

AGENDA
WORK SESSION MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
November 26, 2024
Closed Executive Session to Commence 7:15PM
Meeting to Commence 7:30PM

CLOSED/EXECUTIVE SESSION:

Motion to move into Executive Session as provided for by Resolution No. 15-2024 adopted on January 1, 2024 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. Personnel – Rice Notice – Chris Gruber - Tenure

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

ORDINANCES:

None

MINUTES:

November 14, 2024

CLOSED SESSION MINUTES:

October 29, 2024

November 14, 2024

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.

- 199-2024 A Resolution Authorizing The Borough Of Montvale To Withdraw From The Pascack Joint Municipal Court
- 200-2024 A Resolution Authorizing the Execution of a Grant Agreement with the BMED Gateway Fund for the Borough's Health and Wellness Program for 2025
- 201-2024 Authorize Release of the Performance Surety Bond for - Montvale Development Associates II, LLC – Block 2802; Lot 2 and Posting of Two-Year Maintenance Bond
- 202-2024 Award Professional Service Contract -Affordable Housing Planning Consultant-LJS Consulting, LLC
- 203-2024 A Resolution Approving a Shared Service Agreement between the Borough of Montvale and the County of Bergen For the Provision of Secure High-Speed Fiber Optic Internet Services
- 204-2024 Authorize Release of the Performance Surety Bond for – LC Developers, LLC Block 712, Lot 9 – 69 Montvale Ave

BILLS:

ENGINEER'S REPORT:

ATTORNEY'S REPORT:

ADMINISTRATOR'S REPORT:

UNFINISHED BUSINESS:

None

NEW BUSINESS:

- a. Schedule Re-Organization Meeting – January 1, 2025 at Noon
- b. Schedule Budget Meetings Jan 6, 13 and 27 at 6pm on Zoom
- c. Re-Schedule a few Council meeting dates in 2025

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:

Regular Meeting of the Mayor & Council will be held at 7:30pm on Thursday, December 12, 2024 – last meeting of the year.

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

**PUBLIC MEETING
MINUTES**

The Public Meeting of the Mayor and Council was held in Council Chambers and called to order at 7:32PM. 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: Mayor Ghassali, Borough Attorney, Dave Lafferty; Administrator, Joe Voytus; Borough Engineer, Carol O'Brien and Municipal Clerk, Fran Scordo

ROLL CALL:

Councilmember Arendacs - absent
Councilmember Cudequest
Councilmember Koelling

Councilmember Lane
Councilmember Roche
Councilmember Russo-Vogelsang

ORDINANCES:

INTRODUCTION OF ORDINANCE NO. 2024-1561 AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 170 OF THE BOROUGH CODE TO REVISE ENGINEERING FEES TO A "FLAT FEE" STRUCTURE
(public hearing 12-12-24)

A motion to Introduce Ordinance 2024-1561 for first reading was made by Councilmember Russo-Vogelsang; seconded by Councilmember Cudequest Lane; Clerk read by title only; Councilmember Lane 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

INTRODUCTION OF ORDINANCE NO. 2024-1562 AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 344 OF THE BOROUGH CODE TO REVISE THE BOROUGH'S STORMWATER MANAGEMENT ORDINANCE

A motion to Introduce Ordinance 2024-1562 for first reading was made by Councilmember Russo-Vogelsang; seconded by Councilmember Cudequest; Clerk read by title only; Councilmember Lane 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

MEETING OPEN TO PUBLIC:

Agenda Items Only

Motion to open meeting to the public by Councilmember Cudequest; seconded by Councilmember Roche – all ayes

No Public Comment

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

MEETING CLOSED TO PUBLIC:

Agenda Items Only

MINUTES:**October 29, 2024**

A motion to accept minutes by Councilmember Cudequest; seconded by Councilmember Russo-Vogelsang - all ayes

CLOSED SESSION MINUTES:

None

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.

190-2024 Authorizing Refund of Redemption of Tax Sale Certificate #22-00001 for Block 1503;**Lot 2, 3 Pine Street**

WHEREAS, at the Municipal Tax Sale held on October 26, 2023, a lien was sold on Block 1503, Lot 2, also known as 3 Pine Street for 2022 property taxes; and,

WHEREAS, this lien, known as Tax Sale Certificate #22-00001, was sold to Touma & Associates, 30 Henry Street, Glen Rock, NJ 07452 at 0% interest rate and a premium in the amount of \$25,500.00; and

WHEREAS, PHH Mortgage Services has affected redemption of Tax Sale Certificate #22-00001 in the amount of \$31,734.64; 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 Tax Collector be and is hereby authorized to Redeem Certificate #22-00001 in the amount of \$31,734.64 plus \$25,500.00 premium for a total amount of \$57,234.64 to Touma & Associates, 30 Henry Street, Glen Rock, NJ 07452

191-2024 Authorize Budget Transfers Between Appropriation Accounts Pursuant To N.J.S.A.**40a:4-58**

WHEREAS, certain transfers of funds for various 2024 budget appropriations are necessary to cover anticipated expenditures; and

WHEREAS, N.J.S.A. 40A:4-58 provides for the transfer of appropriations with excess over and above the amount deemed necessary to fulfill their purposes to those appropriations considered to be insufficient; and

WHEREAS, the appropriations subject to fund transfers hereby are not within those restricted by N.J.S.A. 40A:4-58 for transfer purposes.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor & Borough Council of the Borough of Montvale, in the County of Bergen, State of New Jersey, that the Chief Financial Officer shall and is hereby authorized to make transfers between appropriations accounts of the 2024 Municipal Budget as follows:

	FROM	TO
General Appropriations (A) Operations – within "CAPS" GENERAL GOVERNMENT FUNCTIONS State Uniform Construction Code Construction Official Other Expenses	\$8,500	
Construction Official		

BOROUGH OF MONTVALE**NOVEMBER 14, 2024**

Salaries & Wages		\$8,500
MUNICIPAL COURT FUNCTIONS		
Municipal Court Administration		
Salaries & Wages	\$6,000	
Municipal Court Administration		
Other Expenses		\$6,000
(A) Operations – Excluded from “CAPS”		
Shared Service Agreements		
Municipal Court Administration		
Salaries and Wages	\$15,000	
Municipal Court Administration		
Other Expenses		\$15,000
Pascack Valley Regional School District		
Special Police		
Other Expenses	\$600	
Pascack Valley Regional School District		
Special Police		
Salaries and Wages		\$600

192-2024 A Resolution Amending a Professional Services Contract to King, Moench & Collins LLP to Serve as Special Counsel for Affordable Housing Litigation

WHEREAS, the Governing Body previously awarded a professional services contract to Michael Collins, Esq. and King, Moench & Collins LLP (“KMC”) to serve as Special Counsel for Affordable Housing Litigation to represent the Borough (and other municipalities) in connection with a challenge to the recent legislation concerning Round 4 of the state-wide affordable housing obligations; and **WHEREAS**, the Borough’s initial award had a “not to exceed” figure of \$30,000, and the Borough is desirous of increasing this figure to a “not to exceed” value of \$100,000; and

WHEREAS, the payments for KMC’s services shall come from the Trust Fund established with funds from all participating municipalities; and

WHEREAS, pursuant to *N.J.S.A. 40A:11-5(a)(i)*, a professional services contract is exempt from public bidding requirements; 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 that the professional services contract with Michael Collins, Esq. and King, Moench & Collins LLP to serve as Special Counsel for Affordable Housing Litigation is hereby amended to increase the “not to exceed” figure to \$100,000; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and empowered to execute a contract consistent with the provisions and intent of this Resolution, subject to approval of same by the Borough Attorney; and

BE IT FURTHER RESOLVED that the Borough Clerk shall publish notice of this contract award in the official newspaper of the Borough, in accordance with *N.J.S.A. 40A:11-5*.

193-2024 Authorize Release of Escrow-RW Dake and Co. Inc.-33 South Kinderkamack Rd-Block 2402, Lot 2

WHEREAS, RW Dake and Co. Inc. has requested release of escrow posted for 33n S. Kinderkamack Road – Block 2402, Lot 2; 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 KPMG LLP in the amount of \$330.00; and

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

194-2024 Award Professional Service Contract to Colliers Engineering & Design, for Tier A Municipal Stormwater Permit, Storm Water Outfall Inspections and Storm Sewer Locations

WHEREAS, the Borough of Montvale is required to perform inspections on all stormwater outfalls. One third has been completed and the final third by end of 2025. This requirement deems it necessary to engage the professional services of an Engineer to provide inspection services for the Montvale's Tier A- Municipal Stormwater General Permit; 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 Engineer & Design, 300 Tice Blvd, Suite 101, Woodcliff Lake, NJ 07677 has submitted a proposal dated November 7, 2024 which is attached to this resolution; and

WHEREAS, Colliers will perform the preparation of the MS4 compliance report, Storm Sewer Outfall and Detention Basin Inspections, and GIS mapping of approximately one third of the Borough's stormwater conveyance system for a cost not to exceed \$50,000.00; and

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

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

195-2024 Authorize Execution of Agreement with Summit Ridge Condominium Association Municipal Service Agreement

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

WHEREAS, an agreement has been negotiated between the Borough of Montvale and Summit Ridge Condominium Association to satisfy the obligation of the Borough as provided by the Condo Service Act, which agreement is attached and made part of this resolution; and

WHEREAS, this agreement shall remain in effect for a five year period to commence on January 1, 2024 and terminating on December 31, 2028; and

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

196-2024 Authorize Release Of Performance Surety Bond – SHG Montvale MB, LLC - Block 2702, Lot 1; and Block 2801, Lot 2 and Posting Of Two-Year Maintenance Bond

WHEREAS, SHG Montvale MB, LLC (Mercedes Property) has requested a release of their Performance Surety Bond; and

WHEREAS, a completed inspection of the site has been conducted by Collier Engineering and takes no exception to the release of the remaining performance guarantee in the amount \$787,682.66; and

WHEREAS, the cost of this project was \$875,203.07 and as a condition of the release of the cash bond portion in the amount of \$87,520.41 of the Performance Guarantee is the requirement to furnish a two-year Maintenance Guarantee in the amount of \$131,280.46; and

WHEREAS, details of this release are stated in a letter dated October 29, 2024 and in a letter dated November 11, 2024 from Colliers Engineering and has been made a part of this resolution; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that the Borough Treasurer is hereby authorized to release the cash performance guarantee for SHG Montvale MB, LLC when the Two-Year Maintenance Bond in the amount of \$131,280.46 shall be posted with the Municipal Clerk. A copy of this resolution shall be sent to Antimo A. DelVecchio of Beattie Padavano, LLC Counsellors At Law, 200 Market Street, Suite 401, Montvale, NJ 07645.

198-2024 Authorize Release of the Outstanding Balance of the Performance Guarantee for - Montvale Development Associates, LLC - Block 2802; Lot 2 & 3 - Block 1002; Lots 3 & 5

WHEREAS, Montvale Development Associates, Shoppes At DePiero Farm has requested a release of their cash balance Performance Guarantee; and

WHEREAS, a completed inspection of the site has been conducted by Colliers Engineering and takes no exception to the release of the outstanding balance of the performance guarantee in the amount \$187,816.25 per Resolution No. 203-2020; and

WHEREAS, details of this release are stated in a letter dated November 13, 2024 from Colliers Engineering and has been made a part of this resolution; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that the Borough Treasurer is hereby authorized to release the cash performance guarantee for Montvale Development Associates, LLC in the amount of \$187,816.25; a copy of this resolution shall be sent to Antimo A. DelVecchio of Beattie Padavano, LLC Counsellors At Law, 200 Market Street, Suite 401, Montvale, NJ 07645.

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

197-2024 Authorize Release of the Performance Surety Bond for - Montvale Development Associates II, LLC - Block 2802; Lot 2 and Posting of Two-Year Maintenance Bond

WHEREAS, Montvale Development Associates II, LLC has requested a release of their Performance Surety Bond; and

WHEREAS, a completed inspection of the site has been conducted by Colliers Engineering and takes no exception to the release of the Performance Surety Bond in the amount of \$111,103.00 and cash portion of the Performance Bond in the amount of \$12,345.00; and

WHEREAS, the cost of this project was \$8,360,043.97, therefore a two-year maintenance bond in the amount of \$1,254,006.60 is required as a condition of the release of the cash bond portion in the amount of \$12,345.00 of the Performance Guarantee; and

WHEREAS, details of this release are stated in a letter dated November 11, 2024 from Colliers Engineering and has been made a part of this resolution; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that the Borough Treasurer is hereby authorized to release the cash performance bond for Montvale Development Associates II, LLC in the amount of \$12,345.00 and the Performance Surety Bond in the amount of \$111,103.00; when the Two-Year Maintenance Bond in the amount of \$1,254,006.60 shall be posted with the Municipal Clerk. A copy of this resolution shall be sent to Antimo A. DelVecchio of Beattie Padavano, LLC Counsellors At Law, 200 Market Street, Suite 401, Montvale, NJ 07645.

Introduced by: Councilmember Roche; seconded by Councilmember Lane - a roll call was taken - all ayes Clerk explained, we are waiting on Colliers Engineering to confirm the correct amount of the Maintenance bond. Mayor Ghassali suggested we wait until we receive the current amount; the BA stated we can table until the next meeting on November 26; a motion to table resolution by Councilmember Lane; seconded by Councilmember Cudequest – all ayes

BILLS: Administrator read the Bill Report.

Motion to pay bills by Councilmember Lane; seconded by Councilmember Russo-Veogelsang - all ayes

REPORT OF REVENUE: Administrator read the Report of Revenue for the month of October

COMMITTEE REPORTS:

Council President Roche

Looking to schedule their 2025 networking event in January or February; Tree lighting December 6th;

Councilmember Cudequest

Board of Health

Hackensack nursing will no longer provide services for the borough; NorthWest will provide nursing services to the borough, a new contract will be provided for the next 2 years; completed several inspections; Rabies clinic will be held on Saturday, November 16 at the DPW from 9:30am-11:00am;

Library

32 new cards were issued; Friends of the Library will be hosting their first fashion and jewelry sale on November 23rd; holiday book sale will be scheduled for 2 weeks in December

Seniors

Nov 6 – murder mystery trip; Nov 13-15 – Lancaster, PA; Nov 21 – Thanksgiving feast will be sponsored by the Police department; Dec 3 – Holiday party will be held at Seasons

Councilmember Lane

Fire Dept

36 fire calls; held their 100th anniversary celebration where they recognized past members and current members for years of service awards; new engine should be ready in June 2025

Finance

The budget process is right around the corner; all budget meetings are open to the public meeting

Councilmember Koelling

Police

Monthly report included in original minutes;

Thanked everyone who voted for him and AnnMarie

Councilmember Russo-Vogelsang

BOE

Director of Curriculum will be retiring end of this year.

MAYOR'S REPORT:

Congratulations to Dieter and AnnMarie; Town Hall meeting on November 18 at 7pm, the topic will be affordable housing; December 20 is scheduled for our court date regarding affordable housing; will be meeting with a few more mayors at the league to discuss affordable housing; Economic Committee held their business round table with 20 local businesses attended; Exit 171 discussions are ongoing with the County and Turnpike Authority; southbound parkway ramp on W Grand Ave will be closed for approximately 9 months

ENGINEER'S REPORT: Carl O'Brien

Included in minutes

ATTORNEY'S REPORT: David Lafferty, Esq.

Closed on 26 N Kinderkamack Rd, this will be 6 affordable units for disabled vets

ADMINISTRATOR'S REPORT: Joe Voytus

In December we will receive formal notice from the County Tax Board to do a town-wide re-val for the year 2027; a proposal from Darlene Green was submitted for our vacant land analysis which is needed as part of our round 4 compliance.

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:

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

No Public Comment

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

MEETING CLOSED TO THE PUBLIC:

ADJOURNMENT:

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

Meeting was adjourned at 8:05pm

Regular Workshop Meeting of the Mayor & Council to be held at 7:30pm on Tuesday, November 26, 2024

Respectfully submitted, Frances Scordo, Municipal Clerk

**PUBLIC MEETING
MINUTES**

The Public Meeting of the Mayor and Council was held in Council Chambers and called to order at 7:32PM. 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: Mayor Ghassali, Borough Attorney, Dave Lafferty; Administrator, Joe Voytus; Borough Engineer, Carol O'Brien and Municipal Clerk, Fran Scordo

ROLL CALL:

Councilmember Arendacs - absent
Councilmember Cudequest
Councilmember Koelling

Councilmember Lane
Councilmember Roche
Councilmember Russo-Vogelsang

ORDINANCES:

INTRODUCTION OF ORDINANCE NO. 2024-1561 AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 170 OF THE BOROUGH CODE TO REVISE ENGINEERING FEES TO A "FLAT FEE" STRUCTURE
(public hearing 12-12-24)

A motion to Introduce Ordinance 2024-1561 for first reading was made by Councilmember Russo-Vogelsang; seconded by Councilmember Cudequest Lane; Clerk read by title only; Councilmember Lane 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

INTRODUCTION OF ORDINANCE NO. 2024-1562 AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 344 OF THE BOROUGH CODE TO REVISE THE BOROUGH'S STORMWATER MANAGEMENT ORDINANCE

A motion to Introduce Ordinance 2024-1562 for first reading was made by Councilmember Russo-Vogelsang; seconded by Councilmember Cudequest; Clerk read by title only; Councilmember Lane 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

MEETING OPEN TO PUBLIC:

Agenda Items Only

Motion to open meeting to the public by Councilmember Cudequest; seconded by Councilmember Roche – all ayes

No Public Comment

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

MEETING CLOSED TO PUBLIC:

Agenda Items Only

MINUTES:**October 29, 2024**

A motion to accept minutes by Councilmember Cudequest; seconded by Councilmember Russo-Vogelsang - all ayes

CLOSED SESSION MINUTES:

None

RESOLUTIONS: (CONSENT AGENDA*)

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190-2024 Authorizing Refund of Redemption of Tax Sale Certificate #22-00001 for Block 1503;**Lot 2, 3 Pine Street**

WHEREAS, at the Municipal Tax Sale held on October 26, 2023, a lien was sold on Block 1503, Lot 2, also known as 3 Pine Street for 2022 property taxes; and,

WHEREAS, this lien, known as Tax Sale Certificate #22-00001, was sold to Touma & Associates, 30 Henry Street, Glen Rock, NJ 07452 at 0% interest rate and a premium in the amount of \$25,500.00; and

WHEREAS, PHH Mortgage Services has affected redemption of Tax Sale Certificate #22-00001 in the amount of \$31,734.64; 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 Tax Collector be and is hereby authorized to Redeem Certificate #22-00001 in the amount of \$31,734.64 plus \$25,500.00 premium for a total amount of \$57,234.64 to Touma & Associates, 30 Henry Street, Glen Rock, NJ 07452

191-2024 Authorize Budget Transfers Between Appropriation Accounts Pursuant To N.J.S.A.**40a:4-58**

WHEREAS, certain transfers of funds for various 2024 budget appropriations are necessary to cover anticipated expenditures; and

WHEREAS, N.J.S.A. 40A:4-58 provides for the transfer of appropriations with excess over and above the amount deemed necessary to fulfill their purposes to those appropriations considered to be insufficient; and

WHEREAS, the appropriations subject to fund transfers hereby are not within those restricted by N.J.S.A. 40A:4-58 for transfer purposes.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor & Borough Council of the Borough of Montvale, in the County of Bergen, State of New Jersey, that the Chief Financial Officer shall and is hereby authorized to make transfers between appropriations accounts of the 2024 Municipal Budget as follows:

	FROM	TO
General Appropriations		
(A) Operations – within "CAPS"		
GENERAL GOVERNMENT FUNCTIONS		
State Uniform Construction Code		
Construction Official		
Other Expenses	\$8,500	
Construction Official		

BOROUGH OF MONTVALE**NOVEMBER 14, 2024**

Salaries & Wages		\$8,500
MUNICIPAL COURT FUNCTIONS		
Municipal Court Administration		
Salaries & Wages	\$6,000	
Municipal Court Administration		
Other Expenses		\$6,000
(A) Operations – Excluded from "CAPS"		
Shared Service Agreements		
Municipal Court Administration		
Salaries and Wages	\$15,000	
Municipal Court Administration		
Other Expenses		\$15,000
Pascack Valley Regional School District		
Special Police		
Other Expenses	\$600	
Pascack Valley Regional School District		
Special Police		
Salaries and Wages		\$600

192-2024 A Resolution Amending a Professional Services Contract to King, Moench & Collins LLP to Serve as Special Counsel for Affordable Housing Litigation

WHEREAS, the Governing Body previously awarded a professional services contract to Michael Collins, Esq. and King, Moench & Collins LLP ("KMC") to serve as Special Counsel for Affordable Housing Litigation to represent the Borough (and other municipalities) in connection with a challenge to the recent legislation concerning Round 4 of the state-wide affordable housing obligations; and **WHEREAS**, the Borough's initial award had a "not to exceed" figure of \$30,000, and the Borough is desirous of increasing this figure to a "not to exceed" value of \$100,000; and

WHEREAS, the payments for KMC's services shall come from the Trust Fund established with funds from all participating municipalities; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(a)(i), a professional services contract is exempt from public bidding requirements; 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 that the professional services contract with Michael Collins, Esq. and King, Moench & Collins LLP to serve as Special Counsel for Affordable Housing Litigation is hereby amended to increase the "not to exceed" figure to \$100,000; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and empowered to execute a contract consistent with the provisions and intent of this Resolution, subject to approval of same by the Borough Attorney; and

BE IT FURTHER RESOLVED that the Borough Clerk shall publish notice of this contract award in the official newspaper of the Borough, in accordance with N.J.S.A. 40A:11-5.

193-2024 Authorize Release of Escrow-RW Dake and Co. Inc.-33 South Kinderkamack Rd-Block 2402, Lot 2

WHEREAS, RW Dake and Co. Inc. has requested release of escrow posted for 33n S. Kinderkamack Road – Block 2402, Lot 2; 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 KPMG LLP in the amount of \$330.00; and

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

194-2024 Award Professional Service Contract to Colliers Engineering & Design, for Tier A Municipal Stormwater Permit, Storm Water Outfall Inspections and Storm Sewer Locations

WHEREAS, the Borough of Montvale is required to perform inspections on all stormwater outfalls. One third has been completed and the final third by end of 2025. This requirement deems it necessary to engage the professional services of an Engineer to provide inspection services for the Montvale's Tier A- Municipal Stormwater General Permit; 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 Engineer & Design, 300 Tice Blvd, Suite 101, Woodcliff Lake, NJ 07677 has submitted a proposal dated November 7, 2024 which is attached to this resolution; and

WHEREAS, Colliers will perform the preparation of the MS4 compliance report, Storm Sewer Outfall and Detention Basin Inspections, and GIS mapping of approximately one third of the Borough's stormwater conveyance system for a cost not to exceed \$50,000.00; and

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

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

195-2024 Authorize Execution of Agreement with Summit Ridge Condominium Association Municipal Service Agreement

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

WHEREAS, an agreement has been negotiated between the Borough of Montvale and Summit Ridge Condominium Association to satisfy the obligation of the Borough as provided by the Condo Service Act, which agreement is attached and made part of this resolution; and

WHEREAS, this agreement shall remain in effect for a five year period to commence on January 1, 2024 and terminating on December 31, 2028; and

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

196-2024 Authorize Release Of Performance Surety Bond – SHG Montvale MB, LLC - Block 2702, Lot 1; and Block 2801, Lot 2 and Posting Of Two-Year Maintenance Bond

WHEREAS, SHG Montvale MB, LLC (Mercedes Property) has requested a release of their Performance Surety Bond; and

WHEREAS, a completed inspection of the site has been conducted by Collier Engineering and takes no exception to the release of the remaining performance guarantee in the amount \$787,682.66; and

WHEREAS, the cost of this project was \$875,203.07 and as a condition of the release of the cash bond portion in the amount of \$87,520.41 of the Performance Guarantee is the requirement to furnish a two-year Maintenance Guarantee in the amount of \$131,280.46; and

WHEREAS, details of this release are stated in a letter dated October 29, 2024 and in a letter dated November 11, 2024 from Colliers Engineering and has been made a part of this resolution; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that the Borough Treasurer is hereby authorized to release the cash performance guarantee for SHG Montvale MB, LLC when the Two-Year Maintenance Bond in the amount of \$131,280.46 shall be posted with the Municipal Clerk. A copy of this resolution shall be sent to Antimo A. DelVecchio of Beattie Padavano, LLC Counsellors At Law, 200 Market Street, Suite 401, Montvale, NJ 07645.

198-2024 Authorize Release of the Outstanding Balance of the Performance Guarantee for - Montvale Development Associates, LLC - Block 2802; Lot 2 & 3 - Block 1002; Lots 3 & 5

WHEREAS, Montvale Development Associates, Shoppes At DePiero Farm has requested a release of their cash balance Performance Guarantee; and

WHEREAS, a completed inspection of the site has been conducted by Colliers Engineering and takes no exception to the release of the outstanding balance of the performance guarantee in the amount \$187,816.25 per Resolution No. 203-2020; and

WHEREAS, details of this release are stated in a letter dated November 13, 2024 from Colliers Engineering and has been made a part of this resolution; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that the Borough Treasurer is hereby authorized to release the cash performance guarantee for Montvale Development Associates, LLC in the amount of \$187,816.25; a copy of this resolution shall be sent to Antimo A. DelVecchio of Beattie Padavano, LLC Counsellors At Law, 200 Market Street, Suite 401, Montvale, NJ 07645.

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

197-2024 Authorize Release of the Performance Surety Bond for - Montvale Development Associates II, LLC - Block 2802; Lot 2 and Posting of Two-Year Maintenance Bond

WHEREAS, Montvale Development Associates II, LLC has requested a release of their Performance Surety Bond; and

WHEREAS, a completed inspection of the site has been conducted by Colliers Engineering and takes no exception to the release of the Performance Surety Bond in the amount of \$111,103.00 and cash portion of the Performance Bond in the amount of \$12,345.00; and

WHEREAS, the cost of this project was \$8,360,043.97, therefore a two-year maintenance bond in the amount of \$1,254,006.60 is required as a condition of the release of the cash bond portion in the amount of \$12,345.00 of the Performance Guarantee; and

WHEREAS, details of this release are stated in a letter dated November 11, 2024 from Colliers Engineering and has been made a part of this resolution; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that the Borough Treasurer is hereby authorized to release the cash performance bond for Montvale Development Associates II, LLC in the amount of \$12,345.00 and the Performance Surety Bond in the amount of \$111,103.00; when the Two-Year Maintenance Bond in the amount of \$1,254,006.60 shall be posted with the Municipal Clerk. A copy of this resolution shall be sent to Antimo A. DelVecchio of Beattie Padavano, LLC Counsellors At Law, 200 Market Street, Suite 401, Montvale, NJ 07645.

Introduced by: Councilmember Roche; seconded by Councilmember Lane - a roll call was taken - all ayes Clerk explained, we are waiting on Colliers Engineering to confirm the correct amount of the Maintenance bond. Mayor Ghassali suggested we wait until we receive the current amount; the BA stated we can table until the next meeting on November 26; a motion to table resolution by Councilmember Lane; seconded by Councilmember Cudequest – all ayes

BILLS: Administrator read the Bill Report.

Motion to pay bills by Councilmember Lane; seconded by Councilmember Russo-Veogelsang - all ayes

REPORT OF REVENUE: Administrator read the Report of Revenue for the month of October

COMMITTEE REPORTS:

Council President Roche

Looking to schedule their 2025 networking event in January or February; Tree lighting December 6th;

Councilmember Cudequest

Board of Health

Hackensack nursing will no longer provide services for the borough; NorthWest will provide nursing services to the borough, a new contract will be provided for the next 2 years; completed several inspections; Rabies clinic will be held on Saturday, November 16 at the DPW from 9:30am-11:00am;

Library

32 new cards were issued; Friends of the Library will be hosting their first fashion and jewelry sale on November 23rd; holiday book sale will be scheduled for 2 weeks in December

Seniors

Nov 6 – murder mystery trip; Nov 13-15 – Lancaster, PA; Nov 21 – Thanksgiving feast will be sponsored by the Police department; Dec 3 – Holiday party will be held at Seasons

Councilmember Lane

Fire Dept

36 fire calls; held their 100th anniversary celebration where they recognized past members and current members for years of service awards; new engine should be ready in June 2025

Finance

The budget process is right around the corner; all budget meetings are open to the public meeting

Councilmember Koelling

Police

Monthly report included in original minutes;

Thanked everyone who voted for him and AnnMarie

Councilmember Russo-Vogelsang

BOE

Director of Curriculum will be retiring end of this year.

MAYOR'S REPORT:

Congratulations to Dieter and AnnMarie; Town Hall meeting on November 18 at 7pm, the topic will be affordable housing; December 20 is scheduled for our court date regarding affordable housing; will be meeting with a few more mayors at the league to discuss affordable housing; Economic Committee held their business round table with 20 local businesses attended; Exit 171 discussions are ongoing with the County and Turnpike Authority; southbound parkway ramp on W Grand Ave will be closed for approximately 9 months

ENGINEER'S REPORT: Carl O'Brien

Included in minutes

ATTORNEY'S REPORT: David Lafferty, Esq.

Closed on 26 N Kinderkamack Rd, this will be 6 affordable units for disabled vets

ADMINISTRATOR'S REPORT: Joe Voytus

In December we will receive formal notice from the County Tax Board to do a town-wide re-val for the year 2027; a proposal from Darlene Green was submitted for our vacant land analysis which is needed as part of our round 4 compliance.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

None

COMMUNICATION CORRESPONDENCE:

None

MEETING OPEN TO THE PUBLIC:

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

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

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

No Public Comment

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

MEETING CLOSED TO THE PUBLIC:

ADJOURNMENT:

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

Meeting was adjourned at 8:05pm

Regular Workshop Meeting of the Mayor & Council to be held at 7:30pm on Tuesday, November 26, 2024

Respectfully submitted, Frances Scordo, Municipal Clerk

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 199-2024**

RE: A Resolution Authorizing The Borough Of Montvale To Withdraw From The Pascack Joint Municipal Court

WHEREAS, on or about February 8, 2011, the Borough of Montvale ("Montvale") entered into a Shared Services Agreement ("SSA") along with the Borough of Woodcliff Lake ("Woodcliff Lake") and the Borough of Park Ridge ("Park Ridge") (collectively, "the Municipalities") which established the Pascack Joint Municipal Court ("Joint Court") pursuant to N.J.S.A. 2B:12-1(b); and

WHEREAS, prior to the establishment of such Joint Court, the Boroughs of Montvale, Woodcliff Lake and Park Ridge each maintained separate municipal courts; and

WHEREAS, prior to the establishment of the Joint Court, the Municipalities conducted a mutually-supported study of the feasibility of either a joint municipal court pursuant to N.J.S.A. 2B:12-1 or a shared municipal court pursuant to N.J.S.A. 2B:12-1(c); and

WHEREAS, the municipalities ultimately determined it to be in their best interests to establish a joint municipal court; and

WHEREAS, N.J.S.A. 2B:12-1, et seq. authorizes the formation of a joint court provided that an agreement is entered into by all of the Municipalities, and provided that such Agreement is approved by and filed with the State of New Jersey Administrative Office of Courts and the Assignment Judge of the Superior Court of New Jersey, Bergen County; and

WHEREAS, the SSA was established in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. and designated Montvale as the lead agency; and

WHEREAS, the SSA was renewed in or about July 2023 by the Municipalities on substantially similar terms as the 2011 SSA; and

WHEREAS, Article VI, Section VI, Paragraph 1 of the New Jersey Constitution requires that the Judge of the Joint Court be nominated and appointed by the Governor of New Jersey with the advice and consent of the New Jersey Senate; and

WHEREAS, the 2023 SSA also provides that the Judge of the Joint Court shall be nominated and appointed by the Governor with the advice and consent of the Senate, following the recommendation of such Judge by the Joint Court Advisory Committee, established under Section VII(D) of the SSA; and

WHEREAS, a Judge of a single-municipality Municipal Court or a Shared Municipal Court does not have to be nominated and appointed by the Governor or confirmed by the Senate; and

WHEREAS, the position of Judge of the Joint Court has been vacant since approximately December 31, 2023; and

WHEREAS, the Joint Court Advisory Committee advanced the name of a qualified individual to serve as Judge of the Joint Court to the Governor in or around January of 2024; and

WHEREAS, the Governor has failed to nominate and the Senate has failed to confirm said individual; and

WHEREAS, the Joint Court has been operating with temporary judges designated by the Bergen County Assignment Judge and without a permanent Judge for approximately the last ten months with no indication a permanent judge will be soon nominated, appointed and/or confirmed; and

WHEREAS, for this and other reasons, Montvale has determined that it is no longer in its best interest to continue membership in the Joint Court and that it is in its best interest to withdraw from same as provided for in Section III(C) of the 2023 SSA; and

WHEREAS, upon its withdrawal from the Joint Court, Montvale is agreeable to continue as a shared municipal court pursuant to N.J.S.A 2B:12-1(c) along with Park Ridge and/or Woodcliff Lake or other municipalities or to resume operating as a single Municipal Court;

NOW, THEREFORE, BE IT RESOLVED, the Governing Body of the Borough of Montvale, County of Bergen, in the State of New Jersey hereby authorizes the Borough Administrator or Borough Attorney to serve a written notice to the Joint Court and the Municipalities of its intention to withdraw from the Joint Court effective January 1, 2026 and that such notice be delivered to the Joint Court and the Municipalities on or before December 31, 2024; and

BE IT FURTHER RESOLVED, nothing herein shall foreclose Montvale from negotiating with the Municipalities regarding the continuation of the Joint Court, the establishment of a shared municipal court or such other agreement as may be in the interests of Montvale or the Municipalities.

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

Adopted: November 26, 2024

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 200-2024**

RE: A Resolution Authorizing the Execution of a Grant Agreement with the BMED Gateway Fund for the Borough's Health and Wellness Program for 2025

WHEREAS, the Borough of Montvale affirms its understanding that the BMED Gateway Fund offers a grant opportunity to its member agencies who wish to initiate a partnership with the Fund to incentivize employee participation in health and wellness programming and awareness; and

WHEREAS, the Borough of Montvale understands that the grant is a matching grant and that participation in the Program requires local budgetary support and administration; and

WHEREAS, the application for grant consideration requires a resolution of the governing body's understanding and support for promoting health and wellness concepts within their employee population.

NOW THEREFORE BE IT RESOLVED that the Borough of Montvale authorizes the submission of a grant application for \$5,000.00 to the BMED Gateway Fund to enable their participation in the Fund's Health and Wellness Program for the 2025 calendar year.

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

Adopted: November 26, 2024

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 201-2024**

RE: Authorize Release of the Performance Surety Bond for - Montvale Development Associates II, LLC - Block 2802; Lot 2 and Posting of Two-Year Maintenance Bond

WHEREAS, Montvale Development Associates II, LLC has requested a release of their Performance Surety Bond; and

WHEREAS, a completed inspection of the site has been conducted by Colliers Engineering and takes no exception to the release of the Performance Surety Bond in the amount of \$111,103.00 and cash portion of the Performance Bond in the amount of \$12,345.00; and

WHEREAS, the cost of this project was \$123,448.00, therefore a two-year maintenance bond in the amount of \$15,431.00 is required as a condition of the release of the cash bond portion in the amount of \$12,345.00 of the Performance Guarantee; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that the Borough Treasurer is hereby authorized to release the cash performance bond for Montvale Development Associates II, LLC in the amount of \$12,345.00 and the Performance Surety Bond in the amount of \$111,103.00; when the Two-Year Maintenance Bond in the amount of \$15,431.00 shall be posted with the Municipal Clerk. A copy of this resolution shall be sent to Antimo A. DelVecchio of Beattie Padavano, LLC Counsellors At Law, 200 Market Street, Suite 401, Montvale, NJ 07645.

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

Adopted: November 26, 2024

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

300 Tice Blvd Suite 101
Woodcliff Lake, NJ 07677
Main: 877 627 3772



Engineering
& Design

November 19, 2024

Joseph W. Voytus
Administrator
Borough of Montvale
12 De Piero Drive
Montvale, NJ 07645

Re: Performance Bond Release
Montvale Development Associates II, LLC
Block 2802, Lot 2
Philips Parkway and Grand Avenue West
Montvale, Bergen County, New Jersey
Colliers Engineering & Design Project No. MVP197A

Dear Mr. Voytus,

On behalf of Montvale Development Associates II, LLC, our office has reviewed the as-built conditions at the above referenced site. Based upon our review of these conditions, our office takes no exception to release of the Performance Guarantees established by the Developer. Prior to release of these guarantees, the Developer shall post a Maintenance Guarantee for a period of two years.

Per Section 40:55D-53.41 (2) of the Municipal Land Use Law, a Maintenance Guarantee in an amount not to exceed 15% of the cost of the improvements shall be provided.

The Performance Guarantee for the project (120% of the cost of the bonded improvements or \$102,873.33) totaled \$123,448.00 (\$111,103 bond and \$12,345 cash); therefore, a Maintenance Guarantee in the amount of $\$102,873.33 \times 0.15 = \$15,431.00$ shall be provided and held for a period of two (2) years.

Thank you for your kind attention to this matter. Please do not hesitate to contact this office, should you have any questions.

Sincerely,

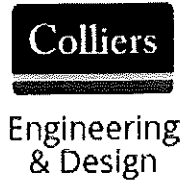
Colliers Engineering & Design, Inc.
(DBA Maser Consulting)

A handwritten signature in black ink, appearing to read "James Giurintano".

James Giurintano, P.E., P.P., C.M.E.
Board Engineer

JG/nl/bt

Project No. MVP197A
November 19, 2024
Page 2 | 2



cc: Montvale Planning Board (via Secretary)
Theresa DiPopolo, Administrative Assistant (tdipopolo@montvaleboro.org)
Robert T. Regan, Esq., Board Attorney (rtregan@rtreganlaw.com)
Darlene Green, PP, AICP, Board Planner (darlene.green@colliersengineering.com)
Antimo Del Vecchio (adelvecchio@beattielaw.com)

R:\Projects\M-P\MVP\MVP197A\Correspondence\OUT\241119_nml_Voytus_Phillips Parkway_Bond Release_MVP197A.docx

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 202-2024**

**RE: Award Professional Service Contract – Affordable Housing Planning
Consultant – LJS Consulting, LLC**

WHEREAS, the Borough of Montvale has a need to hire an Affordable Housing Planning Consultant through the alternate process pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5; and,

WHEREAS, Lara J. Schwager of LJS Consulting, LLC, has demonstrated the necessary expertise to provide such services to the Borough of Montvale; and

WHEREAS, Lara J. Schwager of LJS Consulting, LLC, has submitted a proposed Consulting Agreement, annexed hereto; and

WHEREAS, it is the desire of the Mayor and Borough Council to appoint Lara J. Schwager of LJS Consulting, LLC, 68 Equestrian Drive, Burlington, New Jersey 08016 for affordable housing planning services for the Borough; and

WHEREAS, the cost of this Agreement is not to exceed \$10,000.00; and

WHEREAS, the Certified Municipal Finance Officer has certified the availability of funds; and,

WHEREAS, LJS Consulting, LLC. has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the Borough of Montvale in the previous one year, and that the contract will prohibit LJS Consulting, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:111 et seq.) requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids and the Contract itself must be available for public inspection;

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

1. The Mayor and Municipal Clerk of the Borough of Montvale are hereby authorized and directed to execute the attached Consulting Agreement with LJS Consulting, LLC.

CONSULTING AGREEMENT

This Consulting Agreement (the "*Agreement*") is made and entered into as of August __, 2024 (the "*Effective Date*"), by and between LJS Consulting, LLC, with an address at 68 Equestrian Drive, Burlington, New Jersey 08016 ("*Consultant*"), and Borough of Montvale, a corporation with a place of business at 12 DePiero Drive Montvale, NJ 07645 ("*Borough*") Consultant and Borough may be referenced herein individually as "*Party*" or collectively, as "*Parties*."

RECITALS

WHEREAS, the Parties desire to enter into this Agreement to reflect, among other things, the agreement by Consultant to provide the Services (as defined below) to Borough on the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **SERVICES.** Subject to the terms and conditions of this Agreement, Consultant shall provide the services ("*Services*") as set forth on the statement of work attached hereto as *Exhibit A* (the "*Statement of Work*"). Consultant shall provide the Services to Borough in a good faith, professional, diligent manner and in accordance with applicable industry standards and applicable law. Borough shall cooperate with Consultant as appropriate in a good faith, professional, diligent manner.

2. **COMPENSATION.** Borough shall pay Consultant the fee specified on and in the manner set forth on the Statement of Work. Borough shall report all compensation paid to Consultant on an IRS Form 1099. Consultant shall be responsible for all expenses incurred in connection with the performance of the Services, except as may be specified in the Statement of Work.

3. **INDEPENDENT CONTRACTOR.** The Parties understand and agree that Consultant is an independent contractor and not an employee of Borough. It is understood that Consultant shall perform the services contemplated in this Agreement according to Consultant's own methods. Borough shall have no authority or right to direct or control Consultant's methods. Consultant has no authority to obligate Borough by contract or otherwise, unless Borough expressly delegates in writing such authority to Consultant. Any taxes imposed on Consultant due to activities performed hereunder shall be the sole responsibility of Consultant. Borough shall have no obligation to treat Consultant as an employee of Borough for purposes of fringe or employee benefit participation, coverage, or entitlement and Consultant hereby waives any right or entitlement thereto.

4. **PROPRIETARY AND CONFIDENTIAL INFORMATION.** Borough agrees that at all times during the term of Consultant's association with Borough and thereafter, Borough shall hold in strictest confidence and shall not disclose, use, or publish any of Consultant's Proprietary Information (defined below), except to the extent such disclosure, use or publication may be required in direct connection with Consultant's performing Services requested by Borough or is expressly authorized in writing by Consultant. The term "*Proprietary Information*" shall mean any and all trade secrets, confidential knowledge, know-how, or other proprietary information or materials of Consultant.

5. **INDEMNIFICATION.** Borough will indemnify and hold harmless Consultant from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) that result from a legal action taken relating to Consultant services.

6. **AUTHORITY AND NO CONFLICTING OBLIGATION.** Borough represents and warrants that:

(a) Borough has the full authority to enter into this Agreement; and

(b) Borough execution and performance of this Agreement shall not violate any agreement to which Borough is a party or by which it is bound, or any proprietary right of whatever kind of any third party.

7. **TERM AND TERMINATION.**

(a) This Agreement shall be billed on an hourly basis per Exhibit A. Except as otherwise provided herein and/or on the Statement of Work, either Party may terminate this Agreement at any time after the expiration of the initial term by giving no less than fourteen (14) days' prior written notice to the other Party. At this time, Borough shall pay to Consultant all hours worked and expenses incurred until such termination date.

(b) The obligations set forth in Sections 4, 5, and 6 shall survive any termination of this Agreement.

8. **NON-EXCLUSIVITY.** This Agreement is non-exclusive and Consultant has no obligation to refrain from rendering services to any other entity, except to the extent that such services would create a conflict of interest with the services to Borough hereunder.

9. **ASSIGNMENT.** The rights and liabilities of the Parties hereto shall bind and inure to the benefit of their respective successors, heirs, executors and administrators, as the case may be.

10. **GOVERNING LAW; VENUE.** This Agreement shall be governed by and construed according to the laws of the State of New Jersey, without regards to conflict of laws rules. The Parties expressly consent to the personal jurisdiction and venue in the state and federal courts of New Jersey and in the County where Consultant maintains Consultant's principal place of business, for any lawsuit between the Parties arising from or related to this Agreement.

11. **SEVERABILITY.** If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

12. **COMPLETE UNDERSTANDING; MODIFICATION.** This Agreement:

(a) May be amended at any time by an instrument in writing signed by the Parties hereto;

(b) May not be assigned, in whole or in part, by either Borough or Consultant without the written consent of the other; and

(c) Constitutes the entire Agreement between the Parties and supersedes all prior agreements of any kind between the Parties related to the subject matter of this Agreement.

13. **NOTICES.** All notices required under this Agreement shall be in writing and shall be effective upon receipt by the appropriate Party. Notice to the Borough shall be addressed to Joseph Voytus, Administrator, at the address stated above. Notice to the Consultant shall be addressed to the Consultant at the address stated above. Each Party shall properly notify the other Party in writing of any change in such addresses.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

BOROUGH :
Borough Of Montvale

By: _____
Name: Joseph W. Voytus
Title: Administrator

CONSULTANT:
LJS Consulting, LLC

[Signature]

EXHIBIT A

STATEMENT OF WORK

Services

Consultant has agreed to assist Borough of Montvale with its affordable housing planning for NJ's 4th Round Affordable Housing obligations. Consultant shall provide the specified services below:

- Assist in strategizing and reviewing options that allow for financially viable affordable or inclusionary housing communities for the Borough's 4th round obligation.
- Initial scope of work shall not exceed \$ _____ without authorization from the Borough Administrator.

As full and complete compensation for performing the Services, Consultant shall be paid according to the following fee schedule:

- Strategy discussions, investigative work and travel, shall be billed at \$250/hour.

Consultant will invoice the Borough on a monthly basis for all Services provided to Borough during the prior month. Payment is due within thirty (30) days of receipt of the invoice or as soon thereafter as may be reasonable. Invoices shall be sent to Joseph W. Voytus by electronic mail. Payment shall be by way of Borough check. In the event that the Borough fails to pay an invoice within forty five (45) days, in addition to fees for the services reflected on the invoice, Consultant may terminate this Agreement immediately upon written notice to the Borough, without any liability to the Borough for such termination or further liability or obligation under this Agreement.

2. This Contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.

3. The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

4. This Agreement shall not exceed \$10,000.00 without further approval of the Governing Body.

5. A Notice of this action shall be printed once in the official newspaper of the Borough.

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

Adopted: November 26, 2024

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

CONSULTING AGREEMENT

This Consulting Agreement (the “*Agreement*”) is made and entered into as of August __, 2024 (the “*Effective Date*”), by and between LJS Consulting, LLC, with an address at 68 Equestrian Drive, Burlington, New Jersey 08016 (“*Consultant*”), and Borough of Montvale, a corporation with a place of business at 12 DePiero Drive Montvale, NJ 07645 (“*Borough*”) Consultant and Borough may be referenced herein individually as “*Party*” or collectively, as “*Parties*.”

RECITALS

WHEREAS, the Parties desire to enter into this Agreement to reflect, among other things, the agreement by Consultant to provide the Services (as defined below) to Borough on the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **SERVICES.** Subject to the terms and conditions of this Agreement, Consultant shall provide the services (“*Services*”) as set forth on the statement of work attached hereto as Exhibit A (the “*Statement of Work*”). Consultant shall provide the Services to Borough in a good faith, professional, diligent manner and in accordance with applicable industry standards and applicable law. Borough shall cooperate with Consultant as appropriate in a good faith, professional, diligent manner.

2. **COMPENSATION.** Borough shall pay Consultant the fee specified on and in the manner set forth on the Statement of Work. Borough shall report all compensation paid to Consultant on an IRS Form 1099. Consultant shall be responsible for all expenses incurred in connection with the performance of the Services, except as may be specified in the Statement of Work.

3. **INDEPENDENT CONTRACTOR.** The Parties understand and agree that Consultant is an independent contractor and not an employee of Borough. It is understood that Consultant shall perform the services contemplated in this Agreement according to Consultant’s own methods. Borough shall have no authority or right to direct or control Consultant’s methods. Consultant has no authority to obligate Borough by contract or otherwise, unless Borough expressly delegates in writing such authority to Consultant. Any taxes imposed on Consultant due to activities performed hereunder shall be the sole responsibility of Consultant. Borough shall have no obligation to treat Consultant as an employee of Borough for purposes of fringe or employee benefit participation, coverage, or entitlement and Consultant hereby waives any right or entitlement thereto.

4. **PROPRIETARY AND CONFIDENTIAL INFORMATION.** Borough agrees that at all times during the term of Consultant’s association with Borough and thereafter, Borough shall hold in strictest confidence and shall not disclose, use, or publish any of Consultant’s Proprietary Information (defined below), except to the extent such disclosure, use or publication may be required in direct connection with Consultant’s performing Services requested by Borough or is expressly authorized in writing by Consultant. The term “*Proprietary Information*” shall mean any and all trade secrets, confidential knowledge, know-how, or other proprietary information or materials of Consultant.

5. **INDEMNIFICATION.** Borough will indemnify and hold harmless Consultant from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) that result from a legal action taken relating to Consultant services.

6. **AUTHORITY AND NO CONFLICTING OBLIGATION.** Borough represents and warrants that:

(a) Borough has the full authority to enter into this Agreement; and

(b) Borough execution and performance of this Agreement shall not violate any agreement to which Borough is a party or by which it is bound, or any proprietary right of whatever kind of any third party.

7. **TERM AND TERMINATION.**

(a) This Agreement shall be billed on an hourly basis per Exhibit A. Except as otherwise provided herein and/or on the Statement of Work, either Party may terminate this Agreement at any time after the expiration of the initial term by giving no less than fourteen (14) days' prior written notice to the other Party. At this time, Borough shall pay to Consultant all hours worked and expenses incurred until such termination date.

(b) The obligations set forth in Sections 4, 5, and 6 shall survive any termination of this Agreement.

8. **NON-EXCLUSIVITY.** This Agreement is non-exclusive and Consultant has no obligation to refrain from rendering services to any other entity, except to the extent that such services would create a conflict of interest with the services to Borough hereunder.

9. **ASSIGNMENT.** The rights and liabilities of the Parties hereto shall bind and inure to the benefit of their respective successors, heirs, executors and administrators, as the case may be.

10. **GOVERNING LAW; VENUE.** This Agreement shall be governed by and construed according to the laws of the State of New Jersey, without regards to conflict of laws rules. The Parties expressly consent to the personal jurisdiction and venue in the state and federal courts of New Jersey and in the County where Consultant maintains Consultant's principal place of business, for any lawsuit between the Parties arising from or related to this Agreement.

11. **SEVERABILITY.** If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

12. **COMPLETE UNDERSTANDING; MODIFICATION.** This Agreement:

(a) May be amended at any time by an instrument in writing signed by the Parties hereto;

(b) May not be assigned, in whole or in part, by either Borough or Consultant without the written consent of the other; and

(c) Constitutes the entire Agreement between the Parties and supersedes all prior agreements of any kind between the Parties related to the subject matter of this Agreement.

13. **NOTICES.** All notices required under this Agreement shall be in writing and shall be effective upon receipt by the appropriate Party. Notice to the Borough shall be addressed to Joseph Voytus, Administrator, at the address stated above. Notice to the Consultant shall be addressed to the Consultant at the address stated above. Each Party shall properly notify the other Party in writing of any change in such addresses.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

BOROUGH :
Borough Of Montvale

By: _____
Name: Joseph W. Voytus
Title: Administrator

CONSULTANT:
LJS Consulting, LLC

[Signature]

EXHIBIT A

STATEMENT OF WORK

Services

Consultant has agreed to assist Borough of Montvale with its affordable housing planning for NJ's 4th Round Affordable Housing obligations. Consultant shall provide the specified services below:

- Assist in strategizing and reviewing options that allow for financially viable affordable or inclusionary housing communities for the Borough's 4th round obligation.
- Initial scope of work shall not exceed \$ _____ without authorization from the Borough Administrator.

As full and complete compensation for performing the Services, Consultant shall be paid according to the following fee schedule:

- Strategy discussions, investigative work and travel, shall be billed at \$250/hour.

Consultant will invoice the Borough on a monthly basis for all Services provided to Borough during the prior month. Payment is due within thirty (30) days of receipt of the invoice or as soon thereafter as may be reasonable. Invoices shall be sent to Joseph W. Voytus by electronic mail. Payment shall be by way of Borough check. In the event that the Borough fails to pay an invoice within forty five (45) days, in addition to fees for the services reflected on the invoice, Consultant may terminate this Agreement immediately upon written notice to the Borough, without any liability to the Borough for such termination or further liability or obligation under this Agreement.

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 203-2024**

Re: A Resolution Approving A Shared Service Agreement Between The Borough Of Montvale And The County Of Bergen For The Provision Of Secure High-Speed Fiber Optic Internet Services

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes municipalities such as the Borough of Montvale to enter into Shared Services Agreements (SSA) with other local units of government, including the County of Bergen; and

WHEREAS, the Borough of Montvale is in need of the provision of secure high-speed fiber optic internet services; and

WHEREAS, the County of Bergen through its Department of Administration and Finance – Division of Information Technology, currently provides, through its County Owned Information Technology (IT) infrastructure, Secure High Speed Fiber Optic Internet, and basic supportive Services in connection with the same, for many Bergen County facilities; and

WHEREAS, the County of Bergen has the expertise and sufficient resources to provide these services to the Borough of Montvale on the infrastructure of the County of Bergen; and

WHEREAS, the County of Bergen has provided a Shared Services Agreement in the form annexed hereto for the provision of Secure High Speed Fiber Optic Internet, and basic supportive services for an initial term of three years, with a one year option to renew for a monthly fee of \$150.00; and

WHEREAS, the Mayor and Council are desirous of entering into such Agreement between the Borough of Montvale and County of Bergen;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Montvale, County of Bergen, in the State of New Jersey that a Shared Services Agreement between the County of Bergen and the Borough of Montvale for the provision of secure high-speed fiber optic internet service be and same hereby is approved; and

BE IT FURTHER RESOLVED, that the Mayor, Borough Administrator and/or Borough Attorney are hereby authorized to execute such Shared Services Agreement on behalf of the Borough of Montvale.

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

Adopted: November 26, 2024

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 0261-24

Agenda: 3/13/2024

**BERGEN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION**

WHEREAS, the COUNTY, through its Department of Administration and Finance - Division of Information Technology, currently provides, through its County Owned Information Technology (IT) infrastructure, Secure High Speed Fiber Optic Internet, and basic supportive Services in connection with same, for many Bergen County facilities, hereinafter, "LOCAL UNIT"; and

WHEREAS, the COUNTY has the expertise and sufficient resources to provide the LOCAL UNIT's Internet services on the COUNTY's IT infrastructure; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by the taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) allows for any LOCAL UNIT to enter into an agreement with any other LOCAL UNIT OR UNITS to provide or receive any services that each LOCAL UNIT participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7(4); and

WHEREAS, in accordance with the County Executive's shared services initiative, the County seeks to enter into Shared Services Agreements with various LOCAL UNITS to provide Secure High Speed Fiber Optic Internet Services, along with installation of the equipment needed and basic supportive Services from the County, thus saving the taxpayers money; and

WHEREAS, the County Executive, through the County's Department of Administration and Finance - Division of Information Technology, has negotiated the terms of the Agreement, a copy of which is annexed to this resolution, and has submitted same to the Bergen County Board of County Commissioners for approval; and

WHEREAS, in accordance with N.J.S.A. 40:41A-36(i), Bergen County Executive James J. Tedesco, III, has presented the Shared Services Agreement to the Bergen County Board of County Commissioners for its review and approval.

NOW, THEREFORE, BE IT RESOLVED, upon the recommendation of Cesar Guerra, Director of the Bergen County Division of Information Technology, the County of Bergen be and is hereby authorized to enter into an Agreement with various LOCAL UNITS to provide Secure High

Speed Fiber Optic Internet and basic supportive Services.

BE IT FURTHER RESOLVED:

1. The recitals set forth above are incorporated into the body of this resolution as if set forth at length herein.
2. The Bergen County Board of County Commissioners hereby agrees to the terms of the Shared Services Agreement annexed hereto.
3. The County Executive or his designee is hereby authorized to execute the Shared Services Agreement in substantially the form annexed hereto, together with any other documents necessary to effectuate the intent and purpose of the aforementioned agreement in a form to be approved by County Counsel.
4. Pursuant to N.J.S.A. 40A:65-4, upon execution, a copy of the Shared Services Agreement and Adopted Resolution shall be filed with the Division of Local Government Services of the State of New Jersey.



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 0261-24

Agenda: 3/13/2024

Administration & Finance/Division of Information Technology

Agenda Date: 3/13/2024

**Purpose: Authorize Shared Services Agreement between County of Bergen and various
LOCAL UNITS for the provision of Secure High Speed Fiber Optic Internet
services, along with the installation of equipment and basic supportive services**

Dollar Amount: [REVENUE PRODUCING]

Prepared By: RAP

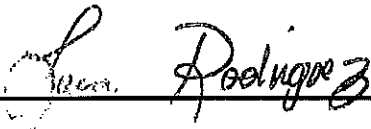
**Sponsored by County Commissioner Thomas J. Sullivan , seconded by the Body as the Whole that this
Resolution be passed and passed by the following vote:**

**Yes: 5 - Vice Chairwoman Amoroso, Chairwoman Pro Tempore Voss, County Commissioner
Sullivan, County Commissioner Tanelli, and County Commissioner Silha Zur**

Absent: 2 - Chairwoman Ortiz, and County Commissioner Marte

**I, Lara Rodriguez, Clerk, Board of County Commissioners , certify that this is a true copy of Resolution
No. 0261-24, passed by the BOARD OF COUNTY COMMISSIONERS on 3/13/2024.**

Attest:



SHARED SERVICES AGREEMENT

BETWEEN

COUNTY OF BERGEN

AND

BOROUGH OF MONTVALE

FOR:

**PROVISION OF SECURE
HIGH-SPEED FIBER OPTIC INTERNET SERVICES**

**BERGEN COUNTY DEPARTMENT
OF ADMINISTRATION AND FINANCE**

DIVISION OF INFORMATION TECHNOLOGY

Approved by Bergen County Resolution No. 0261-24, dated March 13, 2024

Approved by LOCAL UNIT Resolution No. _____

DATE: _____

PREPARED BY:

**BERGEN COUNTY COUNSEL
ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601-7076
(201) 336-6950**

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Agreement") made this 26 day of November , 2024 by and between:

COUNTY OF BERGEN (hereinafter the "COUNTY"), a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601; and

BOROUGH OF MONTVALE (hereinafter the "LOCAL UNIT"), a body politic and corporate of the State of New Jersey, with administrative offices located at 12 DePiero Drive, Montvale, New Jersey 07645.

The COUNTY and LOCAL UNIT may hereinafter also be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the COUNTY, through its Department of Administration and Finance – Division of Information Technology, currently provides, through its County Owned Information Technology (IT) infrastructure, Secure High Speed Fiber Optic Internet and basic supportive Services in connection with same, for of Bergen County facilities; and

WHEREAS, the LOCAL UNIT seeks to utilize the services of the COUNTY to provide Secure High Speed Fiber Optic Internet services for the LOCAL UNIT; and

WHEREAS, the COUNTY has the expertise and sufficient resources to provide the LOCAL UNIT's Internet services on the COUNTY's IT infrastructure; and

WHEREAS, the LOCAL UNIT and the COUNTY wish to enter into a Shared Services Agreement whereby the COUNTY will provide the LOCAL UNIT's Secure High Speed Fiber Optic Internet services, along with the installation and equipment needed , to the to the LOCAL UNIT; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of Shared Services as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the COUNTY and the LOCAL UNIT have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits; and

NOW, THEREFORE, BE IT AGREED, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, the COUNTY and the LOCAL UNIT agree to perform in accordance with the provisions, terms and conditions set forth in this Agreement as follows:

I. DEFINITIONS.

As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used.

A. "Internet Services" means Broadband Fiber Internet service, installation and equipment needed for the connection at no cost to the municipality, cybersecurity training for all municipal employees, and an IT assessment of current IT.

B. "Law" means any statute, regulation, executive order, procurement policy, or rule of any department, subdivision, board, commission, agency or instrumentality of the State of New Jersey.

II. TERM.

A. Term. The term of this Agreement shall be for **three years, with a one (1) year option to renew, commencing on _____ and ending on _____** ("Initial Term"), unless terminated sooner as provided in this Agreement.

B. Renewal. This Agreement may be renewed, at the option of the COUNTY, for additional term of one (1) year each, commencing on the date immediately following the expiration of the Initial Term ("Renewal Term"). All terms and covenants contained herein shall remain the same. In order to exercise said option the LOCAL UNIT must give written notice of its intention to exercise said option to the COUNTY no later than 90 days prior to the expiration of the current term.

III. PROJECT DESCRIPTION.

The COUNTY, through its Department of Administration and Finance – Division of Information Technology, will provide the LOCAL UNIT with Broadband Fiber Internet

service, the installation and equipment needed for the connection at no cost to the municipality, cybersecurity training for all municipal employees, and an IT assessment ("Services").

IV. SERVICES PROVIDED BY THE COUNTY.

A. The COUNTY's Division of Information Technology will provide Broadband Fiber Internet service, the installation and equipment needed for the connection at no cost to the municipality for the LOCAL UNIT's Systems through the COUNTY's IT infrastructure.

B. Broadband Fiber Internet service, support for Systems shall include:

1. Fiber Connection with 1 gig per second speed.
2. Installation and equipment needed for fiber optic connection at no additional cost.
3. Cybersecurity training for employees.
4. Comprehensive IT assessment of LOCAL UNIT's current IT System.

C. The COUNTY shall provide connectivity, and all necessary physical equipment required for the connection for the Internet Services to the LOCAL UNIT. The COUNTY shall provide and install all necessary equipment at no cost to the LOCAL UNIT.

D. The COUNTY shall perform the Services in accordance with and in compliance with all statutes, rules, and directives governing the performance of the Services set forth in this Agreement.

E. All performance by the COUNTY shall be limited to the COUNTY's appropriation for same, and COUNTY's budgetary restrictions.

F. While the COUNTY may, if it so chooses, it shall have no obligation to hire or otherwise retain additional personnel to perform the Services under this Agreement. The COUNTY shall have no obligation to procure additional equipment to perform under this Agreement. Should the COUNTY be unable to perform under this Agreement without procuring additional personnel or equipment, the COUNTY may terminate this Agreement without liability or responsibility of any kind.

G. Should the COUNTY determine at any time, including after commencement of the Services under this Agreement, that performance will require more time, labor or equipment than the COUNTY wishes to expend, the COUNTY may terminate this Agreement without liability or responsibility of any kind in accordance with Article XXI.

- H. The LOCAL UNIT shall purchase and maintain licenses for all software utilized by the LOCAL UNIT.
- I. The LOCAL UNIT shall purchase and maintain licenses for all software utilized by the LOCAL UNIT.
- J. The LOCAL UNIT shall maintain software and hardware licenses for firewalls, which shall also be purchased by the LOCAL UNIT.
- K. The purchase of other IT equipment or software is the responsibility of the LOCAL UNIT.

V. COMPENSATION AND PAYMENT.

- A. Compensation. In consideration for the COUNTY's performance of Services, the LOCAL UNIT shall pay the COUNTY a fee (the "Monthly Fee").
- B. Schedule of Fees. The COUNTY will provide the Services to the LOCAL UNIT and the LOCAL UNIT shall pay the COUNTY as follows:
 - 1. Monthly Fee. The Monthly fee shall be **ONE HUNDRED AND FIFTY DOLLARS and NO CENTS (\$150.00) per month**, paid in monthly installments, due on the first day of each month, in advance. This fee covers up to 1 gigabit per second. (gbps).
 - 2. Place of Payment. Payments shall be remitted online via ACH payment or sent to: Bergen County Treasurer, County of Bergen, One Bergen County Plaza, Room 501, Hackensack, New Jersey 07601, or to such other address as the COUNTY may direct upon notice in writing.

VI. MAINTENANCE DOWNTIME.

The COUNTY and the LOCAL UNIT acknowledge that certain maintenance and upgrade activities may necessitate occasional service interruption. When maintenance, technology upgrades, or other events will require such downtime, the COUNTY will make reasonable efforts to schedule such downtime during off-peak hours.

VII. SECURITY.

- A. The LOCAL UNIT shall use reasonable efforts to maintain its server(s) in one or more facilities having fire protection, air conditioning, weatherproofing, an uninterruptable

power supply and generator, secure physical access, network security, and other commercially reasonable operating characteristics customary in the field of hosting. However, the COUNTY will not be held liable for losses and other costs incurred in a fire, viruses, hacking, data breaches, or other calamity and/or Acts of God.

- B. The LOCAL UNIT shall be responsible for maintaining adequate network security of the LOCAL UNIT's devices, network(s), and accounts (e.g., firewalls and virus scanning software) to prevent spread of malicious software to the COUNTY servers. The COUNTY may deny the LOCAL UNIT access to the COUNTY's servers by any device, network, or account if the COUNTY learns of a serious vulnerability on such device, network, or account or if such device, network, or account has been compromised. Continued non-compliance by LOCAL UNIT in this respect may result in the COUNTY exercising its right to terminate this agreement in accordance with Article XXI.

VIII. PRIVACY.

The COUNTY and the LOCAL UNIT acknowledge and understand that the COUNTY is merely providing Broadband Fiber Internet service and the installation and equipment needed for the connection to the LOCAL UNIT under this agreement. The LOCAL UNIT shall be responsible for all requirements regarding how personal information is collected, accessed, used, stored, processed, disposed of, and disclosed, as well as all reporting, storage, and records management protocols, including those required for compliance with any Federal or State recordkeeping or privacy laws, rules, or regulations.

IX. DATA BREACH.

The Parties acknowledge applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other events requiring notification, such as New Jersey's Identity Theft Protection Act. Upon the occurrence of an event requiring notification under applicable law ("Notification Event"), the COUNTY will notify the LOCAL UNIT and the Division of State Police in the Department of Law and Public Safety as soon as practicable after the COUNTY becomes aware of the occurrence of such event. The LOCAL UNIT shall then be responsible for notifying any individual whose personally identifiable information was contained in the LOCAL UNIT's Data of such unauthorized release. The LOCAL UNIT agrees to defend, indemnify, and hold harmless the COUNTY from any and all claims, brought by anyone, having anything to do with an unauthorized release of personally identifiable information even if such liability results in any part from the ordinary negligence of the COUNTY, its officers, employees, volunteers or contractors.

X. DISPUTE RESOLUTION.

- A. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objecting Party must participate in the mediation. The costs of such Non-Binding Mediation shall be shared equally between the Parties.
- B. Procedure. The mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the COUNTY and the LOCAL UNIT and who has no current or on-going relationship to either Party. The mediator shall have full discretion as to the conduct of the mediation. The Parties shall participate in the mediator's program to resolve the dispute until and unless the Parties reach an agreement with respect to the disputed matter or one Party determines in its sole discretion that its interests are not being served by the mediation.
- C. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No mediator shall be empowered to render a binding decision.
- D. Judicial Proceedings. Upon the conclusion of mediation, either Party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey, venued in Bergen County.
- E. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a Party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey, venued in Bergen County.
- F. Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the LOCAL UNIT shall pay the amount assessed by the COUNTY; if through subsequent negotiation, arbitration, or litigation the amount due is determined, agreed or adjudicated to be less than what was paid to the COUNTY, then the COUNTY shall repay the excess within thirty (30) days of settling the dispute.

XI. EMPLOYMENT RECONCILIATION.

The LOCAL UNIT is not currently providing the Services contemplated by this Agreement using public employees. No employees are intended to be transferred or terminated by virtue of this Agreement.

XII. NOTICES.

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

To the COUNTY: Director, Division of Information Technology
Department of Administration and Finance
COUNTY OF BERGEN
One Bergen County Plaza – Room 565
Hackensack, NJ 07601

With a copy to:

BERGEN COUNTY COUNSEL
County of Bergen
One Bergen County Plaza – Room 580
Hackensack, NJ 07601

To the LOCAL UNIT: **BOROUGH OF MONTVALE**
12 DePiero Drive,
Montvale, New Jersey 07645.

XIII. TERMINATION.

- A. During the initial term, notwithstanding any other term in this Agreement, the COUNTY may terminate this Agreement at any time with or without cause by giving the LOCAL UNIT sixty (60) days written notice of termination, which notice shall specify the effective date of the termination.
- B. During the Option Periods, notwithstanding any other term in this Agreement, either Party may terminate this Agreement at any time with or without cause by giving the other Party sixty (60) days written notice of termination, which notice shall specify the effective date of the termination.
- C. Upon termination of this Agreement, the COUNTY shall, at the LOCAL UNIT's written request and at the LOCAL UNIT's cost and direction shall discontinue service and take back all equipment. Said written request must be received by the COUNTY within thirty (30) days of the effective date of termination. In the event that a written request is not timely received it will be assumed that the LOCAL UNIT does not wish to terminate this Agreement.
- D. In the event of termination by the COUNTY, the COUNTY shall have no liability to the LOCAL UNIT for any losses or additional costs that may be incurred as a result of the COUNTY's termination of this Agreement.

XIV. LIMITATION OF LIABILITY.

- A. The COUNTY shall not be liable for failure or delay in performance of Services under this Agreement, in whole or in part, due to any cause beyond the COUNTY's control.

By way of example and not limitation, the COUNTY shall not be liable for failure or delay in performance of Services resulting in any way from loss of communication or Data transmission between the LOCAL UNIT's and COUNTY's computers.

- B. The COUNTY and its vendors depend upon computer systems that are responsive to the demands of their users. Occasionally, these computer systems are subjected to exceptional volumes of incoming data and/or processes that result in significant degradation of their system processing and response time. Regardless of the reason, in those instances when there is system performance degradation as the result of an extremely large volume of incoming data and/or processes, the COUNTY reserves the right, in its sole discretion, to filter or block Data and/or processes originating from or traveling to the identified sources of the high traffic volume.
- C. The COUNTY shall not be liable for loss, destruction or damage of the LOCAL UNIT's data unless such loss, destruction or damage is due to the willful misconduct of the COUNTY, in which event its liability shall be limited to restoring the lost, destroyed or damaged programs or Data, provided such restoration can reasonably be performed by the COUNTY.
- D. The COUNTY shall not be liable to the LOCAL UNIT or any other third party for the accuracy, completeness, timeliness, usefulness or safety of the LOCAL UNIT's Data, or any claims arising therefrom.
- E. The LOCAL UNIT's sole remedy for the COUNTY's liability under this Agreement, if any, other than the remedy mentioned above, shall be limited to re-performance of any Service provided by the COUNTY.
- F. The Services set forth herein are provided to the LOCAL UNIT on an "As-Is, As-Available" basis. Except for the express warranties set forth herein, the COUNTY disclaims all warranties or conditions with respect to the quality, performance or functionality of the Services, express and implied, with regard to any Services to the fullest extent permitted by law, including all implied warranties of merchantability and fitness for a particular purpose.
- G. The LOCAL UNIT agrees that the COUNTY shall have no liability to the LOCAL UNIT for damages, whether arising under theories of contract, negligence, strict liability in tort, warranty, or intellectual property infringement. The LOCAL UNIT further agrees that the COUNTY, its officers, manager, affiliates, representatives, subcontractors, and employees will not be liable for any lost profits or other indirect, special, incidental, or consequential damages, even if the COUNTY has been advised of the possibility of such damages.

XV. DEFENSE AND INDEMNIFICATION.

The LOCAL UNIT will indemnify and hold harmless the COUNTY, its officers, managers, affiliates, representatives, subcontractors, and employees from any loss, claim, or damage to

persons or property arising out of (i) the LOCAL UNIT's performance of this Agreement; (ii) the LOCAL UNIT's Data, including but not limited to claims of intellectual property infringement, personal injury or death, property damage, products liability, or negligence; and/or (iii) the LOCAL UNIT's breach of any warranty or representation made herein. This indemnity will survive termination of this Agreement for any reason.

XVI. FORCE MAJEURE.

The COUNTY shall be excused for delays in the performance of its obligations hereunder to the extent due to causes beyond its reasonable control and that could not have been avoided through the exercise of reasonable care, such as Acts of God, acts or omissions of civil or military authorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, or the unavailability of necessary labor, materials or manufacturing facilities ("Force Majeure").

XVII. MISCELLANEOUS.

- A. Authorization. The Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.
- B. Assignment. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- C. Cooperation of the Parties. In performing any Services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.
- D. Benefit/No Third-Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.
- E. Entire Agreement. This Agreement, including any Exhibits and Addenda attached hereto, contains the sole and entire agreement and understanding between the Parties and

supersedes and merges all negotiations and prior agreements or understandings between the Parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.

- F. Modification. This Agreement may not be modified except in a writing executed by all Parties.
- G. Counterparts and Electronic Delivery and Signatures. This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement (“Agreement Documents”), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A12-1, *et seq.* and any associated regulations. Any Agreement Document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by the COUNTY.
- H. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of cannons requiring construction against the drafting Party.
- I. No Waiver. The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- J. Relationship of the Parties. Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the Parties. Neither Party may create or assume any liability, obligation or expense on behalf of the other, to use the other’s monetary credit in conducting any activities under this Agreement.

- K. Severability. In the event 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.
- L. Non-Discrimination. The Services provided by the COUNTY hereunder shall be in compliance with applicable laws prohibiting discrimination on any basis.
- M. State Filing Requirement. Upon execution and delivery of the Agreement by all Parties, COUNTY will forward a copy of the Agreement to the Division of Local Government Services within the Department of Community affairs, pursuant to N.J.S.A. 40A:65-4(b).
- N. Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- O. Recitals. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed and attested to by their proper corporate officers, and their respective seals to be affixed the day and year first written above.

ATTEST:

BOROUGH OF MONTVALE

By: _____

Dated: _____

Printed: _____

Title: _____

ATTEST:

COUNTY OF BERGEN

By: _____

Dated: _____

Printed: _____

James J. Tedesco, III, County Executive or
Thomas J. Duch, Esq., County Counsel/
County Administrator

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 204-2024**

**RE: Authorize Release of the Performance Surety Bond for – LC Developers, LLC –
Block 712 – Lot 9 – 69 Montvale Ave**

WHEREAS, The Commercial Agency, Inc representing LC Developers has requested a release of their Performance Surety Bond; and

WHEREAS, a letter dated October 4, 2022 by Colliers Engineering attached to original resolution takes no exception to the release of the Performance Surety Bond in the amount of \$21,660.00; and

WHEREAS, a renewal of a two-year surety bond is not required, this project is deemed complete; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that a copy of this resolution shall be sent to The Commercial Agency, Inc., 141 Kinderkamack Road, Park Ridge, NJ 07656 Attn: Meredith Adams

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

Adopted: November 26, 2024

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

The Commercial Agency, Inc.

Insurance and Bonding Specialists

141 Kinderkamack Road Park Ridge, NJ 07656

November 12, 2024

RE: LC Developers LLC
22 Ruth Street
Park Ridge, NJ 07656
Bond Number: S-294246-N

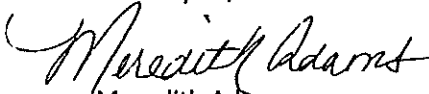
To Borough of Montvale:

Our insured client, LC Developers LLC, purchased a bond for improvements at 69 Montvale Ave. The work has now been completed and the surety company, Main Street America, is requiring a release in writing from the Borough of Montvale to non-renew the bond. Bond details are attached.

Please provide this at your earliest convenience.

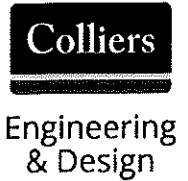
If you have any questions, please feel free to contact me.

Thank you,



Meredith Adams
Account Executive
The Commercial Agency, Inc.
141 Kinderkamack Road
Park Ridge, NJ 07656
tel: (201) 391-1324
fax: (201) 391-0861
mereditha@thecommercialagency.com
www.thecommercialagency.com

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



October 4, 2022

Maureen Iarossi
Borough Administrator/Clerk
Borough of Montvale
12 De Piero Drive, 2nd Floor
Montvale, NJ 07645

Re: Road Improvement Bond Release
69 Montvale Avenue
Block 712, Lot 9
Colliers Engineering & Design Project No. MVP391A

Dear Ms. Iarossi,

As requested by the Applicant, LC Developers, LLC, 22 Ruth Place, Park Ridge, NJ 07656, our office has reviewed the request to release the Montvale Avenue Road Improvement Bond in the amount of \$21,660.00, which was required by Planning Board Resolution dated January 5, 2016 for the development of the subject parcel.

At this time, we take no exception to the Bond release, subject to concurrence from other Borough Departments.

Thank you for your kind attention in this matter. Should you have any questions, please contact the undersigned.

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/cld/lb

cc: Fran Scordo, Deputy Municipal Clerk (fscordo@montvaleboro.org)
Christine Kalafut, Treasurer (ckalafut@montvaleboro.org)
Christine Baker, Accounts Payable (cbaker@montvaleboro.org)
Chris Gruber, Construction Officer (cgruber@montvaleboro.org)
Lorraine Hutter, Planning Board Secretary (lhutter@montvaleboro.org)

R:\Projects\IM-P\MVP\MVP391A\Correspondence\OUT\221004_arh_Iarossi_Road Improvement Bond Release_MVP391A.docx

RESOLUTION

BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, that the following bills have been referred to the Borough Council and found correct and are hereby authorized to be paid:

<u>FUND</u>	<u>AMOUNT</u>	<u>NOTES</u>
Current	\$199,716.45	Bill List Wire 11/26/2024
	<u>300,317.31</u>	Wires/Manual Checks
Current TOTAL	500,033.76	
Capital	63,074.45	Bill List Wire 11/26/2024
Escrow	200,029.50	Bill List Wire 11/26/2024
Housing Trust	1,836.25	Bill List Wire 11/26/2024
General Trust	3,614.50	Bill List Wire 11/26/2024
Dog Trust	581.12	Bill List Wire 11/26/2024
Open Space Trust	1,452.50	Bill List Wire 11/26/2024

*This resolution was adopted by the Mayor and Council of Montvale
at a meeting held on 11/26/24 .*

Introduced by: _____

Approved: 11/26/24

Seconded by: _____

Michael Ghassali, Mayor

ATTEST:

Frances Scordo, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
November 26, 2024

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Vendor/Transaction</u>	<u>Amount</u>
WIRE		11/12/24	Payroll Account-Current	\$191,960.24
WIRE		11/12/24	Salary Deduction Account	\$108,282.07
WIRE		11/12/24	FSA Account	\$75.00
Total				<u><u>\$300,317.31</u></u>

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Borough of Montvale
Bill List By Vendor Id

Page No: 1

P.O. Type: All
Range: First to Last
Format: Condensed
Vendors: All
Rcvd Batch Id Range: First to Last
Include Non-Budgeted: Y
Open: N
Rcvd: Y
Bid: Y
Paid: N
Held: Y
State: Y
Void: N
Aprv: N
Other: Y
Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00019	MUNICIPAL CAPITAL CORPORATION								
		24-00072	01/11/24	WIDE FORMAT COPY MACHINE LEASE	Open	444.00	0.00		B
		24-00123	01/19/24	COPY MACHINE LEASE	Open	199.00	0.00		B
						643.00			
00027	BT SPECIALTIES								
		24-01465	10/18/24	PD PLAQUE FOR FD	Open	125.00	0.00		
		24-01484	10/22/24	12"CHERRY PIANO CLOCK ENGRAVED	Open	295.00	0.00		
						420.00			
00036	DIPALMA, FRANK								
		24-01452	10/16/24	WEATHERBALL SUBSCRIPTION	Open	300.00	0.00		
00050	DEPIERO'S FARM								
		24-01482	10/22/24	200 9' Mums	Open	1,000.00	0.00		
00064	MUNNOS ITALIAN DELI								
		24-01569	11/05/24	LUNCH FOR ELECTION WORKERS	Open	394.75	0.00		
00071	VEOLIA (SUEZ)								
		24-01621	11/19/24	10003825412222 VEOLIA NOVEMBER	Open	17,561.80	0.00		
00092	RIDGE SUPPLY CORP								
		24-01616	11/18/24	SUPPLIES ENVIRONMENTAL	Open	806.00	0.00		
00097	CABLEVISION								
		24-01597	11/13/24	07873-204461-01-0 OPTIMUM	Open	135.19	0.00		
		24-01598	11/13/24	07873-109890-01-7 OPTIMUM	Open	161.16	0.00		
						296.35			
00102	MGL PRINTING SOLUTIONS								
		24-00832	06/11/24	DELINQUENT NOTICES	Open	317.00	0.00		
		24-01506	10/25/24	TAX DEPARTMENT SUPPLIES	Open	646.66	0.00		
						963.66			
00112	MONTVALE SENIOR CLUB								
		24-01502	10/25/24	SENIOR CLUB - OCKTOBERFEST	Open	3,716.00	0.00		
00123	P & A AUTO PARTS								
		24-01468	10/18/24	PD CAR SHADES	Open	113.33	0.00		
00151	LAMENDOLA, BRIAN								
		24-01592	11/13/24	REIMB CLTHG AND MEAL	Open	137.99	0.00		
00172	MONTVALE DEVELOPMENT ASSOCIATE								
		24-01632	11/21/24	Cash Performance Bond release	Open	187,816.25	0.00		

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Bill List By Vendor Id

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00230	NIELSEN OF MORRISTOWN	24-01441	10/11/24	POLICE 2024 DODGE DURANGO	Open	50,703.05	0.00		
00292	HIGHWAY TRAFFIC SUPPLY	24-01475	10/21/24	12X18 CUSTOM SIGNS	Open	301.46	0.00		
00400	FAIRFIELD MAINTENANCE, INC.	23-01410	10/18/23	2024 MONTHLY UST INSPECTIONS	Open	440.00	0.00		B
00479	DRISCOLL'S LOCK & KEY	24-01521	10/29/24	FARM HOUSE KEYS	Open	73.20	0.00		
00497	LEVITZKI, ANN	24-00302	02/23/24	2024 COURT - CELL PHONE	Open	70.61	0.00		B
00554	BERGEN MUNI.EMPL.BENEFITS FUND	24-00024	01/04/24	2024 HEALTH BENEFITS	Open	74,403.00	0.00		B
00619	INSTITUTE FORENSIC PSYCHOLOGY	24-01340	09/20/24	PD SLEO III EVAL NEW HIRE	Open	475.00	0.00		
00731	COLLIER'S ENGINEERING & DESIGN	24-00154	01/24/24	OPEN SPACE & RECREATION PLAN	Open	1,452.50	0.00		B
		24-00155	01/24/24	MONTVALE MASTER PLAN	Open	690.00	0.00		B
		24-00182	01/26/24	2024 GENERAL ENGINEERING	Open	3,182.50	0.00		B
		24-00246	02/12/24	2024 BOROUGH PLANNER	Open	807.50	0.00		B
		24-00523	04/15/24	AFFORD HOUSING COMPLIANCE 2024	Open	1,436.25	0.00		B
		24-00702	05/21/24	VALLEY VIEW SANITARY SEWER	Open	285.00	0.00		B
		24-00896	06/26/24	2024 ROADWAY IMPROV. PROGRAM	Open	760.00	0.00		B
		24-01364	09/25/24	NJDOT FY2023 TERKULE ROAD	Open	9,627.50	0.00		B
		24-01365	09/25/24	MEMORIAL DRIVE MAL SYNTHETIC	Open	1,252.50	0.00		B
		24-01535	10/29/24	MUNICIPAL PLANNING REVIEW	Open	237.50	0.00		
		24-01536	10/29/24	4TH ROUND LITIGATION SUPPORT	Open	332.50	0.00		
		24-01550	11/01/24	MUNICIPAL ENGINEERING REVIEW	Open	517.50	0.00		
		24-01556	11/04/24	MUNICIPAL ENGINEERING REVIEW	Open	1,512.50	0.00		
		24-01557	11/04/24	MUNICIPAL ENGINEERING REVIEW	Open	1,157.50	0.00		
		24-01581	11/07/24	MUNICIPAL PLANNING REVIEW	Open	482.50	0.00		
		24-01594	11/13/24	MUNICIPAL PLANNING REVIEW	Open	500.00	0.00		
						24,233.75			
00737	NORTHWEST BERGEN CENTRAL	24-00401	03/18/24	2024 DISPATCH SERVICES FEE	Open	53,984.44	0.00		B
00761	KLECHA, ROBERT	24-01524	10/29/24	REIMB CLOTHING ALLOWANCE	Open	360.00	0.00		
00896	GIAMMARINO, MICHAEL	24-00134	01/22/24	2024 INTERPRETING SERVICES	Open	340.00	0.00		B
00903	INSIDECREDIT	24-01469	10/18/24	PD BACKGROUND CHECKS	Open	50.00	0.00		

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Bill List By Vendor Id

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00926	GRAINGER, INC.								
		24-01549	11/01/24	FLOOR MATS FOR RABIES CLINIC	Open	202.28	0.00		
00999	AMAZON.COM SERVICES, INC.								
		24-01573	11/06/24	Fall holiday supplies	Open	180.43	0.00		
01101	LEXIPOL, LLC								
		24-01458	10/17/24	PD ACCREDITATION MAINT	Open	9,853.20	0.00		
01211	TURN OUT UNIFORMS & CO.								
		24-01470	10/18/24	PD CLOTHING SALAZAR	Open	148.00	0.00		
01227	PIAZZA & ASSOCIATES, INC.								
		24-00108	01/18/24	2024 AFFORDABLE HOUSING SVCS	Open	400.00	0.00		B
01249	BOTTA, CHRISTOPHER								
		24-01531	10/29/24	JUDGE 10/23/24	Open	455.00	0.00		
01338	NJ MOTOR VEHICLE COMMISSION								
		24-01528	10/29/24	PD ANNUAL ADMIN FEE	Open	150.00	0.00		
01594	GALLS, LLC								
		24-01425	10/09/24	DISPOTO CLOTHING ALLOWANCE	Open	248.19	0.00		
01616	GEORGI'S HOOK UP LLC.								
		24-00676	05/16/24	PD CARS TINTED	Open	1,880.00	0.00		
		24-00890	06/21/24	PD VINYL WRAPPING	Open	1,400.00	0.00		
		24-01474	10/18/24	PD CAR TINTS	Open	380.00	0.00		
						3,660.00			
01643	LORANGER, LISA								
		24-01503	10/25/24	COSTCO REIMBURSEMENT- CARNIVAL	Open	631.87	0.00		
01722	ORANGE & ROCKLAND UTILITIES								
		24-01564	11/05/24	PD PRE / POST WALK THRU FEES	Open	58.80	0.00		
01741	GAYED, NEVENE								
		24-01617	11/18/24	Holiday Baskets-for Empl/volun	Open	94.24	0.00		
01760	UNITED PARCEL SERVICE								
		24-01627	11/20/24	F047X6 UPS OCTOBER 2024	Open	516.03	0.00		
01767	VERIZON								
		24-01380	09/30/24	555-569-014-0001-55 VERIZON	Open	175.64	0.00		
		24-01633	11/21/24	156-951-896-0001-85 VERIZON	Open	113.99	0.00		
						289.63			
01833	MCGEE, HEATHER (PETTY CASH)								
		24-01620	11/19/24	REIMB PETTY CASH	Open	241.56	0.00		
01882	PRESTIGE BUSINESS PRODUCTS, INC								
		24-01523	10/29/24	PD DB INK CARTRIDGES	Open	431.00	0.00		

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Bill List By Vendor Id

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01892	AC DAUGHTRY INC.	24-01072	08/05/24	POLICE STATION SERVICE DOOR	Open	274.20	0.00		
01946	HEARTSMART.COM	23-00332	02/23/23	DEFIB BATTERIES	Open	1,322.94	0.00		
01962	AT&T MOBILITY II LLC	24-01467	10/18/24	PD PATROL PHONE PLAN	Open	164.70	0.00		
02011	HUNTINGTON BAILEY, L.L.P.	24-00275	02/16/24	2024 LEGAL FEES	Open	1,371.00	0.00		B
		24-01567	11/05/24	PROFESSIONAL SERVICES RENDERED	Open	<u>4,283.50</u>	0.00		
						5,654.50			
02031	JERSEY PRINT & PROMOTION INC.	24-01472	10/18/24	JPA CLOTHING	Open	2,457.00	0.00		
02045	HYECRAFT LLC	24-01575	11/06/24	ENGINEERING SVCS MARMONT, LLC	Open	2,805.00	0.00		
		24-01576	11/06/24	ENGINEERING SVCS-ROCKLAND ELEC	Open	260.00	0.00		
		24-01577	11/07/24	ENGINEERING SCVS- MARMONT LLC	Open	<u>330.00</u>	0.00		
						3,395.00			
02078	BUONOCORE, THOMAS A.	24-01460	10/17/24	JUDGE 10/16/24	Open	540.00	0.00		
02082	BRADY, RICHARD J.	24-01532	10/29/24	JUDGE 10/28/24	Open	540.00	0.00		
02086	TAYLOR RENTAL	24-01582	11/07/24	TREE LIGHTING HEATED TENT	Open	4,155.00	0.00		
02141	REGAN, ROBERT T., ESQ.	24-01555	11/04/24	PROFESSIONAL SERVICES RENDERED	Open	5,788.25	0.00		
		24-01580	11/07/24	PROFESSIONAL SERVICES RENDERED	Open	<u>280.00</u>	0.00		
						6,068.25			
02230	DESANTO, JOSEPH	24-01449	10/15/24	VETERINARIAN SERVICES	Open	300.00	0.00		
02238	APA NEW JERSEY	24-01596	11/13/24	SEMINAR JOE VOYTUS - 11/14/24	Open	30.00	0.00		
02426	VERIZON WIRELESS	24-01599	11/13/24	242317487-00001 VERIZON	Open	910.91	0.00		
02559	INS.DESIGN ADMINSTRATORS	24-00106	01/18/24	2024 VISION BENEFITS	Open	292.50	0.00		B
02757	TYCO ANIMAL CONTROL SERVICES	24-00206	02/02/24	2024 GEESE CONTROL SERVICES	Open	400.00	0.00		B

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Bill List By Vendor Id

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02987	DATA NETWORK SOLUTIONS								
		24-00109	01/18/24	2024 BORO PHONE LINES	Open	1,096.29	0.00		B
		24-00158	01/24/24	TELEPHONES	Open	90.00	0.00		
						1,186.29			
03076	GENEVIEVE DEELY								
		24-01335	09/18/24	2024 MONTVALE WELLNESS	Open	250.00	0.00		
03084	WESLEY SICOMAC DAIRY								
		24-00234	02/07/24	2024 MILK DELIVERY	Open	48.73	0.00		B
03589	DELL MARKETING LP								
		24-01525	10/29/24	PD COMPUTERS	Open	4,397.70	0.00		
03682	CRUISE, E. K.								
		24-01511	10/28/24	REIMB CLOTHING ALLOWANCE	Open	220.00	0.00		
03727	STAPLES INC								
		24-01070	08/02/24	Polypak Mailers/Staples/Folder	Open	60.23	0.00		
		24-01454	10/17/24	PD OFFICE SUPPLIES	Open	129.99	0.00		
		24-01501	10/24/24	Rabies Clinic Signs 11/16/24	Open	78.84	0.00		
		24-01518	10/28/24	Shipping Lables, Post it Flags	Open	52.62	0.00		
						321.68			
03967	INTERNATIONAL CODE COUNCIL								
		24-01389	10/01/24	2018 INTNL FIRE CODE BOOK	Open	211.50	0.00		
Total Purchase Orders:	93	Total P.O. Line Items:	0	Total List Amount:	470,304.77	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 2023	3-01	1,762.94	0.00	1,762.94	0.00	0.00	1,762.94
CURRENT FUND 2024	4-01	197,953.51	0.00	197,953.51	0.00	0.00	197,953.51
CAPITAL FUND	C-04	63,074.45	0.00	63,074.45	0.00	0.00	63,074.45
BOA ESCROW ACCOUN	E-08	200,029.50	0.00	200,029.50	0.00	0.00	200,029.50
OTHER TRUST ACCOU	T-03	5,450.75	0.00	5,450.75	0.00	0.00	5,450.75
DOG TRUST ACCOUNT	T-12	581.12	0.00	581.12	0.00	0.00	581.12
OPEN SPACE TRUST	T-14	1,452.50	0.00	1,452.50	0.00	0.00	1,452.50
Year Total:		7,484.37	0.00	7,484.37	0.00	0.00	7,484.37
Total of All Funds:		470,304.77	0.00	470,304.77	0.00	0.00	470,304.77