

**AGENDA
PUBLIC MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
September 14, 2023
Closed Executive Session to Commence 7:00PM
Meeting to Commence 7:30PM**

CLOSED/EXECUTIVE SESSION:

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

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

- a. Attorney Client Privilege – Contract Negotiations
- b. Attorney Client Privilege – 127 Summit Ave

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

ROLL CALL:

Councilmember Arendacs	Councilmember Lane
Councilmember Cudequest	Councilmember Roche
Councilmember Koelling	Councilmember Russo-Vogelsang

POLICE CHIEF, DOUG MCDOWELL, QUARTERLY REPORT

ORDINANCES:

PUBLIC HEARING OF ORDINANCE NO. 2023-1542 AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 385 OF THE BOROUGH CODE TO DESIGNATE TWO STOP INTERSECTIONS AND REMOVE ONE YIELD INTERSECTION

MEETING OPEN TO PUBLIC

Agenda Items Only

MEETING CLOSED TO PUBLIC

Agenda Items Only

MINUTES:

August 10, 2023

CLOSED/EXECUTIVE MINUTES:

August 10, 2023

RESOLUTIONS: (CONSENT AGENDA*)

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

- 180-2023 A Resolution Confirming the Borough's Applicable Bid Threshold and Authorizing The Qualified Purchasing Agent to Award "Window Contracts"
- 181-2023 Authorize Release of Escrow – Island Pump & Tank, LLC – 128 Chestnut Ridge Road Block 2602 – Lot 4
- 182-2023 Amending Resolution 144-2022 Awarding a Professional Services Contract to Community Grants, Planning & Housing ("CGP&H") for Professional Housing Rehabilitation Services
- 183-2023 Authorize Hiring - Part Time Alternate Crossing Guard – Arlene O'Brien
- 184-2023 Resolution Awarding a Contract to Key Tech Laboratories for Core Sampling and Testing - NJDOT State Aid FY2022 Summit Ave Roadway Improvements
- 185-2023 A Resolution Awarding a Contract to C. Dougherty & Co., Inc. for 60-Ton HVAC Roof Unit Installation Project for Montvale Borough Hall
- 186-2023 Resolution Awarding a Contract to Winner Ford of Cherry Hill Pursuant to State Contract #20-FLEET-01189 for the Purchase of a 2024 Ford F150 4 X 4 for Montvale Fire Department
- 187-2023 Authorize Release of Escrow – Donald Stoneham – 32 Bryan Drive - Block 706 – Lot 3
- 188-2023 Authorize Change Order No. 1 - 2023 Road Improvement Program - DLS Contracting, Inc.
- 189-2023 A Resolution Awarding a Contract to Atlantic, Tomorrow's Office Pursuant to NJ State Contract 40467 for a 60-Month Lease for One (1) IMC6010 RICOH Color Copier/Printer/Scanner for Use by the Montvale Building Department
- 190-2023 Requesting Approval Of Items Of Revenue And Appropriation N.J.S.A. 40a:4-87 – Clean Communities Grant
- 191-2023 Requesting Approval Of Items Of Revenue And Appropriation N.J.S.A. 40a:4-87 – Alcohol Education And Rehabilitation Fund
- 192-2023 Requesting Approval Of Items Of Revenue And Appropriation N.J.S.A. 40a:4-87 – Body Armor Grant - State Share
- 193-2023 Requesting Approval Of Items Of Revenue And Appropriation N.J.S.A. 40a:4-87 – Huff Park Playground Improvements
- 194-2023 A Resolution Awarding a Contract to Ben Shaffer Recreation, Inc. Pursuant to ECSNJ Contract #65MCECCPS for the Huff Park Playground Improvements Project – Proposal 1443
- 195-2023 A Resolution Awarding a Contract to Ben Shaffer Recreation, Inc. Pursuant to ECSNJ Contract #65MCECCPS for the Huff Park Playground Improvements Project – Proposal 1442

BILLS:

REPORT OF REVENUE:

COMMITTEE REPORTS:

ENGINEER'S REPORT:

Andrew Hipolit
Report/Update

ATTORNEY REPORT:

Dave Lafferty, Esq.
Report/Update

ADMINISTRATOR REPORT:

Joe Voytus
Report/Update

UNFINISHED BUSINESS:

None

NEW BUSINESS:

None

COMMUNICATION CORRESPONDENCE:

None

MEETING OPEN TO THE PUBLIC:

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

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

MEETING CLOSED TO THE PUBLIC:

ADJOURNMENT:

Next Meeting of the Mayor & Council to be held on Tuesday, September 26th, 2023 at 7:30pm

*******Disclaimer***** Subject to Additions And/Or Deletions**

**BOROUGH OF MONTVALE
ORDINANCE NO. 2023-1542**

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 August 10, 2023 and that said Ordinance will be taken up for further consideration for final passage at a regular meeting of the Mayor and Council to be held on September 14, 2023 at 7:30pm or as soon thereafter as said matter can be reached, at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning same.

Frances Scordo, Municipal Clerk
Borough of Montvale

AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 385 OF THE BOROUGH CODE TO DESIGNATE TWO STOP INTERSECTIONS AND REMOVE ONE YIELD INTERSECTION

WHEREAS, the intersection of Kinderkamack Road and Magnolia Avenue has been the location of a number of accidents in recent years; and

WHEREAS, the County of Bergen did conduct a study to determine how to improve traffic safety at this intersection; and

WHEREAS, the Borough Engineer did also conduct a study to determine whether "Stop" signs would be warranted for all cars entering Kinderkamack Road either southbound or eastbound off Magnolia Avenue; and

WHEREAS, it was recommended that the Borough adopt an ordinance designating the intersection of Magnolia Avenue and Kinderkamack as a "Stop" intersection either southbound or eastbound off Magnolia Avenue; and

WHEREAS, because this area is under the jurisdiction of the County of Bergen, the County must concur with the Borough's request to place "Stop" signage at the relevant intersection; and

WHEREAS, the County has indicated that it does concur with this request and will install the necessary signage.

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

Section 1. Chapter 385, Section 41, is hereby amended and supplemented by adding the following two intersections to Schedule VIII – Stop Intersections," as follows:

§385-41 Schedule VIII – Stop Intersections.

Intersection	Stop Sign On
Magnolia Avenue and Kinderkamack Road	Magnolia Avenue, southbound
Magnolia Avenue and Kinderkamack road	Magnolia Avenue, eastbound

Section 2. Chapter 385, Section 42, is hereby amended by removing the following intersection from "Schedule IX – Yield Intersections," as follows:

§385-42 Schedule IX – Yield Intersections.

Intersection	Yield Sign On
Kinderkamack Road and Magnolia Avenue	Magnolia Avenue

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.

MICHAEL GHASSALI, Mayor

ATTEST:
FRANCES SCORDO
Municipal Clerk

INTRODUCTION: 8-10-23

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

ADOPTED: 9-14-23

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

**PUBLIC MEETING
MINUTES**

The Public Meeting of the Mayor and Council was held in Council Chambers and called to order at 7:31PM. Adequate notification was published in the official newspaper of the Borough of Montvale. Master Sergeant Dieter Koelling led the Pledge of Allegiance to the Flag, and roll call was taken.

OPEN PUBLIC MEETING STATEMENT

Adequate notice of this meeting was provided to The Bergen Record 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, Dave Lafferty; Administrator, Joe Voytus; Borough Engineer, Andy Hipolit; Municipal Clerk, Fran Scordo and Deputy Clerk, Carol Manhart

ROLL CALL:

Councilmember Arendacs	Councilmember Lane - absent
Councilmember Cudequest	Councilmember Roche
Councilmember Koelling	Councilmember Russo-Vogelsang

ORDINANCES:

PUBLIC HEARING OF ORDINANCE NO. 2023-1541 ORDINANCE APPROPRIATING \$40,000 FROM THE CAPITAL IMPROVEMENT FUND TO FUND THE PROCUREMENT OF MUNICIPAL MANAGEMENT HARDWARE AND SOFTWARE FOR THE BOROUGH OF MONTVALE

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

SECTION 1. \$40,000 from the Capital Improvement Fund is hereby appropriated to fund the procurement of municipal management hardware and software for the Borough of Montvale.

SECTION 2. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

SECTION 3. This ordinance shall take effect after final adoption and publication and otherwise as provided by law.

A motion Introduced for second reading **Ordinance No. 2023-1541** by Councilmember Cudequest; seconded by Councilmember Koelling; Clerk read by title only.

Motion to open meeting to public by Councilmember Russo-Vogelsang; seconded by Councilmember Cudequest - all ayes

No Public Comment

Motion to close meeting to the public by Councilmember Koelling; seconded by Councilmember Russo-Vogelsang - all ayes

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

INTRODUCTION OF ORDINANCE NO. 2023-1542 AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 385 OF THE BOROUGH CODE TO DESIGNATE TWO STOP INTERSECTIONS AND REMOVE ONE YIELD INTERSECTION (public hearing 9-14-23)

A motion to Introduce Ordinance **2023-1542** for first reading was made by Councilmember Cudequest; seconded by Councilmember Roche; Clerk read by title only; Councilmember Roche made a motion that this ordinance be passed on first reading and advertised in The Bergen Record; seconded by Councilmember Cudequest - a roll call was taken - all ayes

Councilmember Cudequest mentioned that the signs are already up. The borough engineer Stated that their have been multiple accidents traveling southbound on Kinderkamack Road just passed Magnolia. A brief discussion between the County and Montvale it was decided that a barrier is warranted.

MEETING OPEN TO PUBLIC:

Agenda Items Only

Motion to open meeting to the public by Councilmember Cudequest; seconded by Councilmember Russo-Vogelsang - all ayes

No Public Comment

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

MEETING CLOSED TO PUBLIC:

Agenda Items Only

MINUTES:

July 25, 2023

A motion to accept minutes by Councilmember Cudequest; seconded by Councilmember Koelling - all ayes with the exception of Councilmembers Arendacs, Roche and Russo-Vogelsang abstaining

CLOSED/EXECUTIVE MINUTES:

None

RESOLUTIONS:

171-2023 Refund Overpayment of Taxes - Due to Veteran Exempt Status – Jeffrey Auer

WHEREAS, a resolution authorizing the Borough of Montvale to refund the following overpayment of taxes; and

WHEREAS, the owner of 26 Cottage Ave., Jeffrey Auer, is totally exempt from taxes due to his Veteran status; and

WHEREAS, Mr. Auer's mortgage company made a payment in error, which resulted in an overpayment of taxes in the amount of \$2,677.52; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey, that the Tax Collector be and is hereby authorized to refund in the amount of \$2,677.52 to Jeffrey Auer, 26 Cottage Ave., Montvale, NJ 07645

Introduced by: Councilmember Roche; seconded by Councilmember Roche - a roll call vote was taken - all ayes with the exception of Councilmember Koelling

172-2023 Refund Overpayment of Taxes - Due to Veteran Exempt Status – Stephen Domenick

WHEREAS, a resolution authorizing the Borough of Montvale to refund the following overpayment of taxes; and
WHEREAS, the owner of 59 Pennsylvania Ave., Stephen Domenick, is totally exempt from taxes due to his Veteran status; and
WHEREAS, Mr. Domenick’s mortgage company made a payment in error, which resulted in an overpayment of taxes in the amount of \$2,531.10; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey, that the Tax Collector be and is hereby authorized to refund in the amount of \$2,531.10 to Stephen Domenick, 59 Pennsylvania Ave., Montvale, NJ 07645

Introduced by: Councilmember Cudequest; seconded by Councilmember Russo-Vogelsang - a roll call vote was taken - all ayes with the exception of Councilmember Koelling abstaining

RESOLUTIONS: (CONSENT AGENDA*)

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

173-2023 A Resolution Authorizing the Transfer of Montvale’s Public Assistance Program to the Bergen County Board of Social Services Effective September 6, 2023

WHEREAS, the State of New Jersey funds a Public Assistance Program which is administered at the local level in Montvale by the Local Assistance Board and the Director of Public Assistance pursuant to N.J.S.A. 44:8-107, et seq., and

WHEREAS, the Borough has investigated the feasibility of transferring Montvale’s Public Assistance Program to the Bergen County Board of Social Services for administration; and

WHEREAS, pursuant to N.J.S.A. 44:8-145.1, Montvale may, by mutual agreement with Bergen County, transfer to the Bergen County Board of Social Services the financial and operational responsibility for the administration of the Public Assistance Program under N.J.S.A. 44:8-107, et seq. to Montvale residents; and

WHEREAS, in the event of a transfer, also pursuant to the said statute, the municipal welfare agency is to be abolished and its functions, powers and duties transferred to the Bergen County Board of Social Services no later than the 60th day after the effective date of the transfer; and

WHEREAS, the Mayor and Council find that it is in the best interests of the Borough and its residents to transfer the Public Assistance Program in Montvale to the Bergen County Board of Social Services; and

WHEREAS, there shall be no cost to Montvale, and the effective date of the transfer shall be September 6, 2023, to ensure there is no disruption in services.

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

1. The Mayor, Clerk, Administrator and all other appropriate officials, officers and employees are hereby directed, authorized and empowered to transfer Montvale’s Public Assistance Program to the Bergen County Board of Social Services in accordance with the applicable statutes and regulations and this Resolution, the transfer taking effect September 6, 2023, including but not limited to the following:

- a. On or before September 6, 2023, or as soon thereafter as reasonably practicable, Montvale shall send all open cases a letter informing residents that their Public Assistance cases will be administered by the Bergen County Board of Social Services.
 - b. On or before September 6, 2023, or as soon thereafter as reasonably practicable, Montvale shall make appropriate arrangements to transfer the physical files of the open and any pending cases in Montvale to the Bergen County Board of Social Services.
2. The Mayor and Borough Clerk are hereby directed, authorized and empowered to execute any agreement as may be required by law with the Bergen County Board of Social Services necessary to effectuate the transfer as described in this Resolution.
 3. The applicable provisions of the Borough Ordinances, if any, shall be amended by ordinance as may be necessary to reflect this transfer of the Public Assistance Program to the Bergen County Board of Social Services.
 4. A certified copy of this Resolution shall be forwarded to the Bergen County Board of Social Services and the State of New Jersey, Department of Human Services.

174-2023 Authorize Performance Surety Bond Reduction and Cash Bond Reduction, Toll Brothers, Inc. - Village Springs at Montvale – 2 Paragon Drive – Block 1903, Lot 7

WHEREAS, Toll Brothers, having offices at 250 Gibraltar Road, Horsham, PA 19044 has requested a reduction in both Bond #30090402 Western Surety Company and cash bond for their performance guarantees; and

WHEREAS, in a letter dated July 28, 2023 which is attached to this resolution, Colliers Engineering & Design, takes no exception to the reduction in their performance bonds; and

WHEREAS, as recommended by the Borough Engineer the performance bond shall be reduced by \$81,722.00 and the Cash portion of the bond be reduced by \$8,870.00 and shall be maintained to assure all uncompleted improvements are completed.; and

WHEREAS, total remaining balance \$26,522.00; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that the Municipal Clerk is hereby authorized to issue the reduction in the performance bonds as stated above for Toll Brothers, 250 Gibraltar Road, Horsham, PA 19044

BE IT FURTHER RESOLVED, Toll Brothers, Inc., Village Springs at Montvale, shall provide the Borough of Montvale with a new surety bond in the amount \$23,681.00 and the Borough Treasurer shall receive a copy of the resolution for the processing.

175-2023 A Resolution Urging the Village of Chestnut Ridge to Update the Area Traffic Study to Accurately Reflect the Impact of the Proposed Warehouse/ Distribution Center Project on Triangle Properties

WHEREAS, Maser Consulting did previously conduct an Area Traffic Study for the Village of Chestnut Ridge dated December 29, 2020, and revised on February 3, 2021, concerning the Red Schoolhouse Road corridor; and

WHEREAS, Red Schoolhouse Road turns into Spring Valley Road at the NJ/NY border, and the traffic on said road has a significant impact on residents of Montvale and the County of Bergen; and

WHEREAS, the Area Traffic Study contained a number of recommendations for roadway improvements necessitated by the anticipated development on the Red Schoolhouse Road corridor; and

WHEREAS, included in that analysis was the assumed use of certain real property known as the "Triangle Properties," for which a retail shopping center of approximately 137,500 square feet was then proposed; and

WHEREAS, the proposed use for the Triangle Properties now consists of a warehouse/distribution center that would generate significant heavy truck traffic along the Red Schoolhouse Road and Spring Valley Road corridor, which would have significant impact on those and other roads in the area as well as on the properties along said roads which include residential uses; and

WHEREAS, the proposed warehouse/ distribution center use at the Triangle Properties would result in traffic patterns and intensity that are quantitatively and qualitatively different from those analyzed in the Area Traffic Study; and

WHEREAS, as a result of this change in the traffic patterns and intensity in this area, it is the position of the Borough of Montvale that the findings and recommendations contained in the Area Traffic Study are no longer valid; and

WHEREAS, the Borough contends that the findings and recommendations of the Area Traffic Study should not be relied upon by the Village of Chestnut Ridge or any other body having jurisdiction over the Triangle Properties project without being updated to include accurate traffic data for the new proposed use of the Triangle Properties.

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

1. The foregoing recitals are incorporated herein as if set forth at length.
2. The Borough of Montvale does formally request that the Village of Chestnut Ridge compel the applicant for the proposed warehouse/ distribution center use at the Triangle Properties to fund an updated Area Traffic Study on behalf of the Village of Chestnut Ridge taking into account the most recent and accurate information concerning the proposed uses of the properties in the Red Schoolhouse Road corridor.
3. The Borough of Montvale does hereby urge the Village of Chestnut Ridge, the Planning Board of the Village of Chestnut Ridge and any other governmental body having jurisdiction to deny and/or withhold any approvals unless and until an updated Area Traffic Study is produced that analyzes the true impact of the proposed development at Triangle Properties upon the Red Schoolhouse Road corridor, the Spring Valley Road corridor, and the properties along said roads.
4. The Borough Clerk is hereby directed to forward a certified copy of this resolution to the Village of Chestnut Ridge and to the Village of Chestnut Ridge Planning Board.

176-2023 A Resolution Awarding a Contract to Atlantic, Tomorrow's Office Pursuant to NJ State Contract 40467 for 60-Month Leases for One (1) IMC6000G Ricoh Color Copier/Printer/Scanner/Fax and One (1) IM5000G Ricoh Black and White Copier/Printer/Scanner/Fax Including the Buyout of the Borough's Current Leases

WHEREAS, the Borough has a need to procure one color copier/printer for use by the administration staff, and one black and white copier/printer for use by the Police Department; and

WHEREAS, the Borough currently has two leases for its existing copiers that expire in March and April of 2024, respectively; and

WHEREAS, the Borough's color copier in particular has become increasingly unreliable, with multiple service visits required due to printer jams and printing errors; and

WHEREAS, pursuant to N.J.S.A. 40A:11-12a and N.J.C.A. 5:34-7.29(c), the Borough may by resolution and without advertising for bids, purchase any goods or services under the State of New

Jersey Cooperative Purchasing Program for any State Contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, the Borough did solicit quotes from Ricoh USA, Inc. and Atlantic, both under State Contract 40467, for One (1) IMC6000G Ricoh Color Copier/Printer/Scanner/Fax and One (1) IM5000G Ricoh Black and White Copier/Printer/Scanner/Fax; and

WHEREAS, Atlantic submitted a proposal dated August 7, 2023, a copy of which is attached hereto, which consists of a monthly cost of \$670.42 per month, \$104.83 less than that proposed by Ricoh USA; and

WHEREAS, Atlantic's pricing results in savings of \$279.42 per month over the Borough's current costs, and Atlantic will buy out the remaining months on the Borough's existing leases; and

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

NOW THEREFORE BE IT RESOLVED, as follows:

1. The Borough of Montvale does approve the attached Quote from Atlantic, Tomorrow's Office, 400 Broadacres Drive, Bloomfield, New Jersey 07003, for 60-Month Leases for One (1) IMC6000G Ricoh Color Copier/Printer/Scanner/Fax and One (1) IM5000G Ricoh Black and White Copier/Printer/Scanner/Fax.
2. The Mayor, Borough Clerk and/or Borough Administrator are hereby directed, authorized and empowered to execute an agreement with Atlantic, Tomorrow's Office, consistent with this resolution.
3. This resolution shall take effect immediately.

177-2023 A Resolution Awarding a Contract to Dell Marketing, LP for One (1) PowerEdge T550 – 5 YR Server Pursuant to NJ State Contract M0483/19TELE00656

WHEREAS, the Borough has a need to procure One (1) PowerEdge T550 – 5 YR Server for use by the Borough Administration Department to help enhance network security; and

WHEREAS, pursuant to N.J.S.A. 40A:11-12a and N.J.C.A. 5:34-7.29(c), the Borough may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State Contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, the Borough did solicit a quote from Dell Marketing, LP for this server under State Contract M0483/19TELE00656; and

WHEREAS, Dell Marketing submitted a proposal dated August 1, 2023, a copy of which is attached hereto, in the amount of \$6,460.40; and

WHEREAS, the Borough's IT Consultant has recommended that the Borough award this contract pursuant to the August 1, 2023 Proposal; and

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

NOW THEREFORE BE IT RESOLVED, as follows:

1. The Borough of Montvale does approve the attached Quote from Dell Marketing, LP, One Dell Way, Mail Stop 8129, Round Rock, Texas, 78682, for One (1) PowerEdge T550 – 5 YR Server.
2. The Mayor, Borough Clerk and/or Borough Administrator are hereby directed, authorized and empowered to execute an agreement with Dell Marketing, LP, consistent with this resolution.
3. This resolution shall take effect immediately.

178-2023 A Resolution Awarding a Contract to DLS Contracting for the Montvale 2023 Road Program

WHEREAS, the Borough of Montvale has a need to procure construction services for the 2023 Road Program in the Borough; and

WHEREAS, the Borough of Montvale, in accordance with the laws of the State of New Jersey, publicly advertised for the receipt of bids under specifications for the Montvale 2023 Road Program; and

WHEREAS, seven (7) bids were received on August 8, 2023; and

WHEREAS, after receipt and review of the three (3) lowest bids received, the Borough of Montvale has determined that DLS Contracting is the lowest responsible bidder for this contract, for the Base Bid plus Alternates "A", "B", "C", and "D"; and

WHEREAS, the Chief Financial Officer of the Borough has certified that funds have been appropriated and are available for this purpose, a copy of said certification attached to the original copy of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that a contract is hereby awarded as follows:

Contractor

DLS Contracting, Inc.
36 Montesano Road
Fairfield, New Jersey 07004

Contract Amount

Base:	\$488,152.02
Alternate "A":	\$ 36,850.00
Alternate "B":	\$ 26,055.50
Alternate "C":	\$ 57,936.65
Alternate "D":	\$100,422.50
TOTAL:	\$709,416.67

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby directed, authorized and empowered to execute all documents necessary to effectuate the purposes of this Resolution, consistent with the Borough's bid specifications and applicable law, subject to approval as to form by the Borough Attorney.

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

179-2023 Award Professional Service Contract to Colliers Engineering & Design for Engineering Services Limited Phase II Environmental Site Assessment for Craig Road and Summit Ave, Block 1903, Portion of Lot 3 and 5

WHEREAS, the Borough of Montvale has deemed it necessary to engage the professional services of an Engineer to provide professional services for conducting a Limited Phase II Assessment of the property located at Summit Ave and Craig Road; 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, Colliers Engineering & Design, 400 Valley Road, Suite 304, Mt. Arlington, NJ 07856 has submitted a detailed proposal of services dated August 8, 2023 to provide the engineering services which is attached to the original of this resolution, and

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

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

- 1) That the proposal for the scope of engineering services is attached to this resolution which is made part of this resolution shall be awarded to Colliers Engineering & Design.
- 2) That the following be provided: See detailed proposal attached to the original of this resolution dated August 8, 2023

- 3) The cost not to exceed shall be \$53,000.00. 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 DePiero Drive, Montvale, NJ 07645.

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

BILLS: Administrator read the Bill Report.

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

REPORT OF REVENUE: Administrator read the Report of Revenue – July

COMMITTEE REPORTS:

Councilmember Russo-Vogelsang

No report

Councilmember Koelling

Police

Monthly report included in original minutes. Community event "Touch-a-Truck" on Aug 15th from 3-6pm at Memorial Drive;

Planning Board

Montvale Grove was approved.

Councilmember Cudequest

Library

The adults summer reading program has over 100 participants and they are still expecting more; registration continues on August 24th from 7am-5pm; Also on August 24th, the Kootz Band will be performing from 6-7:30pm at the Reading Garden. The children's summer reading program was completed on August 2nd with a tie-dye event and Uncle Louie G's Italian Ice truck attended. Library offers e-books and other online material, Canopy is a movie streaming service, it can be used with a valid library card, also available is Hoopladigital.com

TV Access

New interviews in September with Construction Code Official, Chris Gruber and Police Officer Robert Klecha, Borough Attorney, Dave Lafferty and Montvale artist Carol McDonald, she created the Octogan House logo.

Board of Health

Will resume their meeting starting on September 5th

Councilmember Roche

MAL

Working on revamping the background checks, it has been 3 years, they will start to notify people before they expire; revamping the coach selection process. New President is Scott Branchini

Special Events

Day in the Park is scheduled for September 9, rain date September 10

Environmental Commission

They added some boulders along the Memorial trail; continues to work with ERI(Environmental Resource Inventory); looking to update the tree ordinance.

Council President Arendacs

DPW

Status quo; continuing with lawn maintenance and clearing the sewer grates

ENGINEER'S REPORT:

Andrew Hipolit

Report/Update

Summit Ave paving project has been completed. It has been reported that there are a few trenches in the road due the water mains that were installed, Veolia will come back in the Spring to fix it. Awarded the contract for the road program which should start in a few weeks; Terkuile Road is under design and will be paved in the Spring.

ATTORNEY REPORT:

David Lafferty, Esq.

Report/Update

Borough closed on the sale of Railroad Ave parking lot

ADMINISTRATOR REPORT:

Joe Voytus

Report/Update

Pickleball courts repairs are underway; the feature on Montvale will be coming out this month in Business View Magazine; kick-off meeting with GovPilot, the first few items that hopefully will be Up and running in a month or so is OPRA and Report a Problem, this will make it easier for residents to go to our website and submit an issue.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

- a. Discussion – Failure to construct or maintain sidewalks

This has been moved to next meeting

COMMUNICATION CORRESPONDENCE:

- a. County of Bergen NJDOT

This letter was to inform the borough that the County has been delayed with their NJDOT projects by Trenton.

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 Roche; seconded by Councilmember Koelling - all ayes

Bob Cicchino, 509 Premier Way

In regards to the proposed project in Chestnut Ridge, NY, he is urging to have a revised traffic study done. The borough administrator mentioned that the next scheduled meeting of the Chestnut Ridge Planning Board meeting is August 28th, we will have a representative from Colliers there.

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

MEETING CLOSED TO THE PUBLIC:

ADJOURNMENT:

Motion to adjourn Public Meeting by Councilmember Koelling; seconded by Councilmember Cudequest - all ayes

Meeting was adjourned at 8:15pm

Regular Meeting of the Mayor & Council to be held at 7:30pm on Thursday, September 14, 2023

Respectfully submitted, Frances Scordo, Municipal Clerk

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 180-2023**

A Resolution Confirming the Borough’s Applicable Bid Threshold and Authorizing The Qualified Purchasing Agent to Award “Window Contracts”

WHEREAS, the State of New Jersey increased the public bid threshold to a maximum of \$44,000.00 effective as of July 1, 2020 pursuant to N.J.S.A. 40A:11-3; and

WHEREAS, N.J.S.A. 40A:11-3(a) permits a municipality to increase the public bid threshold to this maximum of \$44,000.00 if the municipality appoints a Qualified Purchasing Agent (“QPA”) pursuant to N.J.S.A. 40A 11-9c who is granted the authorization to negotiate the award of contracts which are below the public bid threshold; and

WHEREAS, the Borough of Montvale did previously appoint Christine Kalafut as QPA for the Borough; and

WHEREAS, Sections 11 and 12 of the Elections Transparency Act amend N.J.S.A. 19:44A-20.4 and 20.5, respectively, to clarify that the governing body of a municipality or county (or any agency or instrumentality thereof) may delegate the authority to award a contract having an anticipated value in excess of \$17,500 but below the increased bid threshold of a Local Public Contracts Law contracting unit with a qualified purchasing agent (i.e., a “window contract”) to the QPA; and

WHEREAS, the Borough of Montvale desires to take advantage of the increased public bid threshold and authorize the QPA to award so-called “window contracts.”

NOW, THEREFORE BE IT RESOLVED, that the Borough of Montvale does hereby confirm its public bid threshold of \$44,000.00; and

BE IT FURTHER RESOLVED that the Borough’s appointed Qualified Purchasing Agent is hereby authorized and empowered to award “window contracts” between \$17,500.00 and \$44,000.00, consistent with applicable law.

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

Adopted: September 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 181-2023**

RE: Authorize Release of Escrow – Island Pump & Tank, LLC – 128 Chestnut Ridge Road Block 2602 – Lot 4

WHEREAS, Island Pump & Tank, LLC with offices located at 40 Doyle Court, East Northport, NY 11731 have requested release of escrow posted for 128 Chestnut Ridge Road, Block 2602, Lot 4; and

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

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale hereby release escrow to Island Pump & Tank, LLC in the amount of \$234.00; and

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

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

Adopted: September 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

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

7/11/2023

BLOCK 2602 LOT 4

APPLICANT: Island Pump and Tank LLC.

ADDRESS 128 Chestnut Ridge Road

40 Doyle Court

East Northport, NY 11731

SIGN OFFS

DEPARTMENT	NAME	SIGNATURE	DATE
FINANCE	Christine Kalafut	<i>Christine Kalafut</i>	8/23/23
ENGINEERING	D. Sheth/A. Hipolit	<i>Christine Baker / see attached</i>	7-11-23
CONSTRUCTION	J. Fondacaro/C. Gruber	<i>Christine Baker / see attached</i>	8-2-23
TAX COLLECTOR			
POLICE			
FIRE			
DPW			
ENVIRONMENTAL COMM			
PLANNING BOARD ATTY	Robert Regan	<i>Christine Baker / see attached</i>	8-3-23
PLANNING BOARD	Lorraine Hutter	<i>Christine Baker / see attached</i>	8-22-23
LAND USE ADMINISTRATOR- FINAL SIGNATURE	Joe Voytus	<i>[Signature]</i>	8-23-23
		RELEASE DATE:	
ACCOUNT #	E-08-00-219-16A	\$234.00	AMOUNT: \$234.00

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 182-2023**

RE: Amending Resolution 144-2022 Awarding a Professional Services Contract to Community Grants, Planning & Housing (“CGP&H”) for Professional Housing Rehabilitation Services

WHEREAS, in an effort to keep all our Professional Service Agreements renewing for every January 1st, the Borough of Montvale and CGP&H have agreed to a 4-month extension of contract good through December; and

WHEREAS, a new contract will be executed in January 2024;and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale that a professional services contract is hereby extended for a 4-month period through December 2023 for housing rehabilitation services in accordance with the terms and conditions set forth in the original proposal and rates dated August 25, 2022.

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

Adopted: September 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

Carol Manhart

From: Carol Manhart
Sent: Thursday, August 10, 2023 12:20 PM
To: Salvatore Trapani
Subject: RE: Professional Service Agreement

Yes. Our attorney said we will approve a 4-month extension with a resolution and begin a new contract for January 2024. Our next Council meeting will be on September 14th. After the governing body approves, I will forward you a copy of the resolution.

Thank you!

Carol

Carol Manhart

Assistant to Borough Administrator

Municipal Deputy Clerk

Safety Coordinator

Website Coordinator

Borough of Montvale

12 DePiero Drive

Montvale, NJ 07645

201-391-5700 ext. 284

From: Salvatore Trapani <strapani@cgph.net>
Sent: Thursday, August 10, 2023 12:11 PM
To: Carol Manhart <cmanhart@montvaleboro.org>
Subject: Re: Professional Service Agreement

Hi Carol,

Has there been any update from the borough attorney? Please let me know.

Thanks!

Salvatore Trapani

Finance and Administration Manager

strapani@cgph.net

609 642-2833

1249 South River Road, Suite 301

Cranbury, NJ 08512-3633

Fax 609 664-2786

Company Website: www.cgph.net

Home Improvement Program Website: www.hip.cgph.net

Affordable Homes For Sale and Rent: www.affordablehomesnewjersey.com



CGPH

Community Grants, Planning & Housing
Good People. Great Results. Since 1993.

From: Carol Manhart <cmanhart@montvaleboro.org>

Sent: Monday, July 24, 2023 8:57 AM

To: Salvatore Trapani <strapani@cgph.net>

Subject: RE: Professional Service Agreement

Good Morning,

We are waiting for a response from our borough attorney. I will contact you as soon as I know.

Thanks!

Carol

Carol Manhart

Assistant to Borough Administrator

Municipal Deputy Clerk

Safety Coordinator

Website Coordinator

Borough of Montvale

12 DePiero Drive

Montvale, NJ 07645

201-391-5700 ext. 284

From: Salvatore Trapani <strapani@cgph.net>

Sent: Monday, July 24, 2023 8:38 AM

To: Carol Manhart <cmanhart@montvaleboro.org>

Subject: Re: Professional Service Agreement

Good Morning Carol,

Just checking in on the below. Would this work for the Boro? Please let me know.

Thank You!

Salvatore Trapani

Finance and Administration Manager

strapani@cgph.net

609 642-2833

1249 South River Road, Suite 301

Cranbury, NJ 08512-3633

Fax 609 664-2786

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CGPH

Community Grants, Planning & Housing
Good People. Great Results. Since 1993.

From: Salvatore Trapani <strapani@cgph.net>
Sent: Thursday, July 20, 2023 1:43 PM
To: Carol Manhart <cmanhart@montvaleboro.org>
Subject: Re: Professional Service Agreement

Hi Carol,

I spoke to our company President, Randy, and he would like to know if the Boro would be able to pass a resolution extending the term date of the contract rather than submit a new amendment. We would not require any additional Not-to-Exceed authorizations. Additionally, we would be able to freeze our rates through December, although our typical billing rate has increased by \$4 per hour.

Please let me know.

Thank You,

Salvatore Trapani

Finance and Administration Manager

strapani@cgph.net

609 642-2833

1249 South River Road, Suite 301

Cranbury, NJ 08512-3633

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CGPH

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Good People. Great Results. Since 1993.

From: Carol Manhart <cmanhart@montvaleboro.org>

Sent: Tuesday, July 18, 2023 2:05 PM

To: Salvatore Trapani <strapani@cgph.net>

Subject: RE: Professional Service Agreement

Thank you for the update!

Carol

Carol Manhart

Assistant to Borough Administrator

Municipal Deputy Clerk

Safety Coordinator

Website Coordinator

Borough of Montvale

12 DePiero Drive

Montvale, NJ 07645

201-391-5700 ext. 284

From: Salvatore Trapani <strapani@cgph.net>
Sent: Tuesday, July 18, 2023 1:18 PM
To: Carol Manhart <cmanhart@montvaleboro.org>
Subject: Re: Professional Service Agreement

Good Afternoon Carol,

Mateusz is no longer with CGP&H, unfortunately. I will be your updated contact for contract-related matters. I will work on an amendment to extend our contract through December 2023 and will get it to you as soon as possible.

Thank You,

Salvatore Trapani

Finance and Administration Manager

strapani@cgph.net

609 642-2833

1249 South River Road, Suite 301

Cranbury, NJ 08512-3633

Fax 609 664-2786

Company Website: www.cgph.net

Home Improvement Program Website: www.hip.cgph.net

Affordable Homes For Sale and Rent: www.affordablehomesnewjersey.com



From: Carol Manhart <cmanhart@montvaleboro.org>
Sent: Tuesday, July 18, 2023 10:32 AM
To: Mateusz Pitrus (Shared Mailbox) <mpitrus@cgph.net>
Subject: Professional Service Agreement

Hello Mateusz,

The Professional Service Agreement between CGP&H and the Borough of Montvale will be terminating this upcoming September 13th. In an effort to keep all our Professional Service Agreements renewing for every January 1st, would you send an agreement to extend your current contract through the end of this year and we will renew again for January 1, 2024. Thank you.

Carol

Carol Manhart

Assistant to Borough Administrator

Municipal Deputy Clerk

Safety Coordinator

Website Coordinator

Borough of Montvale

12 DePiero Drive

Montvale, NJ 07645

201-391-5700 ext. 284

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 183-2023**

RE: Authorize Hiring - Part Time Alternate Crossing Guard – Arlene O’Brien

WHEREAS, the Montvale Police Department desires to hire a part-time alternate crossing guard in the Borough of Montvale; and,

WHEREAS, Arlene O’Brien has met the qualifications for this position, agrees to the terms and conditions of employment; 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 Alternate Crossing Guard, effective June 16, 2023.

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

Adopted: September 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 184-2023**

RE: A Resolution Awarding a Contract to Key Tech Laboratories for Core Sampling and Testing - NJDOT State Aid FY2022 Summit Ave Roadway Improvements

WHEREAS, the Borough of Montvale's was required to conduct Bituminous Concrete Core Sampling & Testing for the 2022 NJDOT Summit Ave Roadway Improvements as required by the NJDOT in order to ensure the pavement has been properly installed prior to the release of final payment; and

WHEREAS, the Borough Engineer has recommended that the Borough award this contract to conduct these services to KeyTech Laboratories, consistent with the August 21, 2023 proposal, a copy of which is attached hereto and made a part hereof; and

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

NOW, THEREFORE, BE IT RESOLVED that the Borough of Montvale hereby accepts the Key Tech Proposal, 210 Maple Place, Keyport, NJ 07735 and authorizes the appropriate officials to execute an agreement and/or purchase order for this work in the amount not to exceed \$1,910.00.

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

Adopted: September 14, 2023

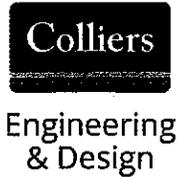
ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

400 Valley Road
Suite 304
Mt. Arlington New Jersey 07856
Main: 877 627 3772



August 21, 2023

Joseph Voytus
Borough Administrator
Borough of Montvale
12 De Piero Drive
Montvale, NJ 07643

Re: Asphalt Coring Quote

NJDOT FY2022 - Summit Avenue Roadway Project
Borough of Montvale, Bergen County, NJ
Colliers Engineering & Design Project No. MVB0028

Dear Mr. Voytus:

Please find the attached proposal from KeyTech Laboratories, 210 Maple Place, Keyport, New Jersey, 07735, in the amount of \$1,910.00, for asphalt coring services for the referenced project. The core-testing services outlined in this proposal are required by the NJDOT in order to ensure the pavement has been properly installed prior to release of the final payment. Based on our review of the attached, we take no exception to the proposal and recommend the award of the contract for these services as outlined in the attached proposal at the next Mayor and Council meeting.

If you have any questions pertaining to this matter, please contact our office.

Sincerely,

Colliers Engineering & Design, Inc.
(DBA Maser Consulting)

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

Andrew Hipolit, PE, PP, CME, CFM, CPWM
Borough Engineer - Discipline Leader

ARH/ds

Attachment

cc: Fran Scordo, Borough Clerk (fscordo@montvaleboro.org)

R:\Projects\M-P\MVB\MVB0028\Correspondence\OUT\230821_arh_Voytus_Summit Avenue_NJDOT_Coring Proposal_MVB0028.docx



210 Maple Place

P.O. Box 48

Keyport NJ 07735

Phone (732)888-8308

Fax (732)888-8307

August 21, 2023

Colliers Engineering & Design
400 Valley Road
Suite 304
Mt. Arlington, NJ 07856

Attn: Mr. Dipti Sheth, P.E.

Re: **Summit Avenue Roadway Improvements**
Limits are inclusive of Spring Valley Road (0+00) – NJ/NY Border (26+40)+/-
HMA Coring Sampling and Testing, per NJDOT Municipal Aid - 2019
Borough of Montvale – County of Bergen, NJ
Key-Tech Job No.: 23-225

Bituminous Concrete Core Sampling and Testing Proposal

Dear Mr. Sheth,

In a follow up to your request, we are pleased to enclose our Proposal of Services pertaining to the above referenced project.

Our laboratory has been inspected and accredited by AASHTO Materials Reference Laboratory since 1990 and we have performed testing services on a multitude of local aid projects throughout the State of New Jersey.

We appreciate the opportunity to submit our proposal. Should you have any questions please do not hesitate to contact me.

Sincerely,

Douglas Reilly

Douglas K. Reilly
GENERAL MANAGER
KEY TECH LABORATORIES

RWS/DR:xp
enc.

Email Address: DReilly@keytechlabs.com

RE: SCOPE OF SERVICES INCLUDED IN OUR COST ESTIMATE

Prjt: **Summit Avenue Roadway Improvements**

Limits are inclusive of Spring Valley Road (0+00) – NJ/NY Border (26+40)+/-

HMA Coring Sampling and Testing, per NJDOT Municipal Aid - 2019

Borough of Montvale – County of Bergen, NJ

Key-Tech Job No.: 23-225

BITUMINOUS CONCRETE CORE SAMPLING

Sampling performed in accordance with NJDOT specifications – ASTM/AASHTO procedures.

- Perform random sampling calculations and sample mark out in field.
- Supply drilling unit and labor to obtain samples of finished pavement.
- The restoration of all core voids shall be made with bituminous concrete patch, conforming to Section 401.03.05 of NJDOT Standard Specifications.

LABORATORY ANALYSIS

Quality Control tests are performed in our AASHTO certified laboratory by a New Jersey SAT Certified Technician in accordance with AASHTO procedures as required by the N.J.D.O.T.

- Bulk specific gravity and void analysis (density) AASHTO procedure T-166.
- Maximum theoretical specific gravity AASHTO procedure T-209.

CALCULATION OF PENALTIES (IF APPLICABLE) AND FINAL REPORT

- Calculation of penalties based upon in-place quantities supplied by client.
- Preparation of the required N.J.D.O.T. final report of test results for submittal to the N.J.D.O.T. for project acceptance and cost reimbursement.

COST ESTIMATE PROPOSAL

Based upon the information supplied, the following number of core samples and tests are required:

1 Lot: Surface Course (5 Cores Extracted / 5 Tests Conducted)

5 each, 6.00" diameter samples to be tested for bulk specific gravity, maximum theoretical gravity, void analysis and thickness measurements.

Our Lump Sum Cost Estimate for this project is \$1,910.00

NOTE: The above cost estimate is inclusive with traffic control provided by Key Tech Laboratories. Should local authorities or traffic conditions warrant lane closures and/or uniformed traffic directors, their cost will be billed to us and included at final invoicing, after authorization from Colliers Engineering and Design.

For final reporting to be completed – the submission of approved Form SA-11 is to be provided along with confirmation of the Final Paving Date. Additionally, the representative NJDOT Local Aid District Office may require Form DS-8 (HMA Summary Report) to be submitted for closeout. This is to be completed by the respective Asphalt Plant OC Technician, unless Key Tech is employed by the Department, per 902.02.04.

Should the Township/Municipality be invoiced for the above requested work, a voucher from the Township / Municipality must be attached at the time of the core request.

Accepted By: _____

Date: _____

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 185-2023**

RE: A Resolution Awarding a Contract to C. Dougherty & Co., Inc. for 60-Ton HVAC Roof Unit Installation Project for Montvale Borough Hall

WHEREAS, the Borough of Montvale has a need for services in connection with the Montvale Borough Hall HVAC Roof Unit Replacement Project; and

WHEREAS, consistent with the New Jersey *Local Public Contract Law, N.J.S.A. 40A:11-1*, et seq., the Borough of Montvale did publicly solicit bids for said project under the title " 60-Ton HVAC Roof Unit Provision and Installation Project for the Borough of Montvale" with bids due on August 29, 2023; and

WHEREAS, said solicitation requested bids for a Base Bid only; and

WHEREAS, in response to said solicitation, five (5) bids were received; and

WHEREAS, the lowest bid for the Base Bid was submitted by C. Dougherty & Co., Inc. in the amount of \$197,000.00; and

WHEREAS, said bid was within the funds allocated for this project; and

WHEREAS, the offices of the Borough Attorney have reviewed these bids and have deemed it responsive to the bid specifications; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, that a contract for the above-referenced project shall be awarded to C. Dougherty & Co., Inc. with offices located 7 Washington Avenue, Paterson, NJ 07503 for Base Bid in the amount of \$197,000.00; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby directed, authorized and empowered to execute all documents and to take all steps reasonably necessary to effectuate the purposes of this Resolution, subject to approval by the Attorney.

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

Adopted: September 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

HUNTINGTON BAILEY, L.L.P.

COUNSELLORS AT LAW

373 KINDERKAMACK ROAD

WESTWOOD, NEW JERSEY 07675

(201) 666-8282

FAX (201) 666-9625

WWW.HUNTINGTONBAILEY.COM

RUSSELL R. HUNTINGTON
WILLIAM J. BAILEY
DERMOT J. DOYLE
SIOBHAN SPILLANE BAILEY *
DAVID S. LAFFERTY
MAURA O'HALLORAN DEEGAN
LEVI J. KOOL •

• Also Member NY Bar
* Also Member PA Bar

August 30, 2023

Mayor and Council
Borough of Montvale
12 DePiero Drive
Montvale, New Jersey 07645

Re: 60-Ton HVAC Roof Unit

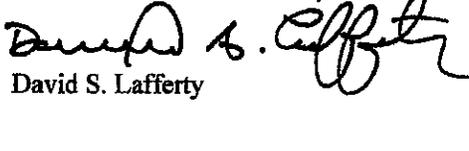
Dear Mayor Ghassali and Members of the Borough Council:

At the request of the Borough Clerk, I have reviewed the three (3) lowest bids received in response to the Notice to Bidders for the above referenced project. The three lowest bids received were from: (1) C. Dougherty & Co.; (2) All County Mechanical; and (3) Bertussi Contracting, Inc.

The Bid Specifications provided for a Base Bid for the removal and replacement of a 60-Ton Condenser Unit on the roof of the Borough of Montvale Municipal Building, along with associated pipe work drain work and electrical work. Our spreadsheet reflecting compliance with the bid requirements is attached. After review of all three bids it appears that the bid by C. Dougherty & Co. complies with all required bid documents and is the lowest responsible and responsive bidder. Should the Borough elect to proceed with the Bid, this bidder is eligible for the award of this Contract.

Thank you for your attention to this matter.

HUNTINGTON BAILEY, LLP


David S. Lafferty

DSL/dl

Encl.

cc: Joe Voytus, Borough Administrator
Fran Scordo, Borough Clerk
Andrew Hipolit, Borough Engineer

	60-Ton HVAC Roof Unit Provision and Installation		
BID DOCUMENT	C. Dougherty & Co.	All County Mechancial	Bertussi Contracting
Equal Employment Affidavit	x	x	x
ADA Affidavit	x	x	x
Bid Bond	x	x	x
Consent of Surety	x	x	x
Receipt of Addenda	x	x	x
Affirmative Action Compliance	x	x	x
Corporate or Partnership Disclosure	x	x	x
Non-Collusion Affidavit	x	x	x
Qualification Statement and Affidavit	x	x	x
Prohibited Russia-Belarus and Iran Cert.	x	x	x
Bid Proposal			
PRICING	\$197,000.00	\$228,500.00	\$236,134.00
Compliant	yes	yes	yes

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 186-2023**

A Resolution Awarding a Contract to Winner Ford of Cherry Hill Pursuant to State Contract #20-FLEET-01189 for the Purchase of a 2024 Ford F150 4 X 4 for Montvale Fire Department

WHEREAS, the Borough of Montvale has a need to acquire a 2024 Ford F150 4 X4 for use by the Montvale Fire Department; and

WHEREAS, this SUV will be for the Deputy Fire Chief and was approved in the 2023 Capital Budget; and

WHEREAS, the Borough has determined that the most convenient and cost-effective way to procure said vehicle is by State Contract pursuant to N.J.S.A. 40A:11-12a, and the Borough may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State Contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Borough did solicit a quote from Winner Ford of Cherry Hill pursuant to State Contract #20-FLEET-01189 for said vehicle in the total amount of \$53,402.00; and

WHEREAS, the Borough is desirous of awarding this contract and purchasing said vehicle from Winner Ford of Cherry Hill pursuant to the Proposal, a copy of which is attached hereto; and

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

NOW, THEREFORE, BE IT RESOLVED that the Borough of Montvale hereby accepts the attached proposal from Winner Ford of Cherry Hill, 250 Haddonfield Berlin Road, Cherry Hill, NJ 08034, for the aforementioned vehicle and directs, authorizes and empowers all appropriate officials to execute an agreement and/or purchase order for this contract, subject to all the conditions applicable to State Contract #20-FLEET-01189 and subject to approval by the Borough Attorney.

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

Adopted: September 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

Acct #C-04-55-497-D02 - \$53,402.00

250 Haddonfield Berlin Rd
Cherry Hill, NJ 08034

WINNER

CHERRY HILL - winnerford.com

Michael Drahuschak
mdrahuschak@winnerford.com
(856) 214-0755 Phone
(856) 488-1915 Fax
N.J. Contract #20-FLEET-01189

2024 Ford F150 4X4 Crew Cab Police Responder

Standard Equipment

145" Wheelbase	AM/FM Six Speakers
3.5L V6 Eco Boost	Power Driver Seat
10 Speed Automatic Transmission	3.31 Electronic Locking Rear Axle
40/Blank/40 Heavy Cloth Front Seat	240 Amp Alternator
4X4 with Electronic Shift of the Fly	Class IV trailer hitch
265/70/18 BSW A/T Tires	26 Gallon Fuel Tank
Power Steering	Skid Plates
Air Conditioning	LT265/65R18 OWL AT Tire's
Tilt Steering Wheel	18" Six Spoke Aluminum Wheels
7000 GVWR	Perimeter Alarm
Power Equipment Group, Power Window & Locks	Rear View Camera
FX4 Off Road Package	Reverse Sensing
Sync 4	Daytime Running Lamps

Total \$46,827.00

Race Red

Options

57Q	Rear Window Defroster -- XL / XLT requires 924 privacy glass	220.00
924	Rear Privacy Glass -- XL requires 57Q rear window defroster	100.00
18B	Running Boards, Black Platform	250.00
67T	Trailer Brake Controller, requires trailer tow pkg. 53A	275.00
53A	Trailer Tow Package	995.00
17T	Tow Technology Package	880.00

-requires 53A, 54R, 59S. Includes brake control, 360 camera, trailer rev guidance

19A	Interior Upgrade Package	595.00
	-floor console w/o shifter, carpet floor	
54Y	Manual Fold/Telescopic Power Heated Side Mirror	395.00
	-requires 53A, 57Q, 924, 59S	
59S	LED Approach Lamps	175.00
	-requires 54Y, 53A, 924, 57Q	
47P	Police Engine Idle Feature	260.00
524	Sync 4	325.00
91B	BLIS Blind Spot Monitoring System	590.00
60C	Pre-Collision Assist	145.00
67P	Remote Keyless Entry (4 FOBS)	340.00
96W	Bedliner -- Spray-In	595.00
595	Fog Lamps	140.00
61P	Power Passenger Seat	295.00

6,575.00

TOTAL \$53,402.00

0
0
0
220.00 +
130.00 +
250.00 +
275.00 +
395.00 +
280.00 +
595.00 +
395.00 +
175.00 +
260.00 +
325.00 +
390.00 +
145.00 +
340.00 +
395.00 +
140.00 +
295.00 +
6,575.00 3+

C-04-55-497-DOZ
Deq Chief

6,575.00 +
46,827.00 +
53,402.00 3+

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 187-2023**

RE: Authorize Release of Escrow – Donald Stoneham – 32 Bryan Drive - Block 706 – Lot 3

WHEREAS, Donald Stoneham has requested release of escrow posted for 32 Bryan Drive, Block 706, Lot 3; and

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

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale hereby release escrow to Donald Stoneham in the amount of \$476.00; and

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

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

Adopted: September 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

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

February 1, 2023

BLOCK 706 LOT 3

APPLICANT: Donald Stoneham
32 Bryan Drive
Montvale, NJ 07645

ADDRESS 32 Bryan Drive

SIGN OFFS

DEPARTMENT	NAME	SIGNATURE	DATE
FINANCE	Christine Kalafut	<i>C Kalafut</i>	8/31/23
ENGINEERING	D. Sheth/A. Hipolit	<i>Christine Kalafut (see attached)</i>	6-22-2023
CONSTRUCTION	J. Fondacaro/C. Gruber	<i>Christine Kalafut (see attached)</i>	8-31-23
TAX COLLECTOR			
POLICE			
FIRE			
DPW			
ENVIRONMENTAL COMM			
PLANNING BOARD ATTY	Robert Regan	<i>Christine Kalafut</i>	2-14-2023
PLANNING BOARD	Lorraine Hutter	<i>Christine Kalafut</i>	2-1-2023
LAND USE ADMINISTRATOR- FINAL SIGNATURE	Joe Voytus	<i>[Signature]</i>	8-31-23
FINANCE	Christine Kalafut	<i>Christine Kalafut</i>	RELEASE DATE: 8/31/23
ACCOUNT #	E-08-00-222-05A	\$476.00	AMOUNT: \$476.00

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 188-2023**

RE: Authorize Change Order No. 1 - 2023 Road Improvement Program - DLS Contracting, Inc.

WHEREAS, the Borough of Montvale awarded a contract via Resolution No.178-2023 to DLS Contracting, Inc. 36 Montesano Road, Fairfield, New Jersey 07004 for the 2023 Road Improvement Program; and

WHEREAS, the original contract amount including Alternates A, B, C and D was \$709,416.67; and

WHEREAS, the Borough Engineer, in a letter dated September 1, 2023, which is attached to the original of this resolution has been monitoring the project and recommends in full detail the proposed Change Order #1 in the amount of \$113,534.42; and

Contract Amount

Base:	\$488,152.02
Alternate "A":	\$ 36,850.00
Alternate "B":	\$ 26,055.50
Alternate "C":	\$ 57,936.65
Alternate "D":	\$100,422.50
Change Order #1	<u>\$113,117.75</u>
Adjusted Total:	\$822,534.42

NOW THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Montvale authorize Change Order #1 in the amount of \$113,117.75; and

WHEREAS, the Chief Financial Officer of the Borough has certified that funds have been appropriated and are available for this purpose, a copy of said certification attached to the original copy of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that the above reference change order #1 is hereby approved:

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

Adopted: September 14, 2023

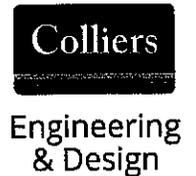
ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

400 Valley Road
Suite 304
Mt. Arlington New Jersey 07856
Main: 877 627 3772



September 1, 2023

Borough of Montvale
12 DePiero Drive
Montvale, New Jersey 07645
Attn: Joseph Voytus, Borough Administrator

2023 Roadway Improvement Program
Borough of Montvale Bergen County, NJ
Contract Change Order #1
Colliers Engineering & Design Project No. MVB0062

Dear Mr. Voytus,

DLS Contracting, Inc. is the Contractor for the above-referenced project. Construction is scheduled to begin within the next several weeks. The original project scope included five roads. As additional funding is available for the paving program, three additional roadways are to be included in the contract. Therefore, a Change Order in the amount of \$113,117.75 is required for the completed milling, paving, storm sewer and striping work in regards to the three additional roads.

The original list of project roads:

- Magnolia Avenue
- Rutherford Place
- Williams Road
- Camron Court
- Arthur Court
- Alternates A, B, C and D

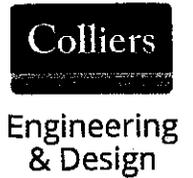
The additional added roads are:

- Delores Drive
- Eucalyptus Road
- Blauvelt Court

With the original Contract amount as \$709,416.67 authorized under resolution 178-2023, the adjusted contract amount is as follows:

Original Contract Amount	\$709,416.67
Change Order Amount for additional roads	<u>\$113,117.75</u>
Adjusted Contract Amount	<u>\$822,534.42</u>

The updated costs are based upon the originally awarded amount with updates to the quantities based upon the contract unit rates.



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

Sincerely,

Colliers Engineering & Design, Inc.
DBA Maser Consulting)

A handwritten signature in black ink, appearing to read "A. Hipolit", with a long horizontal flourish extending to the right.

Andrew R. Hipolit, PE, PP, CME, CFM, CPWM
Discipline Leader

JG/mt

Cc: Mayor and Council (via Borough Clerk)
Fran Scordo, Borough Clerk
Christine Kalafut, Borough Treasurer
Dave Lafferty, Esq., Borough Attorney
Bob Culvert, Colliers Eng.
DLS Contracting

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 189-2023**

A Resolution Awarding a Contract to Atlantic, Tomorrow's Office Pursuant to NJ State Contract 40467 for a 60-Month Lease for One (1) IMC6010 RICOH Color Copier/Printer/Scanner for Use by the Montvale Building Department

WHEREAS, the Borough has a need to procure one color copier/printer/scanner for use by the Montvale Building Department; and

WHEREAS, pursuant to N.J.S.A. 40A:11-12a and N.J.C.A. 5:34-7.29(c), the Borough may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State Contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, the Borough did solicit a quote from Atlantic, Tomorrow's Office for one (1) RICOH IMC6010 Color Copier/Printer/Scanner; and

WHEREAS, Atlantic submitted a proposal dated August 31, 2023, a copy of which is attached hereto, which consists of a monthly cost of \$199.00 per month for sixty (60) months; and

WHEREAS, Atlantic has already been awarded a contract to provide another RICOH copier/printer/scanner for use by the administration staff, which will have compatible parts and supplies to this model; and

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

NOW THEREFORE BE IT RESOLVED, as follows:

1. The Borough of Montvale does approve the attached Quote from Atlantic, Tomorrow's Office, 400 Broadacres Drive, Bloomfield, New Jersey 07003, for a 60-Month Lease for One (1) RICOH IMC6010 Color Copier/Printer/Scanner.
2. The Mayor, Borough Clerk and/or Borough Administrator are hereby directed, authorized and empowered to execute an agreement with Atlantic, Tomorrow's Office, consistent with this resolution.
3. This resolution shall take effect immediately.

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

Adopted: September 14, 2023

ATTEST:

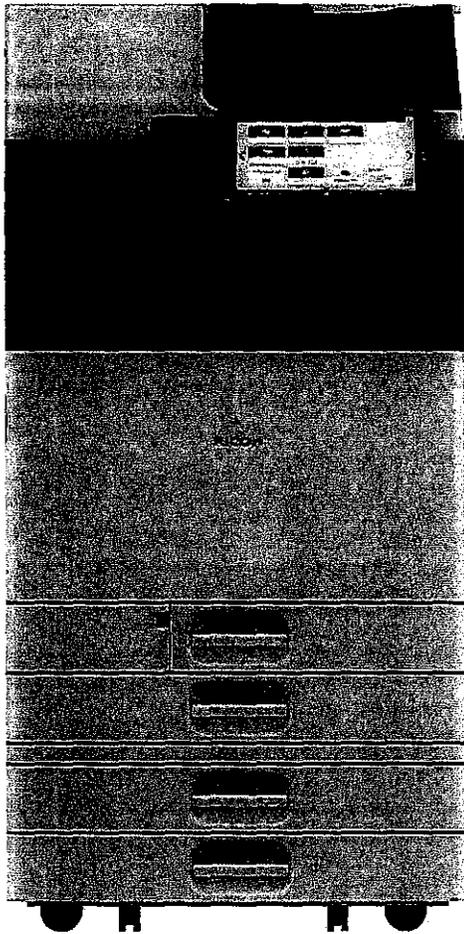
APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor



Your Configured RICOH IM C6010



Your Chosen Options

- IM C6010
- Paper Feed Unit PB3320

*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
23.10in	27.60in	47.60in
(587mm)	(701mm)	(1,209mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120V-127V, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

LEASE WITH OPTION TO PURCHASE AGREEMENT

Lessee:
Borough of Montvale
12 DePiero Drive
Montvale, NJ 07645

Lessor:
Municipal Capital Finance
4600 Broadway
Allentown, PA 18104

Dated as of August 31, 2023

This Lease with Option to Purchase Agreement dated as of the date listed above is between Univest Capital, Inc. d/b/a Municipal Capital Finance and Lessee listed directly above. Lessor desires to lease the Equipment described in Exhibit 'A' to Lessee and Lessee desires to lease the Equipment from Lessor subject to the terms and conditions of this Agreement which are set forth below.

i. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease with Option to Purchase Agreement. "Budget year" means the Lessee's fiscal year. "Commencement Date" is the date when Lessee's obligation to pay rent begins. "Equipment" means all of the items of Equipment listed on Exhibit "A" and all replacements, restorations, modifications and improvements. "Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement. "Lessor" means the entity originally listed above as Lessor or any of its assignees. "Lease Term" means the Original Term and all Renewal Terms. "Original Term" means the period from the Commencement Date until the end of the Budget Year of Lessee. "Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget year. "Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B". "State" means the state in which Lessee is located. "Governing Law" means the laws of the State.

ii. Lessee Warranties

Section 2.01. Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees: (a) Lessee is the State or a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, (the "Code"). Lessee is authorized under the Constitution and laws of the State to enter into this Agreement, and has used such authority to properly execute and deliver this Agreement. Lessee has followed all proper procedures of its governing body in executing this Agreement. The officer of Lessee executing this Agreement has the authority to execute and deliver this Agreement. This Agreement constitutes a legal, valid, binding and enforceable obligation of the Lessee in accordance with its terms. (b) Lessee shall use the Equipment only for essential, traditional government purposes. (c) Lessee has never non-appropriated funds under an agreement similar to this Agreement. (d) Lessee presently intends to continue this Agreement for the Original Term and all Renewal Terms as set forth on Exhibit "B" hereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonable believes that moneys can and will lawfully be appropriated and made available for this purpose. (e) Upon request by Lessor, Lessee will provide to Lessor with current financial statements. (f) Lessee intends and agrees that a facsimile copy and or an electronic signature of this Agreement may be treated as an original and will be admissible as the best evidence of the Agreement. However, no facsimile copy or electronic signature or other version of this Agreement shall be binding against Lessor until signed by Lessor. Lessee agrees to deliver the facsimile copy or electronic signature version of this Agreement with Lessee's original signature to Lessor upon Lessor's request. (g) Should the interest portion of any Rental Payments under any Lease cease for any reason to be excludable from gross income for federal income tax purposes, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield on such Lease and Rental Payments to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt. (h) Lessee will submit to the Department of the Treasury an information reporting statement as required by the Code with respect to each Lease. (i) Lessee has not issued, and reasonably anticipates that it and its subordinate entities will not issue, tax-exempt obligations (including this Agreement) in the amount of more than \$10,000,000 during the current calendar year; hereby designates this Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code; and agrees that it and its subordinate entities will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.

iii. Acquisition of Equipment, Rental Payments and the Purchase Option Price

Section 3.01. Acquisition. Lessee shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment.

Section 3.02. Rental Payments. Lessee shall pay Rental Payments exclusively to Lessor or its assignees in lawful, legally available money of the United States of America. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date. The Rental Payments will be payable without notice or demand. A portion of each Rental Payment constitutes interest as set forth on Exhibit "B".

Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

Section 3.04. Purchase Option Price. Upon 90 days written notice, Lessee shall have the option to pay, in addition to the Rental Payment, the corresponding Purchase Option Price or such date which is listed on Exhibit B. If Lessee chooses this option and pays the Purchase Option Price and any other amounts then due to Lessor then Lessor will transfer any and all of it's rights, title and interest in the Equipment to Lessee.

Section 3.05. Lease Term: The Lease Term of the Agreement shall be the Original Term and all Renewal Terms until all the Rental Payments are paid as set forth on Exhibit B except as provided under Section 3.04, Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not terminated this Agreement pursuant to Section 4.01 then the Lease Term shall be extended into the next Renewal Term and the Lessee shall be obligated to make all the Rental Payments that come due during such Renewal Term.

Section 3.06. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term, then Lessee shall have the option to terminate this Agreement at the end of the current Budget Year. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under this Agreement and from using any moneys to pay the Rental Payments due under this Agreement for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under this Agreement regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment to Lessor as provided herein and conveyed to Lessor or released its interest in the Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions, and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor or to a location designated by Lessor at Lessee's expense. Lessee shall be liable for all damage to the equipment other than normal wear and tear. If Lessee fails to deliver the Equipment to Lessor, then Lessor may enter the premises where the Equipment is located and take possession of the Equipment and charge Lessee for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds, Indemnification

Section 5.01. Insurance. Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments. Lessee shall provide Lessor with a Certificate of Insurance, which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment. (a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. (b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor. (c) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insured and loss payees and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

Section 5.02. Damage to or Destruction of Equipment. Lessee assumes the risk of loss or damage to the Equipment. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03. Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, at the option of Lessor, either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Lessor.

Section 5.04. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fee(s) incurred by or asserted against Lessor that relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Initials: 

VI. Title and Security Interest

Section 6.01. Title. Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 or in the event Lessee defaults under Section 9.01, or in the event that the recording of Univest Capital, Inc. d/b/a Municipal Capital Finance as first lienholder has not been completed for any such reason. In any of the aforementioned events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessor.

Section 6.02. Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee hereby grants so Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A". The security interest established by this Section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Lessee agrees that Lessor or its assignee may execute and/or record such additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to perfect Lessor's security interest in the Equipment and in this Agreement.

VII. Assignment

Section 7.01. Assignment by Lessor. All of Lessor's rights, title and/or interest in and to this Agreement may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due hereunder relating to such Equipment at the direction of Lessor or the assignee named in the notice of assignment. Lessee shall keep a written record of all such assignments.

VIII. Maintenance of Equipment

Section 8.01. Lessee shall keep the Equipment in good repair and working order. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Lessee is responsible for obtaining such title(s) from the State and also for ensuring that Lessor is listed as first lien holder on all of the title(s). Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" under this Agreement: (a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit "B". (b) Failure to pay any other payment required to be paid under this Agreement as the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate. (c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement for a period of thirty (30) days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above. (d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement which proves so be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement. (e) Any provision of this Agreement ceases to be valid for whatever reason and the loss of such provision, would materially adversely affect the rights or security of Lessor. (f) Lessee admits in writing its inability to pay its obligations, Lessee defaults on one or more of its other obligations, or Lessee applies or consents to the appointment of a receiver to manage its affairs or makes a general assignment for the benefit of creditors.

Section 9.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right to take one or any combination of the following remedial steps: (a) With or without terminating this Agreement, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Budget Year so be immediately due and payable. (b) With or without terminating this Agreement, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment to Lessor to a location specified by Lessor. Such delivery shall take place within 15 days after the event of default occurs. If Lessee fails to deliver the Equipment, Lessor may enter the premises where the Equipment is located and take possession of the Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of the Equipment, Lessee shall be obligated to pay the remaining Rental Payments due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to the Equipment caused by Lessee or its employees or agents. (c) If the Agreement is terminated, sell the Equipment and retain all sale proceeds. (d) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed so be a waiver thereof.

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

Section 10.03. Severability. In the event of any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04. Amendments. Changes or Modifications. This Agreement may be amended, added to, changed or modified only by written agreement duly executed by Lessor and Lessee.

Section 10.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.07. Entire Writing. This Agreement constitutes the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement.

Insurance Information:

Insurance Carrier: _____

Agents Name: _____

Address: _____

City and State: _____

Telephone: _____

Fax: _____

Acceptance of Equipment Certification. By signing and attesting directly below, Lessee hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Lessee's specifications. Lessee further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Resolution and Authorization. By signing and attesting directly below, Lessee hereby warrants and certifies that the Governing Body of the Lessee at either a special or regular meeting or through some other approved method of authorization has determined that this Agreement is in the best interests of the Lessee and the Governing Body did at such meeting or through such other approval method approve the entering into of the Agreement by the Lessee and specifically designated and authorized the individual(s) who have signed directly below to execute this Agreement on Lessee's behalf along with any related documents (including any escrow agreement) necessary to the consummation of the transaction contemplated by the Agreement.

Borough of Montvale

Municipal Capital Finance

By:  _____

By: _____

Typed Name and Title: _____

Typed Name and Title: _____

Attested By:  _____

Typed Name and Title: _____

EXHIBIT A - DESCRIPTION OF EQUIPMENT

RE: Lease with Option to Purchase Agreement dated as of August 31, 2023, between Municipal Capital Finance (Lessor) and Borough of Montvale (Lessee)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	Serial Number	Type, Make, Model
1		Ricoh IMC6010 Digital Copier w/ Accessories

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address:

Address	City	State	County

EXHIBIT B - SCHEDULE OF PAYMENTS

PAYMENT NUMBER	PAYMENT DATE	PRINCIPAL COMPONENT	INTEREST COMPONENT	PAYMENT AMOUNT	OPTION PURCHASE PRICE
1	12/20/2023	136.93	62.07	199.00	----
2	1/20/2024	137.79	61.21	199.00	----
3	2/20/2024	138.65	60.35	199.00	----
4	3/20/2024	139.51	59.49	199.00	----
5	4/20/2024	140.39	58.61	199.00	----
6	5/20/2024	141.26	57.74	199.00	----
7	6/20/2024	142.15	56.85	199.00	----
8	7/20/2024	143.03	55.97	199.00	----
9	8/20/2024	143.93	55.07	199.00	----
10	9/20/2024	144.83	54.17	199.00	----
11	10/20/2024	145.73	53.27	199.00	----
12	11/20/2024	146.64	52.36	199.00	----
13	12/20/2024	147.56	51.44	199.00	8,988.86
14	1/20/2025	148.48	50.52	199.00	8,804.84
15	2/20/2025	149.41	49.59	199.00	8,620.51
16	3/20/2025	150.34	48.66	199.00	8,435.88
17	4/20/2025	151.28	47.72	199.00	8,250.94
18	5/20/2025	152.23	46.77	199.00	8,065.69
19	6/20/2025	153.18	45.82	199.00	7,880.13
20	7/20/2025	154.14	44.86	199.00	7,694.27
21	8/20/2025	155.10	43.90	199.00	7,508.09
22	9/20/2025	156.07	42.93	199.00	7,321.60
23	10/20/2025	157.05	41.95	199.00	7,134.81
24	11/20/2025	158.03	40.97	199.00	6,947.70
25	12/20/2025	159.02	39.98	199.00	6,760.28
26	1/20/2026	160.01	38.99	199.00	6,572.55
27	2/20/2026	161.01	37.99	199.00	6,384.50
28	3/20/2026	162.02	36.98	199.00	6,195.14
29	4/20/2026	163.03	35.97	199.00	6,007.47
30	5/20/2026	164.05	34.95	199.00	5,818.48
31	6/20/2026	165.07	33.93	199.00	5,629.16
32	7/20/2026	166.10	32.90	199.00	5,439.56
33	8/20/2026	167.14	31.86	199.00	5,249.62
34	9/20/2026	168.19	30.81	199.00	5,059.37
35	10/20/2026	169.24	29.76	199.00	4,868.81
36	11/20/2026	170.30	28.70	199.00	4,677.92
37	12/20/2026	171.36	27.64	199.00	4,486.72
38	1/20/2027	172.43	26.57	199.00	4,295.20
39	2/20/2027	173.51	25.49	199.00	4,103.35
40	3/20/2027	174.59	24.41	199.00	3,911.19
41	4/20/2027	175.69	23.31	199.00	3,718.71
42	5/20/2027	176.78	22.22	199.00	3,525.91
43	6/20/2027	177.89	21.11	199.00	3,332.79
44	7/20/2027	179.00	20.00	199.00	3,139.34
45	8/20/2027	180.12	18.88	199.00	2,945.57
46	9/20/2027	181.24	17.78	199.00	2,751.49
47	10/20/2027	182.36	16.62	199.00	2,557.07
48	11/20/2027	183.52	15.48	199.00	2,362.33
49	12/20/2027	184.66	14.34	199.00	2,167.27
50	1/20/2028	185.82	13.18	199.00	1,971.88
51	2/20/2028	186.98	12.02	199.00	1,776.17
52	3/20/2028	188.15	10.85	199.00	1,580.13
53	4/20/2028	189.32	9.68	199.00	1,383.76
54	5/20/2028	190.51	8.49	199.00	1,187.07
55	6/20/2028	191.70	7.30	199.00	990.04
56	7/20/2028	192.90	6.10	199.00	792.69
57	8/20/2028	194.10	4.90	199.00	595.02
58	9/20/2028	195.31	3.69	199.00	397.01
59	10/20/2028	196.54	2.46	199.00	198.67
60	11/20/2028	197.76	1.24	199.00	0.00

BY:  _____
 TITLE: _____
 DATE: _____

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0047

► Under Internal Revenue Code section 149(e)
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
 ► Go to www.irs.gov/Form8038GC for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return ► <input type="checkbox"/>
1 Issuer's name Borough of Montvale		2 Issuer's employer identification number (EIN)
3 Number and street (or P.O. box if mail isn't delivered to street address) 12 DePiero Drive		Room/suite
4 City, town, or post office, state, and ZIP code Montvale, NJ 07645		5 Report number (For IRS Use Only) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative

Part II Description of Obligations		Check one box: <input checked="" type="checkbox"/> Single issue <input type="checkbox"/> Consolidated return	
8a Issue price of obligation(s) (see instructions)		8a	
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ►			
9 Amount of the reported obligation(s) on line 8a that is:			
a For leases for vehicles		9a	
b For leases for office equipment		9b	
c For leases for real property		9c	
d For leases for other (see instructions)		9d	
e For bank loans for vehicles		9e	
f For bank loans for office equipment		9f	
g For bank loans for real property		9g	
h For bank loans for other (see instructions)		9h	
i Used to refund prior issue(s)		9i	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)		9j	
k Other		9k	
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box	► <input checked="" type="checkbox"/>		
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)	► <input type="checkbox"/>		
12 Vendor's or bank's name:	_____		
13 Vendor's or bank's employer identification number:	_____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.		
	 Signature of issuer's authorized representative	Date	Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date
	Firm's name ►	Firm's EIN ►	
	Firm's address ►	Phone no.	

Future Developments
 For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
 Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
 Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.
 Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.
Filing a separate return for a single issue.
 Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.
 An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.
 Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 190-2023**

RE: Requesting Approval Of Items Of Revenue And Appropriation N.J.S.A. 40a:4-87 – Clean Communities Grant

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 was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Montvale, in the County of Bergen, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the CY 2023 Municipal Budget in the sum of \$21,329.52, which is now available as revenue from:

Miscellaneous Revenues – Section F:
Special Items of Revenue Anticipated with Prior Consent of the Director of Local Government Services – Public and Private Revenues Offset with Appropriations:
Clean Communities Grant.

BE IT FURTHER RESOLVED that the like sum of \$21,329.52 is hereby appropriated under the caption:

General Appropriations:
(A) Operations – Excluded from “CAPS”
Public and Private Revenues Offset by Revenues
Clean Communities Grant.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be electronically filed with the Director for approval as required by law.

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

Adopted: September 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 191-2023**

RE: Requesting Approval Of Items Of Revenue And Appropriation N.J.S.A. 40a:4-87 – Alcohol Education And Rehabilitation Fund

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 was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Montvale, in the County of Bergen, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the CY 2023 Municipal Budget in the sum of \$4,023.63, which is now available as revenue from:

Miscellaneous Revenues – Section F:
Special Items of Revenue Anticipated with Prior Consent of the Director of Local Government Services – Public and Private Revenues Offset with Appropriations:
Alcohol Education and Rehabilitation Fund.

BE IT FURTHER RESOLVED that the like sum of \$4,023.63 is hereby appropriated under the caption:

General Appropriations:
(A) Operations – Excluded from “CAPS”
Public and Private Revenues Offset by Revenues
Alcohol Education and Rehabilitation Fund.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be electronically filed with the Director for approval as required by law.

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

Adopted: September 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 192-2023**

RE: Requesting Approval Of Items Of Revenue And Appropriation N.J.S.A. 40a:4-87 – Body Armor Grant - State Share

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 was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Montvale, in the County of Bergen, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the CY 2023 Municipal Budget in the sum of \$4,800.00, which is now available as revenue from:

Miscellaneous Revenues – Section F:
Special Items of Revenue Anticipated with Prior Consent of the Director of Local Government Services – Public and Private Revenues Offset with Appropriations:
Body Armor Grant - State Share.

BE IT FURTHER RESOLVED that the like sum of \$4,800.00 is hereby appropriated under the caption:

General Appropriations:
(A) Operations – Excluded from “CAPS”
Public and Private Revenues Offset by Revenues
Body Armor Grant - State Share.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be electronically filed with the Director for approval as required by law.

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

Adopted: September 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 193-2023**

RE: Requesting Approval Of Items Of Revenue And Appropriation N.J.S.A. 40a:4-87 – Huff Park Playground Improvements

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 was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Montvale, in the County of Bergen, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the CY 2023 Municipal Budget in the sum of \$78,625.00, which is now available as revenue from:

Miscellaneous Revenues – Section F:
Special Items of Revenue Anticipated with Prior Consent of the Director of Local Government Services – Public and Private Revenues Offset with Appropriations:
Huff Park Playground Improvements.

BE IT FURTHER RESOLVED that the like sum of \$78,625.00 is hereby appropriated under the caption:

General Appropriations:
(A) Operations – Excluded from “CAPS”
Public and Private Revenues Offset by Revenues
Huff Park Playground Improvements.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be electronically filed with the Director for approval as required by law.

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

Adopted: September 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 194-2023**

RE: A Resolution Awarding a Contract to Ben Shaffer Recreation, Inc. Pursuant to ECSNJ Contract #65MCECCPS for the Huff Park Playground Improvements Project – Proposal 1443

WHEREAS, the Borough of Montvale has a need to procure certain playground equipment for the Huff Park Playground Improvements Project, which is funded in part from grant funds received from the Bergen County Open Space Fund; and

WHEREAS, the Borough did solicit a proposal from Ben Shaffer Recreation, Inc. for delivery of 100 cubic yards of surface material with installation; and

WHEREAS, in response thereto, Ben Shaffer did submit Proposal #1443 in the total amount of \$8,937.00 a copy of which is attached hereto; and

WHEREAS, pursuant to Section 11 of the Local Public Contracts Law, N.J.S.A. 40A:11-11, the Borough is a member of a cooperative pricing system for the provision of goods and services with the Educational Services Commission of New Jersey (“ESCNJ”), formerly known as the Middlesex County Educational Services Commission; and

WHEREAS, Ben Shaffer offers its services through ESCNJ, contract #65MCECCPS; and

WHEREAS, the Borough is desirous of entering into a contract through ESCNJ with Ben Shaffer as set forth in Proposal #1443 attached hereto and incorporated herein by reference; and

WHEREAS, any and all contracts entered into pursuant to this resolution shall remain subject to review and approval as to form by the Borough Attorney; and

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

NOW, THEREFORE, BE IT RESOLVED that the Borough of Montvale does hereby award the above-referenced contract pursuant to ESCNJ #65MCECCPS, as follows:

Vendor Ben Shaffer Recreation, Inc. P.O. Box 844 Lake Hopatcong, NJ 07849	Contract Amount \$8,937.00
---	--------------------------------------

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

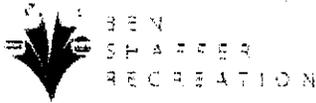
Adopted: September 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor



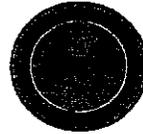
Ben Shaffer Recreation
 P.O. Box 844
 Lake Hopatcong NJ 07849 US

Proposal

TERMS **REP** **DATE** **Proposal #**
 Net 30 Dylan Pickard 3/16/2023 1443

BILL TO
 Montvale Borough
 Accts. Payable Dept.
 12 Mercedes Drive
 Montvale NJ 07645 USA

SHIP TO
 Montvale Recreation
 12 Mercedes Drive
 Montvale NJ 07645 USA



As requested, we are pleased to quote the following using Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS:

VENDOR	ITEM# / DESCRIPTION	QTY	RATE	AMOUNT
Brad Cosh Landscape & Supply LLC	DGLD0-100-N-ESCNJSB CEWF - Curb delivery 100 cy to Bergen, Essex, Hudson, Morris, Passaic, Sussex & Warren	180.00	\$18.46	\$3,322.80
BSR	CUSTOM Standard Install of above materials	180.00	\$31.19	\$5,614.20

Montvale Rec- Huff Park surfacing **\$8,937.00**

The above items are priced in accordance with Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 8-10 weeks after receipt of order. When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

Standard colors and finish are quoted unless noted. Final count is the responsibility of the contractor/purchaser. Note that assembly/installation is NOT provided. Sales Tax will be added if applicable.



SBE Certified

Dylan Pickard
 Ben Shaffer Recreation Inc.
 NJ Recreation Consultant
 Dylan@benshaffer.com
 P: 973-879-3063

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 195-2023**

RE: A Resolution Awarding a Contract to Ben Shaffer Recreation, Inc. Pursuant to ECSNJ Contract #65MCECCPS for the Huff Park Playground Improvements Project – Proposal 1442

WHEREAS, the Borough of Montvale has a need to procure certain playground equipment for the Huff Park Playground Improvements Project, which is funded in part from grant funds received from the Bergen County Open Space Fund; and

WHEREAS, the Borough did solicit a proposal from Ben Shaffer Recreation, Inc. for custom 2-5 year old playground equipment including platforms, slides, climbers, swings, spinners and a custom age sign, with site preparation and installation; and

WHEREAS, in response thereto, Ben Shaffer did submit Proposal #1442 in the total amount of \$134,760.75 a copy of which is attached hereto; and

WHEREAS, pursuant to Section 11 of the Local Public Contracts Law, N.J.S.A. 40A:11-11, the Borough is a member of a cooperative pricing system for the provision of goods and services with the Educational Services Commission of New Jersey (“ESCNJ”), formerly known as the Middlesex County Educational Services Commission; and

WHEREAS, Ben Shaffer offers its services through ESCNJ, contract #65MCECCPS; and

WHEREAS, the Borough is desirous of entering into a contract through ESCNJ with Ben Shaffer as set forth in Proposal #1442 attached hereto and incorporated herein by reference; and

WHEREAS, any and all contracts entered into pursuant to this resolution shall remain subject to review and approval as to form by the Borough Attorney; and

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

NOW, THEREFORE, BE IT RESOLVED that the Borough of Montvale does hereby award the above-referenced contract pursuant to ESCNJ #65MCECCPS, as follows:

Vendor	Contract Amount
Ben Shaffer Recreation, Inc. P.O. Box 844 Lake Hopatcong, NJ 07849	\$134,760.75

BE IT FURTHER RESOLVED that the Mayor, Borough Clerk, and all other appropriate officials, officers and employees are hereby directed, authorized and empowered to take all steps necessary to effectuate the provisions and purposes of this resolution.

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

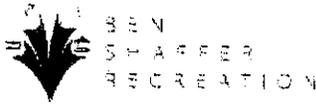
Adopted: September 14, 2023

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor



Ben Shaffer Recreation
 P.O. Box 844
 Lake Hopatcong NJ 07849 US

Proposal

TERMS REP DATE Proposal #
 Net 30 Dylan Pickard 3/16/2023 1442

BILL TO
 Montvale Borough
 Accts. Payable Dept.
 12 Mercedes Drive
 Montvale NJ 07645 USA

SHIP TO
 Montvale Recreation
 12 Mercedes Drive
 Montvale NJ 07645 USA



As requested, we are pleased to quote the following using Bid #: ESCNJ 20/21-22; Co-op #65MCESCCPS:

VENDOR	ITEM# / DESCRIPTION	QTY	RATE	AMOUNT
BCI Burke Company, LLC	PROJECT 130-165307-1 custom 2-5 year old playground equipment including platforms, slides, climbers, swings, spinners, custom age sign	1.00	\$76,477.00	\$76,477.00
BSR	DISCOUNT	1.00	(\$6,118.16)	(\$6,118.16)
BSR	INSTALL Standard installation of above items to manufacturer's specification including receive/unload/transport of equipment	1.00	\$35,179.42	\$35,179.42
BSR	SITEPREP Site preparation. Cost per man-hour: Remove & Dispose existing equipment, borders, and wood fiber	200.00	\$125.00	\$25,000.49
BSR	FREIGHT	1.00	\$4,222.00	\$4,222.00

Montvale Rec- Huff Park playground **\$134,760.75**

The above items are priced in accordance with Bid #: ESCNJ 20/21-22; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 8-10 weeks after receipt of order. When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc." Prices do not include installation unless otherwise specified above.

Playground Equipment must be installed over a resilient surface. Standard colors and finish are quoted unless noted. Final count is the responsibility of the contractor/purchaser. Note that assembly/installation is NOT provided. Sales Tax will be added if applicable



Dylan Pickard
 Ben Shaffer Recreation Inc.
 NJ Recreation Consultant
 Dylan@benshaffer.com
 P: 973-879-3063

RESOLUTION

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

<u>FUND</u>	<u>AMOUNT</u>	<u>NOTES</u>
Current	\$3,134,282.78	Bill List Wire 9/14/2023
	<u>327,873.70</u>	Wires/Manual Checks
Current TOTAL	3,462,156.48	
Capital	56,331.06	Bill List Wire 9/14/2023
Escrow	12,203.75	Bill List Wire 9/14/2023
Unemployment Trust	258.00	Bill List Wire 9/14/2023
Housing Trust	20,213.50	Bill List Wire 9/14/2023
Open Space Trust	5,200.00	Bill List Wire 9/14/2023
General Trust	185.00	Bill List Wire 9/14/2023
Recreation Trust	19,180.99	Bill List Wire 9/14/2023
Dog Trust	7.20	Bill List Wire 9/14/2023

This resolution was adopted by the Mayor and Council of Montvale at a meeting held on 9/14/23

Introduced by: _____

Approved: 9/14/23

Seconded by: _____

Michael Ghassali, Mayor

ATTEST:

Frances Scordo, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
September 14, 2023

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Vendor/Transaction</u>	<u>Amount</u>
WIRE		8/29/23	Payroll Account-Current	\$198,510.13
WIRE		8/29/23	Salary Deduction Account	\$106,076.07
WIRE		8/29/23	FSA Account	\$100.00
3660	23-00728	9/1/23	Montvale BOE	\$1,937.50
3661	23-01092	9/1/23	Fireworks Extravaganza	\$7,500.00
3662	23-00594	9/1/23	Fun Time Entertainment	\$9,675.00
3663	23-01073	9/1/23	Paladin Amusements	\$3,475.00
3664	23-01074	9/1/23	JC Promotions	\$600.00
Total				<u><u>\$327,873.70</u></u>

P.O. Type: All
 Range: First to Last
 Format: Condensed
 Vendors: All
 Rcvd Batch Id Range: First to Last

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

Include Non-Budgeted: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00001	MONTVALE ATHLETIC LEAGUE	23-01186	08/30/23	SOCCER NETS FOR MAL	Open	501.14	0.00		
00019	MUNICIPAL CAPITAL CORPORATION	23-00091	01/13/23	COPY MACHINE LEASE - POLICE	Open	179.00	0.00		B
00043	NORTH JERSEY MEDIA GROUP	23-01145	08/23/23	395748 NORTH JERSEY MEDIA ADV.	Open	871.48	0.00		
00080	TOLL BROTHERS NJ I, LLC	23-01128	08/16/23	CASH BOND PARTIAL REFUND	Open	8,870.00	0.00		
00097	CABLEVISION	23-01112	08/14/23	07873-109890-01-7 OPTIMUM	Open	157.43	0.00		
		23-01113	08/14/23	07873-204461-01-0 OPTIMUM	Open	186.39	0.00		
		23-01157	08/24/23	07873-199375-01-1 OPTIMUM	Open	204.44	0.00		
		23-01206	09/06/23	07873-218840-01-0 OPTIMUM	Open	25.48	0.00		
		23-01207	09/06/23	07873-240495-01-5 OPTIMUM	Open	235.05	0.00		
						<u>808.79</u>			
00102	MGL PRINTING SOLUTIONS	23-00979	07/12/23	3-PART PURCHASE ORDER	Open	1,181.00	0.00		
00104	MONTVALE BOARD OF EDUCATION	23-00003	01/03/23	2023 LOCAL SCHOOL TAXES	Open	1,503,812.00	0.00		B
00108	MONTVALE HARDWARE & SUPPLY	23-01063	08/02/23	PD SUPPLIES FOR FIREARMS	Open	56.97	0.00		
00113	FEDICK, ANDREW	23-01115	08/15/23	REIMB CLOTHING ALLOWANCE	Open	185.55	0.00		
		23-01153	08/24/23	REIMB CLOTHING & MEAL TRAINING	Open	129.19	0.00		
						<u>314.74</u>			
00118	NJ STATE LEAGUE OF	23-01133	08/18/23	AD POLICE SECRETARY	Open	115.00	0.00		
		23-01172	08/28/23	PLANNING BOARD ASSISTANT ADV	Open	115.00	0.00		
						<u>230.00</u>			
00125	NORTHWEST BERGEN REGIONAL	23-00158	01/20/23	2023 HEALTH SERVICES	Open	5,237.00	0.00		B
00137	PASCACK VALLEY REGIONAL HS DST	23-00002	01/03/23	2023 REGIONAL SCHOOL TAXES	Open	1,308,437.00	0.00		B
00146	PSE&G CO.	23-01171	08/28/23	PSE&G JULY 2023	Open	813.93	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00146	PSE&G CO.				Continued				
		23-01225	09/11/23	PSE&G AUGUST 2023	Open	146.55	0.00		
						960.48			
00159	AMADO, HERMINIO								
		23-01055	07/28/23	REIMB CLOTHING ALLOWANCE	Open	79.00	0.00		
00186	PRIMEPAY,LLC								
		23-00539	04/18/23	FSA FEES 2023	Open	115.00	0.00		B
00212	RHODE ISLAND NOVELTY								
		23-01155	08/24/23	DAY IN THE PARK PRIZES	Open	1,250.90	0.00		
00215	TOWNSHIP OF RIVER VALE								
		23-00085	01/13/23	2023 PASCACK VALLEY DPW	Open	158,843.21	0.00		B
00258	ROCKLAND ELECTRIC COMPANY								
		23-01099	08/09/23	ROCKLAND ELECTRIC JULY 2023	Open	192.13	0.00		
		23-01218	09/07/23	ROCKLAND ELECTRIC AUGUST 2023	Open	29,921.03	0.00		
						30,113.16			
00329	NJ STATE DEPT. OF HEALTH								
		23-01201	09/05/23	STATE DOG LICENSE FEE	Open	7.20	0.00		
00352	CLYDES ICE & ICE CREAM, INC.								
		23-01035	07/25/23	PD TOUCH A TRUCK VENDOR	Open	450.00	0.00		
00406	RUTGERS, STATE UNIVERSITY NJ								
		23-01090	08/07/23	Public Purchasing Class	Open	944.00	0.00		
00420	BERGEN COUNTY CLERK								
		23-01131	08/17/23	RECORDING FEE 41 MARION RD	Open	13.00	0.00		
00448	V.E. RALPH & SON, INC.								
		23-01069	08/02/23	PD MEDICAL SUPPLIES	Open	115.96	0.00		
00497	LEVITZKI, ANN								
		23-00301	02/16/23	2023 COURT - CELL PHONE	Open	69.69	0.00		B
00699	ATLANTIC TOMORROWS OFFICE								
		23-00981	07/12/23	PD COPY USAGE	Open	26.10	0.00		
00731	COLLIER'S ENGINEERING & DESIGN								
		22-01410	11/03/22	MONTVALE MASTER PLAN	Open	2,418.75	0.00		B
		22-01527	11/29/22	2022-2023 AFFORDABLE HOUSING	Open	277.50	0.00		B
		23-00149	01/19/23	2023 GENERAL ENGINEERING SVCS.	Open	6,185.00	0.00		B
		23-00151	01/19/23	2023 BOROUGH PLANNER	Open	297.50	0.00		B
		23-00669	05/10/23	MUNICIPAL PLANNING REVIEW	Open	323.75	0.00		B
		23-00917	06/28/23	TERKULE ROAD 2023 NJDOT GRANT	Open	6,477.50	0.00		B
		23-00969	07/11/23	NJDOT 2022-SUMMIT AVE ROADWAY	Open	2,905.00	0.00		B
		23-01040	07/26/23	MUNICIPAL PLANNING REVIEW	Open	740.00	0.00		B
		23-01095	08/08/23	MA-2024 MONTVALE NJDOT GRANT	Open	2,162.50	0.00		B
		23-01187	08/30/23	MUNICIPAL ENGINEERING REVIEW	Open	185.00	0.00		B

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00731	COLLIER'S ENGINEERING & DESIGN			Continued					
		23-01191	08/31/23	MUNICIPAL ENGINEERING REVIEW	Open	<u>185.00</u>	0.00		
						22,157.50			
00769	URBAN AUTO SPA								
		23-01078	08/03/23	CAR WASH & OIL CHANGE SERVICES	Open	30.00	0.00		
00801	WESTPHAL WASTE SERVICES, INC.								
		23-00254	02/08/23	2023 GARBAGE COLLECTION	Open	69,250.00	0.00		B
00896	GIAMMARINO, MICHAEL								
		23-00059	01/09/23	2023 INTERPRETING SERVICES	Open	300.00	0.00		B
00910	SONITROL SECURITY SYSTEMS OF								
		23-00965	07/11/23	REPAIR SECURITY SYSTEM	Open	970.11	0.00		
00934	RIVER VALE TOWNSHIP								
		23-00987	07/13/23	2023 HILLS/VALLEY CONTRIBUTION	Open	2,500.00	0.00		
00999	AMAZON.COM SERVICES, INC.								
		23-01101	08/10/23	SUMMER CAMP SUPPLIES	Open	5.99	0.00		
01055	VALLEY HEALTH MEDICAL GROUP								
		23-00996	07/13/23	CROSSING GUARD EXAM	Open	135.00	0.00		
01102	POWER DMS, INC.								
		23-00840	06/14/23	PD YEARLY SUBSCRIPTION	Open	5,101.34	0.00		
01330	GHASSALI, MICHAEL								
		23-00110	01/17/23	MAILCHIP	Open	72.50	0.00		B
01368	ROBALINO, ERIC								
		23-01154	08/24/23	REIMB PIZZA FOR JV'S 23-15004	Open	83.10	0.00		
01464	SURENIAN, EDWARDS, BUZAK & NOLAN								
		23-00351	03/02/23	2023 SPECIAL COUNSEL	Open	820.40	0.00		B
		23-01045	07/27/23	PROFESSIONAL SERVICES RENDERED	Open	<u>323.00</u>	0.00		
						1,143.40			
01471	RICCIARDELLA ELECTRIC INC.								
		23-01094	08/07/23	SENIOR CENTER DOOR BUTTON	Open	260.00	0.00		
01488	BANISCH ASSOCIATES, INC.								
		23-01049	07/27/23	PROFESSIONAL SERVICES RENDERED	Open	250.00	0.00		
01624	CMRS-FP								
		23-01130	08/16/23	POSTAGE FOR TAX BILLS	Open	46.02	0.00		
		23-01200	09/01/23	COURT POSTAGE -JAN-AUG 2023	Open	<u>6,521.87</u>	0.00		
						6,567.89			
01638	FRESH H2O FILTRATION SYSTEMS								
		23-01144	08/23/23	4 STAGE MICRO FILTER CHANGE	Open	149.99	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01643	LORANGER, LISA	23-01168	08/28/23	MAILCHIMP REIMBURSEMENT	Open	100.00	0.00		
01659	ORIENTAL TRADING	23-00417	03/15/23	EGG COLORING SUPPLIES	Open	268.51	0.00		
01669	FUN TIME ENTERTAINMENT LLC	23-00864	06/20/23	6/27 BLUE CRUSH COMBO	Open	8,100.00	0.00		
01757	COMPLETE SECURITY SYSTEMS INC.	23-01138	08/21/23	FIRE ALARM MONITORING 2024	Open	2,820.00	0.00		
		23-01202	09/05/23	BATTERIES FOR FIRE ALARM	Open	<u>51.96</u>	0.00		
						2,871.96			
01760	UNITED PARCEL SERVICE	23-01193	08/31/23	F047X6 UNITED PARCEL AUGUST	Open	199.26	0.00		
01767	VERIZON	23-01135	08/18/23	156-951-896-0001-85 VERIZON	Open	79.00	0.00		
		23-01170	08/28/23	555-569-014-0001-55 VERIZON	Open	<u>170.64</u>	0.00		
						249.64			
01833	MCGEE, HEATHER (PETTY CASH)	23-01156	08/24/23	REIMB PETTY CASH MPD	Open	286.29	0.00		
01852	REDICARE LLC	23-01083	08/04/23	FIRST AID PREMIUM 60 DAY SVC	Open	85.00	0.00		
		23-01084	08/04/23	FIRST AID 60 DAY SERVICE	Open	<u>170.00</u>	0.00		
						255.00			
01856	MONTVALE FLORIST	23-01163	08/25/23	SYMPATHY FLOWERS-J.FONDACARO	Open	85.00	0.00		
01879	RESERVE AT MONTVALE	22-00556	04/27/22	2022 SNOW & LIGHTING MAXIMUM	Open	1,420.00	0.00		
01890	GREATAMERICA FINANCIAL SRVCS	23-00139	01/19/23	POSTAGE MACHINE LEASE	Open	578.00	0.00		B
01895	INSTITUTE FOR PROFESSIONAL	23-01167	08/28/23	WEBINAR 8/30/23-CYBERSECURITY	Open	50.00	0.00		
01956	BLUE 360 MEDIA LLC	23-00875	06/22/23	NJ CRIMINAL LAW & VEHICLE	Open	83.75	0.00		
01993	GREG TANZER SPRINKLERS	23-00422	03/16/23	SPRINKLER CONTRACT 2023	Open	1,425.00	0.00		B
		23-00962	07/11/23	SPRINKLER REPAIRS 2023	Open	1,783.74	0.00		
		23-01146	08/23/23	SPRINKLER REPAIRS 159 LATRENTA	Open	719.75	0.00		
		23-01148	08/23/23	SERVICE CALL SPRINKLERS	Open	<u>5,200.00</u>	0.00		
						9,128.49			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02003	MONTVALE P.B.A	23-01054	07/28/23	PO BUSINESS CARDS	Open	540.00	0.00		
02011	HUNTINGTON BAILEY, L.L.P.	23-00350	03/01/23	2023 LEGAL FEES	Open	1,495.10	0.00		B
		23-01052	07/27/23	PROFESSIONAL SERVICES RENDERED	Open	<u>1,744.00</u>	0.00		
						3,239.10			
02017	JKS PARTNERS, LLC	23-00453	03/27/23	PD DARE WORK BOOKLETS	Open	174.90	0.00		
02019	UGI ENERGY SERVICES, LLC	23-01124	08/16/23	UGI ENERGY SERVICES JULY 2023	Open	274.39	0.00		
02030	GT MARKETING, LTD	23-01174	08/28/23	MAILING OF FINAL TAX BILLS	Open	3,033.29	0.00		
02032	ALPHA OMEGA INVESTMENT GROUP	23-01062	08/01/23	SITE PLAN REVIEW DINNER	Open	97.69	0.00		
		23-01204	09/05/23	SITE PLAN REVIEW DINNER	Open	<u>104.50</u>	0.00		
						202.19			
02035	LABELLE PRINTING CO., LTD	23-00894	06/26/23	PD BANNER	Open	135.00	0.00		
02037	REGAL CINEMAS, INC.	23-00918	06/28/23	7/7 ADVENTURE CAMP MOVIE	Open	1,275.00	0.00		
02042	KEAVNEY & STREGER LLC	23-00974	07/12/23	PROF. CONSULTING-EMS STUDY	Open	680.00	0.00		
02045	HYECRAFT LLC	23-01085	08/07/23	PROFESSIONAL SERVICES RENDERED	Open	2,085.00	0.00		
02047	WYNOHRADNYK, DANIEL	23-01123	08/15/23	REIMB WYNOHRADNYK CLTHG MEAL	Open	197.92	0.00		
02086	TAYLOR RENTAL	23-00975	07/12/23	PD DUNK TANK FOR TOUCH A TRUCK	Open	377.50	0.00		
02141	REGAN, ROBERT T., ESQ.	23-00366	03/06/23	MONTVALE MASTER PLAN	Open	27.25	0.00		B
02143	BUSHKA CONSTRUCTION L.L.C.	23-00358	03/03/23	MONTVALE HOME IMPROVEMENT PRG.	Open	18,300.00	0.00		B
02426	VERIZON WIRELESS	23-01111	08/14/23	242317487-00001 VERIZON JULY	Open	772.43	0.00		
02679	EDMUNDS GOVTECH	23-01175	08/28/23	PRINTING 2023/2024 TAX BILLS	Open	862.92	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02911	TA ASSOCIATION BERG./PASSAIC CTY	23-01104	08/14/23	TA BERGEN/PASSAIC MEMBERSHIP	Open	50.00	0.00		
02987	DATA NETWORK SOLUTIONS	23-00815	06/08/23	2023 BORO PHONE 201-391-5700	Open	1,096.29	0.00		B
02990	VILLAGE SPRINGS AT MONTVALE	23-01195	08/31/23	VILLAGE SPRINGS HOA ASSISTANCE	Open	1,050.00	0.00		
02994	YORKTEL	23-01177	08/29/23	GOVPILOT MUNICIPAL SOFTWARE	Open	39,363.00	0.00		
02995	LANG, DIANE	23-01197	08/31/23	2023 MONTVALE WELLNESS PROGRAM	Open	400.00	0.00		
03060	TRI-STATE TECHNICAL SERVICES	23-00113	01/17/23	2023 ADOBE SOFTWARE/DROPBOX	Open	39.38	0.00		B
		23-01161	08/25/23	ZOOM MONTHLY CHARGE COURT	Open	17.05	0.00		
						56.43			
03084	WESLEY SICOMAC DAIRY	23-00273	02/10/23	2023 MILK DELIVERY	Open	42.54	0.00		B
03632	RR DONNELLEY	23-00746	05/25/23	SAFETY PAPER FOR REGISTRAR	Open	213.00	0.00		
03659	STATE OF NJ DEPT OF LABOR & WF	23-01114	08/14/23	CATASTROPHIC ILLNESS FUND	Open	258.00	0.00		
03666	VERIZON -3070534	23-01164	08/25/23	450-001-742-0001-13 VERIZON	Open	57.43	0.00		
03727	STAPLES INC	23-01038	07/26/23	PD OFFICE SUPPLIES	Open	1,496.02	0.00		
		23-01075	08/02/23	office supplies	Open	46.85	0.00		
						1,542.87			
03756	BOLKEMA FUEL OIL	23-01026	07/25/23	GENERATOR FUEL	Open	918.00	0.00		
03760	UNITED RENTALS, INC	23-00751	05/30/23	LIBRARY COOLERS	Open	3,189.91	0.00		
		23-00986	07/13/23	EMERGENCY COOLERS	Open	489.15	0.00		
						3,679.06			
03890	BUSINESS INFORMATION SYSTEMS	23-01129	08/16/23	BIS DIGITAL RECORDING SYSTEM	Open	925.00	0.00		
03967	INTERNATIONAL CODE COUNCIL	23-01143	08/22/23	CODE BOOK PAGES	Open	16.50	0.00		
03987	MAZZEO, NICHOLAS	23-01150	08/24/23	REIMB MEAL & CLOTHING	Open	77.73	0.00		

Vendor #	Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04004	MONTVALE RECREATION						
23-01021	07/24/23	CAMP BOWLING TRIPS	Open	9,800.00	0.00		

Total Purchase Orders: 119 Total P.O. Line Items: 0 Total List Amount: 3,247,862.28 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 2022	2-01	3,866.00	0.00	3,866.00	0.00	0.00	3,866.00
CURRENT FUND 2023	3-01	3,130,416.78	0.00	3,130,416.78	0.00	0.00	3,130,416.78
CAPITAL FUND	C-04	56,331.06	0.00	56,331.06	0.00	0.00	56,331.06
BOA ESCROW ACCOUN	E-08	12,203.75	0.00	12,203.75	0.00	0.00	12,203.75
OTHER TRUST ACCOU	T-03	20,398.50	0.00	20,398.50	0.00	0.00	20,398.50
DOG TRUST ACCOUNT	T-12	7.20	0.00	7.20	0.00	0.00	7.20
UNEMPLOYMENT TRUS	T-13	258.00	0.00	258.00	0.00	0.00	258.00
OPEN SPACE TRUST	T-14	5,200.00	0.00	5,200.00	0.00	0.00	5,200.00
RECREATION TRUST	T-19	19,180.99	0.00	19,180.99	0.00	0.00	19,180.99
Year Total:		45,044.69	0.00	45,044.69	0.00	0.00	45,044.69
Total of All Funds:		3,247,862.28	0.00	3,247,862.28	0.00	0.00	3,247,862.28