

AGENDA
WORK SESSION MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
May 30, 2017
Closed/Executive Session 6:00 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:

- 1) Acquisition of Property
- 2) Police Officer Interview
- 3) Council On Affordable Housing

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 Gloeggler	Councilmember Weaver

ORDINANCES:

PUBLIC HEARING ORDINANCE NO. 2017-1427 AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 84 OF THE CODE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, IN ORDER TO REVISE THE TABLE OF ORGANIZATION OF THE POLICE DEPARTMENT TO ADD THE POSITION OF CLASS ONE AND CLASS THREE SPECIAL LAW ENFORCEMENT OFFICER

MINUTES:

May 9, 2017

RESOLUTIONS:

- 116-2017 Authorize Hiring / Part Time Temporary Building Inspector / Construction Department / Christopher Gruber
- 117-2017 Authorize Tax Court Settlement / Block 3002; Lot 3 / HUB Properties Trust / 5 Paragon Drive
- 118-2017 A Resolution Authorizing Inclusion In The Bergen County Community Development Program For Cooperative Agreement Renewal FY 2018 - 2020
- 119-2017 A Resolution Authorizing Execution Of An Agreement With The County Of Bergen To Supersede The Cooperative Agreement Dated July 1, 2000 And Amendments Thereto Establishing The Bergen County Community Development Program For Cooperative Agreement Renewal FY 2018 - 2020
- 120-2017 A Resolution Authorizing a Shared Services Agreement with the County of Bergen for the Sharing of Certain Vehicles and Equipment with the Borough of Montvale
- 121-2017 Authorize Tennis Lesson Refunds / Class Cancellation
- 122-2017 Authorize Payment #2/Montvale Borough Hall Emergency Generator Project/Manor II Electric, Inc.
- 123-2017 Award Lease/Purchase/ Police Interceptor Utility Vehicles 2017/State Contract/ Ford Motor Credit Company/State Contract #88728
- 124-2017 Authorize Payment No. 11/New Montvale Firehouse/Unimak LLC

RESOLUTIONS (continued):

125-2017 Award Professional Service Contract /Environmental Services/JDEP Air Quality Permitting/HMGP Generator Project/Maser Consulting, LLC

126-2017 Authorize Release of Escrow/ Release of Cash Bond/Block 402/Lot 2/99 Spring Valley Road/Baldanza

BILLS:

ENGINEER'S REPORT:

Andrew Hipolit

Report/Update

- a. Report Receipt of Bids/Fieldstone Turf Replacement/Update

ATTORNEY REPORT:

Joe Voytus, Esq.

Report/Update

UNFINISHED BUSINESS:

- a. None.

NEW BUSINESS:

- a. Report/Akers Avenue Parking/Investigation/Councilmember Koelling
- b. Environmental Commission/Recommendation/Pamphlet Value Of Trees/Distributed With Tree Removal Review Form
- c. Authorize Listing Montvale Summer Camp Asst. Directors/Counsellors/Art Instructor/Asst. Counsellors/Counsellor In Training
- d. Recommendation Hiring/Professional Service Contract/Media Consultants, LLC/Dan Ceccionie/Station Manager/Preparation Of Specifications Equipment/Montvale Cable Access TV
- e. Appointment to the Environmental Commission - Melinda T. Kelly

COMMUNICATION CORRESPONDENCE:

- a. Fire Siren West Grand Avenue/Status/Orange & Rockland/No Re-Location Required

MEETING OPEN TO THE PUBLIC:

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

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

MEETING CLOSED TO THE PUBLIC:

ADJOURNMENT:

The next Meeting of the Mayor and Council will be held June 13th, 2017 at 7:30 p.m.

*****Disclaimer*****

Subject To Additions And/Or Deletions

**PUBLIC MEETING
MINUTES**

The Public Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:35PM. Adequate notification was published in the official newspaper of the Borough of Montvale. Master Sergeant Dieter Koelling led the Pledge of Allegiance to the Flag, and roll call was taken.

Council President Curry read opening statement in the absence of Mayor Ghassali

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

ROLL CALL:

Council President Curry
Councilmember Gloeggler
Councilmember Koelling

Councilmember Lane
Councilmember Weaver

SWEARING IN: Douglas M. Arendacs- Councilmember by Honorable Roy F. McGeedy, PJMC Frank Venezuela , Mayor of Rochelle Park, spoke a few minutes about Councilmember Arendacs; Councilmember Arendacs is a police officer in Rochelle Park; Mayor Venezuela stated he is proud and congratulated Doug;

Thomas Toronto: President Bergen County's United Way:

Update Property Site/11 East Grand Avenue/Former School #2/Former Montvale Library
In addition to some obstacles with the interior renovations, and delays in the funding for the project through Bergen County Community Development, interior renovations have begun and the project is moving forward.

ORDINANCES:

INTRODUCTION ORDINANCE NO. 2017-1427 AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 84 OF THE CODE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, IN ORDER TO REVISE THE TABLE OF ORGANIZATION OF THE POLICE DEPARTMENT TO ADD THE POSITION OF CLASS ONE AND CLASS THREE SPECIAL LAW ENFORCEMENT OFFICER

(Public Hearing May 30th, 2017)

A motion to Introduce Ordinance **2017-1427** for first reading was made by Councilmember Gloeggler; seconded by Councilmember Lane; Clerk read by title only; Councilmember Lane made a motion that this ordinance be passed on first reading and advertised in The Ridgewood News; seconded by Councilmember Koelling - A roll call was taken – all ayes

Councilmember Weaver asked how will the position be funded; Chief Abrams explained, it would be funded by the school;

MEETING OPEN TO PUBLIC:

Agenda Items Only

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

NO PUBLIC COMMENT

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

MEETING CLOSED TO PUBLIC:

Agenda Items Only

MINUTES:

April 25, 2017

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

MINUTES CLOSED/EXECUTIVE SESSION:

April 25, 2107

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

RESOLUTIONS:

106-2017 Authorize Payment No. 10/New Montvale Firehouse/Unimak LLC

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

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

WHEREAS, the Robbie Conley Architect, LLC approved said payment based on the contract as per the documentation transmittal dated May 1, 2017 which is attached to the original of this resolution; and

WHEREAS, Payment #10 is hereby authorized in the amount of \$156,415.40 to be issued to Unimak, LLC, 82 Midland Avenue, Saddle Brook, NJ 076633 Franklin Avenue, Suite 170 Nutley, NJ 07110-1209; and

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

Total Contract Amount	\$4,449,000.00	Resolution #82-2016
Payment	\$207,230.80	Resolution 138-2016 Payment #1
Payment	\$125,696.76	Resolution 144-2016 Payment #2
Payment	\$188,081.60	Resolution 153-2016 Payment #3
Payment	\$219,199.20	Resolution 171-2016 Payment #4
Payment	\$357,836.56	Resolution 180-2016 Payment #5
Change Order #1	\$0	(26 additional days)
Change Order #2	Credit \$23,000.00	(due to reduction heated slab)
Change Order #2 (continued)	Credit #23,000.00	minus \$19,915.15 (Fire Pole)
	Credit amount total	\$3,085.00
Balance, Including Retainage	\$3,350,955.08	as of 11/7/16
Balance w/credit Change Order #2	\$3,347,870.08	Reso.188-2016
Payment	\$273,771.34	Resolution 194-2016 Payment #6
Payment	\$156,559.10	Resolution 53-2017 Payment #7
Payment	\$204,912.37	Resolution 61-2017
Payment	\$56,208.60	Resolution 84-2017

Payment	\$156,514.40 Resolution 106-2017
Total Remaining Balance	\$2,499,904.27

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

107-2017 Authorizing Settlement Tax Appeal/Block 3304/Lot 2/US Bank Of Am Nation As Trustee CII MGMT

WHEREAS, the Mayor and Council of the Borough of Montvale have been advised of the proposed settlement of a property Tax Appeal filed by US Bank of Am Nation As Trustee CII Mgmt (hereinafter the "Tax Appeal"), under Docket Numbers 006360-2015 and 004237-2016, and;

WHEREAS, the aforesaid tax appeal involves a commercial property located at 50 Chestnut Ridge Road, which is otherwise referred to as Block 3004 Lot 2 on the tax assessment map of the Borough (hereinafter the "subject property"), and;

WHEREAS, the said Governing Body has been advised as to the merits of the subject Tax Appeal by legal counsel, the Borough Appraiser and the Borough Tax Assessor, and;

WHEREAS, the terms of the proposed settlement are set forth in the attached Schedule "A" included herein, and;

WHEREAS, it is in the best interest of the Borough of Montvale to settle the subject Tax Appeal in accordance with the settlement proposal set forth hereinabove.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, that the settlement of the aforesaid Tax Appeal be hereby approved, in accordance with the terms set forth in the attached Schedule "A", and;

BE IT FURTHER RESOLVED, that with respect to same, the Mayor, Borough Administrator, Tax Appeal Attorney and/or any other appropriate Borough official is hereby authorized to perform any act necessary to effectuate the purposes set forth in this Resolution.

SCHEDULE "A"

A. The terms of the aforesaid tax appeal settlement shall consist as follows:

2015 Appeal: \$11,477,738

2016 Appeal: \$11,335,923

B. The provisions of N.J.S.A. 54:51A-8 (the "Freeze Act") shall be applicable to the terms of this settlement.

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

108-2017 Authorize Release of Escrow/ Block 1101/Lot 10/A. Gryszko

WHEREAS, Andrew Gryszko, 60 Spring Valley Road, Block 1101/Lot 10, Montvale, NJ 07645 has requested release in escrow; and

WHEREAS, the Borough Engineer in an email dated April 13, 2017 attached to the original of this resolution takes no exception to the release and other Borough professionals also take no exception to the release of escrow; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale the amount of \$132.00 is hereby released to Andrew Gryszko.

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

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

109-2017 Authorize Release of Escrow/2801/Lot 1/The Hampshire Companies

WHEREAS, The Hampshire Companies, 7 Mercedes Drive, Montvale , NJ 07645 has requested release in escrow; and

WHEREAS, the Borough Engineer in an email dated January 25, 2017 attached to the original of this resolution takes no exception to the release and other Borough professionals also take no exception to the release of escrow; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale the amount of \$90,475.82 is hereby released to The Hampshire Companies, 22 Maple Street, Morristown, NJ 07960 Attn: Lesli Skirbe.

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

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

110-2017 Authorize Release of Escrow/ 1610/Lot 15/Montvale SuperValue.

WHEREAS, Montvale Super Value, LLC,12 Railroad Avenue, Montvale, NJ 07645 has requested release in escrow; and

WHEREAS, the Borough Engineer in an email dated April 20, 2017 attached to the original of this resolution takes no exception to the release and other Borough professionals also take no exception to the release of escrow; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale the amount of \$9,144.43 is hereby released to The Dattilo Petroleum Group, 50 South Main Street, Suite 300, Spring Valley, NY 10977 attn: Miguel Companioni.

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

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

111-2017 Award Contract Wireless Edge/Installation/Siren & Related Equipment/Cell Tower/12 Mercedes Drive

WHEREAS, the Governing Body of the Borough of Montvale and the Montvale Fire Department deem it necessary to award a contract to Wireless Edge, 270 North Avenue, Suite 809, New Rochelle, New York 10801 for the removal of the fire siren and cabinet from the existing site on West Grand Avenue and Craig Road/Block 1902/Lot 1 which property is currently for sale; and

WHEREAS, Wireless Edge has an existing cell tower located at the Municipal Complex, 12 Mercedes Drive location within the Borough of Montvale; and

WHEREAS, a detailed proposal dated February 17, 2017 had been submitted to our Borough Engineer which is hereby attached to the original of this resolution; and

NOW THEREFORE BE IT RESOLVED, the Governing Body hereby awards a contact to Wireless Edge in the amount not to exceed \$28,000.

Introduced by: Councilmember Lane; seconded by Councilmember Koelling - All ayes
Councilmember Weaver asked for clarification about if the siren goes off for every call and can it be turned off between certain hours of the evening; After a brief discussion by councilmembers, it was decided to table the resolution for further clarification;

112-2017 Authorize Tennis Lesson Registration Refund

WHEREAS, a refund is hereby authorize to the following participant due to duplicate payment made by the resident.

WHEREAS, the amount of the refund is \$83.56, in the name of Joanne Yanogacio; and

BE IT FUTHER RESOLVED, the Borough Treasurer and Recreation Director shall receive a copy of this resolution for processing.

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

113-2017 Authorize Recycling Tonnage Grant Application

The Mandatory Source Separation and Recycling Act, P.L.1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, It is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, The New Jersey Department of Environmental Protection has promulgated recycling regulations to Implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, The recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, A resolution authorizing this municipality to apply for such tonnage grants for 2015 will memorialize the commitment of this municipality to recycling and to indicate the assent of the Mayor & Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, Such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

NOW THEREFORE BE IT RESOLVED by the Mayor & Council of the Borough of Montvale that the Borough of Montvale hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates Richard Campanelli, Pascack Valley Department of Public Works Superintendent to ensure that the application is properly filed; an

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

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

114-2017 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 \$100,000.00 from FEMA 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 \$100,000.00 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:
- FEMA – Federal Emergency Management Agency:
- Municipal Building Generator Project, and

BE IT FURTHER RESOLVED that a like sum of \$100,000.00 be and hereby appropriated under the caption of:

- General Appropriations
- (a) Operations Excluded from "CAPS".
- Public and Private Programs Off-Set by Revenues:
- FEMA – Federal Emergency Management Agency:
- Municipal Building Generator Project

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

115-2017 A Resolution Approving a Contract with Captain of Police Joseph Sanfilippo

WHEREAS, Captain of Police Joseph Sanfilippo has requested that the Borough provide him with a contract concerning his employment with the Borough of Montvale for the years 2017 through 2019; and

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

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

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

BILLS: Municipal Clerk read the Bill Report

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

REPORT OF REVENUE: Municipal Clerk read the Report of Revenue – April

COMMITTEE REPORTS:

Councilmember Lane

Fire Department

20 calls, 2 drills and 2 extra credits

Firehouse Update

Due to some weather issues it delayed the roof from being completed; still on target for early fall completion date

Councilmember Gloeggler

Local BOE

Attended their budget meeting , total amount \$17,725,930, increase per house assessed at 519,000 will be \$75; enrollment is 997 students;

Had the pleasure of reading to the preschoolers at AM-Tree – to celebrate the Week of the Young Child;

Thanks to the Environmental Commission for a great job in the clean up day and thanks to Wegmans for participating as well.

Councilmember Weaver

Planning Board

A few Use permits have been issued: 3,000sqft at 28 W Grand Ave, 13,500sqft at 25 Philips Parkway, and 2,000sqft at 85 Chestnut Ridge Road; Master Plan resolution was passed regarding the Mercedes property.

Regional BOE

Still having conversations in regards to the parking situation on Akers Ave

Economic Committee

In the process of scheduling another networking event in June;

Police Commissioner Koelling

Police

Monthly report included in original minutes

Tri-Boro

Montvale logged: 37 calls; 493 miles; 33 crew hours

Council President Curry

Board of Health

Animal canvassing will start in June

Recreation

Huff playground renovations will begin May 18-19; Day in the Park June 17; camp registration ongoing; basketball courts will be repaired in August;

Construction

Looking for building inspector; renovations are ongoing;

Chamber of Commerce

June 11- street fair; brand new website and residents can now join;

Library

Circulation 9,117; 5,151 patron visits; 16 cards issued;

Mayor's Wellness walk is scheduled for May 20 beginning at the Library entrance

ENGINEER'S REPORT:

- a. Status 2017 Road Improvement Program/Specifications/Bidding

Bids will be advertised and work should begin in August

- b. Determination Fieldstone Field/Turf/Options/Prior to Installation/Bidding/Specifications/

Purchase Keystone Purchasing Network

After a brief discussion with councilmembers, a motion to use current quote for the rubber fill turf and continue with the bonding process by Councilmember Lane; seconded by Councilmember Koelling – all ayes

c. Update Pool Demolition
Should be completed within the next few weeks

ATTORNEY REPORT:

Phillip Boggia, Esq.
Report/Update
No report

UNFINISHED BUSINESS:

Chief Miller arrived at the meeting, so it was decided to ask for clarification about the siren; again it was decided to get further information from Rockland Electric as far as the current site of the siren and their intent of the use of the property.

NEW BUSINESS:

- a. Request/Police Chief Abrams/Continuation of Future Hiring/Authorization To Contact NJ State Chiefs Of Police Association/Lieutenant Examination 9/17 & Hire Police Recruit 7/17 Existing List.

Chief Abrams gave an overview about the lieutenant promotion test and the need to hire an additional officer; a motion to proceed by Councilmember Koelling; seconded by Councilmember Weaver -- all ayes

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 Koelling - all ayes

Jaret Schumacher

In regards to turf field, he encourage the council to continue to research studies of difference in cork and rubber;

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 Koelling - all ayes

Meeting was adjourned at 9:37pm

ADJOURNMENT:

Special Information Meeting/Council On Affordable Housing/Litigation/Hornrock/ Tuesday May 23rd, 2017

The next Meeting of the Mayor and Council will be held May 30, 2017 at 7:30 p.m.

Respectfully submitted, Fran Scordo, Deputy Municipal Clerk

**BOROUGH OF MONTVALE
ORDINANCE NO. 2017-1427**

NOTICE IS HEREBY GIVEN that the following Ordinance was introduced and passed on the first reading at the regular meeting of the Mayor and Council on the 9th day of May 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 30th day of May, 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 2017-1427

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 84 OF THE CODE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, IN ORDER TO REVISE THE TABLE OF ORGANIZATION OF THE POLICE DEPARTMENT TO ADD THE POSITION OF CLASS ONE AND CLASS THREE SPECIAL LAW ENFORCEMENT OFFICER

WHEREAS, recent legislation has enabled municipalities to establish the position of Class Three Special Law Enforcement Officer (SLEO III) for the purpose of serving as school security officers under the control and supervision of the Chief of Police; and

WHEREAS, the Pascack Valley School District Superintendent is in favor of the assignment of SLEO IIIs at Pascack Hills High School; and

WHEREAS, the Chief of Police of the Borough of Montvale Police Department has recommended that the Mayor and Council establish such a position in the Borough to assist with school security in accordance with applicable law; and

WHEREAS, the Mayor and Council are desirous of establishing the position of Class Three Special Law Enforcement Officer in the Borough in accordance with the recommendation of the Chief of Police; and

WHEREAS, it is also necessary to update the Borough Code to update the terminology for auxiliary police officers to the correct term of Class One Special Law Enforcement Officers (SLEO I).

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

Section 1. Chapter 84 of the Code of the Borough of Montvale is hereby amended and supplemented by adding the underlined text and deleting the [bracketed] text in §84-1, as follows:

§ 84-1. Creation and composition.

A. Pursuant to the authority granted by N.J.S.A. 40A:14-118, the Borough of Montvale hereby establishes a Police Department in and for the Borough of Montvale, New Jersey, to consist of the following positions, and the maximum number of individuals assigned to each respective rank, as follows:

(1) Chief of Police: 1

(2) Captain: 1

(3) Lieutenant: 3

(4) Sergeant: 5

(5) Patrol officers: 17. See Subsection C below.

(6) Class One Special Law Enforcement Officers (SLEO I) [Auxiliary police officers] who may from time to time be appointed and who shall serve at the pleasure of the governing body for a term not to exceed one year, which officers shall not be members of the regular police force but shall nevertheless be under the control and supervision of the Chief of Police: as necessary.

(7) Class Three Special Law Enforcement Officers (SLEO III) who are retired regular police officers and who may from time to time be appointed and shall serve at the pleasure of the governing body for a term not to exceed one year, which officers shall not be members of the regular police force but shall nevertheless be under the control and supervision of the Chief of Police for use solely as school security officers as detailed in N.J.S.A. 40A:14-146.10, et seq.: as necessary.

- B. This Section shall not be construed as establishing any right on the part of any member or members of the Police Department to appointment to any position within the Department, nor shall it be construed as terminating or interrupting any period of service or tenure of any member of the Montvale Police Department. The existence and continuance of any of the above-specified offices and the number of appointees to each such office shall be determined by the governing body as it may, from time to time, in its sole discretion, deem reasonably necessary for the efficient and effective operation of the Department.
- C. In the event that there is an unfilled vacancy in any of the superior officer positions, the maximum number of patrol officers shall be increased by the number of such vacancies. However, in no event shall the maximum number of officers in the Police Department, including the Chief, Captain, Lieutenants, Sergeants and Patrol Officers, but excluding Auxiliary Police Officers and Special Law Enforcement Officers, exceed 26 members.
- D. The Mayor and Council of the Borough of Montvale shall be deemed to be the "appropriate authority" for purposes of the Borough Code and N.J.S.A. 40A:14-118.

Section 2. Ratification of Prior Actions; No Interruption in Service.

The Borough does hereby ratify and reconfirm all prior actions concerning hiring and promotion in the Police Department taken prior to the adoption of this Ordinance. Nothing in this Ordinance shall be construed as terminating or interrupting any period of service or tenure of any member of the Montvale Police Department.

Section 3. 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 4. 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 5. 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 6. Effective Date.

This ordinance shall become effective upon adoption and publication as required by law, but in no event sooner than June 1, 2017.

ATTEST:

Maureen Iarossi-Alwan
Borough Clerk

Michael Ghassali
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 116-2017**

RE: Authorize Hiring / Part Time Temporary Building Inspector / Construction Department / Christopher Gruber

WHEREAS, the Construction Department desires to hire a temporary part-time employee in the Borough of Montvale in the capacity of Building Inspector; and,

WHEREAS, Christopher Gruber has met the qualifications for this position, agrees to the terms and conditions of employment, and has completed a satisfactory background investigation; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey that the above named individual is hereby appointed to the position of Part-time Temporary Building Inspector, effective May 22nd, 2017

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

Adopted: May 30, 2017

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 117-2017**

RE: Authorize Tax Court Settlement / Block 3002; Lot 3 / HUB Properties Trust / 5 Paragon Drive

WHEREAS, the Mayor and Council of the Borough of Montvale have been advised of the proposed settlement of a property Tax Appeal filed by HUB Properties Trust (hereinafter the "Tax Appeal"), under Docket Numbers 008816-2014; 004823-2015 and 002480-2016, and;

WHEREAS, the aforesaid tax appeal involves a commercial property located at 5 Paragon Drive, which is otherwise referred to as Block 3002 Lot 3 on the tax assessment map of the Borough (hereinafter the "subject property"), and;

WHEREAS, the said Governing Body has been advised as to the merits of the subject Tax Appeal by legal counsel, the Borough Appraiser and the Borough Tax Assessor, and;

WHEREAS, the terms of the proposed settlement are set forth in the attached Schedule "A" included herein, and;

WHEREAS, it is in the best interest of the Borough of Montvale to settle the subject Tax Appeal in accordance with the settlement proposal set forth hereinabove.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, that the settlement of the aforesaid Tax Appeal be hereby approved, in accordance with the terms set forth in the attached Schedule "A", and;

BE IT FURTHER RESOLVED, that with respect to same, the Mayor, Borough Administrator, Tax Appeal Attorney and/or any other appropriate Borough official is hereby authorized to perform any act necessary to effectuate the purposes set forth in this Resolution.

SCHEDULE "A"

The terms of the aforesaid tax appeal settlement shall consist as follows:

- 2014 Appeal: \$16,376,643
- 2015 Appeal: \$14,665,453
- 2016 Appeal: \$13,994,446

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

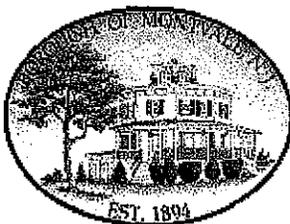
Adopted: May 30, 2017

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 118-2017**

RE: A RESOLUTION AUTHORIZING INCLUSION IN THE BERGEN COUNTY COMMUNITY DEVELOPMENT PROGRAM FOR COOPERATIVE AGREEMENT RENEWAL FY 2018 - 2020

WHEREAS, certain Federal funds are potentially available to the County of Bergen under Title I of the Housing and Community Development Act of 1974, as amended; the HOME Investment Partnership Act of 1990, as amended; and the Emergency Solutions Grant of 2012; and

WHEREAS, the current Interlocal Services Cooperative Agreement contains an automatic renewal clause to expedite the notification of the inclusion process; and

WHEREAS, by June 12, 2017, each Municipality must notify the Bergen County Division of Community Development of its intent to continue as a participant in the Urban County entitlement programs noted above; and

WHEREAS, it is in the best interest of the Municipality of The Borough of Montvale and its residents to participate in said Programs.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Municipality of The Borough of Montvale hereby notifies the Bergen County Division of Community Development of its decision to be included as a participant Municipality in the Urban County entitlement programs being the Community Development Block Grant Program, the HOME Investment Partnership Program, and the Emergency Solutions Grant Program for the Program Years 2018, 2019, 2020 (July 1, 2018 – June 30, 2021); and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Bergen County Division of Community Development no later than June 12, 2017.

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

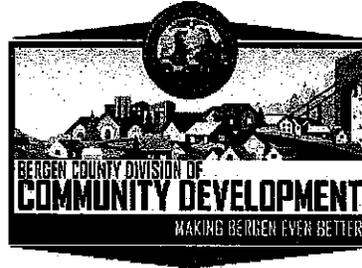
Adopted: May 30, 2017

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor



COUNTY OF BERGEN
DIVISION OF COMMUNITY DEVELOPMENT
 One Bergen County Plaza ■ 4th Floor ■ Hackensack, NJ 07601-7076
 Phone (201) 336-7201 ■ Fax (201) 336-7248 ■ Email resposito@co.bergen.nj.us

James J. Tedesco III
County Executive

Robert G. Esposito
Director

MEMORANDUM

TO: All Bergen Mayors | Municipal Councilpersons | Municipal Administrators/Clerk/Managers
FROM: Robert Esposito, Director | Bergen County Division of Community Development
SUBJECT: Three Year Cooperative Agreement Renewal for CDBG and Other Programs
DATE: Friday, May 12, 2017

Overview

We recently received notification from the U.S. Department of Housing and Urban Development (HUD) that Bergen County has been scheduled to re-qualify as an Urban County entitlement group in order to receive continued funding under the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Emergency Solutions Grant (ESG) Programs for the three year period beginning July 1, 2018 through June 30, 2021.

For our purposes, this essentially means that the Three Year Cooperative Agreement that currently exists between all 70 Bergen County municipalities, the County of Bergen, and the U.S. Department of Housing and Urban Development (HUD) for the period July 1, 2015 through June 30, 2018 must be renewed.

During the past three years, Bergen County has received an annual average of \$8,535,000 in CDBG, \$1,919,000 in HOME, and \$718,000 in ESG funding that has positively impacted the County, our municipalities, and the nonprofit sector in myriad ways. In compliance with HUD guidelines, CDBG allocations – as annually determined by the six Regional and Countywide Community Development Committees – have typically included municipal road repaving; sewer and drainage upgrades; handicapped-accessible local government building upgrades and road curb cuts; and a wide range of assistance to local nonprofits. HOME program funding has focused on working with project/funding partners to provide special needs, senior, veteran's, and similar affordable housing. ESG funding has been used for multiple interventions to directly assist the homeless and those at risk of homelessness.

The Renewal Process, Timetable, and Attachments

The Three Year Cooperative Agreement renewal process includes two steps: (1) **Inclusion** to be determined and completed by each municipality as soon as possible but no later than **Monday, June 12, 2017**; and (2) **Execution** to be completed by each municipality no later than **Friday, June 30, 2017**.

Step One: Inclusion

As noted, all 70 Bergen County municipalities are currently participating in the Bergen County Community Development Program as governed by the Three Year Cooperative Agreement.

The Three Year Cooperative Agreement each municipality authorized for the period July 1, 2015 – June 30, 2018 contains an automatic renewal clause. To requalify under this clause, the first action required is for each municipality's Mayor and Council to adopt a resolution notifying the Bergen County Division of Community Development of the municipality's intention to continue as a participant in the Urban County entitlement program.

- A sample resolution entitled **SAMPLE RESOLUTION 1 | INCLUSION** is attached for your use.

This resolution requires timely action and must be received no later than Monday, June 12, 2017. There can be no waiver of this deadline.

The resolution can be mailed to and/or picked up by the Bergen County Division of Community Development. Bergen County Division of Community Development Director Robert Esposito will be phoning each municipality's Administrator/Clerk/Manager shortly after receipt of this memorandum to discuss the resolution and its method of delivery among other topics.

Federal regulations also require that the County notify each municipality of its option to elect to be excluded from the Urban County entitlement program.

A municipality's decision to reauthorize inclusion or elect exclusion from the program will be effective for the three years (2018, 2019, 2020) covering the program. Should a municipality choose to opt out, it will not be eligible for Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Emergency Solutions Grant (ESG) funding for the period July 1, 2018 – June 30, 2021. In addition, since the amount of the grant funds received by Bergen County is based on those municipalities participating in the program, any exclusion will effectively reduce the amount of total funds available.

Should your municipality elect to be excluded from the Urban County entitlement program, you must notify the Bergen County Division of Community Development and the HUD Regional Office in writing no later than Monday, June 12, 2017. **There can be no waiver of this deadline.**

Notification of exclusion in writing must be forwarded to:

Robert G. Esposito, Director
Bergen County Division of Community Development
One Bergen County Plaza, 4th Floor
Hackensack, New Jersey 07601

And

Annemarie C. Uebbing, Director
U.S. Department of Housing and Urban Development
Community Planning and Development Division
Newark Field Office, Region II
One Newark Center, 13th Floor
Newark, New Jersey 07102

Step Two: Execution

The second step for each municipality to complete after adopting a resolution to be included in the Urban County entitlement program (again, no later than Monday, June 12, 2017) is to pass a second resolution that essentially authorizes execution of the new Three Year Cooperative Agreement for the period beginning July 1, 2018 through June 30, 2021.

- A sample resolution entitled **SAMPLE RESOLUTION 2 | EXECUTION** is attached for your use.
- The new Three Year Cooperative Agreement entitled **Three Year Cooperative Agreement** (9 pages in total) covering the period beginning July 1, 2018 through June 30, 2021 is also attached. The new Three Year Cooperative Agreement is virtually the same as the current Agreement; there are only a few minor, non-substantive edits.

To execute the new Three Year Cooperative Agreement, please:

- Type or write the name of your municipality in the underscored line (_____) on page 1.
- Have the Mayor and Municipal Clerk sign the Agreement at the bottom of page 9 with the Clerk affixing the Municipal Seal as indicated.

This second resolution and execution of the new Three Year Cooperative Agreement also requires timely action and must be received no later than Friday, June 30, 2017. There can be no waiver of this deadline.

The second resolution and the new Three Year Cooperative Agreement can also be mailed to and/or picked up by the Bergen County Division of Community Development. Similar to Step One, Bergen County Division of Community Development Director Robert Esposito will be phoning each municipality's Administrator/Clerk/Manager to discuss the second resolution, execution of the new Three Year Cooperative Agreement, and the delivery method for these documents among other topics.

As noted in both the current and new Three Year Cooperative Agreement, municipalities authorizing inclusion in the Urban County entitlement program are not eligible to apply for grants under the Small Cities or State CDBG programs.

Questions and Further Information

Should you should have any questions regarding the new Three Year Cooperative Agreement or the renewal process, please contact Bergen County Division of Community Development Director Robert Esposito at 201-336-7201 (Office), 201-995-7078 (Cell Phone), or rgesposito@co.bergen.nj.us (Email) at any time.

We are working within a short, seven week timeframe for completion of the tasks as outlined; please do not hesitate to ask for help if you think we can be assistance. To repeat – and as mandated by HUD – there will be no extension of the Monday, June 12, 2017 deadline for the Inclusion Resolution (or Opt-Out Notification) or the Friday, June 30, 2017 deadline for the Execution Resolution and the signed new Three Year Cooperative Agreement. **All of these documents must be executed on time.**

Thank you in advance for your attention and assistance.

Three Year Cooperative Agreement

An Agreement superseding the Cooperative Agreement dated July 1, 2000 and amendments thereto, for the purpose of inserting a description of activities for the Forty-Third Year (July 1, 2018 - June 30, 2021) Urban County Community Development Block Grant Entitlement Program, HOME Investment Partnership Act Program, Emergency Solutions Grant and clarifying the planning and implementation procedures for Program Years 2018, 2019 and 2020.

WHEREAS, in order to meet Federal requirements there must be a binding agreement in effect; and WHEREAS, the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 et seq., requires a specific delineation of activities to be included in the Agreement; and

WHEREAS, the various new activities have been proposed to be carried out under the Forty-Third Year Community Development Program.

NOW, THEREFORE, it is mutually agreed that the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., contract dated July 1, 2000, between the Municipality of The Borough of Montvale, hereinafter the "Municipality" and the County of Bergen be superseded by this "Three Year Cooperative Agreement", and the attachments hereto.

A. Community Development Planning Process

1. Nature and Extent of Planning Procedures

- a. Purpose - The purpose of this Agreement is to establish a legal mechanism through which the county government may apply for, receive, and disburse Federal funds available to eligible urban counties under the Community Development Block Grant Entitlement Program (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) and to take such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of these programs. Federal funds received by the County shall be for such functions as neighborhood facilities, housing construction and rehabilitation, public facilities, urban renewal, water and sewer facilities, open space, and other such purposes as are authorized by said Acts. Nothing contained in this Agreement shall deprive any municipality or other unit of local government of any powers of zoning or other lawful authority which it presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as provided in section A.1.c.(6), below. This Agreement covers the CDBG Entitlement Program, the HOME Investment Partnership Act Program and the Emergency Solutions Grant Program.
- b. Establishment of Committees - There are hereby established six regional Community Development committees, consisting of two representatives from each participating municipality, each to be appointed for a one year period, coinciding with the fiscal year (July 1 to June 30). The governing body and the chief executive of each participating municipality shall make one appointment each. Alternates may be appointed in the same manner as set forth above and shall have the same powers in the absence of the designated representatives.
- c. Responsibilities of the Regional Community Development Committees

Three Year Cooperative Agreement

- (1) The Community Development Regional Committees shall elect a chairperson.
- (2) The Committees shall meet as often as required. Each regional committee shall establish its own rules of procedures and shall make recommendations to the County Executive and Board of Chosen Freeholders through the Division of Community Development.
- (3) The Committees shall study and discuss the community development needs of the County of the respective regions, and shall determine the most effective and acceptable utilization of Community Development Block Grant Funds available to the region. They shall recommend to the County Executive and Board of Chosen Freeholders an application for participation in Federal funding, including an allocation formula and towards that end they shall jointly, in the manner herein prescribed, be authorized to develop a Consolidated Plan for the County and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in the Community Development Block Grant Program. Funds applied for shall be those available for "Urban Counties" under the Community Development Block Grant Entitlement Program.
- (4) The Community Development Regional Committees shall develop, in full consultation with the Division of Community Development and all affected agencies of the local governments involved, priorities for the actual utilization of such funds as are made available from the Federal Government under this Title. The Committees shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the County to carry out the project or function, for a municipality to receive the monies to carry it out, or for some other combination of local or State agencies. The implementation shall be established before submittal of the application to HUD, and any relevant documents that become part of this Agreement, and should be submitted to HUD with it. Such implementation mechanism shall be established by means of a separate contract between the County government and the municipality or agency implementing the designated project pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.
- (5) Every municipality participating in the Committees may request participation in the expenditure of the Federal funds, comment on the overall needs of the County which may be served through these funds, or otherwise take part in the proceedings of the Community Development Committees through its Community Development representatives. No project may be undertaken or services provided in any municipality without the prior approval of the governing body of the municipality, which approval shall be established in accordance with the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., in addition to such other approvals as may be required by law.
- (6) By executing this agreement the municipality understands that it may not apply

Three Year Cooperative Agreement

for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and may not participate in the HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation and may receive a formula allocation under the ESG program only through the urban county program.

d. Establishment of Countywide Committees

There is hereby established a Countywide Committee consisting of the Chairpeople of the six Regional Community Development Committees and five other at-large members appointed by the County Executive. The role of the Countywide Committee is to recommend an allocation formula to the Board of Freeholders and to also recommend funding for multi-regional and countywide projects. These recommendations shall be submitted to both the Board of Chosen Freeholders and the Regional Community Development Committees. The creation of the countywide committee in no way diminishes or changes the authority of the County or the Regional Community Development Committees. The Community Development Director and other appropriate County staff shall discuss all Countywide and multi-regional projects with the Countywide Committee both before specific funding levels are authorized by the County and at all important stages of implementation. The term for the Countywide Committee shall coincide with the fiscal year (July 1 to June 30). No member of the Countywide Committee shall be able to vote on any matter that affects any applicant on whose board they serve.

2. Standards of Performance

Every Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., established pursuant to this Agreement shall contain standards of performance as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., and by the Housing and Community Development Act of 1974 and the HOME Investment Partnership Act of 1990 Bi-annually, a report shall be prepared for the Regional and Countywide Committees and the municipalities by the Division of Community Development, which reports on all Community Development projects, their status and expenditures.

3. Estimated Cost and Allocation

The amount of Federal funds involved shall be the amount applied for by the Board of Chosen Freeholders pursuant to the recommendation of the Community Development Committees, subject to any modifications made by HUD. Any Federal funds received by letter of credit or otherwise shall be placed in a County Trust Fund established and maintained pursuant to regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. These funds shall be in a separate bank account subject to the control of the County government, which shall be the designated recipient for the funds provided by the Federal Act. Upon

Three Year Cooperative Agreement

authorization by the County, and in compliance with State law and promulgated regulations funds may be expended from this Trust Fund by the County or by payment to the particular municipality pursuant to a specific contract. Neither the Community Development Committees, the County government, nor any participating local government may expend or commit funds except as may be authorized pursuant to this Agreement and in full compliance with State and Federal laws and regulations. No participant under this contract may in any way be obligated to expend funds of its own except as may be mutually agreed in a lawful manner.

4. Duration of Contract

This Agreement remains in effect until the CDBG Entitlement Program, the HOME Investment Partnership Program funds, Emergency Solutions Grant and program income received with respect to the Urban County qualification period (2018, 2019, and 2020) are expended and the funded activities completed. The County and participating municipalities may not terminate or withdraw from the Agreement while the agreement remains in effect.

- a) However, this contract may be terminated if the County fails to qualify as an Urban County, or if the County does not receive a grant in any year of the three year period. The contract may also be terminated by the U.S. Department of Housing and Urban Development. Be it further understood, that at the end of the current qualification period, this agreement will automatically be renewed for participation on successive three year periods, unless the County or participating municipality provides written notice it elects not to participate in a new qualification period. In this case, a copy of the notice must be sent to the HUD Field Office, by the date specified in the Urban County qualification notice. The County will notify each participating municipality in writing of its right to make such election by the date specified in HUD's urban county qualification notice for the next qualification period. Additionally, the County will notify all participating municipalities of any amendments as cited in the HUD Urban County Qualifications Notice for that period, or subsequent periods that must be included in the existing cooperation agreement. Any amendments will be submitted to HUD as provided in the qualification notice. Failure by the County or Municipalities to adopt an amendment and/or resubmit such amendments to HUD will void the automatic renewal of said cooperative agreement for the new qualification period.

5. Designation of General Agent

The Director of the Division of Community Development is hereby designated as the administrative agent of the County of Bergen for purposes of compliance with statutory and regulatory responsibilities. He/she shall be accountable to the County Executive. The County Executive, with the concurrence of the Board of Chosen Freeholders, shall designate a Director of the Division of Community Development. The director and his/her staff shall within the resources available, provide technical and administrative

Three Year Cooperative Agreement

support to the CD Committees, and shall provide liaison between the committees and the Board of Chosen Freeholders.

B. Qualifications as Urban County

In addition to such assurances and agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as an "Urban County", the municipality and the County agree to cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. This Agreement shall be effective only when sufficient municipalities have signed the contract so that 200,000 population is represented, and when all other Federal eligibility criteria for designation as an "Urban County" under the Act have been satisfied. In the event that sufficient municipalities to meet these criteria should not sign this Agreement within the time period set forth by the United States department of Housing and Urban Development, the County Executive shall so notify all signators and the Agreement shall thereupon be null and void. In order to comply with Federal requirements, the County government, through the Board of Chosen Freeholders, shall be the applicant for Community Development funds. The County has the final responsibility for selecting Community Development Block Grant, HOME Investment Program, Emergency Solutions Grant activities and annually filing Consolidated Plan with HUD, in accordance with the procedures established under Section A.1.c(3) of this Agreement.

C. Agreement as to Specific Activities (Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.)

1. Activities

- a. The municipality and the County shall take all actions necessary to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the National Environmental Policy Act of 1969, the Uniform Relocation Act, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering fair housing, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws. Pursuant to 24 CFR 570.501(b), a municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. The Grantee or a unit of general local government that directly or indirectly receives Community Development Block Grant (CDBG) funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development

Three Year Cooperative Agreement

Act of 1974, as amended.

- b. The Municipality agrees to comply with all Federal, State, County, and Municipal laws, rules, and regulations generally applicable to the activities engaged in during the performance of the agreement.
- c. Urban county funding will be prohibited for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with its fair housing certification.
- d. The municipality has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and Local Laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
- e. Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement set forth in 24 CFR 570.503.
- f. The municipality agrees to inform the County of any income generated by the expenditure of CDBG funds received by them; that any program income must be paid to the County; that any program income the municipality is authorized by the County to retain may only be used for eligible activities in accordance with all CDBG requirements as they may apply; and that any program income generated from the disposition or transfer of property prior to or subsequent to the close-out change of status or termination of this Agreement be returned to the County. The County has the responsibility for monitoring and reporting to HUD on the use of any program income, thereby requiring appropriate record keeping and reporting by the municipality. In the event of any close-out or change in status of a municipality, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.
- g. The municipality agrees to notify the County of any change in the use of real property acquired with CDBG funds from that planned at the time of acquisition or improvement including disposition and that the municipality will reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure on non - CDBG funds) of property acquired or improved with CDBG funds, that is sold or transferred for a use which does not qualify under the CDBG regulations.
- h. No unit of local government may sell, trade or otherwise transfer all or a portion of such funds to a metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal consideration but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Three Year Cooperative Agreement

2. County Responsibility

The municipality agrees that the County, as the applicant, takes full responsibility and assumes all obligations of an applicant under the Housing and Community Development Act of 1974, the HOME Investment Partnership Act of 1990 and the Emergency Solutions Grant of 2012. This responsibility will also extend to parts of the planning and management process, for the execution of community development plan, including the analysis of needs, the setting of objectives, the development of the Consolidated Plan, and all assurances or certifications of compliance with federal and state requirements necessary under federal and state laws. The responsibility of the County shall apply to all community development projects whether or not the County or the locality carries out directly an activity or activities included in the application. The municipality agrees that the County has the authority to carry out activities which will be funded from annual Community Development Block Grants (CDBG), HOME Program and Emergency Solutions Grant, from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds.

3. Costs

- a. Cost of Activities The costs of the community development activities and the total cost of all activities shall be as approved pursuant to Section A.1.c(3) and d, and in the application submitted to HUD, subject to approval and funding by HUD, and to any modification in the total grant award or cost of activities required by HUD.
- b. Municipal Designation to Carry Out Activities
The activities to be completed under the Community Development Program will be carried out by the County with participation of the Committees as set forth in Section A.1.c(3) and d. except those being carried out directly by participating municipalities.
- c. Payment Payments for the conduct of activities to be carried out by individual municipalities will be made to the municipality on the basis of vouchers and resolutions submitted by the approving authority of the municipality. The final 10% of the activity cost will be made upon certification by the municipality and verification by the County that the activity has been completed in a satisfactory manner according to paragraph C.4. below of this agreement, and applicable Federal and State requirements.

4. Standards of Performance

Activities to be carried out under the Housing and Community Development Act, the HOME Investment Partnership Act of 1990, the Emergency Solutions Grant of 2012 this Agreement shall be performed in accordance with Federal, State and local laws and regulations. In carrying out the activities, the County will be responsible for contact with other local, State and Federal agencies to prevent duplication of effort, and to foster coordination of related activities. Activities to be carried out by individual municipalities shall adhere to County design and construction standards, and shall be based on work

Three Year Cooperative Agreement

proposals and budget outlines submitted to the County for review. The Director of the Division of Community Development or other County staff members, as may be necessary, shall grant approval prior to the commencement of any work involved in carrying out the activity. The County will establish a staff responsible for managing the program, and this staff will prepare timely progress reports of activities to be distributed to the Mayors and governing bodies of participating municipalities and the general public.

5. Time Period

In accordance with HUD regulations, activities included in the application shall be completed or substantially underway during the program year, which shall be one year from the date of notification of the grant awarded by HUD. Work on the activities to be carried out directly by municipalities shall commence only upon release of funds by HUD and conformance to local finance board regulations and only upon notification by the County that the municipality is authorized to initiate the project. Work on these activities should begin as soon as possible following issuance of this notice to the municipalities, and should be completed in a timely manner. If a project is not started or implemented in a timely manner as set forth above, after due notice and warnings are given to the municipality in question, the regional CD Committee and the Board of Chosen Freeholders reserve the right to reallocate these funds.

6. Availability of Records for Audit

Required records of progress of activities carried out by the County and by individual municipalities will be maintained according to the HOME Investment Partnership Act of 1990 and accompanying regulation; FMC 74-7 the New Jersey Division of Local Finance, and other applicable requirements. All records shall be kept in a manner prescribed by these regulations and shall be available for audit by the proper authorities. Records of activities carried out by the County shall be maintained by the Director of the Division of Community Development of the County or his/her designated subordinate, and records of activities carried out by individual municipalities shall be maintained by the municipal clerk of the municipality carrying out the activity.

D. Signators

This Agreement shall be executed in similarly worded counterparts, each of which shall be signed by the County Executive and the chief executive of an individual municipality, (the chief executive of a municipality is the mayor except in council manager governments, in which case, the chief executive is the manager) after authorization by the Board of Chosen Freeholders and the governing body of the municipality, to execute this Agreement. Each such signator agrees to cooperate with all other signators and be found as if all had signed the same Agreement.

E. Modification and Amendment

1. Modification of Costs and/or Activities

In the event that any modifications of the cost of an activity or any activity itself shall

Three Year Cooperative Agreement

become necessary, or is requested by the County or a municipality participating in or carrying out an activity, the County may increase or decrease the cost of an activity or modify the activity, subject to all necessary HUD and municipal approvals, and only after appropriate committee approvals, provided that the total funding does not exceed the total grant award. Municipal requests for cost or activity modifications must be by a resolution of the governing body and shall also require passage of a resolution by the Board of Chosen Freeholders. County requests for cost or activity modifications of a municipal project shall be made in writing by the County Executive subject to approvals by resolutions of the governing bodies of the municipality or municipalities involved.

2. **Addition or Deletion of Projects**

Projects may be added or deleted by the County with such HUD approvals as are required and the approval of the municipality or municipalities involved. Said approvals shall be by resolution of the municipality or municipalities and the County and shall be subject to paragraphs C.4. and C.4., above. Projects will not be added or deleted without appropriate review by the respective Committee(s).

F. **Severability**

In the event that any portion of this agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue in effect.

G. **Supersession**

This Agreement shall supplement any previous agreements on this subject and shall replace and supersede any previously agreed upon provisions only to the extent of conflict of purpose.

H. **Opinion of County Counsel**

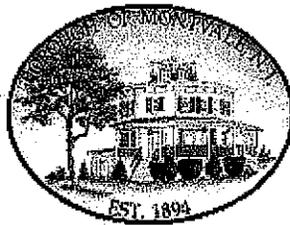
Pursuant to the requirements of the HUD regulations, this Agreement was reviewed by the County's Counsel for compliance therewith and it is the opinion of County Counsel that the terms and provisions of the Agreement are fully authorized under state and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community renewal and lower-income housing assistance activities.

County Executive

(Seal)

Mayor Michael Ghassali

Clerk Maureen Iarossi-Alwan
(Seal)



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 119-2017**

RE: A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE COUNTY OF BERGEN TO SUPERSEDE THE COOPERATIVE AGREEMENT DATED JULY 1, 2000 AND AMENDMENTS THERETO ESTABLISHING THE BERGEN COUNTY COMMUNITY DEVELOPMENT PROGRAM FOR COOPERATIVE AGREEMENT RENEWAL FY 2018 - 2020

WHEREAS, certain Federal funds are potentially available to the County of Bergen under Title I of the Housing and Community Development Act of 1974, as amended; the HOME Investment Partnership Act of 1990, as amended; and the Emergency Solutions Grant of 2012; and

WHEREAS, it is necessary to supersede an existing Interlocal Services Cooperative Agreement for the County and its people to benefit from these Programs; and

WHEREAS, an Agreement has been proposed under which the Municipality of The Borough of Montvale and the County of Bergen in cooperation with other Municipalities, will modify an Interlocal Services Program pursuant to N.J.S.A. 40:8A-1 et seq.; and

WHEREAS, it is in the best interest of the Municipality of The Borough of Montvale to enter into such an Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Municipality of The Borough of Montvale that the Agreement entitled "Three Year Cooperative Agreement" (an Agreement superseding the Cooperative Agreement dated July 1, 2000 – June 30, 2003) to clarify the planning and implementation procedures and to enable the Municipality to make a Three Year irrevocable commitment to participate in the Community Development Block Grant Program, the Home Investment Partnership Program, and the Emergency Solutions Grant Program for the Program Years 2018, 2019, and 2020 (July 1, 2018 – June 30, 2021) be executed by the Mayor and Municipal Clerk in accordance with the provisions of law; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately in accordance with law.

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

Adopted: May 30, 2017

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



COUNTY OF BERGEN
DIVISION OF COMMUNITY DEVELOPMENT
 One Bergen County Plaza ■ 4th Floor ■ Hackensack, NJ 07601-7076
 Phone (201) 336-7201 ■ Fax (201) 336-7248 ■ Email resposito@co.bergen.nj.us

James J. Tedesco III
County Executive

Robert G. Esposito
Director

MEMORANDUM

TO: All Bergen Mayors | Municipal Councilpersons | Municipal Administrators/Clerk/Managers
FROM: Robert Esposito, Director | Bergen County Division of Community Development
SUBJECT: Three Year Cooperative Agreement Renewal for CDBG and Other Programs
DATE: Friday, May 12, 2017

Overview

We recently received notification from the U.S. Department of Housing and Urban Development (HUD) that Bergen County has been scheduled to re-qualify as an Urban County entitlement group in order to receive continued funding under the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Emergency Solutions Grant (ESG) Programs for the three year period beginning July 1, 2018 through June 30, 2021.

For our purposes, this essentially means that the Three Year Cooperative Agreement that currently exists between all 70 Bergen County municipalities, the County of Bergen, and the U.S. Department of Housing and Urban Development (HUD) for the period July 1, 2015 through June 30, 2018 must be renewed.

During the past three years, Bergen County has received an annual average of \$8,535,000 in CDBG, \$1,919,000 in HOME, and \$718,000 in ESG funding that has positively impacted the County, our municipalities, and the nonprofit sector in myriad ways. In compliance with HUD guidelines, CDBG allocations – as annually determined by the six Regional and Countywide Community Development Committees – have typically included municipal road repaving; sewer and drainage upgrades; handicapped-accessible local government building upgrades and road curb cuts; and a wide range of assistance to local nonprofits. HOME program funding has focused on working with project/funding partners to provide special needs, senior, veteran's, and similar affordable housing. ESG funding has been used for multiple interventions to directly assist the homeless and those at risk of homelessness.

The Renewal Process, Timetable, and Attachments

The Three Year Cooperative Agreement renewal process includes two steps: (1) **Inclusion** to be determined and completed by each municipality as soon as possible but no later than **Monday, June 12, 2017**; and (2) **Execution** to be completed by each municipality no later than **Friday, June 30, 2017**.

Step One: Inclusion

As noted, all 70 Bergen County municipalities are currently participating in the Bergen County Community Development Program as governed by the Three Year Cooperative Agreement.

The Three Year Cooperative Agreement each municipality authorized for the period July 1, 2015 – June 30, 2018 contains an automatic renewal clause. To requalify under this clause, the first action required is for each municipality's Mayor and Council to adopt a resolution notifying the Bergen County Division of Community Development of the municipality's intention to continue as a participant in the Urban County entitlement program.

- A sample resolution entitled **SAMPLE RESOLUTION 1 | INCLUSION** is attached for your use.

This resolution requires timely action and must be received no later than Monday, June 12, 2017. There can be no waiver of this deadline.

The resolution can be mailed to and/or picked up by the Bergen County Division of Community Development. Bergen County Division of Community Development Director Robert Esposito will be phoning each municipality's Administrator/Clerk/Manager shortly after receipt of this memorandum to discuss the resolution and its method of delivery among other topics.

Federal regulations also require that the County notify each municipality of its option to elect to be excluded from the Urban County entitlement program.

A municipality's decision to reauthorize inclusion or elect exclusion from the program will be effective for the three years (2018, 2019, 2020) covering the program. Should a municipality choose to opt out, it will not be eligible for Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Emergency Solutions Grant (ESG) funding for the period July 1, 2018 – June 30, 2021. In addition, since the amount of the grant funds received by Bergen County is based on those municipalities participating in the program, any exclusion will effectively reduce the amount of total funds available.

Should your municipality elect to be excluded from the Urban County entitlement program, you must notify the Bergen County Division of Community Development and the HUD Regional Office in writing no later than Monday, June 12, 2017. **There can be no waiver of this deadline.**

Notification of exclusion in writing must be forwarded to:

Robert G. Esposito, Director
Bergen County Division of Community Development
One Bergen County Plaza, 4th Floor
Hackensack, New Jersey 07601

And

Annemarie C. Uebbing, Director
U.S. Department of Housing and Urban Development
Community Planning and Development Division
Newark Field Office, Region II
One Newark Center, 13th Floor
Newark, New Jersey 07102

Step Two: Execution

The second step for each municipality to complete after adopting a resolution to be included in the Urban County entitlement program (again, no later than Monday, June 12, 2017) is to pass a second resolution that essentially authorizes execution of the new Three Year Cooperative Agreement for the period beginning July 1, 2018 through June 30, 2021.

- A sample resolution entitled **SAMPLE RESOLUTION 2 | EXECUTION** is attached for your use.
- The new Three Year Cooperative Agreement entitled **Three Year Cooperative Agreement** (9 pages in total) covering the period beginning July 1, 2018 through June 30, 2021 is also attached. The new Three Year Cooperative Agreement is virtually the same as the current Agreement; there are only a few minor, non-substantive edits.

To execute the new Three Year Cooperative Agreement, please:

- Type or write the name of your municipality in the underscored line (_____) on page 1.
- Have the Mayor and Municipal Clerk sign the Agreement at the bottom of page 9 with the Clerk affixing the Municipal Seal as indicated.

This second resolution and execution of the new Three Year Cooperative Agreement also requires timely action and must be received no later than Friday, June 30, 2017. There can be no waiver of this deadline.

The second resolution and the new Three Year Cooperative Agreement can also be mailed to and/or picked up by the Bergen County Division of Community Development. Similar to Step One, Bergen County Division of Community Development Director Robert Esposito will be phoning each municipality's Administrator/Clerk/Manager to discuss the second resolution, execution of the new Three Year Cooperative Agreement, and the delivery method for these documents among other topics.

As noted in both the current and new Three Year Cooperative Agreement, municipalities authorizing inclusion in the Urban County entitlement program are not eligible to apply for grants under the Small Cities or State CDBG programs.

Questions and Further Information

Should you should have any questions regarding the new Three Year Cooperative Agreement or the renewal process, please contact Bergen County Division of Community Development Director Robert Esposito at 201-336-7201 (Office), 201-995-7078 (Cell Phone), or rgesposito@co.bergen.nj.us (Email) at any time.

We are working within a short, seven week timeframe for completion of the tasks as outlined; please do not hesitate to ask for help if you think we can be assistance. To repeat – and as mandated by HUD – there will be no extension of the Monday, June 12, 2017 deadline for the Inclusion Resolution (or Opt-Out Notification) or the Friday, June 30, 2017 deadline for the Execution Resolution and the signed new Three Year Cooperative Agreement. **All of these documents must be executed on time.**

Thank you in advance for your attention and assistance.

Three Year Cooperative Agreement

An Agreement superseding the Cooperative Agreement dated July 1, 2000 and amendments thereto, for the purpose of inserting a description of activities for the Forty-Third Year (July 1, 2018 - June 30, 2021) Urban County Community Development Block Grant Entitlement Program, HOME Investment Partnership Act Program, Emergency Solutions Grant and clarifying the planning and implementation procedures for Program Years 2018, 2019 and 2020.

WHEREAS, in order to meet Federal requirements there must be a binding agreement in effect; and WHEREAS, the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 et seq., requires a specific delineation of activities to be included in the Agreement; and

WHEREAS, the various new activities have been proposed to be carried out under the Forty-Third Year Community Development Program.

NOW, THEREFORE, it is mutually agreed that the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., contract dated July 1, 2000, between the Municipality of The Borough of Montvale, hereinafter the "Municipality" and the County of Bergen be superseded by this "Three Year Cooperative Agreement", and the attachments hereto.

A. Community Development Planning Process

1. Nature and Extent of Planning Procedures

- a. Purpose - The purpose of this Agreement is to establish a legal mechanism through which the county government may apply for, receive, and disburse Federal funds available to eligible urban counties under the Community Development Block Grant Entitlement Program (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) and to take such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of these programs. Federal funds received by the County shall be for such functions as neighborhood facilities, housing construction and rehabilitation, public facilities, urban renewal, water and sewer facilities, open space, and other such purposes as are authorized by said Acts. Nothing contained in this Agreement shall deprive any municipality or other unit of local government of any powers of zoning or other lawful authority which it presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as provided in section A.1.c.(6), below. This Agreement covers the CDBG Entitlement Program, the HOME Investment Partnership Act Program and the Emergency Solutions Grant Program.
- b. Establishment of Committees - There are hereby established six regional Community Development committees, consisting of two representatives from each participating municipality, each to be appointed for a one year period, coinciding with the fiscal year (July 1 to June 30). The governing body and the chief executive of each participating municipality shall make one appointment each. Alternates may be appointed in the same manner as set forth above and shall have the same powers in the absence of the designated representatives.
- c. Responsibilities of the Regional Community Development Committees

Three Year Cooperative Agreement

- (1) The Community Development Regional Committees shall elect a chairperson.
- (2) The Committees shall meet as often as required. Each regional committee shall establish its own rules of procedures and shall make recommendations to the County Executive and Board of Chosen Freeholders through the Division of Community Development.
- (3) The Committees shall study and discuss the community development needs of the County of the respective regions, and shall determine the most effective and acceptable utilization of Community Development Block Grant Funds available to the region. They shall recommend to the County Executive and Board of Chosen Freeholders an application for participation in Federal funding, including an allocation formula and towards that end they shall jointly, in the manner herein prescribed, be authorized to develop a Consolidated Plan for the County and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in the Community Development Block Grant Program. Funds applied for shall be those available for "Urban Counties" under the Community Development Block Grant Entitlement Program.
- (4) The Community Development Regional Committees shall develop, in full consultation with the Division of Community Development and all affected agencies of the local governments involved, priorities for the actual utilization of such funds as are made available from the Federal Government under this Title. The Committees shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the County to carry out the project or function, for a municipality to receive the monies to carry it out, or for some other combination of local or State agencies. The implementation shall be established before submittal of the application to HUD, and any relevant documents that become part of this Agreement, and should be submitted to HUD with it. Such implementation mechanism shall be established by means of a separate contract between the County government and the municipality or agency implementing the designated project pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq.
- (5) Every municipality participating in the Committees may request participation in the expenditure of the Federal funds, comment on the overall needs of the County which may be served through these funds, or otherwise take part in the proceedings of the Community Development Committees through its Community Development representatives. No project may be undertaken or services provided in any municipality without the prior approval of the governing body of the municipality, which approval shall be established in accordance with the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., in addition to such other approvals as may be required by law.
- (6) By executing this agreement the municipality understands that it may not apply

Three Year Cooperative Agreement

for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and may not participate in the HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation and may receive a formula allocation under the ESG program only through the urban county program.

d. Establishment of Countywide Committees

There is hereby established a Countywide Committee consisting of the Chairpeople of the six Regional Community Development Committees and five other at-large members appointed by the County Executive. The role of the Countywide Committee is to recommend an allocation formula to the Board of Freeholders and to also recommend funding for multi-regional and countywide projects. These recommendations shall be submitted to both the Board of Chosen Freeholders and the Regional Community Development Committees. The creation of the countywide committee in no way diminishes or changes the authority of the County or the Regional Community Development Committees. The Community Development Director and other appropriate County staff shall discuss all Countywide and multi-regional projects with the Countywide Committee both before specific funding levels are authorized by the County and at all important stages of implementation. The term for the Countywide Committee shall coincide with the fiscal year (July 1 to June 30). No member of the Countywide Committee shall be able to vote on any matter that affects any applicant on whose board they serve.

2. Standards of Performance

Every Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., established pursuant to this Agreement shall contain standards of performance as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., and by the Housing and Community Development Act of 1974 and the HOME Investment Partnership Act of 1990 Bi-annually, a report shall be prepared for the Regional and Countywide Committees and the municipalities by the Division of Community Development, which reports on all Community Development projects, their status and expenditures.

3. Estimated Cost and Allocation

The amount of Federal funds involved shall be the amount applied for by the Board of Chosen Freeholders pursuant to the recommendation of the Community Development Committees, subject to any modifications made by HUD. Any Federal funds received by letter of credit or otherwise shall be placed in a County Trust Fund established and maintained pursuant to regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. These funds shall be in a separate bank account subject to the control of the County government, which shall be the designated recipient for the funds provided by the Federal Act. Upon

Three Year Cooperative Agreement

authorization by the County, and in compliance with State law and promulgated regulations funds may be expended from this Trust Fund by the County or by payment to the particular municipality pursuant to a specific contract. Neither the Community Development Committees, the County government, nor any participating local government may expend or commit funds except as may be authorized pursuant to this Agreement and in full compliance with State and Federal laws and regulations. No participant under this contract may in any way be obligated to expend funds of its own except as may be mutually agreed in a lawful manner.

4. Duration of Contract

This Agreement remains in effect until the CDBG Entitlement Program, the HOME Investment Partnership Program funds, Emergency Solutions Grant and program income received with respect to the Urban County qualification period (2018, 2019, and 2020) are expended and the funded activities completed. The County and participating municipalities may not terminate or withdraw from the Agreement while the agreement remains in effect.

- a) However, this contract may be terminated if the County fails to qualify as an Urban County, or if the County does not receive a grant in any year of the three year period. The contract may also be terminated by the U.S. Department of Housing and Urban Development. Be it further understood, that at the end of the current qualification period, this agreement will automatically be renewed for participation on successive three year periods, unless the County or participating municipality provides written notice it elects not to participate in a new qualification period. In this case, a copy of the notice must be sent to the HUD Field Office, by the date specified in the Urban County qualification notice. The County will notify each participating municipality in writing of its right to make such election by the date specified in HUD's urban county qualification notice for the next qualification period. Additionally, the County will notify all participating municipalities of any amendments as cited in the HUD Urban County Qualifications Notice for that period, or subsequent periods that must be included in the existing cooperation agreement. Any amendments will be submitted to HUD as provided in the qualification notice. Failure by the County or Municipalities to adopt an amendment and/or resubmit such amendments to HUD will void the automatic renewal of said cooperative agreement for the new qualification period.

5. Designation of General Agent

The Director of the Division of Community Development is hereby designated as the administrative agent of the County of Bergen for purposes of compliance with statutory and regulatory responsibilities. He/she shall be accountable to the County Executive. The County Executive, with the concurrence of the Board of Chosen Freeholders, shall designate a Director of the Division of Community Development. The director and his/her staff shall within the resources available, provide technical and administrative

Three Year Cooperative Agreement

support to the CD Committees, and shall provide liaison between the committees and the Board of Chosen Freeholders.

B. Qualifications as Urban County

In addition to such assurances and agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as an "Urban County", the municipality and the County agree to cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. This Agreement shall be effective only when sufficient municipalities have signed the contract so that 200,000 population is represented, and when all other Federal eligibility criteria for designation as an "Urban County" under the Act have been satisfied. In the event that sufficient municipalities to meet these criteria should not sign this Agreement within the time period set forth by the United States department of Housing and Urban Development, the County Executive shall so notify all signators and the Agreement shall thereupon be null and void. In order to comply with Federal requirements, the County government, through the Board of Chosen Freeholders, shall be the applicant for Community Development funds. The County has the final responsibility for selecting Community Development Block Grant, HOME Investment Program, Emergency Solutions Grant activities and annually filing Consolidated Plan with HUD, in accordance with the procedures established under Section A.1.c(3) of this Agreement.

C. Agreement as to Specific Activities (Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.)

1. Activities

- a. The municipality and the County shall take all actions necessary to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the National Environmental Policy Act of 1969, the Uniform Relocation Act, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering fair housing, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws. Pursuant to 24 CFR 570.501(b), a municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. The Grantee or a unit of general local government that directly or indirectly receives Community Development Block Grant (CDBG) funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development

Three Year Cooperative Agreement

Act of 1974, as amended.

- b. The Municipality agrees to comply with all Federal, State, County, and Municipal laws, rules, and regulations generally applicable to the activities engaged in during the performance of the agreement.
- c. Urban county funding will be prohibited for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with its fair housing certification.
- d. The municipality has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and Local Laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
- e. Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement set forth in 24 CFR 570.503.
- f. The municipality agrees to inform the County of any income generated by the expenditure of CDBG funds received by them; that any program income must be paid to the County; that any program income the municipality is authorized by the County to retain may only be used for eligible activities in accordance with all CDBG requirements as they may apply; and that any program income generated from the disposition or transfer of property prior to or subsequent to the close-out change of status or termination of this Agreement be returned to the County. The County has the responsibility for monitoring and reporting to HUD on the use of any program income, thereby requiring appropriate record keeping and reporting by the municipality. In the event of any close-out or change in status of a municipality, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.
- g. The municipality agrees to notify the County of any change in the use of real property acquired with CDBG funds from that planned at the time of acquisition or improvement including disposition and that the municipality will reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure on non - CDBG funds) of property acquired or improved with CDBG funds, that is sold or transferred for a use which does not qualify under the CDBG regulations.
- h. No unit of local government may sell, trade or otherwise transfer all or a portion of such funds to a metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal consideration but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Three Year Cooperative Agreement

2. County Responsibility

The municipality agrees that the County, as the applicant, takes full responsibility and assumes all obligations of an applicant under the Housing and Community Development Act of 1974, the HOME Investment Partnership Act of 1990 and the Emergency Solutions Grant of 2012. This responsibility will also extend to parts of the planning and management process, for the execution of community development plan, including the analysis of needs, the setting of objectives, the development of the Consolidated Plan, and all assurances or certifications of compliance with federal and state requirements necessary under federal and state laws. The responsibility of the County shall apply to all community development projects whether or not the County or the locality carries out directly an activity or activities included in the application. The municipality agrees that the County has the authority to carry out activities which will be funded from annual Community Development Block Grants (CDBG), HOME Program and Emergency Solutions Grant, from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds.

3. Costs

a. Cost of Activities The costs of the community development activities and the total cost of all activities shall be as approved pursuant to Section A.1.c.(3) and d, and in the application submitted to HUD, subject to approval and funding by HUD, and to any modification in the total grant award or cost of activities required by HUD.

b. Municipal Designation to Carry Out Activities

The activities to be completed under the Community Development Program will be carried out by the County with participation of the Committees as set forth in Section A.1.c(3) and d. except those being carried out directly by participating municipalities.

c. Payment Payments for the conduct of activities to be carried out by individual municipalities will be made to the municipality on the basis of vouchers and resolutions submitted by the approving authority of the municipality. The final 10% of the activity cost will be made upon certification by the municipality and verification by the County that the activity has been completed in a satisfactory manner according to paragraph C.4. below of this agreement, and applicable Federal and State requirements.

4. Standards of Performance

Activities to be carried out under the Housing and Community Development Act, the HOME Investment Partnership Act of 1990, the Emergency Solutions Grant of 2012 this Agreement shall be performed in accordance with Federal, State and local laws and regulations. In carrying out the activities, the County will be responsible for contact with other local, State and Federal agencies to prevent duplication of effort, and to foster coordination of related activities. Activities to be carried out by individual municipalities shall adhere to County design and construction standards, and shall be based on work

Three Year Cooperative Agreement

proposals and budget outlines submitted to the County for review. The Director of the Division of Community Development or other County staff members, as may be necessary, shall grant approval prior to the commencement of any work involved in carrying out the activity. The County will establish a staff responsible for managing the program, and this staff will prepare timely progress reports of activities to be distributed to the Mayors and governing bodies of participating municipalities and the general public.

5. Time Period

In accordance with HUD regulations, activities included in the application shall be completed or substantially underway during the program year, which shall be one year from the date of notification of the grant awarded by HUD. Work on the activities to be carried out directly by municipalities shall commence only upon release of funds by HUD and conformance to local finance board regulations and only upon notification by the County that the municipality is authorized to initiate the project. Work on these activities should begin as soon as possible following issuance of this notice to the municipalities, and should be completed in a timely manner. If a project is not started or implemented in a timely manner as set forth above, after due notice and warnings are given to the municipality in question, the regional CD Committee and the Board of Chosen Freeholders reserve the right to reallocate these funds.

6. Availability of Records for Audit

Required records of progress of activities carried out by the County and by individual municipalities will be maintained according to the HOME Investment Partnership Act of 1990 and accompanying regulation; FMC 74-7 the New Jersey Division of Local Finance, and other applicable requirements. All records shall be kept in a manner prescribed by these regulations and shall be available for audit by the proper authorities. Records of activities carried out by the County shall be maintained by the Director of the Division of Community Development of the County or his/her designated subordinate, and records of activities carried out by individual municipalities shall be maintained by the municipal clerk of the municipality carrying out the activity.

D. Signators

This Agreement shall be executed in similarly worded counterparts, each of which shall be signed by the County Executive and the chief executive of an individual municipality, (the chief executive of a municipality is the mayor except in council manager governments, in which case, the chief executive is the manager) after authorization by the Board of Chosen Freeholders and the governing body of the municipality, to execute this Agreement. Each such signator agrees to cooperate with all other signators and be bound as if all had signed the same Agreement.

E. Modification and Amendment

1. Modification of Costs and/or Activities

In the event that any modifications of the cost of an activity or any activity itself shall

Three Year Cooperative Agreement

become necessary, or is requested by the County or a municipality participating in or carrying out an activity, the County may increase or decrease the cost of an activity or modify the activity, subject to all necessary HUD and municipal approvals, and only after appropriate committee approvals, provided that the total funding does not exceed the total grant award. Municipal requests for cost or activity modifications must be by a resolution of the governing body and shall also require passage of a resolution by the Board of Chosen Freeholders. County requests for cost or activity modifications of a municipal project shall be made in writing by the County Executive subject to approvals by resolutions of the governing bodies of the municipality or municipalities involved.

2. **Addition or Deletion of Projects**

Projects may be added or deleted by the County with such HUD approvals as are required and the approval of the municipality or municipalities involved. Said approvals shall be by resolution of the municipality or municipalities and the County and shall be subject to paragraphs C.4. and C.4., above. Projects will not be added or deleted without appropriate review by the respective Committee(s).

F. **Severability**

In the event that any portion of this agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue in effect.

G. **Supersession**

This Agreement shall supplement any previous agreements on this subject and shall replace and supersede any previously agreed upon provisions only to the extent of conflict of purpose.

H. **Opinion of County Counsel**

Pursuant to the requirements of the HUD regulations, this Agreement was reviewed by the County's Counsel for compliance therewith and it is the opinion of County Counsel that the terms and provisions of the Agreement are fully authorized under state and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community renewal and lower-income housing assistance activities.

County Executive

(Seal)

Mayor Michael Ghassali

Clerk Maureen Iarossi-Alwan
(Seal)



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 120-2017**

A Resolution Authorizing a Shared Services Agreement with the County of Bergen for the Sharing of Certain Vehicles and Equipment with the Borough of Montvale

WHEREAS, the County of Bergen owns certain vehicles and equipment (the "Equipment") that it could make available to the local units within Bergen County including the Borough of Montvale, subject to the operational needs of the County; and

WHEREAS, some of the Equipment was acquired by the County's Office of Emergency Management pursuant to State and Federal grants for the express purpose of making same available to municipalities within Bergen County, and is controlled by the County's Office of Emergency Management ("OEM"); and

WHEREAS, other Equipment is controlled by other departments of the County, such as Public Works and Parks; and

WHEREAS, due to emergencies, mechanical breakdown or budgetary restrictions, the need arises occasionally for which the local units do not possess the required equipment; and

WHEREAS, there is often insufficient time to execute formal agreements to enable the sharing of equipment under such circumstances; and

WHEREAS, by entering into written agreements governing the terms for sharing of County owned Equipment in advance of the actual need, the County will be able to facilitate the prompt availability of such Equipment as such time as the local units have a need to utilize same; and

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

WHEREAS, the County Counsel has prepared a form of Shared Services Agreement "FOR THE SHARING OF COUNTY-OWNED EMERGENCY AND NON-EMERGENCY EQUIPMENT" ("Shared Services Agreement"), a copy of which is attached to this Resolution; and

WHEREAS, the Shared Services Agreement sets forth the terms under which the County will, subject to availability and the County's operational needs, loan Equipment to the Borough for short term use; and

WHEREAS, the Borough Attorney has reviewed the Shared Services Agreement and has no substantial objections to the form thereof, other than as set forth in the amended version provided to the Mayor and Council; and

WHEREAS, the Mayor and Council is desirous of entering into this Shared Services Agreement as amended.

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

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

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

Adopted: May 30, 2017

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 121-2017**

RE: Authorize Tennis Lesson Refunds / Class Cancellation

WHEREAS, a refund is hereby authorize to the following participants due to low participation, therefore the class will be cancelled; and

WHEREAS, Bernadette Munro online payment in the amount \$83.40; Suha Niyas online payment in the amount of \$83.56; and

WHEREAS, an in person refund in the amount of \$80.00 payable to James Dobrow, 5 Serrell Drive, Montvale, NJ 07645

BE IT FUTHER RESOLVED, the Borough Treasurer and Recreation Director shall receive a copy of this resolution for processing.

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

Adopted: May 30, 2017

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 122-2017**

RE: Authorize Payment #2/Montvale Borough Hall Emergency Generator Project/Manor II Electric, Inc.

WHEREAS, the Borough of Montvale awarded a contract on January 10, 2017 via Resolution in connection with the Montvale Borough Hall Generator Installation; and

WHEREAS, the original contract amount is \$114,000.00 via Resolution #39-2017; and

WHEREAS, the Borough Engineer in letter dated May 23, 2017 takes no exception to payment #2 in the amount of \$77,826.99 which is attached to the original of this resolution; and

WHEREAS, payment #2 is hereby authorized to be issued to Manor II Electric, 112 Johnson Street, Newark, New Jersey 07105; and

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

Total Contract Amount	\$114,000.00	Resolution # 39-2017
Payment #1	\$ 26,495.28	Resolution #82-2017
Payment #2	\$ 77,826.99	Resolution #122-2017
Less 2% Retainage	(\$2,129.03)	
Total Remaining:	\$7,548.70	

NOW THEREFORE BE IT RESOVED, by the Governing Body of the Borough of Montvale payment #2 in the amount of \$77,826.99 be and is hereby issued.

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

Adopted: May 30, 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

May 23, 2017

VIA EMAIL & HAND DELIVERY

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

Re: Montvale HMGP Emergency Generator Project
Progress Payment No. 2
Borough of Montvale, Bergen County, New Jersey
MC Project No. MVB-416

Dear Ms. Iarossi-Alwan:

Manor II Electric, Inc., the Contractor for the above referenced project, has submitted original documents in support of Payment No. 2 for the Montvale Borough Hall Generator Installation. Enclosed please find the following documents:

- Progress Payment No. 2, prepared by Maser Consulting, dated 5/23/2017;
- Copy of Application and Certification for Payment, prepared by Manor II Electric, Inc., dated May 9, 2017, consisting of two (2) sheets, signed and sealed by Maser Consulting May 23, 2017;
- Invoice Number 107018 dated May 18, 2017 from Manor II Electric, LLC, 3 Arsdley Court, Holmdel, New Jersey in the amount of \$77,826.99;
- Certified Payrolls for weeks ending 3/8/17, 3/15/17, 3/22/17, 3/29/17, 4/05/17, 4/12/17 and 5/03/17 prepared and signed by Manor II Electric, Inc., consisting of sixteen (16) sheets.

With the original Contract amount of \$114,000.00, the payment breakdown is as follows:

<u>Original Contract Amount</u>	\$114,000.00
Total Cost of Work Completed	\$106,451.30
Less 2% Retainage	(\$2,129.03)
<u>Less Previous Payments</u>	\$26,495.28
Amount Due	\$77,826.99



Maureen Iarossi-Alwan
MC Project No. MVB-416
May 23, 2017
Page 2 of 2

Our office has been monitoring construction and as-built quantities completed to date. Based upon our review, we recommend the processing of the attached Progress Payment No. 2, to Manor II Electric, Inc. in the amount of **\$77,826.99**.

Thank you for your kind attention to this matter. Please contact me if you have any questions.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'Andrew R. Hipolit'.

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

ARH/tva
Enclosures

cc: Mayor and Council (via Clerk)
Carl Bello, Borough Treasurer (via e-mail)
Manor II Electric, Inc. (via e-mail)

P:\MVB\MVB-416\Correspondence\170523_MVB416_arh_Iarossi_Alwan_Document Support PPN0. 2.docx



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 123-2017**

RE: Award Lease/Purchase/ Police Interceptor Utility Vehicles 2017/State Contract/ Ford Motor Credit Company/State Contract #88728

WHEREAS, the Mayor and Council approved to replace the Police Chief's existing vehicle; and

WHEREAS, the Borough of Montvale authorized the execution of a Master Lease Purchase Agreement with Ford Motor Credit Company and scheduled 3 annual payments for a total price \$30,909.00; and

WHEREAS, the vehicle will be paid in 3 Annual installments, in the amount of \$10,908.84 as per the attached financing agreement; and

WHEREAS, payment shall be made to Ford Motor Credit Company, Municipal Finance, P.O. Box 1739 – MD 7500, Dearborn, MI 48121-1739

NOW, THEREFORE, BE IT RESOLVED, the Chief Financial Officer has certified that funds are available and certification is attached to the original of this resolution.

NOW THEREFORE, BE IT FURTHER RESOLVED, the Mayor and Council authorize the Borough Administrator to execute this lease agreement a state contract with the above named vendor to purchase the specified vehicle.

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

Adopted: May 30, 2017

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor



BOROUGH OF MONTVALE

12 Mercedes Drive • Montvale, N.J. 07645-2199
TEL (201) 391-5700 • FAX (201) 391-9317 • TDD (201) 391-6239

PURCHASE ORDER

No. 17-00571

Pg 1

**S
H
I
P
T
O**
Montvale Police Department
Attn: Jeremy Abrams
12 Mercedes Drive
Montvale, NJ 07645-2199

ORDER DATE: 05/15/17
REQUISITION NO: R7-00527
DELIVERY DATE:
STATE CONTRACT: WBRC
F.O.B. TERMS:

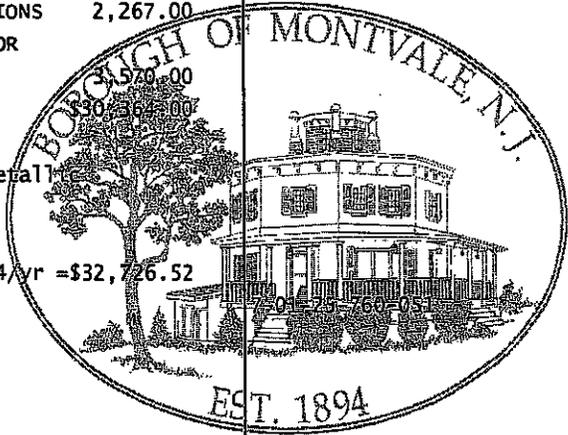
**V
E
N
D
O
R**
VENDOR #: 000920
FORD MOTOR CREDIT COMPANY
MUNICIPAL FINANCE
P.O. BOX 1739 - MD 7500
DEARBORN, MI 48121-1739

PAYMENT RECORD

CHECK NO.
CHECK DATE
VENDOR INVOICE #

NEW JERSEY SALES TAX EXEMPT # 22-6002101

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2017 POLICE INTERCEPTOR UTILIT POLICE CHIEF'S VEHICLE WINNER FORD NJ STATE CONTRACT 88728 2017 POLICE INTERCEPTOR UTILITY ALL WHEEL DRIVE BASE VEHICLE ADDITIONAL MODIFICATIONS 24,527.00 ADDITIONAL FACTORY OPTIONS 2,267.00 CHIEF POLICE INTERCEPTOR PACKAGE "c" LIGHTS 3,520.00 30,864.00 Color: Sterling Grey Metal	7-01-25-760-051	10,908.8400	10,908.84
1.00	3-yr lease @ \$10,908.84/yr = \$32,726.52 Quote # 87799		0.0000	0.00
			TOTAL	10,908.84



NO ORDER VALID UNLESS IT IS SIGNED BELOW

C. Kalafatis
ACCOUNTS PAYABLE
ADMINISTRATOR

DEPARTMENTAL APPROVAL

Personal knowledge of services rendered or receipt of materials, supplies and equipment.
DATE _____ DEPT. HEAD _____

PAYMENT APPROVAL

ADMINISTRATOR _____

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X
VENDOR SIGN HERE

CERTIFICATION OF AVAILABILITY OF FUNDS

I certify that I have examined the appropriation(s) charged as shown above and as of this date, sufficient unencumbered funds exist to authorize this purchase.
TREASURER OR AUTHORIZED AGENT _____ DATE _____

GOVERNING BODY APPROVAL

COMMITTEE PERSON _____
COMMITTEE PERSON _____

DATE _____ OFFICIAL POSITION _____
TAX I.D. NO. OR SOCIAL SECURITY NO. _____ INCORPORATED? YES NO

VOUCHER COPY - SIGN AT X AND RETURN FOR PAYMENT



Lease/Purchase Financing Proposal
Borough of Montvale, Schedule: 8845108

May 16, 2017

Table with 3 columns: Quantity, Description, Price. Row 1: 1, 2017 Ford Police Interceptor Utility AWD, \$30,364.00

Table with 6 columns: Total Amount Financed, Number of Payments, Payment Timing, APR, Payment Factor, Payment Amount. Row 1: \$30,909.00, 3, Annual in Advance, 6.00%, 0.352934, \$10,908.84

*\$545.00 underwriting fee included

EXPIRATION DATE: 08/31/2017

This proposal, until credit approved, is not a commitment by Ford Credit Municipal Finance. It has been prepared assuming that the lease qualifies for Federal Income Tax Exempt Status for Ford Credit Company LLC under Section 103 of the IRS Code.

MUNICIPALITY REQUIREMENTS

In order for us to proceed with the approval process, please fax to (313) 390-3783 or email mleona38@ford.com the following items:

- Most recent audited financial statements. I located audited financials online. Do not need to remit.
Copy of Board Resolution or Meeting Minutes showing proof of appropriation.
Completed Municipal Finance Application (attached).
Note: Please forward the signed original Municipal Finance Application by mail to Ford Credit Municipal Finance, 1 American Road-MD 7500, Dearborn, MI 48126.

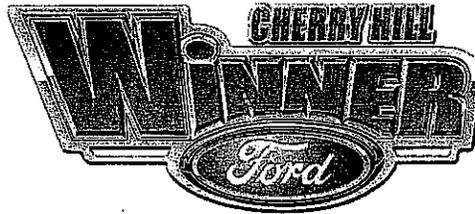
DEALERSHIP REQUIREMENTS

In order for Ford Credit Municipal Finance to prepare the Lease/Purchase Financing documentation for the municipality, the following items are required from Winner Ford:

- Vehicle vin number(s) and/or equipment serial number(s).
Itemized list of equipment, if applicable.
On dealership letterhead, provide the following wire instructions, if not already on file in the following format:
dealership's bank name,
dealership's bank 9-digit ABA routing number,
dealership's bank account number,
signature and title of person providing the information.

Note: You should not deliver any of the vehicle(s) and/or equipment to the municipality until credit has been approved and we receive our fully executed contract and first payment, if applicable.

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours.



(856) 214-0755 Phone
 (856) 488-1915 Fax
 Michael Drahuschak
 mdrahuschak@winnerford.com
 N.J. Contract # 88728

Effective 3/16/17

2017 Police Interceptor Utility, All Wheel Drive

Base Vehicle **24,527.00**

- 3.7L V6 Engine
 - 6 Speed Auto Transmission
 - Heavy Duty Rubber Floor
 - Cloth Front Bucket/Vinyl Rear Seat
 - Power Windows/Locks/Mirrors
 - Air Conditioning
 - AM/FM Stereo
 - Tilt Steering
 - Rear Window Defroster
 - Radio Noise Suppression 100.00
 - Back up Camera NC
 - Red/Clear Dome 5" NC
 - Headlamps Prep Pkg. 125.00
 - Tail Light Prep Pkg. 60.00
 - Power Heated Mirrors 60.00
 - EAI53 80 Amp Power Source 329.00
 - Skid Plate 488.00
- Total \$25,689.00**

Additional Factory Options

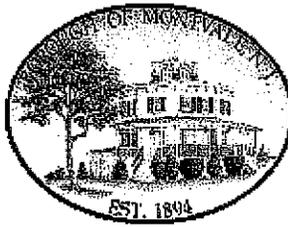
- | | | |
|-----|-----------------------------|--------|
| 64E | 18in Painted Aluminum Wheel | 475.00 |
| 86L | Auto Headlamps | 115.00 |
| 595 | Remote Keyless Entry | 125.00 |
| 16D | Badge Delete | N/C |
| 65U | Interior Upgrade Package | 390.00 |
- includes carpet floor, cloth rear seat, center console

Chief Police Interceptor **PACKAGE "C"** **PRICE** **\$3570.00**

- Four Corner LED Vertex
- Windshield Mounted Split Talon RED/BLUE
- HHS2100 Siren, Switch Controller and Speaker
- Lift Gate Mounted LED's RED/BLUE
- Micron Grille Lights

Total Vehicle & Equipment \$30,364.00

Color: Sterling Gray Metallic



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 124 -2017**

RE: Authorize Payment No. 11/New Montvale Firehouse/Unimak LLC

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

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

WHEREAS, the Robbie Conley Architect, LLC approved said payment based on the contract as per the documentation transmittal dated May 17, 2017 which is attached to the original of this resolution; and

WHEREAS, Payment #10 is hereby authorized in the amount of \$130,624.90 to be issued to Unimak, LLC, 82 Midland Avenue, Saddle Brook, NJ 076633 Franklin Avenue, Suite 170 Nutley, NJ 07110-1209; and

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

Total Contract Amount	\$4,449,000.00 Resolution #82-2016
Payment	\$207,230.80 Resolution 138-2016 Payment #1
Payment	\$125,696.76 Resolution 144-2016 Payment #2
Payment	\$188,081.60 Resolution 153-2016 Payment #3
Payment	\$219,199.20 Resolution 171-2016 Payment #4
Payment	\$357,836.56 Resolution 180-2016 Payment #5
Change Order #1	\$0 (26 additional days)
Change Order #2	Credit \$23,000.00 (due to reduction heated slab)
Change Order #2 (continued)	Credit #23,000.00 minus \$19,915.15 (Fire Pole)
	Credit amount total \$3,085.00
Balance, Including Retainage	\$3,350,955.08 as of 11/7/16
Balance w/credit Change Order #2	\$3,347,870.08 Reso. 188-2016
Payment	\$273,771.34 Resolution 194-2016 Payment #6
Payment	\$156,559.10 Resolution 53-2017 Payment #7
Payment	\$204,912.37 Resolution 61-2017
Payment	\$56,208.60 Resolution 84-2017
Payment	\$156,514.40 Resolution 106-2017
Payment	\$130,624.90 Resolution 124-2017
Total Remaining Balance	\$2,369,279.37

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

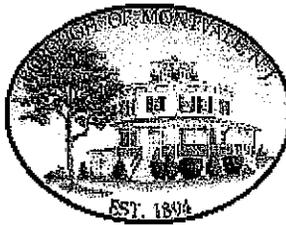
Adopted: May 30, 2017

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 125 -2017**

**RE: Award Professional Service Contract /Environmental Services/
NJDEP Air Quality Permitting/HMGP Generator Project/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 comply with all NJDEP regulations before reimbursement will be released for the HMGP Generator located at the Municipal Complex, 12 Mercedes Drive, Montvale, NJ ; 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 April 6, 2017 to provide the engineering services for 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 General Permit Application
- 3) The cost not to exceed shall be \$5,000.00. The Engineer shall be required to submit itemized bills and payment shall be made based upon services rendered. The rates for this work are in accordance with the hourly contractual agreement with the Borough of Montvale.

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

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

Adopted: May 30, 2017

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

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

May 5, 2017

VIA E-MAIL

Ms. 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
HMGP Generator Project
Borough of Montvale, Bergen County, NJ
MC Proposal No. MVB-416

Dear Ms. Iarossi-Alwan:

The Hazard Mitigation Grant Program (HMGP), which is funding the project, requires the Applicant to comply with all NJDEP regulations before reimbursement will be released. The NJDEP Air Permit is required for the generator located at the Municipal Building.

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. The New Jersey Department of Environmental Protection (NJDEP) requires an air permit for the operation of an emergency diesel generator (EDG).

The NJDEP Air Quality Permitting Program requires a permit for "significant sources", which include any piece of commercial fuel burning equipment rated at a heat input of 1 million BTU/hour or greater per N.J.A.C. 7:27-8.2(C). General permits are now available, including "Emergency Generator(s) Burning Distillate Fuels" (GP-005A).

The Hazard Mitigation Grant Program (HMGP) which is funding the project requires the Applicant to comply with all NJDEP regulations before reimbursement will be released. The NJDEP Air Permit is required for the generator located at the Municipal Building.

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 new Grainger Northeast Distribution Center (an EDG), the S&P Global North Campus facility (including an EDG, 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 Zelle, 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 obtain (if necessary) a current NJDEP Facility ID number for the Borough and then submit an application to NJDEP for an air quality general permit for the subject EDG. Prior to submission of the air quality permit application, all necessary shop drawings, equipment specifications, installation date(s), operating scenarios, and facility contact information for the equipment to be used must be provided to Maser Consulting by the Borough. 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 must be submitted by the Borough to NJDEP for this general permit. ✓

Task 1.0 Lump Sum Fee (Single Generators) Not to Exceed **\$ 5,000.00**

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 NJDEP AIR QUALITY GENERAL PERMIT APPLICATION \$ 5,000.00
(One Application)

TASK 2.0 ADDITIONAL SERVICES HOURLY

Maser Consulting will invoice this project at the hourly rates established in our 2017 Borough Engineering Contract.

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.

We appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

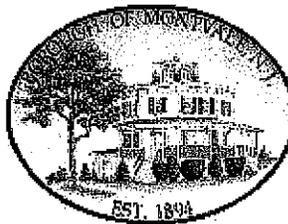
MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'Andrew R. Hipolit'.

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

ARH/tva

cc: Robert L. Zelle, P.G., LSRP, Maser Consulting P.A. (via e-mail)
Kurt Martin, P.G., LSRP, Maser Consulting P.A. (via e-mail)



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 126 -2017**

RE: Authorize Release of Escrow/ Release of Cash Bond/Block 402/Lot 2/99 Spring Valley Road/Baldanza

WHEREAS, 99 Spring Valley Road, Block 402/ Lot 2, Montvale, NJ 07645 has requested release in escrow and cash bond; and

WHEREAS, the Borough Engineer in an email dated April 13, 2017 attached to the original of this resolution takes no exception to the release; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale the amount of \$11,912.82 is hereby released to Baldanza Construction, 6 Lexington Lane, Montvale, NJ ; and

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

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

Adopted: May 30, 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	\$284,400.47	Bill List Wire 5/30/17
	<u>245,496.47</u>	Wires/Manual Checks
Current TOTAL	529,896.94	
Escrow - Trust	129,179.04	Bill List Wire 5/30/17
General rust	700.00	Bill List Wire 5/30/17
Open Space Trust	15,448.78	Bill List Wire 5/30/17
Unemployment Trust	465.62	Bill List Wire 5/30/17
Capital Fund	208,894.89	Bill List Wire 5/30/17

This resolution was adopted by the Mayor and Council of Montvale at a meeting held on 5/30/17

Introduced by: _____

Approved: 5/30/17

Seconded by: _____

Michael Ghassali, Mayor

ATTEST:

Maureen Iarossi-Alwan, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
May 30, 2017

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Transaction/Vendor</u>	<u>Amount</u>
WIRE		5/11/17	Payroll Account	152,983.46
WIRE		5/11/17	Salary Account	91,844.66
WIRE		5/11/17	FSA Account	<u>668.35</u>
	Total			<u>245,496.47</u>

May 25, 2017
11:11 AM

Borough of Montvale
Bill List By Vendor Id

Page No: 2

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
00071 SUEZ WATER NEW JERSEY												
	17-00550	05/09/17	10003825412222 FIRE HYDRANTS									
	1	10003825412222	FIRE HYDRANTS	15,996.08	7-01-31-834-029	B OTHER CONTRACTUAL ITEMS	R	05/09/17	05/25/17		MAY 2017	N
	Vendor Total:			15,996.08								
00097 CABLEVISION												
	17-00577	05/15/17	07873-218840-01-0 CABLEVISION									
	1	07873-218840-01-0	CABLEVISION	9.08	7-01-27-791-029	B OTHER CONTRACTUAL ITEMS	R	05/15/17	05/25/17		MAY	N
	17-00578	05/15/17	07873-109890-01-7 CABLEVISION									
	1	07873-109890-01-7	CABLEVISION	43.70	7-01-20-701-029	B OTHER CONTRACTUAL ITEMS	R	05/15/17	05/25/17		MAY/JUNE	N
	17-00579	05/15/17	07873-204461-01-0 CABLEVISION									
	1	07873-204461-01-0	CABLEVISION	124.45	7-01-20-701-029	B OTHER CONTRACTUAL ITEMS	R	05/15/17	05/25/17		MAY/JUNE	N
	Vendor Total:			177.23								
00114 CORBI PRINTING CO. INC.												
	17-00510	05/02/17	Pre-printed material									
	1		envelopes and mailers	281.76	7-01-42-855-023	B PRINTING & BINDING	R	05/02/17	05/25/17		170358+170356	N
	2		envelopes and mailers	305.24	7-01-41-250-023	B PRINTING AND BINDING	R	05/02/17	05/25/17		170358+170356	N
				587.00								
	Vendor Total:			587.00								
00118 NJ STATE LEAGUE OF												
	17-00450	04/18/17	employment ad building inspect									
	1		building inspector ad	110.00	7-01-20-701-021	B ADVERTISING	R	04/18/17	05/25/17		9788SD	N
	17-00617	05/23/17	2017-2018 MAGAZINE SUBSCRIPT.									
	1		2017-2018 MAGAZINE SUBSCRIPT.	200.00	7-01-20-701-033	B BOOKS & PUBLICATIONS	R	05/23/17	05/25/17		17M-9037	N
	Vendor Total:			310.00								
00146 PSE&G CO.												
	17-00599	05/18/17	PSE&G CHARGES /APRIL									
	1	6772525604	12 MERCEDES DR	377.53	7-01-31-829-078	B NATURAL GAS - 12 MERCEDES	R	05/18/17	05/25/17		APRIL	N

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								
00146 PSE&G CO. Continued											
17-00599 05/18/17 PSE&G CHARGES /APRIL			Continued								
2 6502643000 MEMORIAL DR SR CTR.	161.68	7-01-31-829-086	B NATURAL GAS - ONE MEMORIAL	R	05/18/17	05/25/17			APRIL		N
3 6532701009 CHESTNUT RDG TS ELE	184.67	7-01-31-829-070	B NATURAL GAS	R	05/18/17	05/25/17			APRIL		N
4 6702243308 159 CHESTNUT RDG RD	88.07	7-01-31-829-070	B NATURAL GAS	R	05/18/17	05/25/17			APRIL		N
5 6673192003 31W GRAND AVE. DPW	116.49	7-01-31-829-070	B NATURAL GAS	R	05/18/17	05/25/17			APRIL		N
6 6600192208 VLY VIEW TER	14.38	7-01-31-829-070	B NATURAL GAS	R	05/18/17	05/25/17			APRIL		N
7 6530025502 RAILROAD AVE. REC.	34.87	7-01-31-829-070	B NATURAL GAS	R	05/18/17	05/25/17			APRIL		N
8 6703262608 43 HUFF TER	13.75	7-01-31-829-070	B NATURAL GAS	R	05/18/17	05/25/17			APRIL		N
	991.44										
Vendor Total:	991.44										
00155 THE RECORD (SUBSCRIPTION)											
17-00441 04/14/17 TR3650744 THE RECORD SUBSCRIPT											
1 TR3650744 THE RECORD	317.66	7-01-20-701-033	B BOOKS & PUBLICATIONS	R	04/14/17	05/25/17			TR3650744		N
Vendor Total:	317.66										
00164 STATELINE FIRE & SAFETY, INC.											
17-00508 05/02/17 FIRE EXTINGUISHER REFILL											
1 FIRE EXTINGUISHER REFILL	35.35	7-01-25-752-102	B OXYGEN TANK/FIRE EXT - M & R	R	05/02/17	05/25/17			109299		N
17-00535 05/04/17 PD FIRE EXTINGUISHER											
1 PD FIRE EXTINGUISHER	27.10	7-01-25-745-102	B OXYGEN TANK/FIRE EXT - M & R	R	05/04/17	05/25/17			109300		N
Vendor Total:	62.45										
00171 DIANNE VAILLANCOURT											
17-00564 05/10/17 REIMB.TENANT FOR PSEG INV.PAIO											
1 REIMBURSE TENANT FOR PSEG	278.00	7-01-26-772-079	B 43 W GRAND AVE - MAINTENANCE	R	05/10/17	05/25/17			1918764		N
Vendor Total:	278.00										
00178 FAIR GAME GOOSE CONTROL INC.											
17-00093 01/16/17 GOOSE CHASING 2017											
6 GOOSE CHASING 2017 /MAY	687.50	T-14-56-286-001	B RESERVE FOR OPEN SPACE TRUST	R	01/16/17	05/25/17			63 BD OF HEALTH		N

May 25, 2017
11:11 AM

Borough of Montvale
Bill List By Vendor Id

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/void Date	Invoice	1099 Exc1
00178 FAIR GAME GOOSE CONTROL INC. Continued												
	17-00551	05/09/17	GEESE CONTROL BD OF EDUCATION									
	1		GEESE CONTROL BD OF EDUCATION	687.50	7-01-27-785-092	B GEESE CONTROL	R	05/09/17	05/25/17		63 BD OF ED	N
Vendor Total:				1,375.00								
00191 FIREWORKS EXTRAVAGANZA												
	17-00432	04/14/17										
	1		Fireworks for Day in the Park	4,750.00	7-01-28-797-029	B OTHER CONTRACTUAL ITEMS	R	04/14/17	05/25/17		50% DAY IN PK	N
Vendor Total:				4,750.00								
00247 MONTVALE FREE PUBLIC LIBRARY												
	17-00258	02/21/17	LIBRARY PAYMENTS - 2017			B						
	3		LIBRARY PAYMENTS - 2017	40,235.00	7-01-29-800-029	B OTHER CONTRACTUAL ITEMS	R	02/21/17	05/25/17		2ND QTR 2017	N
Vendor Total:				40,235.00								
00250 FIRE AND SAFETY SERVICES LTD												
	16-01324	12/09/16	NEW DIAMOND PLATE FOR TAIL BD									
	1		NEW DIAMOND PLATE FOR	1,500.00	6-01-26-767-099	B VEHICLE MAINT/PARTS - FIRE	R	12/09/16	05/25/17		1016-08285+	N
	2		CONNECTOR,POLLAK DOOR SWITCH	80.26	6-01-26-767-099	B VEHICLE MAINT/PARTS - FIRE	R	12/09/16	05/25/17		1016-08285	N
				1,580.26								
	17-00445	04/18/17	REPAIR ON M-1 AUTO DECKGUN CON									
	1		REPAIR ON M-1 AUTO DECKGUN	835.47	7-01-26-767-099	B VEHICLE MAINT/PARTS - FIRE	R	04/18/17	05/25/17		SI17-0805	N
	17-00459	04/20/17	REPAIRS TO M5 TRUCK									
	1		REPAIRS TO M5 TRUCK	1,388.99	7-01-26-767-099	B VEHICLE MAINT/PARTS - FIRE	R	04/20/17	05/25/17		SI17-0774	N
Vendor Total:				3,804.72								
00258 ROCKLAND ELECTRIC COMPANY												
	17-00548	05/08/17	ROCKLAND ELECTRIC CHARGES/APR.									
	1		0563019009 GRAND SOPK 67/62	40.62	7-01-31-825-071	B ELECTRICITY	R	05/08/17	05/25/17		APRIL	N
	2		8906935008 E GRAND OTHR UNMTR	21.83	7-01-31-825-071	B ELECTRICITY	R	05/08/17	05/25/17		APRIL	N
	3		9515932009 GRAND OTHR UNMTR	113.49	7-01-31-825-071	B ELECTRICITY	R	05/08/17	05/25/17		APRIL	N
	4		0653933003 GRAND OTHR MTLBX	36.28	7-01-31-825-071	B ELECTRICITY	R	05/08/17	05/25/17		APRIL	N

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
00370 NJ ELEVATOR INSPECTION AGENCY													
	17-00521	05/02/17	REF. ELEVATOR INSPECTION BOND										
	1		REF. ELEVATOR INSPECTION BOND	500.00	T-03-56-286-023		B TRUST - RESERVE FOR BONDS	R	05/02/17	05/25/17		REF. ELEV. BOND	N
	Vendor Total:			500.00									
00375 BOROUGH OF PARK RIDGE													
	17-00480	04/26/17	2017 PISTOL RANGE FEE										
	1		2017 PISTOL RANGE FEE	3,500.00	7-01-25-745-029		B OTHER CONTRACTUAL ITEMS	R	04/26/17	05/25/17		2017 AGREEM.	N
	17-00607	05/22/17	TRI-BORO FUEL/SR. BUS/AMBULANCE										
	1		TRI-BORO FUEL INVOICE/APRIL	3,220.29	7-01-31-833-074		B GASOLINE & DIESEL FUEL	R	05/22/17	05/25/17		APRIL	N
	2		SENIOR CITIZEN BUS FUEL/MONTV.	105.34	7-01-31-833-074		B GASOLINE & DIESEL FUEL	R	05/22/17	05/25/17		APRIL	N
	3		TRI-BORO AMBULANCE /MONTVALE	214.40	7-01-25-748-074		B GASOLINE	R	05/22/17	05/25/17		APRIL	N
				3,540.03									
	Vendor Total:			7,040.03									
00402 MUNICIPAL CAPITAL CORPORATION													
	17-00210	02/06/17	COPY MACHINE LEASE CONTR.2017			B							
	5		COPY MACHINE LEASE CONTR.2017	299.00	7-01-20-701-061		B LEASED EQUIPMENT	R	04/28/17	05/25/17		4975170317/APR.	N
	Vendor Total:			299.00									
00420 BERGEN COUNTY CLERK													
	17-00545	05/05/17	ESCROW /FEE TO RECORD DEV.AGR.										
	1		FEE TO RECORD DEVELOPER'S	823.00	E-08-00-217-05A		B 99 LLC (403/2)	R	05/05/17	05/25/17		5/4/2017	N
	Vendor Total:			823.00									
00423 NJDEP													
	17-00622	05/24/17	PERMIT FEE										
	1		PERMIT FEE	820.00	7-01-20-715-029		B ENGINEERING - OTHER CONTRACTUAL ITEMS	R	05/24/17	05/25/17		PERMIT FEE	N
	Vendor Total:			820.00									

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Rcvd	Chk/Void	1099
Item Description						Enc Date Date	Date Invoice	Exc
00476 MAGLOCLEN								
17-00487 04/26/17 USER FEES								
1 USER FEES			400.00	7-01-25-745-029	B OTHER CONTRACTUAL ITEMS	R	04/26/17 05/25/17	36-2N1686 N
Vendor Total:			400.00					
00582 MICROSYSTEMS-NJ.COM, L.L.C.								
17-00452 04/19/17 ASSESSMENT POST CARDS								
1 ASSESSMENT POST CARDS			1,646.99	7-01-20-710-023	B PRINTING & BINDING	R	04/19/17 05/25/17	12115 N
2 SET-UP FEE			85.00	7-01-20-710-023	B PRINTING & BINDING	R	04/19/17 05/25/17	12115 N
			1,731.99					
Vendor Total:			1,731.99					
00656 STATE OF NJ DEPT OF LABOR W/F								
17-00491 04/27/17 UNEMPLOYMENT BENEFITS 1ST QTR								
1 UNEMPLOYMENT BENEFITS			465.62	T-13-56-286-001	B RESERVE FOR UNEMPLOYMENT	R	04/27/17 05/25/17	1ST QTR 2017 N
Vendor Total:			465.62					
00730 BOGGIA & BOGGIA, ESQS								
17-00168 01/27/17 LEGAL FEES 2017								
49 LEGAL SERVICES THRU 03/31/2017		B	952.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/27/17 05/25/17	27598 N
50 DPW FEDERAL ACTION			728.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/27/17 05/25/17	27599 N
51 2015 AFFORDABLE HOUSING LITIG.			406.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/27/17 05/25/17	27600 N
52 LIBOCK V. BEAR-BAN BUILDERS			2,781.93	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/27/17 05/25/17	27601 N
53 MERCEDES REDEVELOPMENT			546.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/27/17 05/25/17	27602 N
54 POLICE DEPT. DISCIPLINARY MATT			294.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/27/17 05/25/17	27603 N
55 MONTVALE INTERSECTION IMPROV.			1,121.50	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/27/17 05/25/17	27604 N
56 2017 PBA CONTRACTS			140.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/27/17 05/25/17	27605 N
57 PLAYGROUND			28.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/27/17 05/25/17	27606 N
58 CHIEF JEREMY ABRAMS B.C. PROSEC			1,022.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/27/17 05/25/17	27607 N
59 IA (INTERNAL AFFAIRS)			112.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/27/17 05/25/17	27608 N
60 BERGEN COUNTY TAX APPEALS 2017			1,427.75	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/27/17 05/25/17	27609 N
61 MACK-CALI PROPERTIES TAX APPEAL			280.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/27/17 05/25/17	27610 N
62 20 CRAIG ROAD TAX APPEAL			280.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/27/17 05/25/17	27611 N
63 KPMG TAX APPEAL			3,029.94	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/27/17 05/25/17	27612 N
64 SUMMIT PLAZA INC. TAX APPEAL			322.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	01/27/17 05/25/17	27613 N

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PD Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Exc1
00730 BOGGIA & BOGGIA, ESQS.			Continued										
17-00168	01/27/17		LEGAL FEES 2017				Continued						
65			180 SUMMIT AVE. TAX APPEAL	56.00	7-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	01/27/17	05/25/17		27614	N
66			ARE 100 PHILIPS TAX APPEAL	140.00	7-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	01/27/17	05/25/17		27615	N
67			HUB PROPERTIES TAX APPEAL	462.00	7-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	01/27/17	05/25/17		27616	N
68			HORNROCK PROPERTIES TAX APPEAL	282.70	7-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	01/27/17	05/25/17		27617	N
69			14 PHILIPS PARKWAY TAX APPEAL	448.00	7-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	01/27/17	05/25/17		27618	N
70			GREGG KRAVATZ TAX APPEAL	849.36	7-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	01/27/17	05/25/17		27619	N
71			US BAN OF AM TAX APPEAL	112.00	7-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	01/27/17	05/25/17		27620	N
72			301 W GRAND AVE. TAX APPEAL	364.00	7-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	01/27/17	05/25/17		27621	N
73			LUKOIL TAX APPEAL	569.87	7-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	01/27/17	05/25/17		27622	N
74			TWO PARAGON DRIVE TAX APPEAL	380.70	7-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	01/27/17	05/25/17		27623	N
75			ROCKLAND ELECTRIC TAX APPEAL	478.40	7-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	01/27/17	05/25/17		27624	N
				17,614.15									
17-00169	01/27/17		LEGAL RETAINER 2017				B						
4			LEGAL RETAINER 2ND QTR 2017	10,000.00	7-01-20-712-027		B LEGAL SERVICES - CONTRACTUAL	R	05/02/17	05/25/17		2ND QTR. 2017	N
5			CLOSED SESSION MINUTES	1,250.00	7-01-20-712-027		B LEGAL SERVICES - CONTRACTUAL	R	05/02/17	05/25/17		2ND QTR 2017	N
				11,250.00									
17-00466	04/24/17		ESCROW PAYMENT ROE V. MONTVALE										
1			ROE V. MONTVALE-SUPERIOR COURT	2,086.00	E-08-00-213-08A		B Mtv1 Dev Assoc-MP/Ord Litigation	R	04/24/17	05/25/17		27423	N
17-00484	04/26/17		ESCROW PAYMENT ROE V. MONTVALE										
1			ROE V. MONTV. SUPERIOR COURT APP	112.00	E-08-00-213-08A		B Mtv1 Dev Assoc-MP/Ord Litigation	R	04/26/17	05/25/17		27625	N
			Vendor Total:	31,062.15									
00731 MASER CONSULTING P.A.													
16-00992	09/09/16		ENG.SERVICES-FIRE HOUSE				B						
5			MONTVALE FIRE DEPARTMENT	243.00	C-04-55-405-A00		B CONSTRUCTION OF FIRE HOUSE	R	09/09/16	05/25/17		406618	N
17-00161	01/27/17		STORM SEWER OUTFALL INSPECTION				B						
2			STORM SEWER OUTFALL	1,134.00	7-01-20-715-029		B ENGINEERING - OTHER CONTRACTUAL ITEMS	R	01/27/17	05/25/17		406636	N
17-00303	03/06/17		ENGINEER RETAINER 2017				B						
3			MAYOR & COUNCIL MEETINGS	1,350.00	7-01-20-715-028		B OTHER PROF/CONSULTANT SERVICES	R	03/06/17	05/25/17		406628	N

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								Exc
00896 GIAMMARINO, MICHAEL											
17-00074	01/11/17	INTERPRETER SERVICES 2017			B						
11		72.00	7-01-42-855-028	B OTHER PROF/CONSULTANT SERVICES	R	01/11/17	05/25/17		4/19/17		N
12		78.00	7-01-41-250-028	B OTHER PROFESSIONAL/CONSULTING SERVICES	R	01/11/17	05/25/17		4/19/17		N
13		72.00	7-01-42-855-028	B OTHER PROF/CONSULTANT SERVICES	R	05/02/17	05/25/17		5/10/17		N
14		78.00	7-01-41-250-028	B OTHER PROFESSIONAL/CONSULTING SERVICES	R	05/02/17	05/25/17		5/10/17		N
		<u>300.00</u>									
Vendor Total:		300.00									
00934 RIVER VALE TOWNSHIP											
17-00460	04/21/17	REIMBURSMNT FOR RECYCLING/JIF									
1		619.70	7-01-26-773-029	B OTHER CONTRACTUAL ITEMS-RECYCLING	R	04/21/17	05/25/17		REIMBURSE		N
2		2,500.00	7-01-23-730-029	B OTHER CONTRACTUAL ITEMS	R	04/21/17	05/25/17		REIMBURSE		N
		<u>3,119.70</u>									
Vendor Total:		3,119.70									
00959 TROPHY KING											
17-00505	05/02/17	CHIEF FOR A DAY									
1		55.00	7-01-25-745-104	B COMMUNITY SERVICES PROGRAM	R	05/02/17	05/25/17		11667		N
Vendor Total:		55.00									
01020 PROFESSIONAL INSURANCE ASSOC											
17-00598	05/18/17	VOLUNTEER FIREMEN'S INSURANCE									
1		3,430.00	7-01-23-730-029	B OTHER CONTRACTUAL ITEMS	R	05/18/17	05/25/17		108250		N
Vendor Total:		3,430.00									
01102 POWER DMS, INC											
17-00478	04/26/17	POWERDMS SUBSCRIPTION 2017									
1		2,601.00	7-01-25-745-029	B OTHER CONTRACTUAL ITEMS	R	04/26/17	05/25/17		15314		N
Vendor Total:		2,601.00									

May 25, 2017
11:11 AM

Borough of Montvale
Bill List By Vendor Id

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Exc	
01132 COOPERATIVE COMMUNICATIONS, INC															
	17-00602	05/19/17	2013915700 BORO TELEPHONE CHAR												
	1	2013915700	BOROUGH TELEPHONE	2,044.17	7-01-31-827-076			B TELEPHONE CHARGES	R	05/19/17	05/25/17		APRIL	N	
Vendor Total:						2,044.17									

01134 RESERVE ACCOUNT															
	17-00604	05/19/17	REFILL POSTAGE METER /MAY												
	1		REFILL POSTAGE METER /MAY	75.00	7-01-20-704-022			B POSTAGE & EXPRESS CHARGES	R	05/19/17	05/25/17		MAY	N	
	2		REFILL POSTAGE METER /MAY	75.00	7-01-20-705-022			B POSTAGE AND EXPRESS CHARGES	R	05/19/17	05/25/17		MAY	N	
	3		REFILL POSTAGE METER /MAY	50.00	7-01-20-708-022			B POSTAGE AND EXPRESS CHARGES	R	05/19/17	05/25/17		MAY	N	
	4		REFILL POSTAGE METER /MAY	125.00	7-01-20-710-022			B POSTAGE & EXPRESS CHARGES	R	05/19/17	05/25/17		MAY	N	
	5		REFILL POSTAGE METER /MAY	25.00	7-01-20-716-022			B POSTAGE & EXPRESS CHARGES	R	05/19/17	05/25/17		MAY	N	
	6		REFILL POSTAGE METER /MAY	275.00	7-01-21-720-022			B POSTAGE & EXPRESS CHARGES	R	05/19/17	05/25/17		MAY	N	
	7		REFILL POSTAGE METER /MAY	200.00	7-01-22-725-022			B POSTAGE & EXPRESS CHARGES	R	05/19/17	05/25/17		MAY	N	
	8		REFILL POSTAGE METER /MAY	25.00	7-01-25-745-022			B POSTAGE & EXPRESS CHARGES	R	05/19/17	05/25/17		MAY	N	
	9		REFILL POSTAGE METER /MAY	50.00	7-01-25-753-022			B POSTAGE AND EXPRESS CHARGES	R	05/19/17	05/25/17		MAY	N	
	10		REFILL POSTAGE METER /MAY	80.00	7-01-27-785-022			B POSTAGE & EXPRESS CHARGES	R	05/19/17	05/25/17		MAY	N	
	11		REFILL POSTAGE METER /MAY	20.00	7-01-27-790-022			B POSTAGE & EXPRESS CHARGES	R	05/19/17	05/25/17		MAY	N	
				1,000.00											
Vendor Total:						1,000.00									

01156 DIRECT ENERGY BUSINESS															
	17-00625	05/24/17	DIRECT ENERGY ELECTRIC CHARGES												
	1	0716933005	MEMORIAL TENNIS CRT	25.41	7-01-31-825-071			B ELECTRICITY	R	05/24/17	05/25/17		171370031017554	N	
	2	0897137012	3 MEMORIAL LT FLD	50.47	7-01-31-825-071			B ELECTRICITY	R	05/24/17	05/25/17		171370031017554	N	
	3	0157026009	1 MEMORIAL LT FLD	6.37	7-01-31-825-071			B ELECTRICITY	R	05/24/17	05/25/17		171370031017554	N	
	4	0195092007	GRAND SOPK 87/97	27.57	7-01-31-825-071			B ELECTRICITY	R	05/24/17	05/25/17		171370031017554	N	
	5	5229845000	LA TRENTA FLD LTS	108.95	7-01-31-825-071			B ELECTRICITY	R	05/24/17	05/25/17		171370031017554	N	
				218.77											
Vendor Total:						218.77									

01227 PIAZZA & ASSOCIATES, INC														
	17-00126	01/23/17	AFFORDABLE HOUSING SVS 2017		B									
	5		AFFORDABLE HOUSING SVS/MARCH	300.00	7-01-21-720-028			B OTHER PROF/CONSULTANT SERVICES	R	01/23/17	05/25/17		1703-04	N
	6		AFFORDABLE HOUSING SVS/APRIL	300.00	7-01-21-720-028			B OTHER PROF/CONSULTANT SERVICES	R	01/23/17	05/25/17		1703-04	N

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	Invoice	Excl		
01424 REGIONAL COMMUNICATIONS, INC						
17-00050 01/10/17 COMMUNICATION EQUIPMENTS						
1 COMMUNICATION EQUIPMENTS,	300.00 7-01-25-752-077 B COMMUNICATIONS EQUIPMENT	R	01/10/17 05/25/17	119689	N	
Vendor Total:	300.00					
01497 SALERNO, GERALD						
17-00165 01/27/17 PUBLIC DEFENDER 2017	B					
5 PUBLIC DEFENDER 2017	870.00 7-01-42-856-028 B OTHER PROF/CONSULTANT SERVICES	R	05/02/17 05/25/17	2ND QTR 2017	N	
6 PUBLIC DEFENDER 2017	942.50 7-01-41-252-028 B OTHER PROFESSIONAL/CONSULTANT SERVICES	R	05/02/17 05/25/17	2ND QTR 2017	N	
	1,812.50					
Vendor Total:	1,812.50					
01513 FLANAGAN PRODUCTIONS, LLC						
17-00143 01/25/17 WEBSITE DESIGN,HOSTING &SUPPL	B					
6 WEBSITE DESIGN,HOSTING &	1,530.00 7-01-20-701-028 B OTHER PROF/CONSULTANT SERVICES	R	03/22/17 05/25/17	INV-3854/MAY	N	
Vendor Total:	1,530.00					
01515 LAWSOFT INC.						
17-00479 04/26/17 2017 LAWSOFT SUPPORT						
1 2017 LAWSOFT SUPPORT	6,200.00 7-01-25-745-029 B OTHER CONTRACTUAL ITEMS	R	04/26/17 05/25/17	16-0222	N	
Vendor Total:	6,200.00					
01531 UNIMAK, LLC						
17-00504 04/27/16 CONSTRUCTION OF NEW FIREHOUSE	B					
12 PAYMENT TO UNIMAK,LLC	130,624.90 C-04-55-405-A00 B CONSTRUCTION OF FIRE HOUSE	R	04/27/16 05/25/17	5/17/17	N	
Vendor Total:	130,624.90					
01538 SWIFTREACH NETWORKS INC.						
17-00543 05/05/17 SWIFT 911 SUBSCRIPTION 2017						
1 SWIFT 911 SUBSCRIPTION 2017	2,495.00 7-01-25-745-029 B OTHER CONTRACTUAL ITEMS	R	05/05/17 05/25/17	202318	N	
Vendor Total:	2,495.00					

May 25, 2017
11:11 AM

Borough of Montvale
Bill List By Vendor Id

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
01594 GALLS, LLC												
	17-00537	05/04/17	RDF EQUIP									
	1		RDF EQUIP	690.00	7-01-25-745-058	B OTHER EQUIPMENT & SUPPLIES	R	05/04/17	05/25/17		BC0415678	N
	Vendor Total:			690.00								
01623 PATRIOT ARMS, LLC												
	17-00461	04/21/17	AIMPOINT PRO OPTICS									
	1		AIMPOINT PRO OPTICS	4,160.00	7-01-25-745-028	B OTHER PROF/CONSULTANT SERVICES	R	04/21/17	05/25/17		4/25/17	N
	Vendor Total:			4,160.00								
01625 TANK 1 PETRO TEST CORP.												
	16-01329	12/09/16	WASTE OIL TANK INSPECTION									
	1		WASTE OIL TANK INSPECTION	2,845.00	6-01-26-772-029	B OTHER CONTRACTUAL ITEMS	R	12/09/16	05/25/17		91975	N
	Vendor Total:			2,845.00								
01634 AIS, INC												
	17-00337	03/16/17	PWER/DATA POLE KIT									
	1		PWER/DATA POLE KIT	385.11	7-01-44-816-000	B VARIOUS OFFICE IMPROVEMENTS - UCC	R	03/16/17	05/25/17		483117	N
	Vendor Total:			385.11								
01641 MANOR II ELECTRIC, INC.												
	17-00160	01/27/17	EMERGENCY GENERATOR PROJECT									
	3		MONTVALE BOROUGH HALL	77,826.99	C-04-55-413-C00	B IMPROVEMENT TO BUILDINGS AND GROUNDS	R	01/27/17	05/25/17		PAYMENT NO.2	N
	Vendor Total:			77,826.99								
01653 SNS ARCHITECTS & ENGINEERS, PC												
	17-00485	04/26/17	BORO HALL BULLETPROOF GLAZING									
	1		BORO HALL BULLETPROOF GLAZING	1,400.00	7-01-44-816-000	B VARIOUS OFFICE IMPROVEMENTS - UCC	R	04/26/17	05/25/17		16029	N
	Vendor Total:			1,400.00								

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
01678 ANDREW GRYSZKO												
	17-00574	05/15/17	ESCROW REFUND /GRYSZKO									
	1		ESCROW REFUND	132.00	E-08-00-210-08A	B Andrzej Gryszko (1102/10)	R	05/15/17	05/25/17		ESCROW REFUND	N
	Vendor Total:			132.00								
01679 MONTVALE SUPER VALUE, LLC												
	17-00575	05/15/17	ESCROW REFUND /SUPER VALUE									
	1		ESCROW REFUND	9,140.00	E-08-00-214-21A	B Montvale Super Value (1601/15)	R	05/15/17	05/25/17		ESCROW REFUND	N
	2		ESCROW REFUND	4.87	E-08-00-214-21B	B Montvale Super Value (1601/15) Interest	R	05/15/17	05/25/17		ESCROW REFUND	N
				9,144.87								
	Vendor Total:			9,144.87								
01681 D.L.A. CONSTRUCTION LLC												
	17-00608	05/22/17	WORK TO BE DONE AT 43 GRAND AV									
	1		WORK TO BE DONE AT 43 GRAND AV	4,590.00	7-01-26-772-029	B OTHER CONTRACTUAL ITEMS	R	05/22/17	05/25/17		5/19/2017	N
	Vendor Total:			4,590.00								
01682 GOVPILOT												
	17-00610	05/22/17	ANNUAL MUNICIPAL SUBSC.MAINTEN									
	1		ANNUAL MUNICIPAL SUBSCRIPTION	15,000.00	7-01-22-725-108	B MAINTENANCE/RENTAL AGREEMENTS	R	05/22/17	05/25/17		1364	N
	2		MAINTENANCE	3,750.00	7-01-22-725-108	B MAINTENANCE/RENTAL AGREEMENTS	R	05/22/17	05/25/17		1364	N
				18,750.00								
	Vendor Total:			18,750.00								
01760 UNITED PARCEL SERVICE												
	17-00384	03/31/17	F047X6127 UPS CHARGES									
	1		F047X6127 UPS CHARGES/ADM	3.59	7-01-20-701-022	B POSTAGE & EXPRESS CHARGES	R	03/31/17	05/25/17		6127	N
	2		F047X6127 UPS CHARGES/PL BD	11.37	7-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	03/31/17	05/25/17		6127	N
				14.96								
	17-00438	04/14/17	F047X6137-6147 UPS CHARGES									
	1		F047X6137 UPS CHARGES/ADM	7.18	7-01-20-701-022	B POSTAGE & EXPRESS CHARGES	R	04/14/17	05/25/17		6137	N
	2		F047X6137 UPS CHARGES/PL BD	10.77	7-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	04/14/17	05/25/17		6137	N
	3		F047X6147 UPS CHARGES/ADM	7.18	7-01-20-701-022	B POSTAGE & EXPRESS CHARGES	R	04/14/17	05/25/17		6147	N

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
01760 UNITED PARCEL SERVICE Continued												
17-00438	04/14/17	F047x6137-6147	UPS CHARGES		Continued							
4	F047x6147	UPS CHARGES/PL BD	10.77	7-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	04/14/17	05/25/17			6147	N
			35.90									
17-00454 04/19/17 F047x6157 UPS CHARGES												
1	F047x6157	UPS CHARGES/POLICE	17.41	7-01-25-745-022	B POSTAGE & EXPRESS CHARGES	R	04/19/17	05/25/17			6157	N
2	F047x6157	UPS CHARGES/PL BD	10.77	7-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	04/19/17	05/25/17			6157	N
			28.18									
Vendor Total:			79.04									
02141 REGAN, ROBERT T., ESQ.												
17-00506	05/02/17	COAH										
1	COAH		208.00	7-01-21-720-028	B OTHER PROF/CONSULTANT SERVICES	R	05/02/17	05/25/17			14032	N
17-00511 05/02/17 ESCROW PAYMENTS												
1	CHESTNUT RDG	EXXON 2601/31	912.00	E-08-00-204-04A	B EXXON/MOBILE - 2601/31	R	05/02/17	05/25/17			13856	N
2	CHESTNUT RDG	EXXON 2601/31	32.00	E-08-00-204-04A	B EXXON/MOBILE - 2601/31	R	05/02/17	05/25/17			13940	N
3	HEKEMIAN/MERCEDES	(21602)	1,040.00	E-08-00-216-02A	B S.Hekemian/Mercedes (2702/1 & 2)	R	05/02/17	05/25/17			14036	N
			1,984.00									
17-00546 05/08/17 ESCROW PAYMENTS												
1	AMAZING GRACE	2408/3	180.00	E-08-00-212-08A	B AMAZING GRACE PARTNERS LLC (2408/3)	R	05/08/17	05/25/17			14029	N
2	MONTVALE - MERCEDES		48.00	E-08-00-214-20A	B Mercedes-Benz (Glenview) (3201/6)	R	05/08/17	05/25/17			14030	N
3	MISRAD ASSOC.		30.00	E-08-00-215-12A	B Misrad Associates (703/7)	R	05/08/17	05/25/17			14033	N
4	V+R DEVELOPMENT		559.00	E-08-00-217-05A	B 99 LLC (403/2)	R	05/08/17	05/25/17			14034	N
5	MARINI	712/6	16.00	E-08-00-217-12A	B RICHARD MARINI (712/6)	R	05/08/17	05/25/17			14037	N
6	BLUE HILL ESTATES	702/38	80.00	E-08-00-217-08A	B Blue Hill Estates (702/38)	R	05/08/17	05/25/17			14040	N
7	ST. JOSEPH	3004/1	1,248.00	E-08-00-217-09A	B St Joseph's High School (3004/1)	R	05/08/17	05/25/17			14041	N
8	PREMIER DEVELOPERS	LLC	400.00	E-08-00-217-11A	B PREMIER DEVELOPERS (301/3)	R	05/08/17	05/25/17			14042	N
9	HEKEMIAN GROUP	SITE PLAN	1,328.00	E-08-00-213-07A	B Mtv Dev-Hekemian Group (2802/2&3)	R	05/08/17	05/25/17			14044	N
10	PREMIER DEVELOPERS	LLC	128.00	E-08-00-217-11A	B PREMIER DEVELOPERS (301/3)	R	05/08/17	05/25/17			14045	N
			4,017.00									
Vendor Total:			6,209.00									

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge	PO Type Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
02323 HORIZON ENTERTAINMENT &													
17-00433 04/14/17 Game Trailers for DITP													
	1		Game Trailers for DITP	1,750.00	7-01-28-797-029		B OTHER CONTRACTUAL ITEMS	R	04/14/17	05/25/17		173280/DEP.FEE	N
Vendor Total:				1,750.00									
02426 VERIZON WIRELESS													
17-00576 05/15/17 642140176 VERIZON WIRELESS													
	1		642140176 VERIZON WIRELESS	458.23	7-01-31-827-076		B TELEPHONE CHARGES	R	05/15/17	05/25/17		9784779170	N
	2		642140176 VERIZON WIRELESS	160.04	7-01-22-725-059		B COMPUTER EQUIPMENT & SUPPL	R	05/15/17	05/25/17		9784779170	N
				618.27									
Vendor Total:				618.27									
03060 TRI-STATE TECHNICAL SERVICES													
17-00501 05/01/17 NEW SERVER SET UP/ REPAIR													
	1		NEW SERVER SET UP/ REPAIR	820.00	7-01-25-745-060		B COMPUTER EQUIP - MAINT/REPAIR	R	05/01/17	05/25/17		17565	N
17-00502 05/01/17 PD MOZY BACK UP													
	1		PD MOZY BACK UP	854.54	7-01-25-745-059		B COMPUTER EQUIPMENT & SUPPL	R	05/01/17	05/25/17		25582	N
17-00567 05/11/17 SET UP COMPUTERS & BACK UP SER													
	1		SET UP COMPUTERS CONSTRUCTION	210.00	7-01-44-815-000		B ACQUISITION OF VEHICLES & EQUIPMENT-UCC	R	05/11/17	05/25/17		17590	N
	2		BACKED UP OLD PC'S TO SERVER	1,794.00	7-01-20-701-059		B COMPUTER EQUIPMENT S/W & SUPPL	R	05/11/17	05/25/17		17590	N
				2,004.00									
Vendor Total:				3,678.54									
03119 TONI EMBROIDERY COMPANY													
17-00499 05/01/17 PD HATS													
	1		LAMENDOLA	36.00	7-01-25-745-262		B LAMENDOLA, BRIAN - CLOTHING	R	05/01/17	05/25/17		11512	N
	2		BOMAN	54.00	7-01-25-745-252		B BOMAN, DONALD W - CLOTHING	R	05/01/17	05/25/17		11512	N
	3		FOLEY	32.00	7-01-25-745-268		B FOLEY, ALISHA R - CLOTHING	R	05/01/17	05/25/17		11512	N
	4		MARSICO	18.00	7-01-25-745-265		B MARSICO, WALTER - CLOTHING	R	05/01/17	05/25/17		11512	N
	5		ROBALINO	18.00	7-01-25-745-257		B ROBALINO, ERIC - CLOTHING	R	05/01/17	05/25/17		11512	N
	6		TEN BROECK	14.00	7-01-25-745-259		B TEN BROECK, DAVID - CLOTHING	R	05/01/17	05/25/17		11512	N

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date Invoice	1099 Excl
03119 TONI EMBROIDERY COMPANY	Continued							
17-00499 05/01/17 PD HATS	Continued							
7 DEPARTMENT	180.00	7-01-25-745-032	B CLOTHING & UNIFORMS	R	05/01/17 05/25/17	11512	N	
	352.00							
Vendor Total:	352.00							
03173 SPOK, INC.								
17-00421 04/11/17 OEM PAGER T. GUASCONI	6.86	7-01-31-827-076	B TELEPHONE CHARGES	R	04/11/17 05/25/17	A2418310P	N	
1 OEM PAGER T. GUASCONI								
Vendor Total:	6.86							
03589 DELL MARKETING LP								
16-01378 12/20/16 PD DET BUREAU LAP TOP	986.93	6-01-25-745-059	B COMPUTER EQUIPMENT & SUPPL	R	12/20/16 05/25/17	10139345692	N	
1 PD DET BUREAU LAP TOP								
Vendor Total:	986.93							
03682 CRUISE, E. K.								
17-00614 05/23/17 REIMBURSEMENT - WATCH	150.00	7-01-25-745-271	B CRUISE, EARL - CLOTHING	R	05/23/17 05/25/17	REIMB.WATCH	N	
1 REIMBURSEMENT - WATCH								
Vendor Total:	150.00							
03727 STAPLES BUSINESS ADVANTAGE								
17-00387 04/03/17 office supplies	7.59	7-01-20-701-033	B BOOKS & PUBLICATIONS	R	04/03/17 05/25/17	3337561783+85	N	
1 avery binders								
2 expanding file	7.81	7-01-20-701-033	B BOOKS & PUBLICATIONS	R	04/03/17 05/25/17	3337561783+85	N	
3 accordion file with flap	34.79	7-01-20-710-053	B OFFICE EQUIPMENT	R	04/03/17 05/25/17	3337561783+85	N	
4 toner	137.45	7-01-20-701-059	B COMPUTER EQUIPMENT S/W & SUPPL	R	04/03/17 05/25/17	3337561783+85	N	
5 staples	0.51	7-01-20-701-036	B OFFICE SUPPLIES	R	04/03/17 05/25/17	3337561783+85	N	
6 yellow legal pads	10.46	7-01-21-720-033	B BOOKS & PUBLICATIONS	R	04/03/17 05/25/17	3337561783+85	N	
	198.61							
Vendor Total:	198.61							

May 25, 2017
11:11 AM

Borough of Montvale
Bill List By Vendor Id

Page No: 22

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
03930 HAM RADIO OUTLET INC.												
	17-00325	03/10/17	OEM COMM EQUIP	647.39	7-01-25-747-077	B COMMUNICATIONS EQUIPMENT	R	03/10/17	05/25/17		DI-254323	N
			1 OEM COMMUNICATIONS EQUIP									
			Vendor Total:	647.39								
03982 SETON IDENTIFICATION PRODUCTS												
	17-00420	04/11/17	TRIPLE-CLEAN INDOOR WIPER/SCRA	362.58	7-01-26-772-029	B OTHER CONTRACTUAL ITEMS	R	04/11/17	05/25/17		9333951148	N
			1 TRIPLE-CLEAN									
	17-00430	04/13/17	CUSTOM SAFETY SIGN 14X10 ALUM.	213.53	T-14-56-286-001	B RESERVE FOR OPEN SPACE TRUST	R	04/13/17	05/25/17		9333845116	N
			1 CUSTOM SAFETY SIGN 14X10 ALUM.									
			Vendor Total:	576.11								
Total Purchase Orders: 115 Total P.O. Line Items: 250 Total List Amount: 639,088.80 Total void Amount: 0.00												

Totals by Year-Fund Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND 2016 BUDGET	6-01	5,584.83	0.00	5,584.83	0.00	0.00	5,584.83
CURRENT FUND 2017 BUDGET	7-01	278,815.64	0.00	278,815.64	0.00	0.00	278,815.64
CAPITAL FUND	C-04	208,894.89	0.00	208,894.89	0.00	0.00	208,894.89
BOA ESCROW ACCOUNTS	E-08	129,179.04	0.00	129,179.04	0.00	0.00	129,179.04
OTHER TRUST ACCOUNT	T-03	700.00	0.00	700.00	0.00	0.00	700.00
UNEMPLOYMENT TRUST ACCOUNT	T-13	465.62	0.00	465.62	0.00	0.00	465.62
OPEN SPACE TRUST ACCT	T-14	15,448.78	0.00	15,448.78	0.00	0.00	15,448.78
Year Total:		16,614.40	0.00	16,614.40	0.00	0.00	16,614.40
Total of All Funds:		639,088.80	0.00	639,088.80	0.00	0.00	639,088.80

Assistant Directors: \$3,500 each (same as past years)

Adam LoPresti
Kathryn LoPresti

Assistant Director: Unpaid Intern

Kelly Duane

Art Instructor \$1,500 (same as past years)

Danielle Freeman

Head Counselors: \$525 each (same as past years)

Nicholas Kostantas
Brett Berger
Michael Banovic
Joseph Mirza
Nick Leiva
Brittney Gayed

Heather Poleway
Allison Murphy
Stephanie Rossi
Rachel Paulsen
Erin Buquicchio
Mollie Moran (Art)

Assistant Counselors: \$400 each (same as past years)

Daniel Kabo
Jordan Murphy
Hannah Kimball
Samantha Kavashansky
Paul Dobrow
Alexander Kostantas
Eddie Walker
Nicholas DiMassimo

John Santos
Isabel Ulanday
Erica Litmanov
Ally Lum
Rachel Aschenbrand
Kaia Paulsen
Gabriella Mirza
Amanda Kern

CITs (Volunteer)

Ethan Kosoy
Matias Murillo
Jay Lee
Benny Bautista
Dean Bohus
Corey Lydon
Jonah Sapperstein
Sean Manole
Charles Geanopoulos
Juliana Kubicka
Grayson Catherwood
Nicole Linder
Julia Capparelli
Larissa Aquaviva
Sophia Resendes
Samantha Chin

Jenny Culvert
Michelle Gallucci
Zoe Geanopoulos (Art)
Emily Maradiaga (Art)
Caity Parkes (Art)
Emily Kern (Field Activity)
Karen Kim (Field Activity)
Marissa Mendola
Samantha Saoud
Laura Varano
Amelia Kavashansky
Alyssa Ciano
Hailey Mirkovic
Sophia Bucello
Kelly McCarty

Media Consultants LLC

6 Woodlands Hills Drive Sussex NJ 07461

P (973) 670-5638 F (973) 702-7618

Borough of MontVale Studio Manager Proposal:

Meeting Coverage

- Monthly crewing & production of regularly scheduled monthly meeting

Channel Playback & Scheduling

- Bimonthly importing & formatting of external content as directed by the Borough
 - Creation of a dynamic programming grid to raise resident awareness

Community Bulletin Board

- Bimonthly creation & posting of Borough approved announcements
- Activation of NJ Emergency Management Announcements (remote access)

Show Production

- Once a month production of community content from Borough studio facility

Volunteer Coordination & Training

- Coordination of volunteers to meet the needs of the MontVale studio
- Conduct biannual open house and training sessions for interested volunteers

Terms of Agreement:

*In exchange for the production support detailed above, the Borough of Montvale agrees to pay **Media Consultants LLC** an annual figure of **\$18,180** annually billed quarterly as follows:*

\$4,545.00 ... paid upon acceptance/execution of this proposal

\$4,545.00 ... paid 90 days after the initial payment

\$4,545.00 ... paid 180 days after the initial payment

\$4,545.00 ... paid 270 days after the initial payment

*Both parties reserve the right to cancel this agreement given 60 day written notice.

Maureen Iarossi

From: Damiani, Michelle <DAMIANIM@oru.com>
Sent: Thursday, May 11, 2017 3:55 PM
To: Maureen Iarossi
Cc: Mike Ghassali; 'Andrew Hipolit' (AHipolit@maserconsulting.com); Donovan, Mike
Subject: RE: Rockland Electric Company Grand Avenue Substation Demolition - May 2017
<External Sender>

Dear Maureen

Rockland Electric Company does not have any plans to remove the siren pole.
Rockland Electric Company does not have any plans to sell the property at this time.
The fence around the substation will remain.

Regards, Michelle

From: Maureen Iarossi [mailto:miarossi@montvaleboro.org]
Sent: Thursday, May 11, 2017 11:12 AM
To: Damiani, Michelle
Cc: Mike Ghassali; 'Andrew Hipolit' (AHipolit@maserconsulting.com)
Subject: RE: Rockland Electric Company Grand Avenue Substation Demolition - May 2017 <External Sender>

EXTERNAL SENDER. Do not click on links if sender is unknown and never provide user ID or pass

Michelle,

Thank you for the update and speaking to me this morning.

Please provide for definite clarification of the following:

The Fire Alerting Siren which is located on the Orange & Rockland property and pole is **NOT** going to be removed.

The Fire Alerting Siren will in fact stay on the current O&R pole.

And the property is **NOT** for sale.

I will need this immediately to send to the full Governing Body.

Thank you,

Maureen Iarossi-Alwan
Administrator/Municipal Clerk
Borough of Montvale
12 Mercedes Drive
Montvale, New Jersey 07645
201-391-5700 ext. 219
201-391-9317 (fax)

