and recommends in detail Change Order #2 in the amount of \$6,900.00; and

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

Total Contract Amount	\$620,068.50	Resolution 133-2017
Change Order #1	\$58,477.50	Resolution 152-2017
Change Order #2	\$ 6,900.00	Resolution 237-2017

**NOW THEREFORE BE IT RESOLVED**, By the Governing Body of the Borough of Montvale authorize Change Order #2 in the amount of \$6,900.00 to complete the paving for additional risers during the course of construction and added some safety measures to the guiderail that was installed.

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

**Adopted: December 26, 2017**

**ATTEST:**

**APPROVED:**

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

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



Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

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

December 19, 2017

**VIA EMAIL**

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

Re: Montvale 2017 Paving Program  
**Progress Payment #3 & Change Order No. 2**  
Borough of Montvale, Bergen County, New Jersey  
**MC Project No. MVB-501**

Dear Ms. Iarossi-Alwan:

DLS Contracting, Inc., the Contractor for the above referenced project, has requested Progress Payment #3 and Change Order Request No. 2 for the work related to the Montvale 2017 Paving Program.

Attached please find the following documents:

- Progress Payment #3 & Change Order No. 2, prepared by Maser Consulting, dated December 15, 2017, consisting of two (2) pages;
- Invoice #016, prepared by DLS Contracting, Inc., dated October 18, 2017, consisting of one (1) page;
- Fuel and Asphalt Calculations, prepared by Maser Consulting, dated December 15, 2017, consisting of one (1) sheet.

The payment breakdown is as follows:

Original Contract Amount (Base Bid)	\$620,068.50
Change Order #1	\$58,477.50
<b><u>Proposed Change Order #2</u></b>	<b><u>\$6,900.00</u></b>
Adjusted Contract Amount	\$685,446.00
Amount Completed to Date	\$514,227.09
Less 2% Retainage	(\$10,284.54)
<b><u>Progress Payment#1</u></b>	<b><u>(\$467,533.75)</u></b>
<b>Amount Due Progress Payment #3</b>	<b>\$36,408.80</b>





Proposed Change Order No. 2 indicates an increase in the contract amount of 10.54%. The change order item requested by the contractor was for additional items needed to complete the paving. The contractor installed additional risers during the course of construction and had to add some additional safety measures to the guiderail that was installed. Based upon our review of the additional contract items, we recommend Council approve the change order in the amount of \$6,900.00 to DLS Contracting, Inc.

Based upon our review of the invoiced items, we recommend processing the attached Progress Payment #3 in the amount of **\$36,408.80** to DLS Contracting, Inc.

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

Very truly yours,

MASER CONSULTING P.A.

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

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

ARH/tva

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



BOROUGH OF MONTVALE  
2017 ROADWAY IMPROVEMENTS  
DLS CONTRACTING  
271 Hwy 46 West, Ste D-205, Fairfield, NJ 07004

PROGRESS PAYMENT #3 AND  
PROPOSED CHANGE ORDER NO. 2  
PROJECT NO. MV6501  
DATE ISSUED: 12/15/2017

BASE BID-MILL & PAVE SELECT ROADWAYS											
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE	
1	BREAKAWAY BARRICADE	UN	5.00	\$ 1.00	0.00	5.00	\$ 5.00	0.00	5.00	\$ 5.00	
2	DRUM	UN	10.00	\$ 1.00	0.00	10.00	\$ 10.00	0.00	10.00	\$ 10.00	
3	TRAFFIC CONE	UN	30.00	\$ 1.00	0.00	30.00	\$ 30.00	0.00	30.00	\$ 30.00	
4	CONSTRUCTION SIGNS	SF	200.00	\$ 1.00	0.00	200.00	\$ 200.00	0.00	200.00	\$ 200.00	
5	POLICE TRAFFIC DIRECTORS	MH	80.00	\$ 118.00	0.00	0.00	\$ -	118.20	118.20	\$ 13,827.78	
6	FUEL PRICE ADJUSTMENT	DOLLAR	6,300.00	\$ 1.00	6,300.00	0.00	\$ -	0.00	0.00	\$ -	
7	ASPHALT PRICE ADJUSTMENT	DOLLAR	4900	\$ 1.00	4900	577.83	\$ 577.83	0.00	577.83	\$ 577.83	
8	CLEARING SITE	LS	1.00	\$ 28,428.00	0.00	1.00	\$ 28,428.00	0.00	1.00	\$ 28,428.00	
9	EXCAVATION, UNCLASSIFIED	CY	727.00	\$ 1.00	727.00	0.00	\$ -	0.00	0.00	\$ -	
10	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	SY	2,614.00	\$ 1.00	2,614.00	0.00	\$ -	0.00	0.00	\$ -	
11	HMA MILLING, 3" OR LESS (2" AVERAGE DEPTH)	SY	17,405.00	\$ 3.76	17,405.00	0.00	\$ -	17,405.00	17,405.00	\$ 65,258.75	
12	HOT MIX ASPHALT 9.5 N 64 SURFACE COURSE, 2" THICK	TCN	2,091.00	\$ 85.00	2,091.00	0.00	\$ -	2,091.00	2,091.00	\$ 177,135.00	
13	HOT MIX ASPHALT 19 M 64 BASE COURSE, 4" THICK	TCN	631.00	\$ 60.00	10.00	0.00	\$ -	10.00	10.00	\$ 600.00	
14	RECONSTRUCTED INLET, TYPE B, USING EXISTING CASTING (IF/WHERE DIRECTED)	UN	40.00	\$ 500.00	0.00	0.00	\$ -	0.00	0.00	\$ -	
15	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING (IF/WHERE DIRECTED)	UN	10.00	\$ 1,200.00	0.00	0.00	\$ -	0.00	0.00	\$ -	
16	BICYCLE SAFE GRATE (PHASE II STORMWATER COMPLIANT GRATE)	UN	15.00	\$ 250.00	0.00	0.00	\$ -	0.00	0.00	\$ -	
17	CURB PIECE (N/DEP TYPE W ECO CURB PIECE)	UN	28.00	\$ 250.00	0.00	0.00	\$ -	0.00	0.00	\$ -	
18	CONCRETE SIDEWALK, 4" THICK	SY	5.00	\$ 75.00	0.00	0.00	\$ -	8.00	8.00	\$ 600.00	
19	DETECTABLE WARNING SURFACE	SY	2.00	\$ 200.00	0.00	0.00	\$ -	0.00	0.00	\$ -	
20	9" X 18" CONCRETE VERTICAL CURB (WITH 2" FULL DEPTH REPAIR STRIP) (IF/WHERE DIRECTED)	LF	1,000.00	\$ 30.00	1,000.00	0.00	\$ -	1,638.00	1,638.00	\$ 49,080.00	
21	BEAM GUIDE RAIL	LF	240.00	\$ 40.00	240.00	0.00	\$ -	237.50	237.50	\$ 9,500.00	
22	BEAM GUIDE RAIL ANCHORAGE	UN	2.00	\$ 2,000.00	2.00	0.00	\$ -	2.00	2.00	\$ 4,000.00	
23	TRAFFIC STRIPES, 4"	LF	100.00	\$ 4.00	0.00	0.00	\$ -	0.00	0.00	\$ -	
24	TRAFFIC STRIPES, 6"	LF	60.00	\$ 6.00	0.00	0.00	\$ -	0.00	0.00	\$ -	
25	TRAFFIC MARKINGS	SF	85.00	\$ 5.50	0.00	0.00	\$ -	0.00	0.00	\$ -	
TOTAL BASE BID					AMOUNT THIS INVOICE \$ 30,281.63						
					AMOUNT TO DATE \$ 360,863.34						



BOROUGH OF MONTVALE  
2017 ROADWAY IMPROVEMENTS  
DLS CONTRACTING  
271 Hwy 40 West, Ste D-205, Fairfield, NJ 07004

PROGRESS PAYMENT #3 AND  
PROPOSED CHANGE ORDER NO. 2  
PROJECT NO. MVB001  
DATE ISSUED: 12/15/2017

ALTERNATE BID 'A' - HEARTHSTONE WAY (CHESTNUT RIDGE ROAD TO END OF STREET)										
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE
1A	EXCAVATION, UNCLASSIFIED	CY	85	\$ 1.00	0	0.00	\$ -	0.00	0.00	\$ -
2A	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	SY	305	\$ 1.00	0	0.00	\$ -	0.00	0.00	\$ -
3A	HMA MILLING, 3" OR LESS (2" AVERAGE DEPTH)	SY	2032	\$ 3.75	2032	0.00	\$ -	2032.00	2032.00	\$ 7,620.00
4A	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	TON	244	\$ 85.00	244	0.00	\$ -	244.00	244.00	\$ 20,740.00
5A	HOT MIX ASPHALT 19 M 64 BASE COURSE, 4" THICK	TON	74	\$ 60.00	0	0.00	\$ -	0.00	0.00	\$ -
6A	BICYCLE SAFE GRATE (PHASE II) STORMWATER COMPLIANT GRATE)	UN	2	\$ 250.00	0	0.00	\$ -	0.00	0.00	\$ -
7A	CURB PIECE (NUDE TYPE 'N' ECO CURB PIECE)	UN	2	\$ 200.00	0	0.00	\$ -	0.00	0.00	\$ -
8A	CONCRETE SIDEWALK, 4" THICK	SY	5	\$ 76.00	5	0.00	\$ -	7.00	7.00	\$ 525.00
9A	DETECTABLE WARNING SURFACE	SY	3	\$ 200.00	0	0.00	\$ -	0.00	0.00	\$ -
10A	TRAFFIC STRIPES, 4"	LF	50	\$ 4.00	0	0.00	\$ -	0.00	0.00	\$ -
11A	TRAFFIC MARKINGS	SF	15	\$ 5.50	0	0.00	\$ -	0.00	0.00	\$ -
TOTAL ALTERNATE BID 'A'							AMOUNT THIS INVOICE \$ -		AMOUNT TO DATE \$ 28,885.00	

ALTERNATE BID 'B' - OLD CHESTNUT RIDGE ROAD (UPPER SADDLE RIVER ROAD TO HICKORY HILL ROAD)										
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE
1B	EXCAVATION, UNCLASSIFIED	CY	395	\$ 1.00	0	0.00	\$ -	0.00	0.00	\$ -
2B	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	SY	1421	\$ 1.00	0	0.00	\$ -	0.00	0.00	\$ -
3B*	HMA MILLING, 3" OR LESS (2" AVERAGE DEPTH)	SY	9471	\$ 3.75	10889	0.00	\$ -	7569.00	7569.00	\$ 28,383.75
4B*	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	TON	1137	\$ 85.00	1265	0.00	\$ -	1167.00	1167.00	\$ 99,185.00
5B*	HOT MIX ASPHALT 19 M 64 BASE COURSE, 4" THICK	TON	342	\$ 60.00	0	0.00	\$ -	0.00	0.00	\$ -
6B	BICYCLE SAFE GRATE (PHASE II) STORMWATER COMPLIANT GRATE)	UN	14	\$ 250.00	0	0.00	\$ -	0.00	0.00	\$ -
7B	CURB PIECE (NUDE TYPE 'N' ECO CURB PIECE)	UN	14	\$ 250.00	0	0.00	\$ -	0.00	0.00	\$ -
8B	TRAFFIC STRIPES, 4"	LF	50	\$ 4.00	0	0.00	\$ -	0.00	0.00	\$ -
9B	TRAFFIC MARKINGS	SF	15	\$ 5.50	0	0.00	\$ -	0.00	0.00	\$ -
0081*	6" X 18" CONCRETE VERTICAL CURB (WITH 2" FULL DEPTH REPAIR STRIP) (IF/WHERE DIRECTED)	LF	1,000	\$ 40.00	0	0.00	\$ -	0.00	0.00	\$ -
TOTAL ALTERNATE BID 'B'							AMOUNT THIS INVOICE \$ -		AMOUNT TO DATE \$ 127,878.75	

\*Increase in Qty in Items 3B, 4B, and 5B were approved as part of Change Order #1.

PROPOSED CHANGE ORDER REQUEST #2										
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE
1	TANGENT GUIDE RAIL	LS	1	\$ 1,900.00	1	1.00	\$ 1,900.00	0.00	1.00	\$ 1,900.00
2	RAISED MANHOLES	UNIT	1	\$ 300.00	1	1.00	\$ 300.00	0.00	1.00	\$ 300.00
3	RAISERS	UNIT	10	\$ 300.00	10	10.00	\$ 3,000.00	0.00	10.00	\$ 3,000.00
4	BOXOUTS	SY	34	\$ 50.00	1	34.00	\$ 1,700.00	0.00	34.00	\$ 1,700.00
TOTAL				\$ 6,900.00			\$ 6,900.00			\$ 6,900.00

ORIGINAL CONTRACT AMOUNT	\$ 620,088.50
Change Order No. 1- Resolution 152-2017	\$ 59,477.50
Proposed Change Order No. 2	\$ 6,900.00
ADJUSTED CONTRACT AMOUNT	\$ 686,466.00
TOTAL COMPLETED TO DATE	\$ 514,227.09
RETAINAGE (2% OF COMPLETED WORK)	(-) \$ (10,284.54)
SUBTOTAL:	\$ 503,942.55
LESS PREVIOUS PAYMENTS:	(-) \$ (467,533.75)
TOTAL AMOUNT DUE:	\$ 36,408.80

D.L.S. Contracting, Inc.

271 US Highway  
Suite D-205  
Fairfield, NJ 07004

# Invoice

Date	Invoice #
10/18/2017	016

Bill To

P.O. No.	Terms	Project
		2017 Roadway Improvements

Quantity	Description	Rate	Amount
	Project: 2017 Roadway Improvements - 2nd and final payment		
5	1. Breakaway Barricade	1.00	5.00
10	2. Drum	1.00	10.00
30	3. Traffic Cone	1.00	30.00
200	4. Construction Signs	1.00	200.00
116.1994	5. Police traffic Directors	119.00	13,827.73
0	6. Fuel Price Adjustment	1.00	0.00
0	7. Asphalt Price Adjustment	1.00	0.00
1	8. Clearing Site	29,429.00	29,429.00
0	9. Excavation, Unclassified	1.00	0.00
0	10. DGA Base Course, 6" Thick	1.00	0.00
0	11. HMA Milling, 3" or Less	3.75	0.00
0	12. HMA 9.5M64	85.00	0.00
0	13. HMA 19M64	60.00	0.00
0	14. Reconstruct Inlet, Type B, Using Existing Casting	500.00	0.00
0	15. Reconstructed Inlet, Type B, Using New Casting	1,200.00	0.00
0	16. Bicycle Safe Grate	250.00	0.00
0	17. Curb Piece	250.00	0.00
0	18. Concrete Sidewalk, 4" Thick	75.00	0.00
0	19. Detectable Warning Surface	200.00	0.00
0	20. 9"x18" Concrete Vertical Curb	30.00	0.00
0	21. Beam Guide Rail	40.00	0.00
0	22. Beam Guide Rail Anchorage	2,000.00	0.00
0	23. Traffic Stripes, 4"	4.00	0.00
0	24. Traffic Stripes, 6"	6.00	0.00
0	25. Traffic Markings	5.50	0.00
1	Extra - Tangent Guide Rail	1,900.00	1,900.00
1	Extra - Raised Manholes	300.00	300.00
10	Extra - Raisers	300.00	3,000.00
34	Extra - Box-Outs	50.00	1,700.00
<b>Total</b>			<b>\$50,401.73</b>

### ASPHALT PRICE ADJUSTMENT CALCULATIONS

Borough of Montvale  
2017 Roadway Improvements  
DLS Contracting

MC PRO NO.: MVB-501  
Date: December 15, 2017

<b>BASE ASPHALT INDEX (MAY 2017)</b>	<b>\$ 369.00</b>	<b>(MA-BA)</b>	<b>% CHANGE</b>
MA SEPTEMBER 2017	\$ 372.00	\$ 3.00	0.81%

#### SEPTEMBER ASPHALT PRICE ADJUSTMENT

ITEM	DESCRIPTION	FACTOR	QTY	(MA-BA)	T	F = (MA - BA) * T
12, 4A, 4B	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	5.50%	3,502.00	3.00	192.61 \$	577.83
13	HOT MIX ASPHALT 19 M 64 BASE COURSE	5.50%	10.00	3.00	0.55 \$	1.65
SEPTEMBER ASPHALT PRICE ADJUSTMENT \$						577.83
TOTAL ASPHALT PRICE ADJUSTMENT \$						577.83

### FUEL PRICE ADJUSTMENT CALCULATIONS

Borough of Montvale  
2017 Roadway Improvements  
DLS Contracting

MC PRO NO.: MVB-501  
Date: December 15, 2017

<b>BASE FUEL INDEX (MAY 2017)</b>	<b>\$ 2.48</b>	<b>(MF-BF)</b>	<b>% CHANGE</b>
MF SEPTEMBER 2017	\$ 2.48	0	0.00% Do not apply, < 5%

#### SEPTEMBER FUEL PRICE ADJUSTMENT

ITEM	DESCRIPTION	FACTOR	QTY	(MF-BF)	GAL	F = (MF - BF) * G
11, 3A, 3B	HMA MILLING, 3" OR LESS	0.25	27,006.00	0.00	6751.50 \$	-
12, 4A, 4B	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	2.50	3,502.00	0.00	8755.00 \$	-
13	HOT MIX ASPHALT 19 M 64 BASE COURSE	2.50	10.00	0.00	25.00 \$	-
SEPTEMBER FUEL PRICE ADJUSTMENT \$						-
TOTAL FUEL PRICE ADJUSTMENT \$						-



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 238-2017**

**RE: Authorize Change Order #2 /Fieldstone Middle School Synthetic Turf Replacement /LandTek Group**

**WHEREAS**, the Borough of Montvale awarded a contract on August 8, 2017 to The LandTek Group in connection with the Fieldstone Middle School Synthetic Turf Replacement; and

**WHEREAS**, contract amount was awarded in the amount of \$395,033.50; and

**WHEREAS**, this contract was awarded via Resolution #159-2017; and

**WHEREAS**, the Borough Engineer in a letter dated September 1, 2017 recommends Change Order #2 in the amount of \$52,439.75 as an increase to the contract ; and

**WHEREAS**, Change Order #2 is hereby authorized to be issued to The LandTek Group in the amount of \$52,439.75; and

**WHEREAS**, the Borough's Chief Financial Officer has certified that funds have been appropriated and are available for this purpose and will be appropriated out of the Open Space Trust Fund.

Total Contract Base Bid Amount	\$395,033.50
Change Order #1	\$14,913.75
Change Order #2	\$52,439.75
<b>Adjusted Contract Amount</b>	<b>\$462,387.00</b>

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

**Adopted: December 26, 2017**

**ATTEST:**

**APPROVED:**

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

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



Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

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

December 11, 2017

**VIA E-MAIL**

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

Re: Recommendation of Change Order No. 2  
LandTek Contract  
Fieldstone Middle School Synthetic Turf Replacement  
Borough of Montvale, Bergen County, New Jersey  
MC Project No.: MVB-512

Dear Ms. Iarossi-Alwan:

As you are aware, at their regular meeting of August 8, 2017, the Mayor & Council approved by Resolution 159-2017 an award through competitive bidding to The LandTek Group for removal and disposal of the existing synthetic field turf at the Fieldstone Middle School and the installation of new synthetic field turf in conformance with our specifications.

The new synthetic field material is being supplied by FieldTurf through the Keystone Purchasing Network (KPN), which provides predetermined, preferential pricing through approved vendors. The "Materials Only" Proposal from FieldTurf in the amount of \$522,36.48 included a credit (Item A2 of the Proposal) in the amount of (-)\$104,879.50 under the assumption that the existing infill material would meet the specifications for recycled infill materials. (The FieldTurf Contract was also adopted at the August 9, 2017 meeting through Resolution 158-2017).

When LandTek began the removal process, they alerted our office to the fact that the existing Fieldstone synthetic turf infill material, which was supplied by a different manufacturer, would not meet the specifications for the FieldTurf installation. In addition, the Contractor also alerted our office to the fact that the existing base course will need repairs above and beyond what they would consider normal wear and tear.

After lengthy discussions with both FieldTurf and LandTek, they have agreed to supply all new infill material consisting of a sand and cryogenic rubber base layer, and CoolPlay as originally proposed for the top half of the infill. In the long term, this installation will provide a more usable and longer-lasting field for the Borough. The additional cost for this change order is half of the credit the Borough would have received, or \$52,439.75. We should note that LandTek and FieldTurf have agreed to waive the additional costs for the required repairs to the existing base course and will also waive the costs for the lines for the two additional soccer field markings, which were added during the shop drawing review process.



Therefore, our office is recommending, at this time, that Change Order No. 2 be issued to this Contract in the amount of \$52,439.75. The adjusted Contract amount for the project is as follows:

Original Contract Amount:	\$395,033.50
Change Order No. 1:	14,913.75
Change Order No. 2:	<u>52,439.75</u> ✓
Adjusted Contract Amount:	\$462,387.00

For your reference, a copy of the approved Shop Drawing is enclosed.

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

Very truly yours,

MASER CONSULTING P.A.

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

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

ARH/cd

Attachment: Bid Tally Summary

cc: Mayor and Council (via Clerk/Administrator w/attachment)  
Joseph W. Voytus, Esq. (w/attachment)  
Philip Boggia, Esq., Borough Attorney (w/attachment)

r:\projects\mnb\mnb-512\correspondence\out\171211\_arh\_iarossi-alwan\_mvb512\_changeordemo2.docx



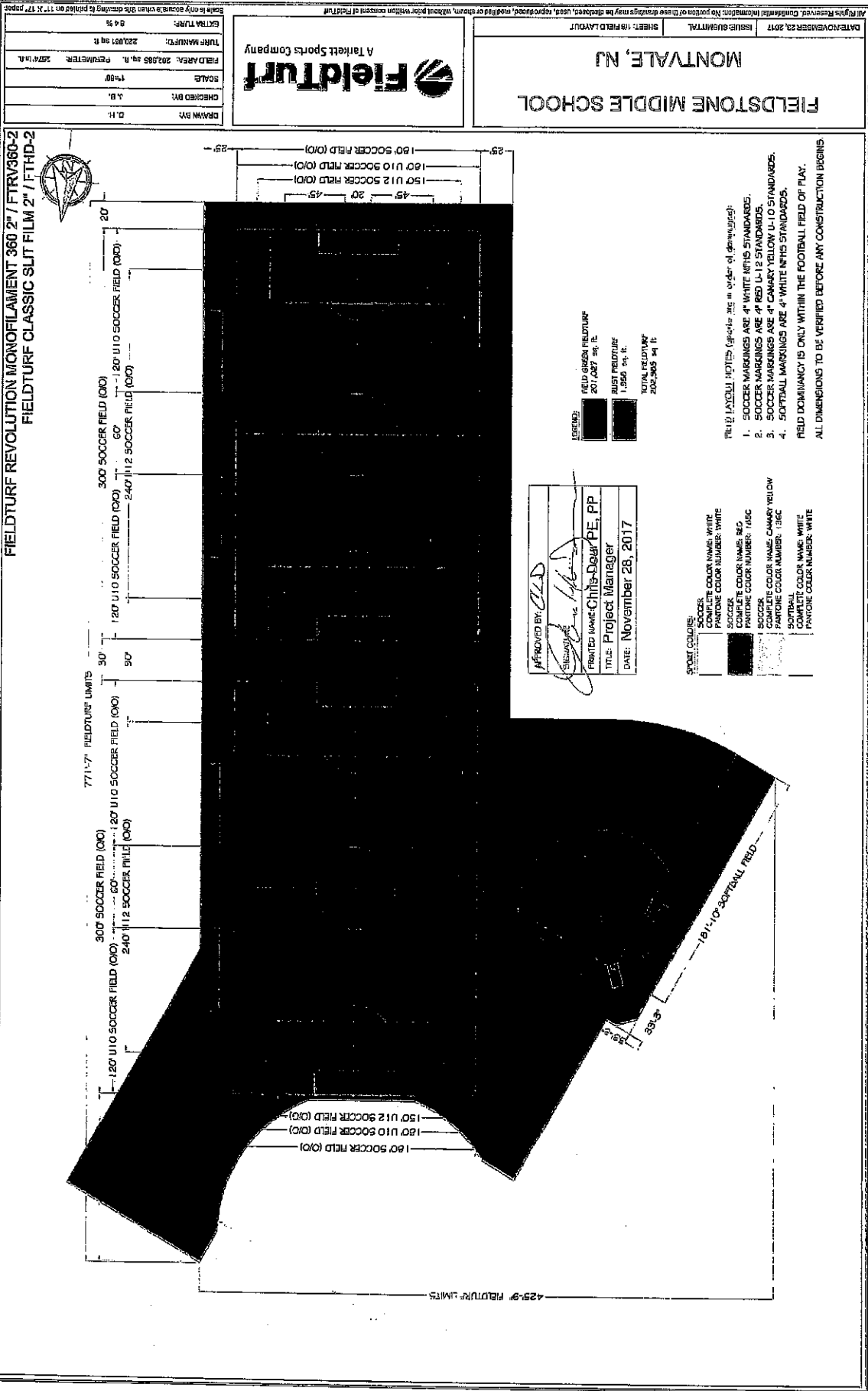
# FIELDSTONE MIDDLE SCHOOL

MONTVALE, NJ



FIELD LAYOUT SUBMITTALS PREPARED BY: FIELDTURF  
DRAWN BY: DEBORAH HENDERSON  
DATE: NOVEMBER 23, 2017

All Rights Reserved. Confidential Information. No portion of these drawings may be disclosed, used, reproduced, modified or printed, without the written consent of FieldTurf.



DATE: NOVEMBER 23, 2017	ISSUES SUBMITTED
SHEET: 1/8 FIELD LAYOUT	
FIELD AREA: 203,685 sq. ft.	PERIMETER: 3,574' x 11.1'
TURF MANUFACTURER: 220,001 sq. ft.	
SCALE: 1"=80'	
CHECKED BY: J. B.	
DRAWN BY: D. H.	

Fieldturf  
A Tarkett Sports Company

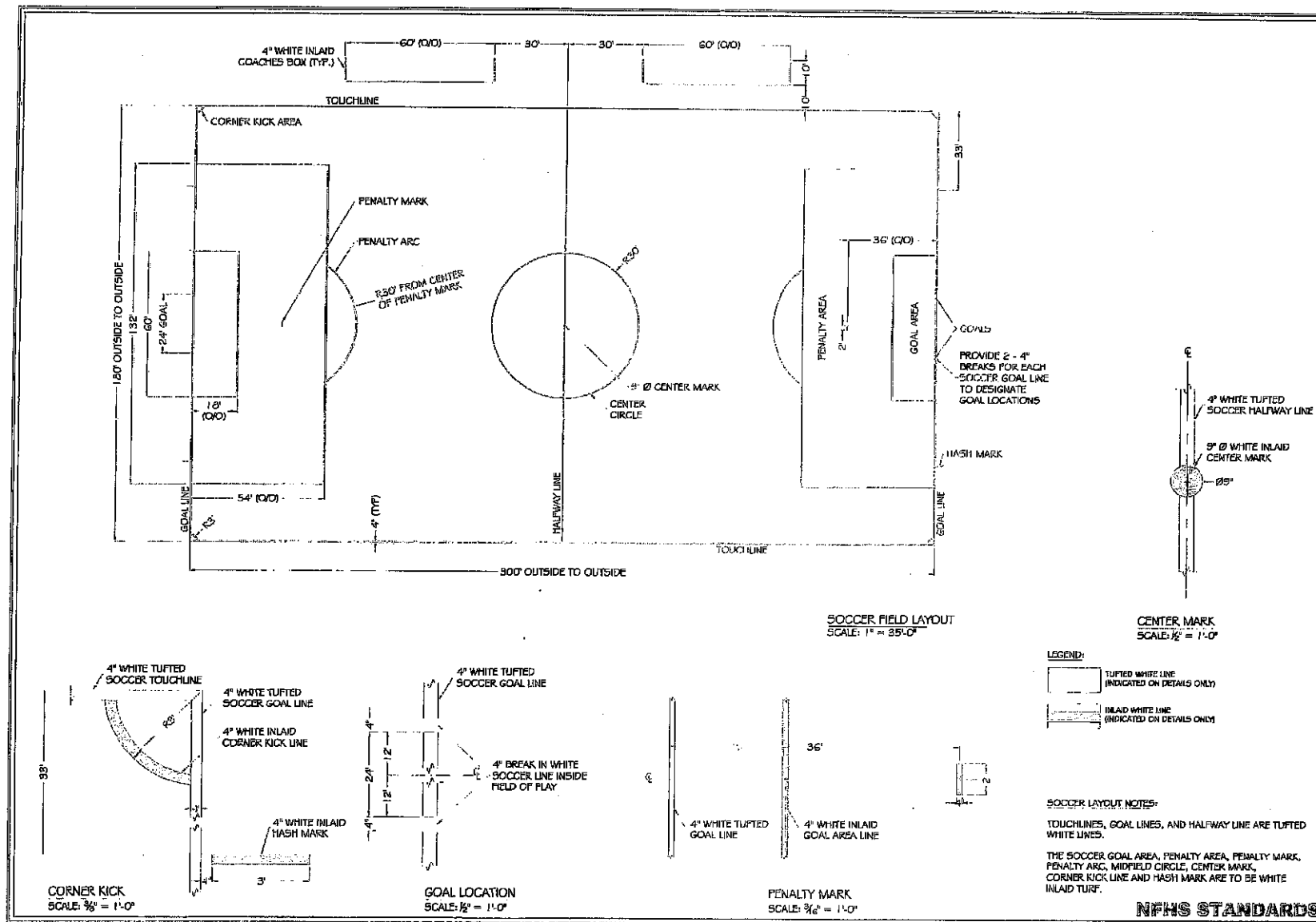
FIELDSTONE MIDDLE SCHOOL  
MONTVALE, NJ


APPROVED BY: *[Signature]*  
 PROJECT NAME: Chris-Deur PE, PP  
 TITLE: Project Manager  
 DATE: November 28, 2017

SOCCER	COMPLETE COLOR NAME: WHITE
PANTONE COLOR NUMBER: 10C	
SOCCER	COMPLETE COLOR NAME: RED
PANTONE COLOR NUMBER: 16C	
SOCCER	COMPLETE COLOR NAME: CANARY YELLOW
PANTONE COLOR NUMBER: 10C	
SOCCER	COMPLETE COLOR NAME: WHITE
PANTONE COLOR NUMBER: 10C	

FIELD GREEN FIELDTURF	201,087 sq. ft.
SOCCER	1,956 sq. ft.
TOTAL FIELDTURF	203,043 sq. ft.

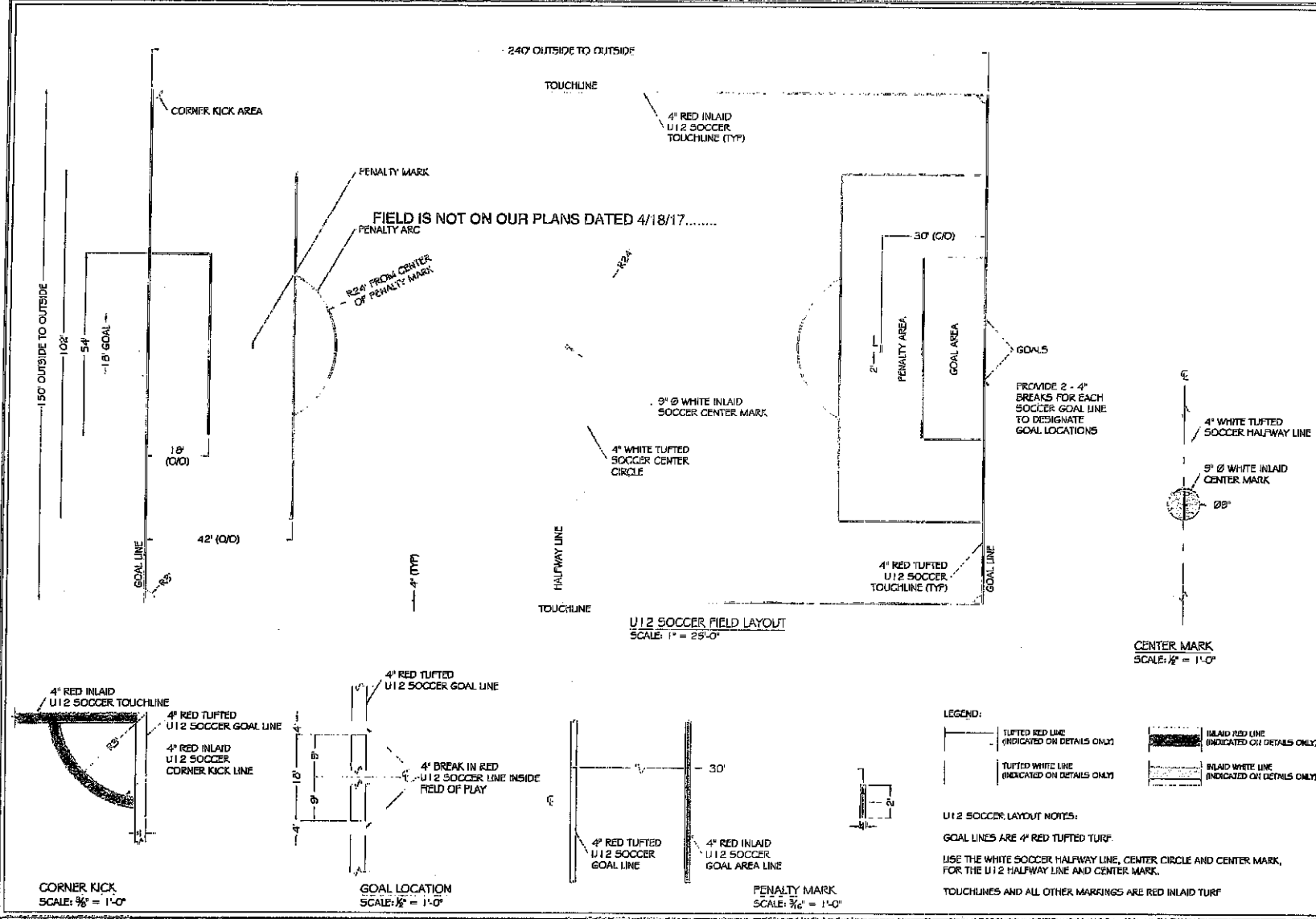
- FIELD LAYOUT NOTES (fields are in order of decreasing):
1. SOCCER MARKINGS ARE 4" WHITE NFHS STANDARDS.
  2. SOCCER MARKINGS ARE 4" RED U-12 STANDARDS.
  3. SOCCER MARKINGS ARE 4" CANARY YELLOW U-10 STANDARDS.
  4. SOCCER MARKINGS ARE 4" WHITE NFHS STANDARDS.
- FIELD DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.



FIELDSTONE MIDDLE SCHOOL MONTVALE, NJ		 A Tarkett Sports Company	
DATE: NOVEMBER 20, 2017	ISSUE: SUBMITTAL	DRAWN BY: D.H.	CHECKED BY: J.B.
SHEET: 2/2 SOCCER MARKINGS		SCALE: AS SHOWN	

Scale is only accurate when the drawing is printed on 11" x 17" paper.

**NFHS STANDARDS**



<b>FieldTurf</b> A Tarkett Sports Company	
DRAWN BY: D.N. CHECKED BY: J.B. SCALE: AS SHOWN	DATE: NOVEMBER 28, 2017 SHEET: 28 U12 SOCCER MARKINGS All Rights Reserved. Confidentiality: No portion of these drawings may be disclosed, used, reproduced, modified or shown without prior written consent of FieldTurf.

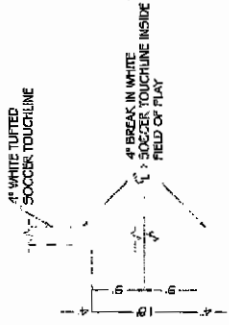
FIELDSTONE MIDDLE SCHOOL  
 MONTVALE, NJ

# FIELDSTONE MIDDLE SCHOOL MONTVALE, NJ

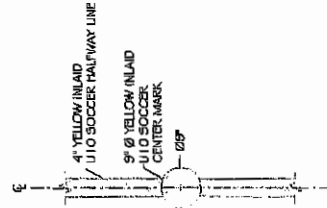


A Tarkett Sports Company

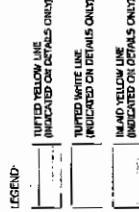
DATE: NOVEMBER 23, 2017	ISSUE: SUBMITTAL	SHEET: 418 MINI SOCCER MARKINGS
DRAWN BY: J.B.	CHECKED BY: J.B.	SCALE: AS SHOWN



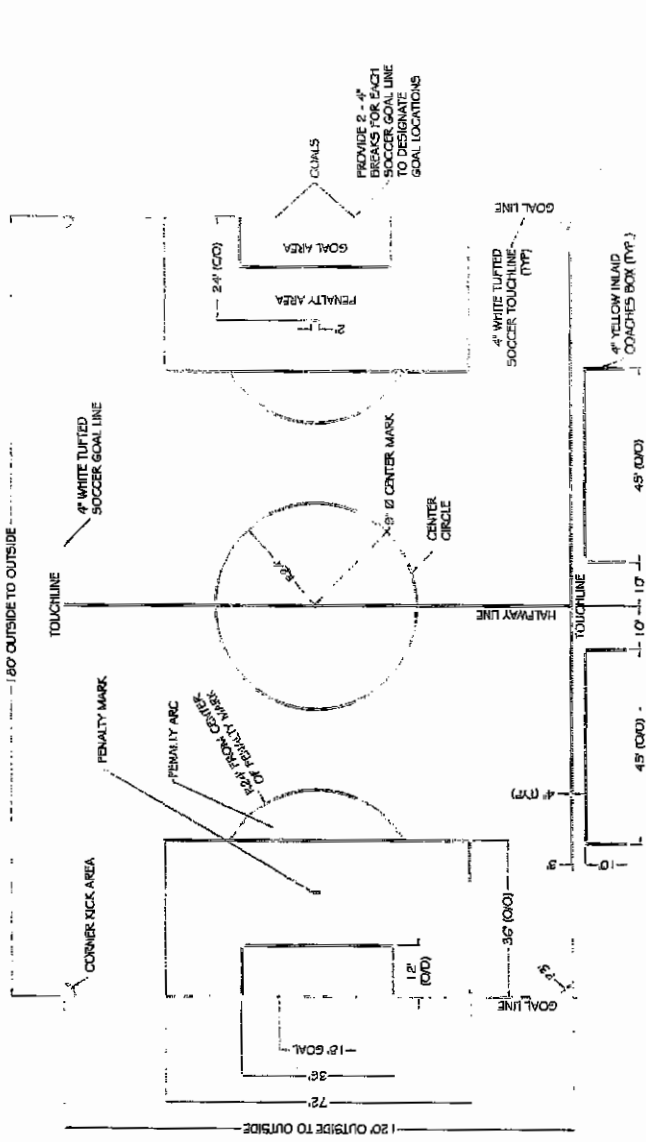
GOAL LOCATION  
SCALE:  $\frac{1}{4}'' = 1'-0''$



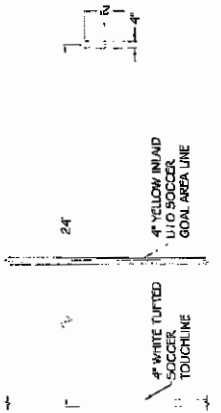
CENTER MARK  
SCALE:  $\frac{1}{4}'' = 1'-0''$



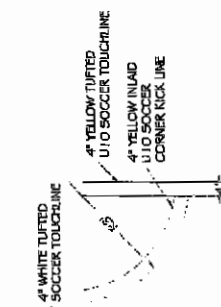
**U10 SOCCER LAYOUT NOTES:**  
ONE U10 SOCCER TOUCHLINE IS 4\"/>



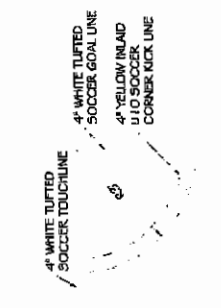
U10 SOCCER FIELD LAYOUT  
SCALE:  $\frac{1}{4}'' = 25'-0''$



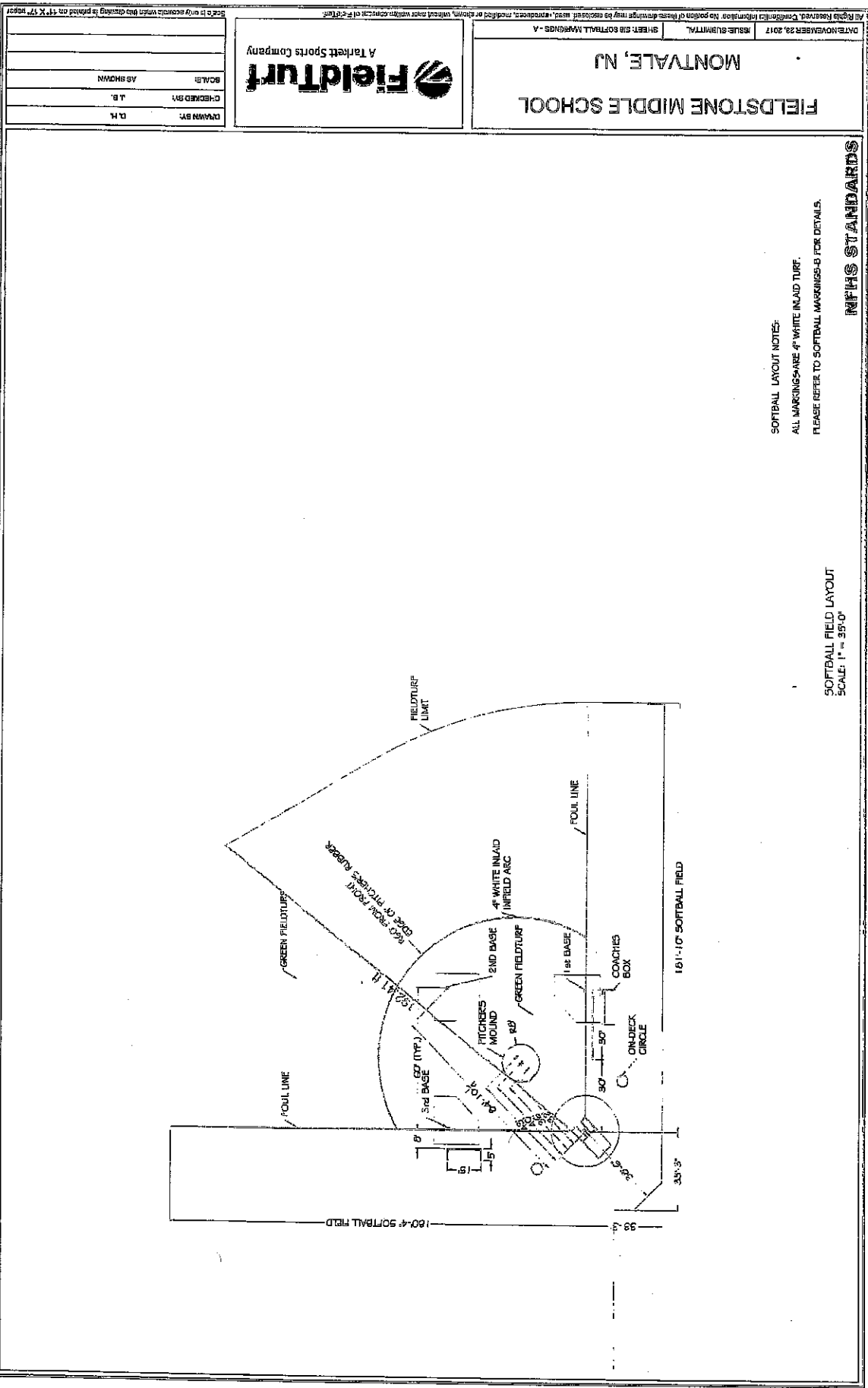
PENALTY MARK  
SCALE:  $\frac{3}{4}'' = 1'-0''$



CORNER KICK-2  
SCALE:  $\frac{3}{4}'' = 1'-0''$



CORNER KICK-1  
SCALE:  $\frac{3}{4}'' = 1'-0''$



SOFTBALL LAYOUT NOTES:  
 ALL MARKINGS ARE 4" WHITE INLaid TURF.  
 PLEASE REFER TO SOFTBALL MARKINGS-D FOR DETAILS.

**RFHS STANDARDS**

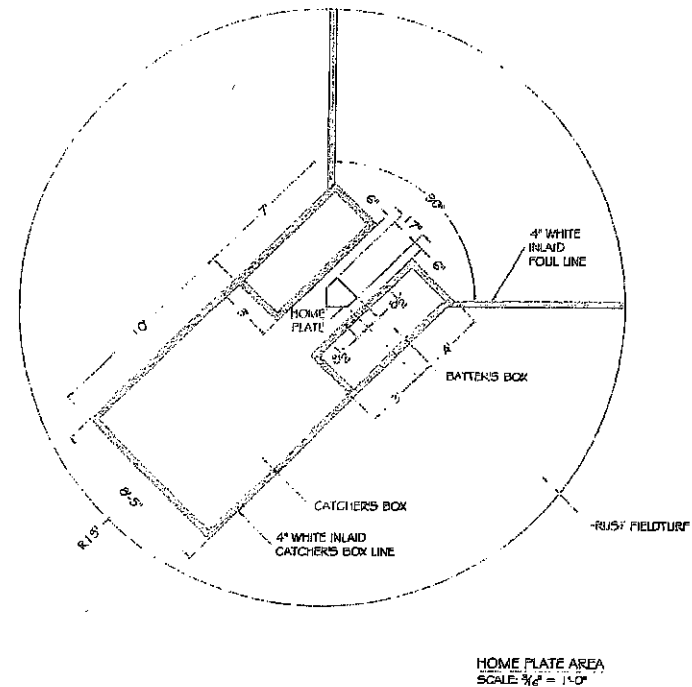
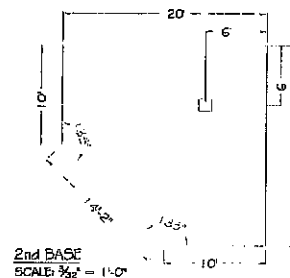
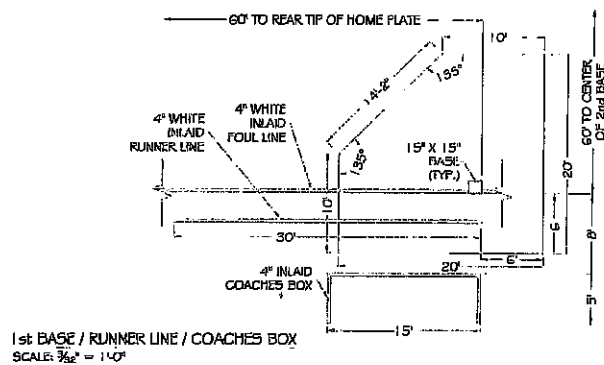
SOFTBALL FIELD LAYOUT  
 SCALE: 1" = 35'-0"

# FIELDSTONE MIDDLE SCHOOL MONTVALE, NJ



DATE: NOVEMBER 23, 2017	KSJL: SUBMITTAL	SHEET: 518 SOFTBALL MARKINGS - A
DRAWN BY: J.B.	CHECKED BY: J.B.	SCALE: AS SHOWN

Fieldstone Middle School, Montvale, NJ. This drawing is the property of Fieldstone Middle School. No portion of this drawing may be reproduced, stored, or transmitted in any form or by any means, electronic, mechanical, or otherwise, without prior written consent of Fieldstone Middle School. Scale: 1" = 35'-0".



**LEGEND:**

	INLAND WHITE LINE (INDICATED ON DETAILS ONLY)
---	--

## NFHS STANDARDS

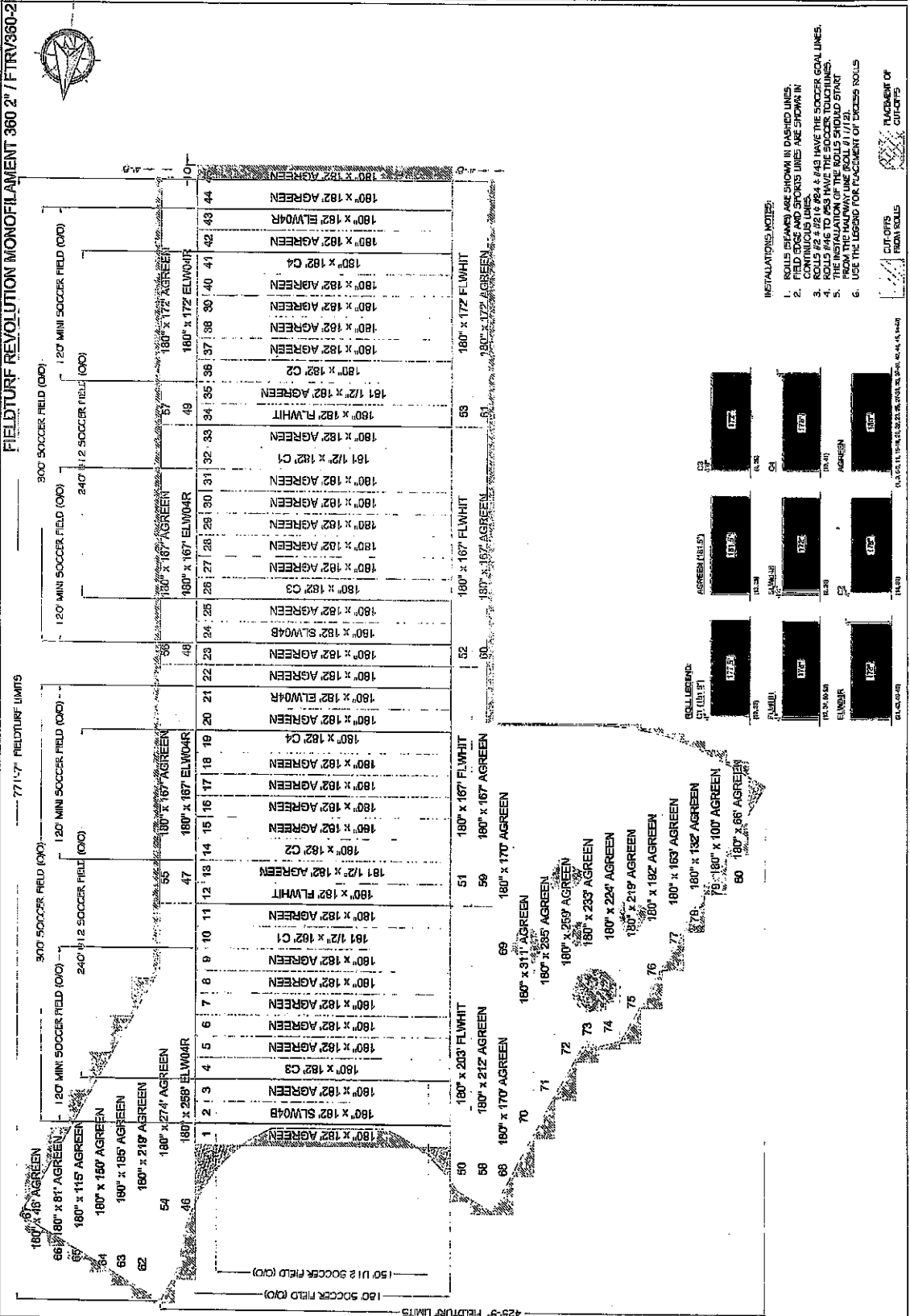
**FIELDSTONE MIDDLE SCHOOL**  
**MONTVALE, NJ**



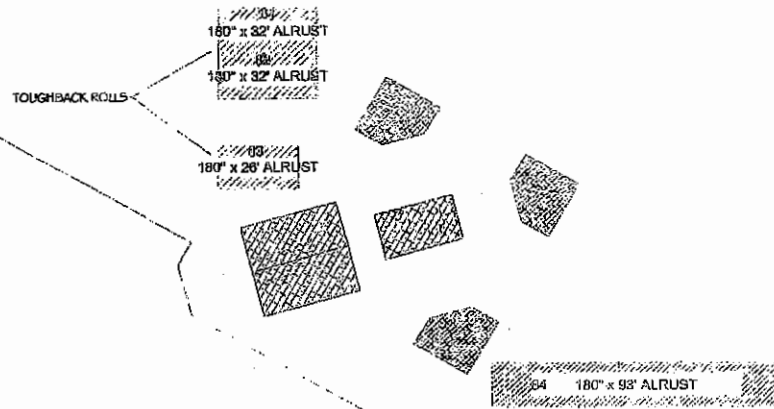
**FieldTurf**  
A Tarkett Sports Company

DRAWN BY	D. H.
CHECKED BY	J. B.
SCALE	AS SHOWN

DATE: NOVEMBER 23, 2017	ISSUE: SUBMITTAL	SHEET: 6/8 SOFTBALL MARKINGS - B
-------------------------	------------------	----------------------------------







ALRUST



(B1-B4)

INSTALLATIONS NOTES:

1. ROLLS (SEAMS) ARE SHOWN IN DASHED LINES.
2. FIELD EDGE AND SPORTS LINES ARE SHOWN IN CONTINUOUS LINES.
3. THE INSTALLATION OF THE ROLLS SHOULD START FROM (ROLL 001).
4. USE THE LEGEND FOR PLACEMENT OF EXCESS ROLLS.



FIELDSTONE MIDDLE SCHOOL  
MONTVALE, NJ

DRAWN BY:	D.H.
CHECKED BY:	J.B.
SCALE:	1"=30'
FIELD AREA:	1,858 sq. ft.
TURF MANUFD:	2,758 sq. ft.
EXTRA TURF:	40.2%

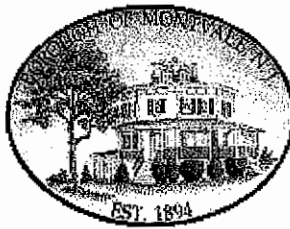
Scale is only accurate when this drawing is printed on 11" x 17" paper.

DATE: NOVEMBER 12, 2017 ISSUE: SUBMITTAL SHEET: 08 RUST ROLL LAYOUT  
All Rights Reserved. Original information may be disclosed, used, reproduced, modified or shown, without prior written consent of FieldTurf.

## FULL SUBMITTAL FIELDTURF - DRAFTER CHECKLIST

PROJECT NAME	FIELDSTONE MIDDLE SCHOOL		
COMPANY	FIELDTURF		
STATE	NJ		
TYPE OF FIELD	HIGH SCHOOL		
TEMPLATE	NFHS		
PRODUCT 1	FIELDTURF REVOLUTION MONOFILAMENT 360 2" / FTRV360-2		
PRODUCT 2	FIELDTURF CLASSIC SLIT FILM 2" / FTHD-2		
SPORT	COLOR	STANDARD	COMMENTS
SOCCER	WHITE	NFHS	
SOCCER	RED	U-12	
SOCCER	CANARY YELLOW	U-10	
SOFTBALL	WHITE	NFHS	
LOGO COLORS			
ADDITIONAL INFO			
RUN VBA	YES		
RUN "G" COMMAND	YES		

NOVEMBER 23, 2017



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 239-2017**

**RE: Award Professional Service Contract /Environmental Services/  
NJDEP Air Quality Permitting/Boiler For the Municipal Building/Maser Consulting, LLC**

**WHEREAS**, the Borough of Montvale has deemed it necessary to engage the professional services of an Environmental Engineer to provide professional services to apply for an air quality permit from the NJDEP Air Quality Permitting Program for the Borough Hall's boiler under the NJDEP general permit with an expiration date of February 2018, further details have been provided in the proposal dated December 7, 2017 which is attached to the original of this resolution; 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 December 7, 2017 to provide the environmental engineering services which are detailed and attached to the original of this resolution, and

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

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

- 1) That the proposal for the scope of environmental 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: NJDEP Air Quality Permitting Program.
- 3) The cost not to exceed shall be \$4,820.00. 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	No Vote
Arendacs							
Curry							
Gloeggler							
Koelling							
Lane							
Weaver							

**Adopted: December 26, 2017**

**ATTEST:**

**APPROVED:**

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

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



Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

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

December 7, 2017

**VIA E-MAIL**

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

Re: Proposal for Professional Environmental Services  
NJDEP Air Quality Permitting  
Boiler for the Municipal Building, 12 Mercedes Drive  
Borough of Montvale, Bergen County, New Jersey  
MC Proposal No. MVB-536P

Dear Ms. Iarossi-Alwan:

Maser Consulting P.A. (Maser Consulting) is pleased to provide this proposal for professional environmental services specific to applying for an air quality permit from the New Jersey Department of Environmental Protection (NJDEP) Air Quality Permitting Program. We understand that Borough Hall's boiler is currently permitted under NJDEP general permit GP-017, with an expiration date of February 2018, and that effective March 20, 2017 NJDEP has replaced general permit GP-017 with new general permit GP-017A for renewals of this permit.

Maser Consulting will also correct the Borough's air permit information contact for the boiler and for the two emergency diesel generators (EDGs) recently permitted under general permit GP-005A in August 2017. NJDEP's database erroneously lists Robert Culvert of Samuel S. Graham, Inc. (and not the Borough) as the point of contact.

**Firm Experience and Qualifications**

Maser Consulting's environmental services department has broad and extensive experience with environmental permitting and investigations. Maser Consulting has successfully completed NJDEP air permitting for several recent projects, including the Borough of Montvale's EDGs, the new Grainger Northeast Distribution Center (including three EDGs and 38 rooftop heating units), the S&P Global North Campus facility (including an EDG, a dual fuel boiler, and two single fuel boilers), and a methane gas management system at a closed municipal solid waste landfill. Our professionals include environmental and chemical engineers, geologists, environmental and ecological scientists. These professionals are assigned to projects based on the requisite expertise.

Donald Bowman, P.E., C.H.M.M., will be the project manager and lead professional for this project. Don has been conducting site remediation, environmental compliance assessment and environmental



permitting projects for over twenty years. Mr. Bowman is a licensed Professional Engineer in New Jersey. Mr. Robert Zelley, P.G., LSRP, who has over 30 years of experience and is Director of the firm's environmental services department, will be the principal in charge.

This proposal is divided into two sections as follows:

- Section I – Scope of Services
- Section II – Client Contract Authorization

The following scope of services has been separated into tasks so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.

### **SECTION I – SCOPE OF SERVICES**

Based on our conversations and information noted above, we propose to complete the following:

#### **TASK 1.0 NJDEP AIR QUALITY GENERAL PERMIT APPLICATION**

Maser Consulting will correct the point of contact information for NJDEP Facility ID 02930 for this Borough facility, and then submit an application to NJDEP for an air quality general permit for the subject boiler. Prior to submission of the air quality permit application, the Borough shall provide necessary shop drawings, equipment specifications, installation date(s), operating scenarios, and facility contact information for the equipment to be used to Maser Consulting. This proposal does not include services required for amending the air quality permit application or the air permit in the event that alternative equipment is obtained by the Borough subsequent to submission of the initial permit application. The Borough must establish a "myNewJersey" account (<https://my.state.nj.us/>) in order to electronically certify the permit application. Not included in the lump sum fee is the permit fee of \$820 which the Borough shall submit to NJDEP for this general permit.

<b>Task 1.0A Lump Sum Fee Not to Exceed</b>	<b>\$ 4,000.00</b>
<b>Permit Fee</b>	<b><u>820.00</u></b>
<b>Total Task 1 Fee</b>	<b>\$4,820.00</b>

#### **TASK 2.0 ADDITIONAL SERVICES**

Services accomplished under this phase will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the service is accomplished and will include revisions or extra services requested by the various review agencies and/or the client that differ from the original scope of service, or revisions required as conditions of approval and are not an error or omission on the part of Maser Consulting. Additional services will not be advanced without providing notice



to you of the need for additional services and obtaining your approval of the additional scope of services and fees.

**Task 2.0 Fees**

**Hourly**

**SCHEDULE OF FEES**

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

TASK 1.0	NJDEP AIR QUALITY GENERAL PERMIT APPLICATION	\$4,000.00
TASK 2.0	ADDITIONAL SERVICES	HOURLY

Maser Consulting will invoice this project at the hourly rates established in our 2017 Rate Schedule with the Borough.

**PROJECT SCHEDULE**

Maser Consulting anticipates completing Task 1.0 within one month of authorization by the Borough.

**ADDITIONAL SERVICES**

If additional services beyond the scope presented herein are required and authorized, then such work shall be provided. Additional services may include, but are not limited to, preparation of permit applications, reproduction costs for plans, additional specifications, reports, etc. Additional services may also include special studies not indicated herein as well as revisions and/or supplemental work, if required after review of the prepared documents by the Borough and review agencies.

**EXCLUSIONS**

If any item listed herein, or otherwise not specifically mentioned within this agreement or the Borough Engineering Agreement, is deemed necessary, Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra work. All unanticipated additional work shall be in accordance with the Schedule of Hourly Rates for the number of hours performed. No extra work will be performed without authorization from the Borough.

**SECTION II – CLIENT CONTRACT AUTHORIZATION**

If you find this proposal acceptable, please forward a copy of the Resolution of Approval for this proposal to this office. This will constitute approval of the proposed services.



Ms. Maureen Iarossi-Alwan, Administrator  
MC Proposal No. MVB-536P  
December 7, 2017  
Page 4 of 4

We appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

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

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

A handwritten signature in black ink, appearing to be 'K. Martin'.

Kurt A. Martin, P.G., LSRP  
Principal Associate

ARH/KAM/dfb

cc: Robert L. Zelle, P.G., LSRP, Maser Consulting P.A. (via e-mail)

P:\MVB\MVB-536P\Proposals\171207\_kam\_dfb MVB-536P\_boiler air permit proposal.docx



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 240-2017**

**RE: Award Professional Service Contract /Environmental Services/  
Preparation of EPA SPCC Plan /Maser Consulting, LLC**

**WHEREAS**, the Borough of Montvale has deemed it necessary to engage the professional services of an Environmental Engineer to provide professional services for the Municipal Building. This proposal specifically addresses the Environmental Protection Agency's requirements for spill prevention, control and countermeasure for oil filled equipment at the Municipal Buildings; 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 December 7, 2017 to provide the environmental engineering services which are detailed and attached to the original of this resolution, and

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

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

- 1) That the proposal for the scope of environmental 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: Preparation of EPA SPCC Plan Emergency Diesel Generators & Oil Filled Transformer at the Municipal Building
- 3) The cost not to exceed shall be \$6,500.00. 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	No Vote
Arendacs							
Curry							
Gloeggler							
Koelling							
Lane							
Weaver							

**Adopted: December 26, 2017**

ATTEST:

APPROVED:

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

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





Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

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

December 7, 2017

**VIA E-MAIL**

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

Re: Proposal for Professional Environmental Services  
Preparation of EPA SPCC Plan  
Emergency Diesel Generators & Oil-Filled Transformer at the Municipal Building  
12 Mercedes Drive  
Borough of Montvale, Bergen County, New Jersey  
MC Proposal No. MVB-537P

Dear Ms. Iarossi-Alwan:

Maser Consulting P.A. (Maser Consulting) is pleased to provide this proposal for professional environmental services for the Municipal Building. This proposal specifically addresses the Environmental Protection Agency's (EPA) requirements for spill prevention, control and countermeasure (SPCC) for oil-filled equipment at the subject facility, specifically:

- An emergency diesel generator (EDG) recently purchased by the Borough as backup power for the Municipal Building
- An existing EDG used as backup power for the Police Department wing of the Municipal Building
- An associated transformer for these EDGs, presumed to be oil-filled

The subject equipment collectively exceeds EPA's SPCC Plan regulatory threshold of 1,320 gallons of oil (aggregate aboveground storage capacity) in 40 CFR 112.

**Firm Experience and Qualifications**

Maser Consulting's environmental services department has broad and extensive experience with environmental permitting and investigations. Maser Consulting is the engineer-of-record for SPCC plans for four facilities in New Jersey: a large third-party specialty chemicals/fragrances warehouse, a large industrial park, a large industrial/commercial products warehouse, and a large third-party chemical storage warehouse. Our professionals include environmental and chemical



engineers, geologists, environmental and ecological scientists. These professionals are assigned to projects based on the requisite expertise.

Donald Bowman, P.E., C.H.M.M., will be the project manager and lead professional for this project. Don has been conducting site remediation, environmental compliance assessment and environmental permitting projects for over twenty years and is a licensed Professional Engineer in New Jersey. Mr. Robert Zelley, P.G., LSRP, who has over 30 years of experience and is Director of the firm's environmental services department, will be the principal in charge.

This proposal is divided into two sections as follows:

Section I – Scope of Services

Section II – Client Contract Authorization

The following scope of services has been separated into tasks so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.

#### **SECTION I – SCOPE OF SERVICES**

Based on our knowledge of the subject oil-filled equipment, we propose to complete the following:

##### **TASK 1.0 EPA SPCC PLAN PREPARATION**

Maser Consulting will review the layout of the subject oil-filled equipment, associated containment systems, site drainage systems and standard operating procedures (SOPs). We will then use this information to prepare an SPCC Plan required by EPA regulations (40 CFR 112), to be maintained by the Borough with Maser Consulting as the engineer-of-record.

The scope of the SPCC plan covers the above equipment only.

**Task 1.0 Lump Sum Fee**

**\$ 6,500.00**

##### **TASK 2.0 ADDITIONAL SERVICES**

Services accomplished under this phase will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the service is accomplished and will include revisions or extra services requested by the various review agencies and/or the client that differ from the original scope of service, or revisions required as conditions of approval and are not an error or omission on the part of Maser Consulting. Additional services will not be advanced without providing



notice to you of the need for additional services and obtaining your approval of the additional scope of services and fees.

**Task 2.0 Fees**

**Hourly**

**SCHEDULE OF FEES**

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

TASK 1.0	EPA SPCC PLAN PREPARATION	\$6,500.00
TASK 2.0	ADDITIONAL SERVICES	HOURLY

Maser Consulting will invoice this project at the hourly rates established in our 2017 Rate Schedule with the Borough.

**PROJECT SCHEDULE**

Maser Consulting anticipates completing Task 1.0 within one month of authorization by the Borough.

**ADDITIONAL SERVICES**

If additional services beyond the scope presented herein are required and authorized, then such work shall be provided. Additional services may include, but are not limited to, preparation of permit applications, reproduction costs for plans, additional specifications, reports, etc. Additional services may also include special studies not indicated herein as well as revisions and/or supplemental work, if required after review of the prepared documents by the Borough and review agencies.

**EXCLUSIONS**

If any item listed herein, or otherwise not specifically mentioned within this agreement or the Borough Engineering Agreement, is deemed necessary, Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra work. All unanticipated additional work shall be in accordance with the Schedule of Hourly Rates for the number of hours performed. No extra work will be performed without authorization from the Borough.

**SECTION II – CLIENT CONTRACT AUTHORIZATION**

If you find this proposal acceptable, please forward a copy of the Resolution of Approval for this proposal to this office. This will constitute approval of the proposed services.



Ms. Maureen Iarossi-Alwan, Administrator  
MC Proposal No. MVB-537P  
December 7, 2017  
Page 4 of 4

We appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

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

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

A handwritten signature in black ink, appearing to be 'K. Martin'.

Kurt A. Martin, P.G., LSRP  
Principal Associate

ARH/KAM/dfb

cc: Robert L. Zelle, P.G., LSRP, Maser Consulting P.A. (via e-mail)

P:\MVB\MVB-537P\Proposals\171207\_kam\_dfb MVB-537P\_spill prevention proposal.docx



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 241-2017**

**RE: CANCELLATION OF 2017 CURRENT FUND APPROPRIATIONS**

**WHEREAS**, there exists an unexpended 2017 Current Fund budget appropriation balance; and

**WHEREAS**, it is necessary to formally cancel said balance so that the unexpended balance may be credited to surplus;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that the following unexpended 2017 Current Fund budget appropriation balance be cancelled:

**GENERAL APPROPRIATIONS**

Operations - Excluded from "CAPS"  
Public and Private Programs Offset by Revenues

Municipal Alliance Program

\$9,876.00

=====

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

**Adopted: December 26, 2017**

**ATTEST:**

**APPROVED:**

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

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

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 242-2017**

RE: CANCELLATION OF PRIOR YEAR OUTSTANDING CHECKS

WHEREAS, There exists outstanding checks from the prior year drawn against the General Checking Account and Payroll Account, and

WHEREAS, it has been determined that the outstanding checks from the prior year be cancelled to Current Fund surplus;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, that the following outstanding checks from the prior year be cancelled:

**GENERAL CHECKING ACCOUNT**

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>	<u>FUND</u>	<u>ACCCOUNT</u>
05/31/16	11800	\$90.00	Current	Surplus
06/28/16	11954	80.00	Current	Surplus
08/02/16	12075	40.00	Current	Surplus
08/02/16	12076	40.00	Current	Surplus
10/13/16	12338	80.00	Current	Surplus
10/13/16	12342	160.00	Current	Surplus
		\$490.00		
		=====		

**PAYROLL ACCOUNT**

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>	<u>FUND</u>	<u>ACCCOUNT</u>
11/17/16	2966	54.31	Current	Surplus
11/30/16	80198	329.95	Current	Surplus
11/30/16	80202	89.51	Current	Surplus
		\$473.77		
		=====		

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

Adopted: December 26, 2017

ATTEST:

APPROVED:

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

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



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 243-2017**

**RE: CANCELLATION OF VARIOUS BALANCES**

**WHEREAS**, there exists certain receivable and reserve balances on the Current Fund balance sheet of the Borough of Montvale; and

**WHEREAS**, the funds creating these receivable and reserve balances have been investigated, and it has been determined that these receivable and reserve balances should be cancelled; and

**WHEREAS**, it is necessary to formally cancel said balances so that the uncollected receivable balances may be charged to fund balance and the unexpended reserve balance may be credited to fund balance;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale, that the following receivable and reserve balances from the Current Fund be cancelled:

**<CHARGES>/  
CREDITS**

**Current Fund**

**Grants Receivable:**

Municipal Alliance Program - 2017	<\$6,674.43>
N.J. Department of Transportation: Magnolia/Terkuile	< <u>6,283.20</u> >
	<\$12,957.63>
	=====

**Reserve for Grants - Appropriated:**

N.J. Department of Transportation: Magnolia/Terkuile	\$45,659.14
	=====

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

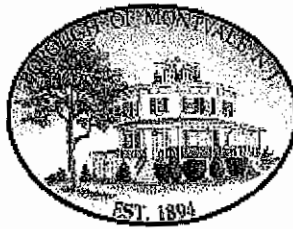
**Adopted: December 26, 2017**

**ATTEST:**

**APPROVED:**

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

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



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 244-2017**

**RE: CANCELLATION OF IMPROVEMENT AUTHORIZATIONS**

**WHEREAS**, there exists unexpended improvement authorization balances on the balance sheet of the General Capital Fund; and

**WHEREAS**, the unexpended improvement authorization balances remain dedicated to projects now completed or the balances are determined to be in excess of the amounts necessary for the completion of the projects; and

**WHEREAS**, it is necessary to formally cancel said balances so that the unexpended balances may be credited to deferred charges to future taxation unfunded, reserve for payment of debt or fund balance and the unused debt authorizations may be cancelled;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that the following unexpended improvement authorization balances be cancelled:

**GENERAL CAPITAL FUND:**

<u>ORDINANCE</u>	<u>DESCRIPTION</u>	<u>FUNDED</u>	<u>UNFUNDED</u>
2001-1153	Various Capital Improvements	\$3,780.00	
2011-1348	Various Capital Improvements	53,037.66	
2014-1389	Improvements to the Sanitary Sewer System	12,920.50	
		<hr/>	<hr/>
		\$69,738.16	\$0.00
		=====	=====

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

**Adopted: December 26, 2017**

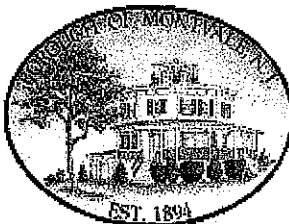
**ATTEST:**

**APPROVED:**

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

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





**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 245-2017**

**RE: TRANSFER OF APPROPRIATIONS**

WHEREAS, certain transfer of funds for various 2017 budget appropriations are necessary to cover anticipated expenditures; and

WHEREAS, N.J.S.A. 40A:4-58 provides for transfers from appropriations with an excess over and above the amount deemed to be necessary to fulfill the purpose for such appropriations, to those appropriations deemed to be insufficient;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, that the transfers be made between the 2017 budget appropriations as follows:

<u>CURRENT FUND</u>	<u>FROM</u>	<u>TO</u>
General Appropriations Operations - Within "CAPS"		
Financial Administration: Salaries and Wages	\$250.00	
Environmental Commission: Salaries and Wages		\$250.00
Tax Assessment Administration: Other Expenses	9,000.00	
Elevator Subcode Official: Other Expenses		9,000.00
	<hr/>	<hr/>
	\$9,250.00	\$9,250.00
	=====	=====

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

**Adopted: December 26, 2017**

**ATTEST:**

**APPROVED:**

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

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



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 246-2017**

**RE: Cancellation of Tax and Excess Sewer Overpayments or Delinquent Amounts Less than \$10.00**

**WHEREAS**, N.J.S.A. 40A:5-17 allows for the cancellation of property tax and excess sewer overpayments or delinquent amounts in the amount of less than \$10.00; and

**WHEREAS**, the Mayor and Council may authorize the Tax Collector to process, without further action on their part, any cancellation of property tax and excess sewer overpayments or delinquencies of less than \$10.00

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, hereby authorize the Tax Collector to cancel said property tax and excess sewer amounts as deemed necessary.

**BE IT FURTHER RESOLVED**, that a certified copy of the resolution be forwarded to the Tax Collector, Chief Finance Officer and the Municipal Auditor.

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

**Adopted: December 26, 2017**

**ATTEST:**

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

**APPROVED:**

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

## RESOLUTION

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

<u>FUND</u>	<u>AMOUNT</u>	<u>NOTES</u>
Current	\$299,970.09	Bill List Wire 12/26/17
	<u>297,897.03</u>	Wires/Manual Checks
Current TOTAL	597,867.12	
Escrow - Trust	20,000.21	Bill List Wire 12/26/17
Open Space Trust	41,147.80	Bill List Wire 12/26/17
Capital Fund	264,682.91	Bill List Wire 12/26/17

*This resolution was adopted by the Mayor and Council of Montvale  
at a meeting held on 12/26/17*

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

Approved: 12/26/17

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

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

ATTEST:

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

**MANUAL/VOID CHECKS - WIRES**  
**December 26, 2017**

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Transaction/Vendor</u>	<u>Amount</u>
WIRE		12/26/17	Payroll Account	185,180.07
WIRE		12/26/17	Salary Account	101,406.39
WIRE		12/26/17	FSA Account	<u>668.35</u>
	Total			287,254.81

**Posted Banking/Payroll Services - 2017**

	Current Fund	<u>9,897.03</u>
Total		<u>297,151.84</u>

December 20, 2017  
11:01 AM

Borough of Montvale  
Bill List By Vendor Id

Page No: 1

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

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

Vendor # Name		PO # PO Date Description		Contract	PO Type	First Rcvd		Chk/Void	1099	
Item Description		Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Invoice	Excl
00019 MUNICIPAL CAPITAL CORPORATION										
17-00209 02/06/17 COLOR COPIER/PRINTER SCANNER			B							
24 COPIER PRINTER SCANNER/ADMIN.		129.50	7-01-21-720-061	B	LEASED EQUIPMENT	R	05/02/17	12/20/17	4975221117/DEC.	N
25 COPIER PRINTER SCANNER/CONSTR.		129.50	7-01-22-725-061	B	LEASED EQUIPMENT	R	04/28/17	12/20/17	4975221117/DEC.	N
		259.00								
17-00211 02/06/17 SHREDDER LEASE 2017			B							
13 SHREDDER LEASE 2017		69.00	7-01-20-701-061	B	LEASED EQUIPMENT	R	04/28/17	12/20/17	4975241017/DEC.	N
Vendor Total:		328.00								
00047 D & E UNIFORMS										
17-00920 08/14/17 ZAGAJA										
1 ZAGAJA		70.00	7-01-25-745-254	B	ZAGAJA, MACIEJ - CLOTHING	R	08/14/17	12/20/17	53843	N
Vendor Total:		70.00								
00071 SUEZ WATER NEW JERSEY										
17-01410 12/12/17 3825412222 FIRE HYDRANTS/DEC.										
1 3825412222 FIRE HYDRANTS/DEC.		15,996.08	7-01-31-834-029	B	OTHER CONTRACTUAL ITEMS	R	12/12/17	12/20/17	DECEMBER	N
Vendor Total:		15,996.08								
00097 CABLEVISION										
17-01426 12/13/17 07873-109890-01-7 CABLEVISION										
1 07873-109890-01-7 CABLEVISION		80.63	7-01-20-701-029	B	OTHER CONTRACTUAL ITEMS	R	12/13/17	12/20/17	DEC. JAN.	N
17-01427 12/13/17 07873-204461-01-0 CABLEVISION										
1 07873-204461-01-0 CABLEVISION		143.32	7-01-20-701-029	B	OTHER CONTRACTUAL ITEMS	R	12/13/17	12/20/17	DEC. JAN.	N
17-01428 12/13/17 07873-218840-01-0 CABLEVISION										
1 07873-218840-01-0 CABLEVISION		7.77	7-01-27-791-029	B	OTHER CONTRACTUAL ITEMS	R	12/13/17	12/20/17	DECEMBER	N
Vendor Total:		231.72								

December 20, 2017  
11:01 AM

Borough of Montvale  
Bill List By Vendor Id

Page No: 2

Vendor # Name

PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Exc1
Item Description	Amount	Charge Account	Acct Type Description							
00108 MONTVALE HARDWARE & SUPPLY										
17-01335 11/28/17 Chain and Lock										
1 Chain and Lock	2.19	T-14-56-286-001	B RESERVE FOR OPEN SPACE TRUST	R	11/28/17	12/20/17			A137535	N
2 Chain and Lock	14.99	T-14-56-286-001	B RESERVE FOR OPEN SPACE TRUST	R	11/28/17	12/20/17			A137535	N
	17.18									
Vendor Total:	17.18									
00113 FEDICK, ANDREW										
17-01392 12/11/17 REIM SUN GLASSES										
1 REIM SUN GLASSES	206.27	7-01-25-745-260	B FEDICK, ANDREW - CLOTHING	R	12/11/17	12/20/17			REIMBURSEMENT	N
Vendor Total:	206.27									
00146 PSE&G CO.										
17-01448 12/19/17 PSE&G CHARGES/NOVEMBER										
1 6772525604 12 MERCEDES DR	1,670.95	7-01-31-829-078	B NATURAL GAS - 12 MERCEDES	R	12/19/17	12/20/17			NOVEMBER	N
2 6502643000 MEMORIAL DR SR CTR	445.14	7-01-31-829-086	B NATURAL GAS - ONE MEMORIAL	R	12/19/17	12/20/17			NOVEMBER	N
3 6703262608 43 HUFF TER	13.80	7-01-31-829-070	B NATURAL GAS	R	12/19/17	12/20/17			NOVEMBER	N
4 6600192208 VLY VIEW TER	15.41	7-01-31-829-070	B NATURAL GAS	R	12/19/17	12/20/17			NOVEMBER	N
5 6530025502 RAILROAD AVE. REC	77.85	7-01-31-829-070	B NATURAL GAS	R	12/19/17	12/20/17			NOVEMBER	N
6 6673192003 31W GRAND AVE DPW	257.85	7-01-31-829-070	B NATURAL GAS	R	12/19/17	12/20/17			NOVEMBER	N
7 6532701009 CHEST. RIDGE TS ELE	164.47	7-01-31-829-070	B NATURAL GAS	R	12/19/17	12/20/17			NOVEMBER	N
8 6702243308 159 CHESTNUT RDG RD	165.49	7-01-31-829-070	B NATURAL GAS	R	12/19/17	12/20/17			NOVEMBER	N
	2,810.96									
Vendor Total:	2,810.96									
00151 LAMENDOLA, BRIAN										
17-01403 12/12/17 REIM NEW EQUIP										
1 REIM NEW EQUIP	80.92	7-01-25-745-262	B LAMENDOLA, BRIAN - CLOTHING	R	12/12/17	12/20/17			REIM EQUIPMENT	N
Vendor Total:	80.92									
00164 STATELINE FIRE & SAFETY, INC.										
17-01279 11/13/17 PUMP/GAS METER/REPL.SENSOR										
1 FLO PUMP/GAS METER/BULB/SENSOR	534.00	7-01-25-752-058	B OTHER EQUIPMENT & SUPPLIES	R	11/13/17	12/20/17			111915	N

December 20, 2017  
11:01 AM

Borough of Montvale  
Bill List By Vendor Id

Page No: 3

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
00164 STATELINE FIRE & SAFETY, INC. Continued																
17-01279		11/13/17	PUMP/GAS METER/REPL.SENSOR		Continued											
2 SENSOR FOR GAS METER					529.70	7-01-25-752-058		B OTHER EQUIPMENT & SUPPLIES	R	11/13/17	12/20/17				111915	N
					1,063.70											
Vendor Total:					1,063.70											
00178 FAIR GAME GOOSE CONTROL INC.																
17-00093		01/16/17	GOOSE CHASING 2017		B											
12 GOOSE CHASING 2017					550.00	T-14-56-286-001		B RESERVE FOR OPEN SPACE TRUST	R	01/16/17	12/20/17				69 BD OF HEALTH	N
17-01408		12/12/17	GEESE CONTROL BOARD OF ED													
1 GEESE CONTROL BOARD OF ED					550.00	7-01-27-785-092		B GEESE CONTROL	R	12/12/17	12/20/17				69 BD OF ED	N
Vendor Total:					1,100.00											
00258 ROCKLAND ELECTRIC COMPANY																
17-01409		12/12/17	ROCKLAND ELECTRIC CHARGES DEC.													
1 1753077003 W GRAND AVE TFLT X					49.79	7-01-31-825-071		B ELECTRICITY	R	12/12/17	12/20/17				DECEMBER	N
Vendor Total:					49.79											
00313 DONNA LYNN J. ARNOLD, C.C.R.																
17-01298		11/15/17	FEE FOR TRANSCRIPTION													
1 FEE FOR TRANSCRIPTION OF					1,372.00	7-01-20-704-028		B OTHER PROF/CONSULTANT SERVICES	R	11/15/17	12/20/17				MTG 9/26/2017	N
Vendor Total:					1,372.00											
00341 CURRY, ROSE																
17-01438		12/15/17	REIMB.FOR NJLM 2017 TRAVEL EXP													
1 REIMB.FOR NJLM 2017 TRAVEL EXP					268.24	7-01-20-703-045		B TRAVEL	R	12/15/17	12/20/17				2017 NJLM EXP	N
Vendor Total:					268.24											
00375 BOROUGH OF PARK RIDGE																
17-01346		11/30/17	TRI BORO SUBSCRIPTION RENEWAL													
1 TRI BORO NATIONAL FIRE CODES					448.50	7-01-25-746-029		B OTHER CONTRACTUAL ITEMS	R	11/30/17	12/20/17				70420204x	N

December 20, 2017  
11:01 AM

Borough of Montvale  
Bill List By Vendor Id

Page No: 4

Vendor # Name		PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099	
Item Description		Amount	Charge	Account	Acct Type	Description		Enc Date	Date	Date	Invoice	Excl
00375 BOROUGH OF PARK RIDGE Continued												
17-01449 12/19/17 TRI-BORO FUEL INVOICES/NOV.												
1	TRI-BORO FUEL INVOICE/NOV.	3,559.26	7-01-31-833-074	B	GASOLINE & DIESEL FUEL	R	12/19/17	12/20/17		NOVEMBER	N	
2	SENIOR CITIZEN FUEL INV./NOV.	140.53	7-01-31-833-074	B	GASOLINE & DIESEL FUEL	R	12/19/17	12/20/17		NOVEMBER	N	
3	TRI-BORO AMBULANCE INV./NOV.	216.11	7-01-25-748-074	B	GASOLINE	R	12/19/17	12/20/17		NOVEMBER	N	
		3,915.90										
Vendor Total:		4,364.40										
00393 BEATTIE PADOVANO TRUST ACCT.												
17-01399 12/12/17 TAX COURT SETTLEMENT												
1	TAX COURT SETTLEMENT	45,398.88	7-01-55-270-000	B	RESERVE TAX APPEALS - PRIOR YEAR	R	12/12/17	12/20/17		TX CRT. SETTLE	N	
Vendor Total:		45,398.88										
00402 MUNICIPAL CAPITAL CORPORATION												
17-00210 02/06/17 COPY MACHINE LEASE CONTR.2017 B												
13	COPY MACHINE LEASE CONTR.2017	299.00	7-01-20-701-061	B	LEASED EQUIPMENT	R	05/02/17	12/20/17		497522117/DEC.	N	
Vendor Total:		299.00										
00448 V.E. RALPH & SON, INC.												
17-01316 11/21/17 PD MEDICAL GLOVES												
1	PD MEDICAL GLOVES	66.18	7-01-25-745-094	B	MEDICAL SUPPLIES	R	11/21/17	12/20/17		348902	N	
Vendor Total:		66.18										
00476 MAGLOCLEN, INC.												
17-01304 11/20/17 MEMBERSHIP USER FEES												
1	MEMBERSHIP USER FEES	400.00	7-01-25-745-029	B	OTHER CONTRACTUAL ITEMS	R	11/20/17	12/20/17		37-2N1686	N	
Vendor Total:		400.00										
00554 BERGEN MONT.EMPL.BENEFITS FUND												
17-01413 12/12/17 HEALTH BENEFITS DEC 2017												
1	MEDICAL BENEFITS DEC 2017	73,339.00	7-01-23-733-096	B	OTHER CONTRACTUAL - BMED	R	12/12/17	12/20/17		DEC 2017	N	
2	DENTAL BENEFITS DEC 2017	3,806.00	7-01-23-733-095	B	DENTAL	R	12/12/17	12/20/17		DEC 2017	N	



Page No: 5

Vendor # Name	PO # PO Date Description	Contract Amount Charge Account	PO Type Acct Type Description		First Stat/Chk Enc Date Rcvd Date Chk/Void Date Invoice	1099 Excl
00554 BERGEN MUNI EMPL BENEFITS FUND Continued						
17-01413 12/12/17 HEALTH BENEFITS DEC 2017	Continued					
3 PRECRIPT BENEFITS DEC 2017	21,741.00	7-01-23-733-097	B PRESCRIPTION	R	12/12/17 12/20/17	DEC 2017 N
	98,886.00					
Vendor Total:	98,886.00					
00705 APPROVED SURGICAL SUPPLIES INC						
17-00935 08/16/17 PD OXYGEN TANKS						
1 PD OXYGEN TANKS	180.00	7-01-25-745-102	B OXYGEN TANK/FIRE EXT - M & R	R	08/16/17 12/20/17	40576+ N
Vendor Total:	180.00					
00731 MASER CONSULTING P.A.						
16-00489 04/21/16 COMPLIANCE W.AFFORDABLE HOUSIN B						
20 AFFORDABLE HOUSING SERVICES	4,809.50	7-01-21-720-028	B OTHER PROF/CONSULTANT SERVICES	R	12/01/17 12/20/17	435743 N
17-01369 12/05/17 ESCROW PAYMENTS						
1 CHESTNUT RIDGE ROAD	108.75	E-08-00-211-13A	B Bank of America 2904/4	R	12/05/17 12/20/17	0000435707 N
Vendor Total:	4,918.25					
00745 WASTE MANAGEMENT OF NEW JERSEY						
17-00123 01/23/17 GARBAGE COLLECTION 2017 B						
23 GARBAGE COLLECTION NOVEMBER	47,231.78	7-01-26-770-029	B OTHER CONTRACTUAL ITEMS	R	05/02/17 12/20/17	2546707-1374-5 N
24 RECYCLING TAX NOVEMBER	590.22	7-01-26-771-029	B RECYCLING TAX - OTHER CONTRACTUAL	R	05/02/17 12/20/17	2546707-1374-5 N
	47,822.00					
Vendor Total:	47,822.00					
00762 HARBORTOUCH						
17-01373 12/06/17 COURT CREDIT CARD FEES -NOV						
1 COURT CREDIT CARD FEES -NOV	158.13	7-01-41-250-029	B OTHER CONTRACTUAL ITEMS	R	12/06/17 12/20/17	NOV 2017 N
2 COURT CREDIT CARD FEES -NOV	145.96	7-01-42-855-029	B OTHER CONTRACTUAL ITEMS	R	12/06/17 12/20/17	NOV 2017 N
	304.09					
Vendor Total:	304.09					

December 20, 2017  
11:01 AM

Borough of Montvale  
Bill List By Vendor Id

Page No: 6

Vendor # Name		PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099	
Item Description		Amount	Charge	Account	Acct Type	Description	Enc	Date	Date	Date	Invoice	Exc
00896 GIAMMARINO, MICHAEL												
17-00074 01/11/17 INTERPRETER SERVICES 2017					B							
37 INTERPRETER SERVICES 2017		122.40	7-01-42-855-028		B	OTHER PROF/CONSULTANT SERVICES	R	01/11/17	12/20/17		11/27/17	N
38 INTERPRETER SERVICES 2017		132.60	7-01-41-250-028		B	OTHER PROFESSIONAL/CONSULTING SERVICES	R	11/02/17	12/20/17		11/27/17	N
39 INTERPRETER SERVICES 2017		78.00	7-01-41-250-028		B	OTHER PROFESSIONAL/CONSULTING SERVICES	R	11/30/17	12/20/17		12/13/2017	N
40 INTERPRETER SERVICES 2017		72.00	7-01-42-855-028		B	OTHER PROF/CONSULTANT SERVICES	R	11/30/17	12/20/17		12/13/2017	N
		405.00										
Vendor Total:		405.00										
00934 RIVER VALE TOWNSHIP												
17-01405 12/12/17 2017 HILLS VALLEY COALITION												
1 2017 HILLS VALLEY COALITION		2,500.00	7-01-25-745-029		B	OTHER CONTRACTUAL ITEMS	R	12/12/17	12/20/17		210	N
Vendor Total:		2,500.00										
01028 HAWKEN, CHRISTOPHER												
17-01391 12/11/17 REIM CLOTHING												
1 REIM CLOTHING		23.92	7-01-25-745-275		B	HAWKEN, CHRISTOPHER - CLOTHING	R	12/11/17	12/20/17		CLOTHING	N
Vendor Total:		23.92										
01132 COOPERATIVE COMMUNICATIONS, INC												
17-01129 10/11/17 Police Dept. 2 phones												
1 2 new phones x.130 x 127		550.00	7-01-25-745-058		B	OTHER EQUIPMENT & SUPPLIES	R	10/11/17	12/20/17		12/18/2017	N
17-01368 12/05/17 2013915700 BORO TELEPHONE SVS												
1 2013915700 BOROUGH OF MONTVALE		1,949.39	7-01-31-827-076		B	TELEPHONE CHARGES	R	12/05/17	12/20/17		NOVEMBER	N
Vendor Total:		2,499.39										
01134 RESERVE ACCOUNT												
17-01417 12/13/17 4TH QTR POSTAGE COURT												
1 4TH QTR POSTAGE COURT		459.48	7-01-42-855-022		B	POSTAGE & EXPRESS CHARGES	R	12/13/17	12/20/17		4TH QTR	N

December 20, 2017  
11:01 AM

Borough of Montvale  
Bill List By Vendor Id

Page No: 7

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
01134	RESERVE ACCOUNT	Continued									
17-01417	12/13/17 4TH QTR POSTAGE COURT			Continued							
2	4TH QTR POSTAGE COURT	497.78	7-01-41-250-022	B	POSTAGE AND EXPRESS CHARGES	R	12/13/17	12/20/17		4TH QTR	N
		957.26									
Vendor Total:		957.26									
01156	DIRECT ENERGY BUSINESS										
17-01425	12/13/17 DIRECT ENERGY ELECTRIC CHARGES										
1	0157026009 1 MEMORIAL LITE	7.45	7-01-31-825-071	B	ELECTRICITY	R	12/13/17	12/20/17		173380033022625	N
2	0195092007 GRAND SO PK 87/97	27.57	7-01-31-825-071	B	ELECTRICITY	R	12/13/17	12/20/17		173380033022625	N
3	0716933005 MEMORIAL TENIS CRT	11.37	7-01-31-825-071	B	ELECTRICITY	R	12/13/17	12/20/17		173380033022625	N
4	5229845000 LA TRENTA FLD LTS	172.10	7-01-31-825-071	B	ELECTRICITY	R	12/13/17	12/20/17		173380033022625	N
		218.49									
Vendor Total:		218.49									
01210	GOOSETOWN COMMUNICATIONS										
17-01239	11/01/17 PD MV UNIT RADIO/ RADIO PROGRA										
1	PD MV UNIT RADIO	1,381.28	7-01-25-760-051	B	PURCHASE OF VEHICLES	R	11/01/17	12/20/17		101237+101816+	N
2	REPROGRAMING OF OLD RADIOS	186.00	7-01-25-745-079	B	COMMUNICATION EQUIP MAINT/REPR	R	11/01/17	12/20/17		101237+	N
		1,567.28									
Vendor Total:		1,567.28									
01223	ELECTRICAL POWER SYSTEMS INC.										
17-01336	11/28/17 GENERATOR REPAIR										
1	PD GENERATOR LOAD TEST	1,025.00	7-01-25-747-029	B	OTHER CONTRACTUAL ITEMS	R	11/28/17	12/20/17		10028	N
Vendor Total:		1,025.00									
01293	NJ DIV. PENSIONS & BENEF./DCRP										
17-00217	02/07/17 DCRP GROUP LIFE & LG TERM DIS.			B							
22	DCRP GROUP LIFE INSURANCE/NOV.	173.86	7-01-36-846-029	B	OTHER CONTRACTUAL - DCRP	R	05/02/17	12/20/17		NOVEMBER	N

Vendor # Name	PO # PO Date Description	Contract PO Type		First Rcvd	Chk/Void	1099
	Item Description	Amount Charge Account Acct Type Description	Stat/Chk	Enc Date Date	Date Invoice	Exc1
01293 NJ DIV.PENSIONS & BENEF./DCRP Continued						
17-00217 02/07/17 DCRP GROUP LIFE & LG TERM DIS.	Continued					
23 DCRP LONG TERM DISABILITY/NOV.	72.78	7-01-36-846-029	B OTHER CONTRACTUAL - DCRP	R	05/02/17 12/20/17	NOVEMBER N
	246.64					
Vendor Total:	246.64					
01368 ROBALINO, ERIC						
17-01388 12/11/17 CLOTHING & NEW EQUIP						
1 CLOTHING & NEW EQUIP	77.72	7-01-25-745-257	B ROBALINO, ERIC - CLOTHING	R	12/11/17 12/20/17	CLOTHING N
Vendor Total:	77.72					
01409 NARITA MARAJ, LLC.						
17-00137 01/24/17 RECORDS MANAGEMENT SVS 2017		B				
26 RECORD MANAGEMENT SVS	340.24	7-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R	05/02/17 12/20/17	MTV-2017-022 N
27 RECORD MANAGEMENT SVS/ERUV	197.81	7-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R	05/02/17 12/20/17	2017-ERUV004 N
28 RECORD MANAGEMENT SVS/ERUV	158.25	7-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R	05/02/17 12/20/17	2017-ERUV005 N
	696.30					
Vendor Total:	696.30					
01431 THE SIGNTIST						
17-01274 11/09/17 REFLECTIVE LETTERING CHEVY T.						
1 REFLECTIVE LETTERING	1,370.00	7-01-44-815-000	B ACQUISITION OF VEHICLES & EQUIPMENT-UCC	R	11/09/17 12/20/17	2601 N
Vendor Total:	1,370.00					
01472 D.L.S.CONTRACTING, INC						
17-00760 06/29/17 2017 ROAD IMPROVEMENTS		B				
8 PROCESS PAYMENT #3	36,408.80	7-01-44-861-029	B OTHER CONTRACTUAL ITEMS	R	06/29/17 12/20/17	PROCESS PAYMT#3 N
9 CHANGE ORDER NO. 2	6,900.00	7-01-44-861-029	B OTHER CONTRACTUAL ITEMS	R	06/29/17 12/20/17	CHANGE ORD. #2 N
	43,308.80					
Vendor Total:	43,308.80					

December 20, 2017  
11:01 AM

Borough of Montvale  
Bill List By Vendor Id

Page No: 9

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
01482 THE LANDTEK GROUP, INC.												
	17-00931	08/16/17	REMOVE AND REPLACE TURF		B							
	3		PROGRESS PAYMENT #1	40,580.62	T-14-56-286-001	B RESERVE FOR OPEN SPACE TRUST	R	08/16/17	12/20/17		PAYMENT #1	N
			Vendor Total:	40,580.62								
01524 BATCH, CHARLES												
	17-01430	12/14/17										
	1		MILEAGE REIMBURSEMENT	16.00	7-01-22-725-045	B TRAVEL	R	12/14/17	12/20/17		MILEAGE OCT/NOV	N
			Vendor Total:	16.00								
01531 UNIMAK, LLC												
	16-00504	04/27/16	CONSTRUCTION OF NEW FIREHOUSE		B							
	20		PAYMENT UNIMAK 12/11/17	261,232.91	C-04-55-405-A00	B CONSTRUCTION OF FIRE HOUSE	R	04/27/16	12/20/17		12/11/2017	N
			Vendor Total:	261,232.91								
01593 AMERICAN LAWN SPRINKLER CO.												
	17-01253	11/06/17	SPRINKLER SYSTEM									
	1		IRRIGATION SYSTEM	1,000.00	7-01-26-772-085	B BUILDING MAINT - 12 MERCEDES	R	11/06/17	12/20/17		168029	N
	17-01349	11/30/17	WINTERIZATION 2017									
	1		WINTERIZATION 2017- TWO TIMERS	650.00	7-01-26-772-029	B OTHER CONTRACTUAL ITEMS	R	11/30/17	12/20/17		168030	N
			Vendor Total:	1,650.00								
01643 LISA DENT												
	17-01393	12/11/17	Holiday Tree Light. Supplies 2									
	1		Holiday Tree Light. Supplies 2	62.96	7-01-28-795-068	B SPECIAL EVENTS	R	12/11/17	12/20/17		REIMBURSEMENT	N
			Vendor Total:	62.96								
01660 SOUTH JERSEY ENERGY												
	17-01415	12/13/17	SOUTH JERSEY ENERGY GAS CHARGE									
	1		00150755 VLY VIEW TER	5.14	7-01-31-829-070	B NATURAL GAS	R	12/13/17	12/20/17		1044146ES	N
	2		00150757 RAILROAD REC	82.22	7-01-31-829-070	B NATURAL GAS	R	12/13/17	12/20/17		1047537ES	N
	3		00150756 31 W GRAND AVE	298.03	7-01-31-829-070	B NATURAL GAS	R	12/13/17	12/20/17		1047536ES	N

Page No: 10

[illegible]



December 20, 2017  
11:01 AM

Borough of Montvale  
Bill List By Vendor Id

Page No: 12

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description				Enc Date	Date	Date Invoice	Excl
<b>01760 UNITED PARCEL SERVICE Continued</b>										
17-01275 11/09/17 F047X6447 UPS CHARGES										
1 F047X6447 UPS CHARGES/PL BD	10.77	7-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R		11/09/17	12/20/17		6447	N
2 F047X6447 UPS CHARGES/ADM	3.59	7-01-20-701-022	B POSTAGE & EXPRESS CHARGES	R		11/09/17	12/20/17		6447	N
	14.36									
Vendor Total:	207.58									
<b>02086 TAYLOR RENTAL</b>										
17-01311 11/20/17 HEATED TENT-TREE LIGHTING										
1 HEATED TENT-TREE LIGHTING	1,870.00	7-01-28-795-068	B SPECIAL EVENTS	R		11/20/17	12/20/17		124967-3	N
2 RENT A GENERATOR	150.00	7-01-28-795-068	B SPECIAL EVENTS	R		11/30/17	12/20/17		124967-3	N
	2,020.00									
Vendor Total:	2,020.00									
<b>02141 REGAN, ROBERT T., ESQ.</b>										
17-01170 01/27/17 RETAINER 2017		B								
5 RETAINER 2017 /4TH QTR.	3,000.00	7-01-21-720-028	B OTHER PROF/CONSULTANT SERVICES	R		01/27/17	12/20/17		14430	N
17-01246 11/03/17 ESCROW PAYMENTS										
1 KPMG 2701/2	4,784.00	E-08-00-216-05A	B KPMG (2701/2) (old 3102/1.01)	R		11/03/17	12/20/17		14377	N
2 PINTO 201/3	80.00	E-08-00-217-02A	B Pinto, Lawrence & Tania (201/3)	R		11/03/17	12/20/17		14382	N
3 QUEEN 2408/26	64.00	E-08-00-217-04A	B RICHARD QUEEN 2408/26	R		11/03/17	12/20/17		14381	N
4 160 SPRING VALLEY LLC 301/2&3	80.00	E-08-00-217-11A	B 160 Spring Valley LLC - 301/2&3	R		11/03/17	12/20/17		14380	N
5 TONELLI 2002/14	1,488.00	E-08-00-217-19A	B TONELLI DEV CORP (2002/14)	R		11/03/17	12/20/17		14379	N
6 BANK OF AMERICA 2904/4	2,192.00	E-08-00-211-13A	B Bank of America 2904/4	R		11/03/17	12/20/17		14378	N
	8,688.00									
17-01407 12/12/17 COAH										
1 COAH	2,572.00	7-01-21-720-028	B OTHER PROF/CONSULTANT SERVICES	R		12/12/17	12/20/17		14423	N
17-01411 12/12/17 ESCROW PAYMENTS										
1 BANK OF AMERICA 2904/4	160.00	E-08-00-211-13A	B Bank of America 2904/4	R		12/12/17	12/20/17		14424	N
2 160 SPRING VALLEY LLC 301/2&3	87.20	E-08-00-217-11A	B 160 Spring Valley LLC - 301/2&3	R		12/12/17	12/20/17		14425	N
3 KPMG (2701/2)	80.00	E-08-00-216-05A	B KPMG (2701/2) (old 3102/1.01)	R		12/12/17	12/20/17		14426	N
4 SHARP ELECTRONICS (2001/4)	16.00	E-08-00-216-07A	B Sharp Electronics (2001/4)	R		12/12/17	12/20/17		14427	N
5 TONELLI DEV CORP (2002/14)	80.00	E-08-00-217-19A	B TONELLI DEV CORP (2002/14)	R		12/12/17	12/20/17		14428	N



December 20, 2017  
11:01 AM

Borough of Montvale  
Bill List By Vendor Id

Page No: 13

Vendor # Name		PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
02141 REGAN, ROBERT T., ESO. Continued														
17-01411		12/12/17	ESCROW PAYMENTS			Continued								
6 BOYLE, ROBERT (2501/11)			128.00	E-08-00-217-15A		B BOYLE, ROBERT (2501/11)		R	12/12/17	12/20/17			14456	N
			551.20											
Vendor Total:			14,811.20											
03060 TRI-STATE TECHNICAL SERVICES														
17-00162		01/27/17	2017 COMPUTER MAINTENANCE			B								
12 2017 COMPUTER MAINTENANCE			691.67	7-01-20-701-108		B MAINTENANCE/RENTAL AGREEMENTS		R	05/02/17	12/20/17			26199 DECEMBER	N
17-00163		01/27/17	2017 ACCESS/SPECIAL MICROSOFT			B								
12 2017 ACCESS/SPECIAL MICROSOFT			324.00	7-01-20-701-108		B MAINTENANCE/RENTAL AGREEMENTS		R	10/31/17	12/20/17			25444 DECEMBER	N
17-00164		01/27/17	CABLE TV ADOBE SOFTW.LEASE2017			B								
12 CABLE TV ADOBE SOFTW.LEASE2017			21.39	7-01-20-716-061		B LEASED EQUIPMENT & SOFTWARE		R	01/27/17	12/20/17			25292/DECEMBER	N
17-01305		11/20/17	APC 1500 UPS & LABOR											
1 APC 1500 UPS & LABOR			485.00	7-01-25-745-059		B COMPUTER EQUIPMENT & SUPPL		R	11/20/17	12/20/17			17807	N
17-01328		11/22/17	INSTALL PRINTER/SURGE PROTECT.											
1 INSTALL PRINTER			330.00	7-01-22-725-053		B OFFICE EQUIPMENT		R	11/22/17	12/20/17			17848	N
17-01380		12/07/17	SET-UP FIOS FOR OFFICE											
1 SET-UP FIOS FOR OFFICE			739.00	7-01-20-701-029		B OTHER CONTRACTUAL ITEMS		R	12/07/17	12/20/17			17856	N
Vendor Total:			2,591.06											
03084 WESLEY SICOMAC DAIRY														
17-00106		01/19/17	MILK DELIVERY ADMINSTR.2017			B								
12 MILK DELIVERY ADMINSTR.NOV			45.32	7-01-20-701-041		B MEAL REIMBURSEMENT		R	05/02/17	12/20/17			NOVEMBER	N
Vendor Total:			45.32											
03615 FRASCIELLO, MARLY														
17-01431		12/14/17	PETTY CASH											
1 PETTY CASH MEALS AT TRAINING			122.29	7-01-25-745-041		B MEAL REIMBURSEMENT		R	12/14/17	12/20/17			PD PETTY CASH	N

Borough of Montvale  
Bill List By Vendor Id.

Vendor # Name	PO # PO Date Description	Contract PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099
	Item Description	Amount Charge Account Acct Type Description						Exc1
03615	FRASCIELLO, MARLY	Continued						
17-01431	12/14/17 PETTY CASH	Continued						
2	PETTY CASH POSTAGE	7.15 7-01-25-745-022	B	POSTAGE & EXPRESS CHARGES	R	12/14/17	12/20/17	PD PETTY CASH N
		129.44						
	Vendor Total:	129.44						
03682	CRUISE, E. K.							
17-01389	12/11/17 REIMB CLOTHING & NEW EQUIP							
1	REIMB CLOTHING & NEW EQUIP	401.26 7-01-25-745-271	B	CRUISE, EARL - CLOTHING	R	12/11/17	12/20/17	CLOTHING N
	Vendor Total:	401.26						
03773	NATIONAL FIRE PROTECTION ASSN							
17-01213	10/26/17 MEMBERSHIP RENEWAL 3 YEARS							
1	MEMBERSHIP RENEWAL	445.00 7-01-25-753-044	B	PROFESSIONAL ASSOCIATION DUES	R	10/26/17	12/20/17	7000782X N
	Vendor Total:	445.00						
03797	HUTTER, LORRAINE							
17-01384	12/08/17 COFFEE POT PURCHASE FOR BORO							
1	REIMBURSEMENT FOR COFFEE	130.04 7-01-20-701-036	B	OFFICE SUPPLIES	R	12/08/17	12/20/17	12/6/17 N
	Vendor Total:	130.04						
03858	SZABO, JASON E.							
17-01420	12/13/17 REIMBURSEMENT CLOTHING & EQUIP							
1	REIMBURSEMENT CLOTHING & EQUIP	168.65 7-01-25-745-270	B	SZABO, JASON E - CLOTHING	R	12/13/17	12/20/17	CLOTHING N
	Vendor Total:	168.65						
03951	EDIBLE ARRANGEMENTS							
17-01381	12/07/17 Sympathy Basket -Iarossi Alwan							
1	Sympathy Basket Iarossi Alwan	82.40 7-01-20-701-041	B	MEAL REIMBURSEMENT	R	12/07/17	12/20/17	S0124073810 N
	Vendor Total:	82.40						

December 20, 2017  
11:01 AM

Borough of Montvale  
Bill List By Vendor Id

Page No: 15

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
<hr/>											
Total Purchase Orders:	79	Total P.O. Line Items:	135	Total List Amount:	625,801.01	Total Void Amount:	0.00				
<hr/>											

December 20, 2017  
11:01 AM

Borough of Montvale  
Bill List By Vendor Id

Page No: 16

Totals by Year-Fund Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND 2017 BUDGET	7-01	299,970.09	0.00	299,970.09	0.00	0.00	299,970.09
CAPITAL FUND	C-04	264,682.91	0.00	264,682.91	0.00	0.00	264,682.91
BOA ESCROW ACCOUNTS	E-08	20,000.21	0.00	20,000.21	0.00	0.00	20,000.21
OPEN SPACE TRUST ACCT	T-14	41,147.80	0.00	41,147.80	0.00	0.00	41,147.80
Total of All Funds:		<u>625,801.01</u>	<u>0.00</u>	<u>625,801.01</u>	<u>0.00</u>	<u>0.00</u>	<u>625,801.01</u>

**MAYOR AND COUNCIL  
BOROUGH OF MONTVALE**

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that pursuant to *N.J.S.A. 40:60-51.2*, the Mayor and Council of the Borough of Montvale will conduct a hearing on December 26, 2017 at 7:30 p.m., or as soon thereafter as the matter may be reached, to consider subordinating a reverter clause in a deed to certain property conveyed by the Borough of Montvale to BCUW/Madeline Housing Partners, LLC ("BCUW"). By Deed dated June 22, 2016, the Borough conveyed to BCUW property known as Block 1606, Lots 6 and 6.02 as depicted on the tax map, being more commonly known as 11 East Grand Avenue. The Deed from the Borough to BCUW provides that the conveyance is made for the express purpose of the development of affordable housing and contains a clause that title shall revert to the Borough should the property not be used in accordance with said purpose.

BCUW seeks to place a mortgage on Lot 6.02 in favor of the New Jersey Housing & Mortgage Finance Agency ("HMFA"). HMFA requires that the reverter in the Deed be subordinated to its mortgage. *N.J.S.A. 40:60-51.2* permits the Borough to subordinate the reverter clause to such mortgage. The property will remain deed-restricted for the specific purpose of providing affordable housing.

At the hearing, any person may offer any comments in connection with the proposed subordination as described herein. At such time, the Mayor and Council may take action determining that the reverter may be subordinated to the mortgage of HMFA. The Mayor and Council reserve the right to continue the public hearing to any additional public meeting date.

**By order of the Mayor and Council  
Maureen Iarossi-Alwan, Borough  
Clerk/Administrator**

**Keywords:** child sexual abuse; disclosure; social support; coping strategies

**NOTICE OF PUBLIC HEARING**  
**RE: MARIJUANA, A.E.**

North Bergen Municipal Utilities Authority, The Township of North Bergen and the Town of Guttenberg have adopted a Service Contract dated March 1, 1988, providing for the provision of sewage treatment and conveyance services by the Authority for residential and other users in the Township of North Bergen and the Town of Guttenberg and said Service Contract requires the payment of such fees and charges for the use of such facilities and the provision of such services from time to time for the conveyance and treatment of sewage by the Township of North Bergen and the Town of Guttenberg.

**NOTICE IS HEREBY GIVEN** that the Commissioners of the Township of North Bergen Municipal Utilities Authority fix and determine Wednesday, January 10, 2018 at 4:00 o'clock P.M. (Prevaling Time) in the Board Meeting Room, 6200 Tonnelle Avenue, in the Township of North Bergen, County of Hudson, State of New Jersey.

schedule of revised new  
law and other matters.

On December 13, 2017 at 11:00am, the Commission of the Authority on December 13, 2017 at 11:00am. Notice is given that copies of the proposed sewer connection fee and charges schedule are on file in the offices of the Secretary of the North Bergen Municipal Utilities Authority, 6200 Tonnelle Avenue, North Bergen, New Jersey, the Town Clerk, Municipal Building, 42 Kennedy Boulevard, North Bergen, New Jersey and the Town Clerk of the Town of Guttenberg, Town Hall, 600 Park Avenue, Clumberton, New Jersey.

Jersey. The schedule of sewer connection fees and charges is available at all reasonable times for public inspection. At the Public Hearing opportunity will be given to any in-

entered party to be heard  
to the proposed power of

and user charges schedule. An  
person offering evidence shall  
shall be a member of the town  
shall be made and copies there  
shall be available upon request  
any interested party upon payment  
a reasonable fee. The Public Hearing  
is being held to determine that a  
sewer assessment is necessary and  
are necessary and reasonable to  
provide sufficient revenue to main-  
the operations and to provide for  
payment of the obligations of the  
Township of North Bergen Municipal  
Utility Authority. The proposed  
schedule of revised sewer connec-  
tion fees and charges effective January  
2018 is as follows:

Equivalent Dwelling Unit (E.D.U.)  
Connection Fees: \$,689.92

The sewer connection fee

charges resolution will be considered for adoption by the Commissioners of the Authority after the close of

Public Hearing on Wednesday, April 10, 2013. Copies

**Dated: December 13, 2017**  
**At Salvatore DeSantis Chairman**  
**The Township of North Bergen**  
**Ridged Utilities Authority in the**  
**County of Hudson State of**  
**New Jersey**

**MANCHESTER UTILITIES  
AUTHORITY  
REQUEST FOR QUALIFICATION  
FOR PROFESSIONAL SERVICE**

NOTICE IS HEREBY  
Manchester United A

All submissions shall be submitted no later than 3:00 P.M. on Jan. 23, 2019. Qualifications will

opened into lead shot, in part, at that time. All submissions shall be submitted to Denise W.

MJA Assistant Secretary  
ment Ave., Haldon.

Qualifications for Attorneys, Engineers, Auditors, Bond Counsel, Licensed Operator and Emergency Services Contractor are being used in accordance with the fair open process as set forth by 2004, Chapter 10 (as amended by L.L. 2005, c. 51) N.J.S.A. 19:44A-21 seq. An overview of the Law can be obtained on <http://www.nj.gov>

Request for Qualifications documents may be obtained from the

del Website of the Ministry of Education, [www.minedu.gob.pe](http://www.minedu.gob.pe).

The Authority reserves the right to reject all submission and/or any and all contracts to a qualified bidder through a non-fair and open process in accordance with law.  
 Denise W.  
 MUA Assistant Secretary  
 December 19, 2017  
 Fee: \$36.73 (47) 4226148

---

**LEGAL NOTICE**  
 Notice of an auction sale is hereby given that A Self Storage located at 10000 S. 10th St., Suite 100, Phoenix, AZ 85042, will be sold to the highest bidder on December 20, 2017 at 10:00 AM. The property is being sold as a going concern. The sale is subject to the terms and conditions of the sale agreement. The sale is being conducted by the Arizona Department of Administration, Office of the State Auditor, 1700 N. Central Expressway, Suite 100, Phoenix, AZ 85004. For more information, please contact the State Auditor's Office at (602) 974-2000.

to Bergen Turnpike, Little Ferry  
07643 will take place on a  
stopover on the way back by

petitive bidding will start in 2019 and continue in 2020.

Medina Vargas, Jaime #2256- P.  
Toles, Upfurnished Chair, H.  
board, Mattress, Bed Frame,  
Bearing & Switchcase.  
Antonio, Argullita #1238- B.  
Cooking, Bags & Showings Toys  
Dahl, Garret P. #3417- Plastic To  
Boxes, Flat Irons.  
Rodriguez, Eduardo #4217- Court  
Ladder, Broom, Lawn Chain,

Contents of the units are sold as

and all items paid for  
in 72 hours or purchase

**PUBLIC NOTICE**

PLEASE TAKE NOTICE that  
Tuesday, the 9th day of June

2013 the Joint Memorandum  
East, Richmond, Co.

County, New Jersey shall hold a meeting at 5:00 P.M. at the Rutherford Borough Municipal Building, East Rutherford, New Jersey. Formal action will be taken on items listed on the attached agenda and such additional items as come before the Joint Meeting, Edward, East Rutherford, Garden State, New Jersey, is a member of the business.

**JOINT MEETING, RUTHERFORD**  
**6:30 PM. AUGUST 28. 2-01-02**

EAST RUTHERFORD  
BERGEN COUNTY, N

**NOTICE OF REGULAR  
PUBLIC MEETING OF THE  
CITY OF BIRMINGHAM**

GATEWAY PROGRAM  
DEVELOPMENT CORPORATION

Public notice is hereby given that the Board of Directors of the

the regular meeting of the East Program Development Committee is scheduled for Thursday, October 21, 2017, at 11 a.m., open to the public, in the Board Room at 4 Trade Center, 150 Greenwich St., New York, NY. Meeting attendees are required to go through security screenings upon entering the building. Please allow for extra time.

December 19, 2017—For \$1,000 per copy.

**PUBLIC NOTICES**

**GARFIELD REDEVELOPMENT AREA**  
**REGISTRATION NOTICE** 01/27-2/4

Meeting Date: December 9, 2017

NOTICE: The Garfield Redevelopment Agency will hold its 2018 meetings, whereby official action may be taken in the Garfield Community located on the eastern edge of the City of Garfield, New Jersey, on the dates listed below from 7:00 p.m. to 8:00 p.m.

Monday, December 9, 2017	Monday, July 9, 2018
Tuesday, December 12, 2017	Monday, August 13, 2018
Wednesday, December 13, 2017	Tuesday, August 14, 2018
Thursday, June 8, 2018	Monday, December 3, 2018
Friday, June 15, 2018	Tuesday, December 4, 2018
Saturday, June 16, 2018	Monday, December 10, 2018
Sunday, June 17, 2018	Tuesday, December 11, 2018

AGENDA: The AGENDA is UNDEVELOPED. The meeting will be provided in accordance with official New Jersey statutes as published in the notice of meeting. The AGENDA will be provided on the Garfield Family and the Garfield News, both of which are official newspapers of the City of Garfield.

Respectfully,  
Patricia E. Sandoz  
December 12, 2017

<b>PRESSION NOTICE</b> <b>FOR NEW JERSEY</b> <b>OFFICIAL PUBLIC NOTICE</b> <b>FOR THE STATE OF NEW JERSEY</b>	<b>PUBLIC NOTICE</b> <b>FOR FORFEITURE PAIR PARTS</b> <b>FOR THE STATE OF NEW JERSEY</b> <b>REDUQUANCO, LINCOLN PARK</b> <b>AND GARFIELD, NJ</b>
--	--

**FINAL JUDGMENT**  
In the Matter of the Application of  
Jesús Danielle Ibarra To Change the  
Name of Acta 1000 to Acta 1000 Razon  
To Anthony Calverton Ibarra  
Jesús Danielle Ibarra made application  
to this Court by duly verified  
complaint for a judgment authorizing  
her minor to assume the name of An-  
thony Calverton Ibarra.  
Lincoln Park, New Jersey 07038  
**NOTICE IS HEREBY GIVEN** that  
the said application was received by the  
Registrar, Lincoln Park and  
Fairfield Savings Authority on  
Thursday December 28, 2017, at  
12:00 a.m. permitting time to the  
Conference Room of the Authority

New Jersey for SPARE PUMP PARTS.

2071, ORIGINED AND ALBUQUERQUE  
the Anthony Carmichael Ranch who  
was a resident of the same place  
hereby is authorized to assume the  
responsibility of the said property  
and state of New Mexico, and  
the said property, and the said  
with twenty days before said  
shall cause a copy of this Final Judgment  
to be published in the Albuquerque  
and News, and within forty-five days  
of the date of said publication, to  
the proof of publication of this Final  
Judgment, and the said property, and  
the said property, and the said  
the Superior Court on which you find  
your verified complaint, and to de-  
posit the same in the office of the  
the Department of Treasury pursuant  
to the provisions of the said Act.  
In such case make and provide

[illegible]

Advertisers, please indicate the name of the publication in which you wish to place the ad, on your

[illegible]

SENSE

EarthJe  
THE USA TODAY

00

**N** PAR

62



1998

10

100

5

[illegible]

\_\_\_\_\_

100

#

\_\_\_\_\_

100

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

#1 Site for breaking local news

**NorthJersey.com**  
PART OF THE USA TODAY NETWORK

**ROBERT T. REGAN**  
**ATTORNEY AT LAW**  
**STURBRIDGE COMMONS**  
**345 KINDERKAMACK ROAD**  
**P.O. BOX 214**  
**WESTWOOD, NEW JERSEY 07675**

**MEMBER NEW JERSEY &  
NEW YORK BARS**

**TEL: (201) 664-3344**  
**FAX: (201) 664-3836**  
**rtregan@rtreganlaw.com**

**MEMORANDUM**

**TO: Mayor and Council**  
**Maureen Iarossi-Alwan, Clerk/Administrator**  
**Borough of Montvale**

**FROM: Robert T. Regan, Esq.**

**DATED: December 5, 2017**

**RE: BCUW/Madeline Housing Partners, LLC**

---

As you are aware, in June of 2016 the Borough conveyed title to BCUW/Madeline Housing Partners, LLC ("BCUW") the former School No. 2/Library property for the purpose of its development with affordable housing. BCUW is now seeking financing on Lot 6.02 from the New Jersey Housing & Mortgage Finance Agency ("HMFA") and HMFA requires subordination of the reverter clause in our Deed of conveyance to BCUW. *N.J.S.A. 40:60-51.2* expressly permits a municipality to provide a subordination to mortgage financing. However, the statute requires a public hearing.

I have prepared a legal notice of hearing, as well as a form of resolution should the Governing Body wish to approve the subordination. Please note that the Deed restriction requiring that the property be developed with affordable housing continues in force and in effect.

Please contact me with any questions.



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. \_\_\_\_\_**

**A Resolution Approving Subordination Of A Reverter Provision In A Deed From The Borough of Montvale To BCUW/Madeline Housing Partners, LLC.**

**WHEREAS**, the Borough of Montvale conveyed certain property identified as 11 East Grand Avenue and commonly known as Block 1606, Lot 6.02 to BCUW/Madeline Housing Partners, LLC for the purpose of providing affordable housing; and

**WHEREAS**, the conveyance is subject to a reverter provision if the property is not used for the purpose of providing affordable housing (*N.J.S.A. 40A:12-21(e)*); and

**WHEREAS**, BCUW/Madeline Housing Partners, LLC ("BCUW") has obtained financing for this project from the New Jersey Housing Mortgage Finance Agency ("NJHMFA") which has requested the Borough's reverter be subordinate to such financing; and

**WHEREAS**, pursuant to *N.J.S.A. 40:60-51.2*, the Borough of Montvale is permitted to waive, release, modify or subordinate building restrictions subject to the conduct of a public hearing; and

**WHEREAS**, ~~the property will remain deed-restricted for the specific purpose of providing affordable housing; and~~

**WHEREAS**, notice of the public hearing was published twice in The Record on December 12, 2017 and December 19, 2017; and

**WHEREAS**, a hearing was conducted by the Borough on December 26, 2017; and

**WHEREAS**, the Borough Council of the Borough has considered the request of the NJHMFA to subordinate the reverter and determined that the subordination of the reverter would be in the best interests of the Borough.

**NOW THEREFORE BE IT RESOLVED** that the Mayor and Municipal Clerk are hereby authorized and directed to execute any documentation necessary to subordinate the reverter in the within matter consistent with the terms of this resolution; and

**BE IT FURTHER RESOLVED** that the Municipal Clerk is directed to forward a copy of this resolution to the BCUW/Madeline Housing Partners, LLC and the New Jersey Housing Mortgage Finance Agency, as well as to the Business Administrator and Borough Attorney.

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

**Adopted:** \_\_\_\_\_, 2017

**ATTEST:**

**APPROVED:**

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

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

**Record and Return To:**

Emercy C. Duell, Esq.  
Beattie Padovano, LLC  
60 Chestnut Ridge Road  
Suite 208  
Montvale, New Jersey 07645-0244

**Prepared by:**

---

**Robert T. Regan, Esq.**

**SUBORDINATION OF REVERTER**

**Tis Subordination of Reverter** is made on \_\_\_\_\_, 2017

BETWEEN the Reverter Holder:

**THE BOROUGH OF MONTVALE**, a body politic and corporate, located at 12 Mercedes Drive, Montvale, New Jersey 07645,  
Referred to as the "Borough",

AND

**THE NEW JERSEY HOUSING & MORTGAGE FINANCE AGENCY**, a body corporate and politic, created pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, *N.J.S.A. 55:14K-1, et seq.* as amended, having its principal office at 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085,  
Referred to as "HMFA".

**Reverter.** The Borough holds a Right of Reverter (referred to as the "Reverter"). The Reverter was made by the Borough in a conveyance to BC UW/Madeline Housing Partners, LLC. The Reverter covers property located in the Borough of Montvale in the County of Bergen and State of New Jersey, commonly known as Lot 6.02, Block 1606, 11 East Grand Avenue, Montvale, New Jersey, being further described on **Exhibit "A"**.

**Mortgage.** HMFA is about to make a loan in the principal sum of \$147,300.00 which will be secured by a mortgage (referred to as the "Mortgage") covering the same property as the Reverter.

**Subordination.** The Reverter will be subject, subordinate, and inferior in priority to the Mortgage of HMFA. This includes all assignments of the Mortgage of HMFA among or to an agency of the State of New Jersey. This subordination expires upon payment or other cancellation/termination of the Mortgage.

**Continuing Effect.** This Subordination changes only the priority of the Reverter to the Mortgage. The Reverter remains in effect in all other respects.

- (a) ~~this person signed, sealed and delivered the attached document as Mayor of the Borough of Montvale, the entity named in this document;~~
- (b) this document was signed and made by the Borough of Montvale as its voluntary act and deed by virtue of authority from a duly adopted ordinance of the Borough Council;
- (c) the Borough of Montvale made this deed for \$1.00 as the full and actual consideration paid or to be paid.

**EXHIBIT A**

**DESCRIPTION  
LOT 6.02  
BLOCK 1606  
BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY**

TRACT II - Lot 6.02 Block 1606

BEGINNING at the intersection formed by the northerly sideline of Grand Avenue East with the division line between Lot 6 in Block 1606 on the East and the herein described Lot 6.02 in Block 1606 on the West distant 152.94 feet westerly along said northerly sideline of Grand Avenue from its intersection, marked by a stone monument, with the westerly sideline of Waverly Place, 50 feet wide, as established by deed from the Borough of Montvale to The Montvale Board of Education recorded in Book 650 on page 642 on January 26, 2011 and running thence

1. Along said northerly sideline of Grand Avenue East, South  $82^{\circ}06'05''$  West 76.72 feet to the division line between the herein described Lot 6.02 in Block 1606 on the East and Lot 6.01 in Block 1606 on the West as shown on the aforesaid map, thence
2. Along the same, North  $07^{\circ}11'35''$  West 122.71 feet to the division line between the herein described Lot 6.02 in Block 1606 on the South and Lot 6 in Block 1606 on the North, thence
3. Along the same, North  $82^{\circ}06'05''$  East 76.72 feet, thence
4. Still along the same, South  $07^{\circ}11'35''$  East 122.71 feet to said northerly line of Grand Avenue East, the point or place of BEGINNING.

Commonly known as:

11 East Grand Avenue  
Montvale, New Jersey

---

IN COMPLIANCE with Chapter 157, Laws of 1977, premises herein are Block 1606 Lots 6 and 6.02, on the tax map of the above municipality.