

**AGENDA
PUBLIC MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
September 9, 2025
Executive Closed Session to Commence 7:00PM
Meeting to Commence 7:30PM**

CLOSED/EXECUTIVE SESSION:

Motion to move into Executive Session as provided for by Resolution No. 15-2025 adopted on January 1, 2025 and posted on the bulletin board in the Municipal Building

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

- Attorney Client Privilege – Potential Litigation – Affordable Housing
- Attorney Client Privilege – Lease of Public Property – DePiero Farm

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

ROLL CALL:

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

POLICE CHIEF, DOUG MCDOWELL – QUARTERLY REPORT

ORDINANCES:

None

MEETING OPEN TO PUBLIC:

Agenda Items Only

MEETING CLOSED TO PUBLIC:

Agenda Items Only

MINUTES:

August 26, 2025

CLOSED/EXECUTIVE MINUTES:

None

RESOLUTIONS: (NON-CONSENT)

175-2025 Authorize Raritan Valley Community College to Conduct Deer Density Monitoring in the Borough of Montvale

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.

- 176-2025 A Resolution Approving the Appointment of Meghan Culhane as Acting Municipal Housing Liaison
- 177-2025 A Resolution Appointing Thomas Borgaro as Acting Plumbing Subcode Official and Inspector
- 178-2025 A Resolution Approving a Developer's Agreement with Gray Capital, LLC Premises Identified as Block 1102, Lot 3 in the Borough of Montvale
- 179-2025 A Resolution Authorizing Execution Of Administrative Consent Order And Supplemental Environmental Project
- 180-2025 Award Professional Service Contract to Applied Earth Solutions, Inc. for Environmental Services at 1 Memorial Drive

BILLS:

REPORT OF REVENUE:

COMMITTEE REPORTS:

ENGINEER'S REPORT:

ATTORNEY'S REPORT:

ADMINISTRATOR'S REPORT:

UNFINISHED BUSINESS:

None

NEW BUSINESS:

None

COMMUNICATION CORRESPONDENCE:

None

MEETING OPEN TO THE PUBLIC:

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

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

MEETING CLOSED TO THE PUBLIC:

ADJOURNMENT:

Regular Workshop Meeting of the Mayor & Council to be held on Tuesday, September 30, 2025 at 7:30pm

*******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 7:34PM. Adequate notification was published in the official newspaper of the Borough of Montvale. Master Sergeant 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 Mike Ghassali; Borough Attorney, Dave Lafferty; Borough Engineer, Nick Chelius; Administrator, Joe Voytus; and Municipal Clerk, Fran Scordo

ROLL CALL:

Councilmember Arendacs
Councilmember Cudequest
Councilmember Koelling

Councilmember Lane
Councilmember Roche
Councilmember Russo-Vogelsang

ORDINANCES:

None

MEETING OPEN TO PUBLIC:

Agenda Items Only

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

No Public Comment

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

MEETING CLOSED TO PUBLIC:

Agenda Items Only

MINUTES:

July 22, 2025

*A motion to accept minutes by Councilmember Lane; seconded by Councilmember Cudequest
– all ayes with the exception of Councilmembers Arendacs*

CLOSED/EXECUTIVE 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.

166-2025 Requesting Approval Of Items Of Revenue And Appropriation N.J.S.A. 40a:4-87 – Click It Or Ticket 2025 Seat Belt Mobilization

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

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

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Montvale, in the County of Bergen, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the CY 2025 Municipal Budget in the sum of \$7,000, which is now available as revenue from:

Miscellaneous Revenues – Section F:

Special Items of Revenue Anticipated with Prior Consent of the Director of Local Government Services – Public and Private Revenues Offset with Appropriations:
Click-It-or-Ticket (FCOA 10-507).

BE IT FURTHER RESOLVED that the like sum of \$7,000 is hereby appropriated under the caption:

General Appropriations:

(A) Operations – Excluded from “CAPS”
Public and Private Revenues Offset by Revenues
Click-It-or-Ticket (FCOA 41-507).

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

167-2025 A Resolution Authorizing Appointment of Municipal Representatives To The Bergen County Community Development Regional Committee FY 2025-2026 Covering Period July 1, 2025, through June 30, 2026

WHEREAS, the Municipality of Borough of Montvale has entered into a three-year Cooperative Agreement with the County of Bergen as provided under the Interlocal Services Act N.J.S.A. 40A:65-1 et seq. and Title 1 of the Housing and Community Development Act of 1974; and

WHEREAS, said Agreement requires that the Municipal Council to appoint a representative and alternate and that the mayor appoint a representative and alternate for the FY 2025-2026 term starting July 1, 2025 and ending on June 30, 2026.

NOW THEREFORE, BE IT RESOLVED that the Municipal Council hereby appoints Joseph Voytus as its representative and Councilmember Dieter Koelling as its alternate and that the Mayor hereby appoints Councilmember Timothy Lane as his representative and Councilmember Douglas Arendacs as his alternate to serve on the Community Development Regional Committee for FY 2025-2026; and

BE IT FURTHER RESOLVED that an original, certified copy of this resolution be immediately emailed to Robert G. Esposito, Director; Bergen County Division of Community Development at resposito@co.bergen.nj.us

168-2025 Amending Resolution No. 127-2025 To Establish Recreational Fees for Year 2025

WHEREAS, The Recreation Department hereby establishes the programs, times and fees for various programs; and

WHEREAS, the Recreation Director has recommended that the following fees, programs, and times be revised as described; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale that the following fees and programs and services be and are hereby established

TIME SCHEDULE FOR PICKLEBALL COURTS:

Weekdays and Weekends:

8:00AM - Dusk

<u>Program Name</u>	<u>Session Length</u>	<u>Resident Fee</u>	<u>Non-Resident Fee</u>
30+ Basketball	Sept-May	\$75	\$95
	Jan-May	\$40	\$60
Adult Soccer	10 weeks	\$15	\$20
Chess Lessons- Beginner	8 weeks	\$160	\$190
	7 weeks	\$140	\$170
	6 weeks	\$120	\$150
Chess Lessons- Intermediate	8 weeks	\$210	\$240
	7 weeks	\$190	\$220
	6 weeks	\$170	\$200
Drills and Skills Basketball	4 Day Camp 9:00am-12:00pm	\$155	\$185
Golf Instruction	6 weeks	\$120	\$150
	8 weeks	\$150	\$170
Pickleball Instruction	6 weeks	\$120	\$150
	8 weeks	\$160	\$200
Summer Camp: Grades 1-5	4 weeks	\$500 per child \$1500 family max	\$600 per child \$1800 family max
Adventure Camp: Grades 6-7	4 weeks	\$650 per child	\$750 per child
Summer Camp Resident/Non-Resident	\$45 late charge for every 15 minutes a child is left under care after camp dismissal. Payment shall be made directly to the Camp Director or Asst. Director and turned over to the Borough of Montvale. Camp financial assistance fee amounts will be at the discretion of the Recreation Director.		
<u>Program Name</u>	<u>Session Length</u>	<u>Resident Fee</u>	<u>Non-Resident Fee</u>
Multisport Camp by TGA	1 week (Full Day)	\$90	\$120
	1 week (Half Day)	\$60	\$90
The Way- The Art of Life	8 weeks (@ 2 classes per week)	\$120	\$180

BOROUGH OF MONTVALE**AUGUST 26, 2025**

Tai Chi	8 weeks	\$80	\$100
Montvale Senior Club Tai Chi Discount:	8 weeks	\$40	\$40
Tennis Lessons	6 weeks	\$120	\$150
	8 weeks	\$160	\$200
Tennis Badges			
Adult (Ages 18-61)	January-December (weather permitting)	\$30	\$60
Child (Ages 17 & Younger)	January-December (weather permitting)	\$10	\$20
Family Max	January-December (weather permitting)	\$60	\$120
Seniors (Ages 62 & Up)	January-December (weather permitting)	\$15	\$30
		\$10 Fee for Replacement Tennis Badge	
Basketball Badges			
Adult (Ages 18-61)	Residents: Lifetime Non-Residents: January-December	Free	\$25
Child (Ages 17 & Younger)	Residents: Lifetime Non-Residents: January-December	Free	\$15
Seniors (Ages 62 & Older)	Residents: Lifetime Non-Residents: January-December	Free	\$10
		\$5 Fee for Replacement Basketball Badge	
Pickleball Badges			
Adult (Ages 18-61)	January-December (weather permitting)	\$30	\$100
Child (Ages 17 & Younger)	January-December (weather permitting)	\$10	\$30
Seniors (Ages 62 & Older)	January-December (weather permitting)	\$15	\$100
Family Maximum		\$60	\$200
		\$10 Fee for Replacement Pickleball Badge	
Townwide Garage Sale Registration Fee	2 Day Permit. Dates TBD by Rec. Dept	\$15	
Ultimate Frisbee	6 weeks	\$75	\$95
	8 weeks	\$100	\$120
Volleyball- Adult	January-May	\$240	\$260
Volleyball- Girls	10 weeks	\$200	\$250
Women's Softball- Adult	April - August	\$60	\$80
Yoga	8 weeks	\$80	\$100
	6 weeks	\$60	\$75
	4 weeks	\$40	\$50

Youth Theater	September-December	\$10	\$50
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WHEREAS, Borough Owned Recreational Fields and Facilities shall be scheduled by the Borough of Montvale Field Coordinator; and

WHEREAS, Montvale Athletic League ("MAL"), Montvale Recreation and Pascack Hills High School shall have first priority field scheduling use and shall be provide a schedule to the Field Coordinator no later than February 1 and June 1 for the respective Spring and Fall seasons.

WHEREAS, MAL, Recreation, Pascack Hills High School and churches are exempt from payment of fees relating to field use.

<u>Facilities</u>	<u>Fee</u>	<u>Resident Team/Corporation</u>	<u>Non-Resident Team/Corporation</u>
Ballfields: Baseball or Softball (Memorial, Fieldstone or LaTrenta)	Per Hour Per Field (2 hour minimum)	\$25	\$50
Turf Fields: Soccer or Lacrosse (Fieldstone)	Per 2 Hour Time Slot Per Field	\$75 (full field) \$50 (half field)	\$150 (full field) \$100 (half field)
Basketball Courts: (Memorial)	Per Hour: Court #2 Only	\$25	\$50
Tennis Courts: (Memorial or LaTrenta) *Two court maximum reservation at any one location	Per Hour Per Court	\$25	\$50
Pickleball Courts: (Memorial)	Per Hour Per Court	\$25	\$50

Field and Facility Permit Regulations

MAL endorsed programs in sports that are not offered by MAL, and which have Montvale residents participating, shall be charged the resident fee for field use.

Resident Corporation: Any company that owns or leases commercial within the borough.

Non-Resident Corporation: Any company that does not own or lease commercial space within the borough.

Residential Team: Any athletic team comprised of at least 75% of its roster with Montvale residents.

Non-Residential Team: Any team not having at least 75% of its roster filled with Montvale residents.

Time Slot: An uninterrupted 1 or 2 hour time period or any part thereof, that a field/facility is being used by an approved team.

Season: Spring season will begin March 1 and end August 30. Fall season will begin September 1 and end December 31.

Field/Facility users who provide 7 days or more notice of changes in their scheduled use can receive a time credit if the scheduled hours are decreased. Any changes in field schedules without 7-day notice will not receive a time credit for unused field time. Time credits are only valid for the existing season and the following season.

Lightning Detection Credit Policy: If the lightning detector activates with less than 50% of scheduled time elapsed for that date, the organization shall receive a credit for that day's scheduled timeslot. If the lightning detector activates after 50% of the scheduled time has elapsed, no time credit will be granted.

Payment is required prior to use on all fields or no field use will be granted.

Once field use requests are received in full by February 1st for Spring season and June 1st for Fall season, field use will be established with the following order of preference:

1. Montvale Athletic League, Recreation and Pascack Hills High School
2. Resident: Not-For-Profit Entity
3. Resident: For Profit Entity
4. Non-Resident: Not-For-Profit Entity
5. Non-Resident: For-Profit Entity

WHEREAS, it is the Borough of Montvale's intention by the adoption of this resolution that if any prior established fee is in conflict with fee schedule the fees set forth in this fee schedule shall be the fees charged and any conflicting prior fee is hereby superseded, repealed and replaced with the fees adopted pursuant to this resolution.

169-2025 Refund Tax Overpayment / Block 1405, Lot 13 – 35 Eagle Ridge

WHEREAS, a resolution authorizing the Tax Collector to refund an overpayment of taxes for the property located at 35 Eagle Ridge, also known as Block 1405, Lot 13;

WHEREAS, a duplicate payment was made by the homeowner; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey, that the Tax Collector be and is hereby authorized to refund \$5,016.00 to Ian James Dunsdon, 35 Eagle Ridge, Montvale, NJ 07645

170-2025 Authorizing Hiring Full Time Administrative Assistant/Floater – Tina Mouikis

WHEREAS, the Borough of Montvale is in need of a full time Administrative Assistant/Floater position within the Administration; and

WHEREAS, Stamatia Tina Mouikis meets the qualifications for this position and agrees to the terms and conditions of employment, and has previously completed a satisfactory background investigation; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey that the above-named individual is hereby appointed to the position of full time Administrative Assistant/Floater effective September 2, 2025

171-2025 Award Professional Service Contract - Alternate Public Defender for Pascack Joint Municipal Court to Azcona & Associates, LLC

WHEREAS, the Pascack Joint Municipal Court has a need to contract for the services of various professionals to serve as the municipal alternate public defender, pursuant to N.J.S.A. 2B:24-1, et seq.; and

WHEREAS, the Pascack Municipal Court Committee agreed to acquire Public Defender Services through the alternate process pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5; and

WHEREAS, there are occasions when the appointed municipal public defender may have a conflict of interest, thus creating a need for an alternate public defender; and

WHEREAS, it is the desire of the Pascack Joint Municipal Court to appoint the following individual to the position of Alternate Public Defender, Yohayra Azcona, Esq.; and

WHEREAS, said salaries shall be included as part of the Operational Costs for the Pascack Joint Municipal Court as per the agreement between the participating municipalities; and

WHEREAS, compensation to be paid to the Alternate Public Defender shall be \$300 per appearance; and

WHEREAS, the term of this contract shall commence on August 26, 2025, and shall continue for the remainder of the calendar year 2025; and

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

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids and Contracts must be available for public inspection.

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

1. This Contract is awarded without competitive bidding as "Professional Services" 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.

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

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

RESOLUTIONS: (NON-CONSENT)

172-2025 Authorizing Tax Court Settlement – Paragon Drive 1, LLC – Block 1102; Lot 1

1 Paragon Drive

WHEREAS, a property tax appeal had been filed by the Borough of Montvale against Paragon Drive 1, LLC, under Docket Numbers 012836-2019 and 005851-2020 (hereinafter the "Borough Tax Appeal"); and,

WHEREAS, the Borough Tax Appeal sought to increase the tax assessment of the property located at 1 Paragon Drive in the Borough of Montvale, also identified as Block 1102 Lot 1 on the Borough tax maps (hereinafter the "Subject Property"); and,

WHEREAS, Paragon Drive 1, LLC filed Tax Appeals against the Borough of Montvale, under Docket Numbers 000353-2023, 000355-2023, 002388-2023, 002578-2024 and 002824-2025-2023 (hereinafter the "Paragon Tax Appeals"); and,

WHEREAS, the Paragon Tax Appeals sought to reduce an added assessment that was placed on the Subject Property for the 2021 and 2022 tax years, and to reduce the total tax assessment for tax years 2023, 2024 and 2025; and,

WHEREAS, the parties attended a court-ordered mediation on August 11, 2025 to discuss the proposed settlement of the Borough Tax Appeal and Paragon Tax Appeals; and,

WHEREAS, a proposed settlement was reached at the conclusion of the mediation, subject to Governing Body approval; and,

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

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

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

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

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

SCHEDULE "A"
(REVISED)

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

2019 Appeal: \$9,500,000
2020 Appeal: \$9,500,000
2021 Appeal: \$12,500,000 (\$3,650,000 added assessment)
2022 Appeal: \$11,450,000 (\$2,600,000 added assessment)
2023 Appeal: \$11,205,000
2024 Appeal: \$10,995,000
2025 Appeal: \$10,575,000

B. The total assessment for the Subject Property shall not exceed \$9,500,000 in the 2026 tax year.

Introduced by: Councilmember Lane; seconded by Councilmember Roche - a roll call was taken – all ayes – Councilmember Cudequest asked for an explanation, the BA, Joe, stated the property owner submitted his own appraisal which was much higher than ours, the attorneys for both parties agreed on the above settlement which would result in a refund to the property owner of approximately \$200,000 rather than the original refund of approximately over \$1million.

173-2025 Authorizing the Approval of Rescinding Resolution No.199-2024 - Withdrawal from the Pascack Joint Municipal Court

WHEREAS, on or about November 26, 2024, Resolution No. 199-2024, the Mayor and Council of the Borough of Montvale adopted a resolution approving their withdrawal from the Pascack Joint Municipal Court; and

WHEREAS, upon further review, the Borough desires to rescind the prior resolution of withdrawal and remain in the Pascack Joint Municipal Court as same are in the best interests of the Borough; and

WHEREAS, the Joint Court Committee has reviewed this matter and recommends the approval of same; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, that the prior Resolution No. 199-2024 dated on or about November 26, 2024 approving the withdrawal from the Pascack Joint Municipal Court be and is hereby rescinded; and

BE IT FURTHER RESOLVED, that the Borough Administrator be and is hereby authorized and directed to take all steps necessary to effectuate the intent of this resolution by forwarding a copy of same to the State of New Jersey Administrative Office of the Courts, the Assignment Judge of the Bergen County Superior Court, the Joint Court and the Borough of Woodcliff Lake and Borough of Park Ridge upon its passage.

Introduced by: Councilmember Lane; seconded by Councilmember Roche - a roll call was taken – all ayes The BA, Joe stated after a brief discussion with all 3 towns, it was decided to agree upon a fair allocation of funding between the 3 towns

174-2025 Authorize the Issuance of a Request for Proposal for Appraisal Services

WHEREAS, the Borough of Montvale is in need of Professional Appraisal Services in connection with the Revaluation for the Tax Year 2027

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Montvale authorize the Municipal Clerk to advertise for Request for Proposals for Appraisal Services

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

BILLS: Administrator read the Bill Report

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

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

COMMITTEE REPORTS:

Council President Lane

Fire Dept

45 fire calls; 2 drills; 6 work details; 1 meeting

New Fire Engine M3 has arrived on Sept 27 1-5pm will have a celebration wet down with food and drinks; Sept 5th will be hosting a Poker tournament

Councilmember Roche

Day in the Park is on Sept 6 3-9pm; Hills HS starts this week

Councilmember Cudequest

Library

End of summer celebration was a good turnout; Forever Young concert was held inside due to high heat temperatures

Councilmember Arendacs

Engineering

Paving of Woodland Road, Paragon Drive and Philips Parkway have been completed; the county approved the plans for Magnolia and Kinderkamack Road intersection, construction should begin this Fall DPW

Working on the fields for the Fall sports season; started the process of getting equipment ready for winter operations; held a joint meeting with River Vale last month, it was a productive meeting and both towns are continuing to enjoy an excellent working relationship

Councilmember Koelling

Police

Monthly report included in original minutes;

Planning Board

The last meeting was cancelled; re-doing the parking lot by CVS on Grand Ave

Reminder – Touch – a – Truck event is August 27

Councilmember Russo-Vogelsang

Local School

Update on renovations: HVAC systems, new fire alarms, new doors and locks; 5 new classrooms at Memorial and a new kindergarten playground; new library at Fieldstone; school starts Sept 4th

Mayor Ghassali

We had the final walk thru at the Farm, we will take ownership on Aug 28th; 2 more towns joined the coalition, Montgomery and Hawthorne; we are waiting for a date from Federal court; 9/11 ceremony will start at 7pm; Farm Celebration will be on October 18; still having issues on the Parkway, be careful driving on both sides

ENGINEER'S REPORT: Nick Chelius

No Report

ATTORNEY'S REPORT: Dave Lafferty

Thursday we will take legal possession of the Farm; will start the process to find a manager and or farmer to continue to run it as a farm; Affordable Housing deadline for objections is August 31st; we expect objections.

ADMINISTRATOR'S REPORT: Joe Voytus

The ramp for the GSP should be opening mid-September; Boro employee, Lorraine Hutter, passed away due to ALS diagnosis; Councilmember Cudequest asked about the Narcan boxes, Joe stated the County plans to install the box near the Fire department and Memorial Field sometime in September.

UNFINISHED BUSINESS:

The BA, Joe, mentioned if Council would consider paying for a new concrete path to the bathrooms at Fieldstone School – an estimate of approximately \$45,700 was received by the school; after a brief discussion by councilmembers, it was decided to check with the CFO for funding.

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 Koelling - all ayes

Carolee Adams

Brought up a recent article in the Pascack Press regarding the ongoing deer issues; Old Tappan is having a meeting with representatives from NJDEP Fish and Wildlife and Mrs. Adams asked if Mayor Ghassali will be attending that meeting; Mrs. Adams asked for an update on the paving conditions on Murray Road; currently we have 96 Eagle Scouts; a second data center is being proposed on Lake Tappan, there is a lot of opposition and she encourages councilmembers to get involved; is there an overall review of the water pipes in town, Mayor Ghassali stated that the pipes are owned and controlled by Veolia.

Jim Zurretti

Spoke with Chris Gruber in regards to his property maintenance complaint he submitted on June 3rd for 48 E Grand Ave— there has been no resolution – why is it not on the abandon property list??

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 Cudequest - all ayes

Meeting was adjourned at 8:20pm

Regular Public Meeting of the Mayor & Council to be held at 7:30pm on September 9, 2025

Respectfully submitted, Frances Scordo, Municipal Clerk

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 175-2025**

RE: Authorize Raritan Valley Community College to Conduct Deer Density Monitoring in the Borough of Montvale

WHEREAS, the Borough of Montvale is interested in conducting a survey of the deer population throughout the Borough; and

WHEREAS, the proposal in the amount of \$1,408.00 is attached to this resolution; and

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

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Montvale authorize Raritan Valley Community College located at 118 Lamington Road, Branchburg, NJ, 08876 under the direction of Jay F. Kelly, Ph. D. Co-Director, Center for Environmental Studies, Professor of Biology and Environmental Science to conduct deer population survey throughout the Borough of Montvale

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

Adopted: September 9, 2025

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Timothy E. Lane
Council President

August 29, 2025

Mike Ghassali
Business Administrator
380 Hillsdale Avenue
Office: 201-666-4800 X1504
Cell: 201-421-7254

Proposal for Deer Density Monitoring in Montvale, NJ

We propose to conduct deer population surveys using infrared drones, or small unmanned aerial systems (sUAS) in Montvale, NJ, in winter-spring 2025-2026. sUAS surveys will be conducted on consecutive nights until the total areas in each municipality are covered. Data will be collected using a FLIR infrared camera mounted on an Autel Evo II drone. We will use a remote pilot certified by the FAA, combined with an additional visual observer for added safety during night-time operations, with all staff and equipment properly trained and fully insured for liability. Data will be collected only on clear nights with no precipitation and average wind speeds under 15 mph. Data will be entered into an ArcGIS online data collection platform for immediate visualization of the results and a report will be provided by June 30, including raw data, analysis, maps and recommendations for future research and management.

Activity:	Costs:
Infrared UAS Surveys for:	
Montvale ($4 \text{ mi}^2 \times 640 \text{ acres/mi}^2 = 2560 \text{ acres} \times \$0.55/\text{acre}$)	\$1,408
Total (not to exceed)	\$1,408

Please let me know if you have any questions regarding the proposed activities, and thank you for your consideration.

Sincerely,

Jay F. Kelly, Ph.D.
Co-Director, Center for Environmental Studies
Professor of Biology and Environmental Science
Department of Science & Engineering
Raritan Valley Community College
118 Lamington Rd.
North Branch, NJ 08876
908-526-1200x8531
jkelly@raritanval.edu

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 176-2025**

Re: A Resolution Approving the Appointment of Meghan Culhane as Acting Municipal Housing Liaison

WHEREAS, the Borough of Montvale is in need of a Municipal Housing Liaison; and

WHEREAS, Meghan Culhane has commenced taking the classes necessary to obtain a certification as a Municipal Housing Liaison; and

WHEREAS, the Borough of Montvale is desirous of appointing Meghan Culhane as Acting Municipal Housing Liaison, and upon obtaining the necessary certification, she shall be appointed as the Municipal Housing Liaison.

NOW, THEREFORE, BE IT RESOLVED, that Meghan Culhane be appointed as Acting Municipal Housing Liaison effective September 1, 2025.

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

Adopted: September 9, 2025

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Timothy E. Lane
Council President

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 177-2025**

RE: A Resolution Appointing Thomas Borgaro as Acting Plumbing Subcode Official and Inspector

WHEREAS, the Borough has received a letter of resignation from David Ludwig, the Borough's Plumbing Subcode Official and Inspector, effective September 5, 2025; and

WHEREAS, the Borough is in the process of advertising for a permanent replacement for said position; and

WHEREAS, in the interim, the Borough would like to appoint an Acting Plumbing Subcode Official and Inspector so as not to inconvenience residents and businesses; and

WHEREAS, Thomas Borgaro has performed said duties in the past for the Borough in the event of conflicts and vacations; and

WHEREAS, the Borough of therefore desirous of appointing Thomas Borgaro as Acting Plumbing Subcode Official and Inspector effective September 8, 2025, and until such time as a permanent replacement is hired.

NOW, THEREFORE, BE IT RESOLVED that Thomas Borgaro is hereby appointed as Acting Plumbing Subcode Official and Inspector for the Montvale Construction Department, effective September 8, 2025, and until such time as a permanent replacement is hired by the Borough; and

BE IT FURTHER RESOLVED that Thomas Borgaro shall be paid pro-rata based on an annual salary of \$37,238 with a work week of 15 hours.

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

Adopted: September 9, 2025

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Timothy E. Lane
Council President

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 178-2025**

**RE: A Resolution Approving a Developer's Agreement with Gray Capital, LLC
Premises Identified as Block 1102, Lot 3 in the Borough of Montvale**

WHEREAS, Gray Capital, LLC ("Developer") owner of the premises known as Block 1102, Lot 3 made an application to the Planning Board for site plan approval; and

WHEREAS, the Planning Board approved the Development by resolution dated September 20, 2022; and

WHEREAS, pursuant thereto, the Borough, Planning Board and Developer are desirous of executing a Developer's Agreement setting forth the parties' respective rights and obligations concerning said approval; and

WHEREAS, a Developer's Agreement has been negotiated by and between the parties and has been executed by the Developer and the Chairman of the Planning Board.

NOW, THEREFORE, BE IT RESOLVED that the Developer's Agreement dated September 9, 2025, between the Borough of Montvale, the Planning Board of the Borough of Montvale, and Gray Capital, LLC is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby directed, authorized and empowered to execute the Developer's Agreement with the Developer and to take all other steps reasonably necessary to effectuate the provisions and purposes of this resolution.

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

Adopted: September 9, 2025

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Timothy E. Lane
Council President

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 179-2025**

**RE: A RESOLUTION AUTHORIZING EXECUTION OF ADMINISTRATIVE CONSENT
ORDER AND SUPPLEMENTAL ENVIRONMENTAL PROJECT**

WHEREAS, the State of New Jersey department of Environment Protection has requested that the Borough of Montvale ("Borough") enter into an Administrative Consent Order (ACO) and Supplemental Environmental Project (SEP) to resolve certain issues relating to an underground storage tank (UST) at 1 Memorial Drive, Montvale Bergen County (see attached); and

WHEREAS, the ACO addresses certain technical issues with regard to the past operation of the UST system by the Borough including record-keeping obligations;

WHEREAS, the Borough believes that the completion of the SEP is the most efficient resolution relating to all issues associated with the subject UST; and

WHEREAS, the Borough has engaged a Licensed Site Remediation Professional (LSRP) to oversee the implementation of the SEP.

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

1. The Mayor and/or Borough Administrator is hereby authorized to execute the ACO and SEP in substantially the same form as attached hereto;
2. The Borough, its employees and professionals are hereby authorized to proceed as set forth in the ACO/SEP; and
3. The Borough is authorized to pay the sum of \$5,000.00 as provided for in Paragraph 21 of the ACO to resolve the issues associated with this ACO.

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

Adopted: September 9, 2025

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Timothy E. Lane
Council President



State of New Jersey

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WASTE & UST COMPLIANCE & ENFORCEMENT
BUREAU OF UST COMPLIANCE & ENFORCEMENT**

P.O. Box 420, Mail Code 09-03
Trenton, New Jersey 08625-0420
Tel. (609) 633-1205 • Fax. (609) 292-3970

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

SHAWN M. LATOURETTE
Commissioner

SENT VIA EMAIL:

June 13, 2025

Mr. Joe Voytus, jvoytus@montvaleboro.org
Mr. Chris Gruber, cgruber@montvaleboro.org
Mr. David Glass, David@clbnj.com
BOROUGH OF MONTVALE
1 Memorial Drive
Montvale, NJ 07645

**RE: ADMINISTRATIVE CONSENT ORDER AND SUPPLEMENTAL
ENVIRONMENTAL PROJECT
BOROUGH OF MONTVALE
1 MEMORIAL DRIVE
MONTVALE, NJ 07645
EA ID #: NEA250001 - 003175**

Dear Mr. Voytus, Mr. Gruber and Mr. Glass:

Enclosed for service upon you is an Administrative Consent Order issued by the Department pursuant to the provisions of the New Jersey Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 et seq. and the Air Pollution Control Act, N.J.S.A. 26:2C-1 et seq.,

Should you have any questions concerning the enclosed Administrative Consent Order, please contact Ms. Mallory May at 609-954-5158.

Sincerely,

Michael Hollis, Chief
Bureau of UST Compliance & Enforcement

Enclosure



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

DIVISION OF WASTE & UST COMPLIANCE & ENFORCEMENT

BUREAU OF UST COMPLIANCE & ENFORCEMENT

P.O. Box 420, Mail Code 09-03

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PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

SHAWN M. LATOURETTE
Commissioner

IN THE MATTER OF

BOROUGH OF MONTVALE

1 Memorial Drive
Montvale, NJ 07645

ADMINISTRATIVE CONSENT ORDER AND SUPPLEMENTAL ENVIRONMENTAL PROJECT

EA ID # NEA250001 - 003175

This Administrative Consent Order and Supplemental Environmental Project (hereinafter ACO/SEP) is entered into pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection ("Department") by N.J.S.A. 13:1D-1 et seq., and the New Jersey Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 et seq. and the Air Pollution Control Act, N.J.S.A. 26:2C-1 et seq., and duly delegated to the Chief, Bureau of UST Compliance and Enforcement pursuant to N.J.S.A. 13:1B-4.

FINDINGS

1. BOROUGH OF MONTVALE owns and operates a Department of Public Works located at 1 Memorial Drive, Montvale, Bergen County, NJ.
2. BOROUGH OF MONTVALE maintains on-site "underground storage tank (UST) systems" as defined by N.J.A.C. 7:14B-1.6, consisting of (1) – 500 gallon waste oil UST and associated appurtenances. (ID# 003175)
3. Pursuant to N.J.A.C. 7:14B-1.6, all grades of gasoline and diesel fuel are defined as "Motor Fuel" which are further defined as "Hazardous Substances".
4. As the result of an investigation conducted on November 16, 2016, the Department has determined that BOROUGH OF MONTVALE failed to comply with applicable requirements as follows:
 - a. Requirement: Pursuant to N.J.A.C. 7:14B- 2.1(c), any person that owns or operates an underground storage tank system shall only use such tank

upon receipt of a valid Registration Certificate issued by the Department.
[N.J.A.C. 7:14B-2.1(c)]

Description of Noncompliance: The Owner/Operator is using regulated tanks without a valid registration certificate issued by the Department.

- b. Requirement: Pursuant to N.J.A.C. 7:14B- 5.1(d)1, not accept product delivery to any tank if the spill catchment basin contains product, water or debris. [N.J.A.C. 7:14B-5.1(d)1]

Description of Noncompliance: Spill Buckets are not free of debris, product and/or water.

- c. Requirement: Pursuant to N.J.A.C. 7:14B- 5.1(d), in order to ensure proper operation of spill containment equipment, the owner and operator shall: 1. Keep spill catchment basins, dispenser sumps and piping sumps clean of product, water and debris; 2. Visually inspect spill catchment basins before every delivery and visually inspect spill catchment basins, dispenser sumps and piping sumps once every 30 days, and properly dispose of any accumulation of debris and liquid collected. The visual inspection shall include a check for evidence of cracks, holes, loose fittings or any other deficiency which may compromise the integrity of the spill containment equipment; 3. Ensure deficient equipment is repaired or replaced. Repairs and installation of new equipment shall be in compliance with N.J.A.C. 7:14B-4.1(a)3i, 4.1(n), 4.2(d) and 5.4; and 4. Not accept product delivery to any tank if the spill catchment basin contains product, water or debris. [N.J.A.C. 7:14B-5.1(d)]

Description of Noncompliance: The Owner/Operator is not inspecting and cleaning all piping sumps, spill buckets and catchment basins every thirty (30) days. Water was observed in the spill bucket and piping sump.

- d. Requirement: Pursuant to N.J.A.C. 7:14B- 5.2(a)2i, all cathodic protection systems shall be tested within six months of installation and at least every three years thereafter by an individual certified in accordance with N.J.A.C. 7:14B-13 [N.J.A.C. 7:14B-5.2(a)2i]

Description of Noncompliance: Failure to test the system every 3 years.

- e. Requirement: Pursuant to N.J.A.C. 7:14B- 5.9(b), no person or business firm shall introduce hazardous substances into a regulated underground storage tank which is not properly registered with the Department pursuant to N.J.A.C. 7:14B-2.1. [N.J.A.C. 7:14B-5.9(b)]

Description of Noncompliance: A person or business firm introduced a hazardous substance into a regulated UST which was not properly registered with the Department.

- d. Requirement: Pursuant to N.J.A.C. 7:14B- 5.9(b), no person or business firm shall introduce hazardous substances into a regulated underground storage tank which is not properly registered with the Department pursuant to N.J.A.C. 7:14B-2.1. or where any registration has been revoked or denied. [N.J.A.C. 7:14B- 5.9(b)]

Description of Noncompliance: A person or business firm introduced a hazardous substance into a regulated UST which was not properly registered with the Department.

6. Based on the facts set forth in these FINDINGS, the Department has determined that BOROUGH OF MONTVALE has violated the New Jersey Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 et seq. and/ the Air Pollution Control Act, N.J.S.A. 26:2C-1 et seq., and the regulations promulgated pursuant thereto, specifically
N.J.A.C. 7:14B- 2.1(c), N.J.A.C. 7:14B- 5.1(d)1, N.J.A.C. 7:14B- 5.1(d),
N.J.A.C. 7:14B- 5.2(a)2i, N.J.A.C. 7:14B- 5.9(b), N.J.A.C. 7:14B- 6.2(a)1,
N.J.A.C. 7:14B- 6.7(f), N.J.A.C. 7:14B- 2.1(a), N.J.A.C. 7:14B- 2.1(c),
N.J.A.C. 7:14B- 5.2(a)2i, N.J.A.C. 7:14B- 5.9(b)
7. In order to resolve this matter without trial or adjudication, BOROUGH OF MONTVALE has agreed to entry of this ACO/SEP and to be bound by its terms and conditions.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

A. HEARING REQUEST

8. BOROUGH OF MONTVALE hereby waives its right to an administrative hearing with respect to the enforcement actions which have been issued and which are listed in paragraphs 4&5 above BOROUGH OF MONTVALE shall complete and submit the enclosed ADMINISTRATIVE HEARING WAIVER.

B. COMPLIANCE SCHEDULE

9. BOROUGH OF MONTVALE shall take whatever actions are necessary to achieve and maintain compliance with N.J.A.C. 7:14B -9 on or before December 31, 2025 including but not limited to the following:
- a. At least 30 days prior to UST system closure at each location:
- i. Obtain a Notice of Intent (NOI)
- ii. Retain a Licensed Site Remediation Professional (LSRP)

At least 14 days prior to the start date of work for each location, provide 14 day notification to 14dayUSTnotice@dep.nj.gov. Notification must include Site PI#, Site Name and Address, Site contact name and phone number, UST closure contractor name and phone number, Description of work and Start date of work.. . [N.J.A.C. 7:14B-10]

- b. Within 7 days of UST system closure, submit a FCQ to show the tank status as closed on the UST registration. [N.J.A.C. 7:14B- 2]
- c. By no later than December 31, 2025 close the UST system at 1 Memorial Drive, Montvale (PI 003175). [N.J.A.C. 7:14B- 9]

10. If BOROUGH OF MONTVALE is not able to achieve compliance by taking the above actions, BOROUGH OF MONTVALE is responsible for taking whatever additional actions are necessary in order to comply with all applicable federal, state and local permits as well as all applicable statutes, codes, rules, regulations and orders, including but not limited to the statutes and regulations cited herein.

C. SUPPLEMENTAL ENVIRONMENTAL PROJECT

11. BOROUGH OF MONTVALE shall satisfy \$15,000 of the civil charge by satisfactorily completing the Supplemental Environmental Project (SEP) described in Appendix A of this document.
12. By signing this order BOROUGH OF MONTVALE certifies that it has not commenced performance of the SEP.
13. By signing this order BOROUGH OF MONTVALE certifies that the SEP is not required by any federal, state, or local law or regulation, nor is it required by any other agreement, grant or as injunctive relief in this or any other case.
14. BOROUGH OF MONTVALE acknowledges that it is solely responsible for completing the SEP project. Any transfer of funds, tasks, or otherwise by BOROUGH OF MONTVALE to a third party, shall not relieve BOROUGH OF MONTVALE of its responsibility to complete the SEP as described in this Order.
15. In the event BOROUGH OF MONTVALE publicizes the SEP or the SEP results, BOROUGH OF MONTVALE shall state in a prominent manner that the project is part of a settlement of an enforcement action.
16. In the event that BOROUGH OF MONTVALE fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in Appendix A and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in Appendix A, BOROUGH OF MONTVALE shall be liable for stipulated penalties according to the provisions set forth below:

- (i) Except as provided in subparagraph (ii) immediately below, for a SEP which has not been completed satisfactorily pursuant to this Administrative Consent Order, the Department may assess the greater of either stipulated daily penalties or the remainder of the SEP value plus 25% of the estimated SEP cost.
 - (ii) If the SEP is not completed in accordance with the above paragraphs and Appendix, but the Department determines that the BOROUGH OF MONTVALE: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least 95 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.
 - (iii) If the SEP is completed in accordance with the provisions outlined above and in the Appendix, but the BOROUGH OF MONTVALE spent less than 95 percent of the amount of money required to be spent for the project, Respondent shall pay the difference to the Treasurer, State of New Jersey or propose an additional SEP to expend the remaining funds.
 - (iv) If the SEP is completed in accordance outlined above and in the Appendix, and the BOROUGH OF MONTVALE spent at least 95 percent of the amount of money required to be spent for the project, Respondent shall not be liable for any stipulated penalty.
17. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of DEP.

D. PROJECT COORDINATION

18. BOROUGH OF MONTVALE shall submit to the Department all documents required by this Administrative Consent Order and Supplemental Environmental Project, including correspondence relating to force majeure issues, by certified mail or hand delivery with an acknowledgement of receipt from the Department. The date that the Department receives the certified mail or executes the acknowledgement will be the date the Department uses to determine BOROUGH OF MONTVALE's compliance with the requirements of this Administrative Consent Order and Supplemental Environmental Project and the applicability of stipulated penalties and any other remedies to the Department.
19. Within seven (7) calendar days after the effective date of this Administrative Consent Order and Supplemental Environmental Project, BOROUGH OF MONTVALE shall submit to the Department the name, title, address and telephone number of the individual who shall be BOROUGH OF MONTVALE's technical contact for the Department for all matters concerning this Administrative Consent Order and Supplemental Environmental Project and BOROUGH OF MONTVALE's shall designate an agent and mailing address for this agent for the purpose for all matters concerning this Administrative Consent Order and Supplemental Environmental Project.

20. Unless otherwise directed in writing by the Department, BOROUGH OF MONTVALE's shall submit copies of all documents required by this Administrative Consent Order and Supplemental Environmental Project to the individual identified below, who shall be the Department's contact for BOROUGH OF MONTVALE's for all matters concerning this Administrative Consent Order:

NJDEP
UST Compliance and Enforcement
Attention: Mallory May
Mallory.May@dep.nj.gov

F. PENALTY

21. In settlement of the violations cited in the above findings, BOROUGH OF MONTVALE shall pay a penalty of **\$5,000.00** by check made payable to the Treasurer, State of New Jersey" and remitted to the Division of Revenue at the address stated on the enclosed invoice 30 days from effective date.

G. STIPULATED PENALTIES

22. BOROUGH OF MONTVALE shall pay stipulated penalties to the Department, as set forth below, for failure to comply with the provisions of this ACO/SEP unless the Department has notified BOROUGH OF MONTVALE in writing that a stipulated penalty will not be assessed for violations of the compliance schedule pursuant to the force majeure provisions of this ACO/SEP.

<u>Calendar Days After Due Date</u>	<u>Per Calendar Day</u>
1-7	\$1000
8-14	\$2000
15 or more	\$5000

23. Within 45 calendar days after BOROUGH OF MONTVALE's receipt of a written demand from the Department for stipulated penalties, BOROUGH OF MONTVALE shall submit a check to the Treasurer, State of New Jersey as outlined above in the PENALTY section.
24. If BOROUGH OF MONTVALE fails to pay stipulated penalties pursuant to the preceding paragraphs, the Department may take action to collect same, including, but not limited to, instituting civil proceedings to collect such penalties pursuant to R. 4:67 and R. 4:70 or assess civil administrative penalties for violations of this ACO/SEP.
25. The payment of stipulated penalties does not alter BOROUGH OF MONTVALE's responsibility to complete all requirements of this ACO/SEP.

H. FORCE MAJEURE

26. If any event occurs which is beyond the control of BOROUGH OF MONTVALE and which BOROUGH OF MONTVALE believes will or may cause delay in the achievement of the compliance schedule provisions of this ACO/SEP, BOROUGH OF MONTVALE shall notify the Department in writing within seven (7) calendar days of becoming aware of the delay or anticipated delay, as appropriate. In the notification, BOROUGH OF MONTVALE shall reference this paragraph, describe the anticipated length of the delay, the precise cause or causes of the delay, and any measures taken or to be taken to minimize the delay. BOROUGH OF MONTVALE shall take all necessary action to prevent or minimize any such delay.
27. The Department may adjust the deadlines in the compliance schedule of this ACO/SEP for a period no longer than the delay if the Department finds that:
- A. BOROUGH OF MONTVALE has complied with the notice requirements above;
 - B. any delay or anticipated delay has been or will be caused by fire, flood, riot, strike, or other circumstances beyond the control of BOROUGH OF MONTVALE; and
 - C. BOROUGH OF MONTVALE has taken all necessary actions to prevent or minimize the delay.
28. If the Department denies BOROUGH OF MONTVALE's force majeure request, BOROUGH OF MONTVALE may be subject to stipulated penalties. The burden of proving that any delay is caused by circumstances beyond the control of BOROUGH OF MONTVALE and the length of any such delay attributable to those circumstances shall rest with BOROUGH OF MONTVALE. Increases in the cost or expenses incurred by BOROUGH OF MONTVALE in fulfilling the requirements of this ACO/SEP shall not be a basis for an extension of time. Delay in an interim requirement shall not automatically justify or excuse delay in the attainment of subsequent requirements. Contractor's breach shall not automatically constitute force majeure.

I. RESERVATION OF RIGHTS

29. The Department reserves the right to unilaterally terminate this Administrative Consent Order and Supplemental Environmental Project in the event BOROUGH OF MONTVALE violates the terms. However, before the Department terminates this Administrative Consent Order and Supplemental Environmental Project pursuant to this paragraph, the Department will notify BOROUGH OF MONTVALE in writing of their obligations, and BOROUGH OF MONTVALE shall have reasonable time under the circumstances, not to exceed thirty (30) calendar days, to perform said obligations.
30. The Department reserves the right to seek reimbursement for past costs to be incurred in the oversight of this Administrative Consent Order and Supplemental Environmental Project.
31. This Administrative Consent Order and Supplemental Environmental Project shall not be construed to affect or waive claims of federal or state natural resources trustees against any party for damages or injury to natural resources.

32. The Department reserves the right to require BOROUGH OF MONTVALE to take any and all additional measures should the Department determine that such measures are necessary to protect human health and/or the environment. Nothing in this Administrative Consent Order and Supplemental Environmental Project constitutes a waiver of any statutory right or enforcement powers of the Department to require BOROUGH OF MONTVALE to undertake such additional measures should the Department determine that they are necessary.

J. GENERAL PROVISIONS

33. Nothing contained in this ACO/SEP restricts the ability of the Department to raise the above Findings in any other proceeding, specifically including, but not limited to, proceedings pursuant to N.J.S.A. 13:1E-126 et seq., (commonly referred to as A-901).
34. This ACO/SEP shall be binding on BOROUGH OF MONTVALE, its respective agents, successors, assigns, and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity.
35. This ACO/SEP shall be fully enforceable as a final Administrative Order in the New Jersey Superior Court.
36. BOROUGH OF MONTVALE agrees not to contest the terms or conditions of this ACO/SEP except that BOROUGH OF MONTVALE may contest the Department's interpretation or application of such terms or conditions in any action brought by the Department to enforce this ACO/SEP 's provisions.
37. This ACO/SEP shall not relieve BOROUGH OF MONTVALE from obtaining and complying with all applicable federal, state and local permits as well as all applicable statutes, codes, rule, regulations and orders, including but not limited to the statutes and regulations cited herein.
38. No modification or waiver of this ACO/SEP shall be valid except by written amendment duly executed by BOROUGH OF MONTVALE and the Department or by the Department's written modification pursuant to the force majeure provisions herein.
39. BOROUGH OF MONTVALE shall not construe any unwritten or informal advice, guidance, suggestions, or comments by the Department, or by persons acting on behalf of the Department, as relieving BOROUGH OF MONTVALE of its obligations under its permit(s) if any, this ACO/SEP, the New Jersey Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 et seq. and/or the Air Pollution Control Act, N.J.S.A. 26:2C-1 et seq., and the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq.
40. In addition to the Department's statutory and regulatory rights to enter and inspect, BOROUGH OF MONTVALE shall allow the Department and its authorized representatives access to the site at all times for the purpose of determining compliance with this ACO/SEP.
41. Nothing in this ACO shall preclude the Department from taking enforcement action against BOROUGH OF MONTVALE for matters not set forth in the findings of this ACO/SEP.

42. No obligations or penalties imposed by this ACO/SEP are intended to constitute debt(s) which may be limited or discharged in a bankruptcy proceeding. All obligations and penalties are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and the protection of public health, safety, welfare and the environment.
43. BOROUGH OF MONTVALE shall give written notice of this ACO/SEP to any successor in interest thirty (30) calendar days prior to transfer of ownership or control of the facility or facilities which are the subject of this ACO/SEP and shall simultaneously notify the Department that such notice has been given. This requirement shall be in addition to any other statutory or regulatory requirements arising from the transfer of ownership or control of BOROUGH OF MONTVALE 's facility. In addition, the parties agree that any contract, lease, deed or any other agreement that BOROUGH OF MONTVALE enters into to convey the property/facility that is the subject of this ACO/SEP shall include a provision which states that the successor, assignee, tenant or purchaser has agreed to assume the obligations imposed by this ACO/SEP
44. The Department reserves all statutory and common law rights to require BOROUGH OF MONTVALE to take additional action(s) if the Department determines that such actions are necessary to protect public health, safety, welfare and the environment. Nothing in this ACO/SEP shall constitute a waiver of any statutory or common law right of the Department to require such additional measures should the Department determine that such measures are necessary.
45. This ACO/SEP shall be governed and interpreted under the laws of the State of New Jersey.
46. If any provision of this ACO is found invalid or unenforceable, the remainder of this ACO/SEP shall not be affected thereby and each provision shall be valid and enforced to the fullest extent permitted by law. The Department does, however, retain the right to terminate the remainder of this ACO/SEP if, after such finding, it determines that the remaining ACO/SEP does not serve the purpose for which it was intended.
47. This ACO/SEP represents the entire integrated agreement between the Department and BOROUGH OF MONTVALE on the matters contained herein.
48. The Department reserves the right to unilaterally terminate this ACO/SEP in the event BOROUGH OF MONTVALE violates its terms and to take any additional enforcement action it deems necessary.
49. This ACO/SEP shall terminate upon receipt by BOROUGH OF MONTVALE of written notice from the Department that all the requirements of this ACO have been satisfied.

50. This ACO/SEP shall become effective upon the execution hereof by all parties, subject to completion of any required public participation process.

BOROUGH OF MONTVALE

DATED: _____

BY: _____

NAME: _____

TITLE: _____

By this signature, I certify that I have full authority to execute this document on behalf of BOROUGH OF MONTVALE.

**NEW JERSEY DEPT. OF ENVIRONMENTAL
PROTECTION**

DATED: _____

BY: _____

NAME: _____

TITLE: _____

By this signature, I certify that I have full authority to execute this document on behalf of NJDEP.

APPENDIX A

1. BOROUGH OF MONTVALE shall perform the SEP identified below in the manner specified in this Appendix.
2. The SEP to be performed by BOROUGH OF MONTVALE is complete tank closure at 1 Memorial Blvd, in Montvale, NJ.
3. Funds dedicated for the SEP shall not be used to pay for consultant oversight costs. If BOROUGH OF MONTVALE requires the assistance of a consultant, it shall provide funds directly to the consultant in addition to the funds dedicated to the SEP.
4. The penalty specified in Paragraph 21, above, shall represent civil penalties assessed by DEP and the respondent hereby agrees not to represent otherwise to any taxing authority or other governmental entity.
5. The SEP shall be completed by December 31, 2025.
6. BOROUGH OF MONTVALE shall submit a written final report on the SEP, verifying that the SEP has been completed in accordance with the terms of this Administrative Consent Order, and certified either by a Certified Public Accountant or by a responsible corporate officer or owner. BOROUGH OF MONTVALE shall submit the final report and certification to the Department within seven days from the completion of the SEP.
7. The SEP Completion Report shall contain the following information:
 - (i) A detailed description of the SEP as implemented;
 - (ii) A description of any operating problems encountered and the solutions thereto;
 - (iii) Itemized costs;
 - (iv) Certification that the SEP has been fully implemented pursuant to the provisions of this Administrative Consent Order; and
 - (v) A description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).
8. Unexpected issues related to the successful completion of the SEP must be brought to the attention of the Department. If the SEP has not or cannot be completed as described in the Administrative Consent Order, BOROUGH OF MONTVALE shall notify DEP in writing no later than September 30th. Such notification shall include:
 - a. an alternate SEP proposal, or
 - b. payment of the amount specified in paragraph 21.It is the Department's sole discretion to approve an alternate SEP proposal.
9. BOROUGH OF MONTVALE hereby consents to reasonable access by DEP or its staff to property or documents under the party's control, for verifying progress or completion of the SEP. The Department may demand at any time, and BOROUGH OF MONTVALE shall forthwith provide, any documents relating in any way to the SEP, including but not limited to its implementation, progress, and completion.

10. SEP documents to be submitted to the Department, shall be sent to:
NJDEP: UST Compliance and Enforcement
Attention: Mallory May
Mallory.May@dep.nj.gov

ADMINISTRATIVE HEARING WAIVER

I. Hearing Being Waived:

In the Matter of:

Issuance Date of Original Order

Order Number/Docket Number (if
any)

II. Person Requesting Waiver:

Name/Company

Name of Attorney, if applicable

III. Reason for Waiver:

Please forward this form, completed, signed and dated with all of the information listed
above, to:

IV.

**Bureau of UST Compliance and Enforcement
ATTENTION: Michael Hollis
New Jersey Department of Environmental Protection
9 Ewing Street
P.O. Box 420: Mail Code 09-03
Trenton, New Jersey 08625-0420**

V. Signature: _____

Date: _____

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 180-2025**

RE: Award Professional Service Contract to Applied Earth Solutions, Inc. for Environmental Services at 1 Memorial Drive

WHEREAS, the Borough of Montvale has deemed it necessary to engage the professional environmental services for the closure of one 500-gallon waste oil regulated Underground Storage Tank located at 1 Memorial Drive; 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, Applied Earth Solutions, Inc., with offices located at 1168 State Route 34, Aberdeen, NJ 07747 has submitted a proposal dated February 10, 2025 to provide the environmental site investigation which are detailed and attached to the original of this resolution, and

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

NOW, THEREFORE BE IT RESOLVED by the Borough of Montvale that the proposal for the scope of services shall be awarded to Applied Earth Solutions, Inc. with the cost not to exceed \$11,980.00; and

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

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

Adopted: September 9, 2025

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Timothy E. Lane
Council President



Applied Earth Solutions, Inc.

1168 State Route 34
Aberdeen, NJ 07747
Phone: (732) 548-9050
Fax: (732) 548-9052
Email: mail@aesnj.com

February 10, 2025

Via Email: cgruber@montvaleboro.org

Chris Gruber
Borough of Montvale DPW
1 Memorial Dr., Montvale, NJ 07645

Re: Proposal for Professional Environmental Services - UST Closure
Borough of Montvale DPW
PI # 003175
AES Proposal 25-005

Dear Mr. Gruber:

Applied Earth Solutions, Inc. (AES) is pleased to provide the following cost proposal to perform an environmental site investigation at the above referenced site. We understand that the scope of work would involve the closure of one 500-gallon waste oil regulated Underground Storage Tank (UST). The tank is subject to UST registration & Closure requirements as per N.J.A.C 7:14B. The proposed scope of work and cost estimate is as follows:

SCOPE OF SERVICES

Once retained, AES will prepare and submit to the NJDEP, a UST Closure Notification as well as an LSRP Retention Form. Fairfield Maintenance Inc. will obtain any necessary local permits. AES will provide a NJDEP Licensed Site Remediation professional (LSRP), to oversee the required site investigation. The assessment includes field screening of soils with a calibrated photo ionization detector (PID), digital photographs, and the collection of soil samples for laboratory analysis. All work is conducted in accordance with the Technical Requirements for Site Remediation (N.J.A.C 7:26E).

It is our understanding that the closure involves one 500-gallon UST and associated product piping. Samples are collected every five (5) feet along the centerline of the tank, which will require the collection of two (2) soil samples from below the waste oil UST and one (1) sample for every 15 feet of product piping. The proposal assumes four (4) samples from the piping run. If groundwater is present soil samples will be collected from the excavation sidewalls.

All samples will be collected following current NJDEP requirements. Samples will be submitted to an NJ certified laboratory for Extractable Petroleum Hydrocarbons (EPH). Additional contingent analysis will be required for 25% of samples that had detected EPH concentrations. The contingent samples will be analyzed for volatile organic compounds (VO+15), semi-volatile compounds (SVOC+15), PCB's and Metals.

P25-005



Applied Earth Solutions, Inc.

1168 State Route 34
Aberdeen, NJ 07747
Phone: (732) 548-9050
Fax: (732) 548-9052
Email: mail@aesnj.com

Upon receipt of the laboratory data, AES will prepare and submit the Closure Report/Site Investigation to the NJDEP. The report will include an analytical summary table, site diagram and UST closure documentation as required. AES would also prepare the Case Inventory Document (CID), require forms and prepare the Response Action Outcome (RAO), if applicable. Includes upload and submission of documents to the NJDEP via online Portal. The RAO will close the UST registration. The below cost assumes no release from the USTs.

FEES

Task 1

Project Management/SRRS Forms/LSRP Notice/Registration Update \$ 1,600

Task 2

Site Assessment/Collection of Soil Samples by NJ
Geologist oversight/ sample collection 12 hrs. @ \$ 125 per hr. \$ 1,500

Field Equipment, PID, utility vehicle and sampling supplies
2 days @ \$ 310 per day \$ 620

Laboratory Analysis:

6 soil samples for EPH – Non Frac @ \$ 90 ea. \$ 540

Contingent Samples:

2 soil samples for volatile organic @ \$ 120 ea. \$ 240

2 soil samples for semi-volatile organic @ \$ 250 ea. \$ 500

2 soil samples for PCBs @ \$ 90 ea. \$ 180

2 soil samples for Metals @ \$ 150 ea. \$ 300

Task 3

Preparation of UST Closure /Site Investigation Report/Forms
/CID & RAO - **Assumes no contamination or case number.** \$ 6,500

TOTAL \$ 11,980

NJDEP Review fee is not included and needs to be paid to the DEP directly prior for us to issue a RAO. Copies of certified clean fill, tank/piping disposal document, local permit, must be provided to AES for inclusion in report.

AES proposes to conduct this scope of work for the estimated time & material amount of **\$ 11,980. This proposal assumes no release from the USTs** and that the site investigation activities can be conducted in two days onsite. The NJDEP must be notified as required by law if there is evidence of a release.



Applied Earth Solutions, Inc.

1168 State Route 34
Aberdeen, NJ 07747
Phone: (732) 548-9050
Fax: (732) 548-9052
Email: mail@aesnj.com

Assumes there are no existing case numbers associated with the subject tank and if contamination is confirmed, owner may also be required to comply with Public Notification and other regulations. Cost to be provided if necessary. If additional soil samples are required analysis will be charged according to the above referenced unit prices. The client will be invoiced for the actual number of soil samples collected. In addition, if soil investigation activities extend beyond the estimated time, AES will provide a field geologist to screen the impacted soils and direct remediation at a rate of \$ 125/hour and \$ 310 per day for rental of the PID and utility vehicle. LSRP rate for additional direct oversight would be charged @ \$ 210 per hr.

This proposal is subject to the attached terms and conditions. Invoices are payable upon receipt. This proposal shall remain valid for a period of 60 days. If acceptable, please sign and return one copy of the proposal to our office along with a **retainer in the amount of \$ 3,000**. All invoices must be paid in full prior to the release of the final report.

If you have any questions or comments, please contact me at 732-548-9050 or jkarger@aesnj.com

APPLIED EARTH SOLUTIONS

ACCEPTED BY:

J. Karger

Joachim Karger, LSRP
VICE PRESIDENT

SIGNATURE

NAME (PRINTED)



APPLIED EARTH SOLUTIONS, INC.

268 Lake Avenue, Metuchen, NJ 08840
Mail@aesnj.com • P: (732) 548-9050 • F: (732) 548-9052

2025 RATE SCHEDULE

<u>Title</u>	<u>Rate Per Hour</u>
Expert Witness/Principal	\$250.00
LSRP	\$210.00
Professional Geologist (as required by State law)	\$195.00
Sr. Project Manager	\$150.00
Project Manager	\$140.00
Licensed Treatment System Operator (N-2)	\$130.00
GIS Technician	\$125.00
Subsurface Evaluator/Geologist	\$125.00
Project Environmental Scientist	\$120.00
Environmental Field Sampling Technician	\$115.00
AutoCAD Technician	\$100.00
Data Technician	\$85.00
Administrative Assistant	\$75.00

**All subcontractor fees are charged at cost plus 20% markup*

EQUIPMENT

<u>Equipment</u>	<u>Rate Per Day</u>
Activated Carbon Filter	\$55.00
Air Compressor	\$80.00
Air Sampling Pump	\$40.00
Box Truck	\$225.00
Caustic Handling Pump	\$80.00
CO2 Test Kit	\$25.00
Core Drill	\$55.00
Data Logger	\$140.00
Deep Water Level 100'	\$35.00
Drum Truck	\$30.00
Flame Ionization Detector (Microtip)	\$120.00
Generator	\$60.00
Grundfos 3" Submersible Pump	\$90.00
Hand Auger	\$25.00
Herron Dipper Log	\$100.00
Horiba U51 Water Chemistry Meter	\$105.00
Layflay Discharge Hose 50'	\$35.00
LEL Meter – Multigas Meter	\$65.00
Magnetometer	\$40.00
Metal Locator	\$55.00
Oil-Water Interface Probe (Heron)	\$60.00
pH Meter	\$20.00
Photo Ionization Detector (PID)	\$100.00
Redi-Flo Pump	\$125.00
Road Work Ahead Sign	\$90.00
Scale	\$10.00
Shop Vac	\$25.00
Solinst® Peristaltic Pump	\$50.00
Submersible Whale Pump (12 volt)	\$30.00
Surge Block	\$25.00
Survey Level	\$60.00
Trash Pump 2"	\$100.00
Turbidimeter	\$90.00
Utility Vehicle	\$210.00

MATERIALS

<u>Materials</u>	<u>Unit Cost</u>
55 Gallon Drum	\$70.00 each
Locking Well Plug 2"	\$15.00 each
Locking Well Plug 4"	\$20.00 each
Locking Well Plug 6"	\$25.00 each
Padlock	\$10.00 each
Poly Bailer	\$12.00 each
Polyethylene tubing 1/4"	\$0.30 per foot
Polyethylene tubing 1/2"	\$0.60 per foot
Silicone Tubing	\$6.00 each
Sorbent Socks (1.5")	\$10.00 each
Sorbent Socks (3")	\$12.00 each
Teflon Bailer	\$25.00 each
Watertight manhole 8"	\$120.00 each
Well Replacement Gasket	\$6.50 each

LABORATORY ANALYSIS

<u>Analysis</u>	<u>Unit Cost</u>
VO+15	\$120.00 per sample
BN	\$180.00 per sample
BN+15 w/SIM	\$250.00 per sample
EPH (Frac/Non-frac)	\$90.00 per sample
Encores	\$35.00 per sample
MTBE/BTEX/TBA	\$90.00 per sample
Naphthalene/2-Methylnaphthalene	\$120.00 per sample
PAH	\$150.00 per sample
PCBs	\$90.00 per sample
Percent Moisture	\$3.50 per sample
SPLP	\$175.00 per sample
TAL Metals	\$150.00 per sample
TCLP/Waste Class	\$1,200.00 per sample
Terracores	\$30.00 per sample
TO+15 (Air)	\$330.00 per sample

Turn Around Time (TAT) Multipliers:

One (1) business day = 90%

Two (2) business days = 70%

Three (3) business days = 50%

Four (4) business days = 25%

**Other materials, equipment and expendables not listed will be charged at cost + 20%*



APPLIED EARTH SOLUTIONS, INC.

268 Lake Avenue, Metuchen, NJ 08840
Mail@aesnj.com • P: (732) 548-9050 • F: (732) 548-9052

Business Terms & Conditions

Applied Earth Solutions Inc. (AES) agrees to provide professional services under the following Terms and Conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Applied Earth Solutions Inc. and said Client.

SECTION 1 - SCOPE OF SERVICES:

A description of the services to be provided by AES will be presented and agreed to in written form, whenever possible. In situations where a written contract is not executed or where additional work becomes necessary during the course of the project, AES may provide such services using our standard schedule of hourly rates in effect at the time of services as set forth in Schedule A. attached hereto and made part hereof.

SECTION 2 - STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances by reputable consultants performing comparable services. This standard of care shall be judged as of the time the services rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

SECTION 3 - INVOICES:

I. AES bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of work performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, AES reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of work completed and reimbursable expenses. Clients shall submit any comments or discrepancies, relative to invoices, in writing within fourteen (14) days or account will be considered correct.

II. For professional services billed on an hourly basis, AES reserves the right to invoice all overtime services performed by our employees as set forth in Schedule A. at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

III. Expenses incurred for services, equipment, facilities not furnished by AES are charged to the Client at cost not to exceed 20 percent of the invoice for said work.

IV. Client shall pay AES for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring material specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

SECTION 4 - PAYMENT TERMS:

Unless otherwise agreed, AES invoices are payable 30 days from date of the invoice. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 90 days of the billing date. In the event payment is not made according to the Terms and Conditions herein, I agree to pay for all costs of collection, including but not limited to attorney fees, court cost and collection agency charges.

SECTION 5 - RIGHT OF ENTRY JOBSITE:

I. Client will provide for the right of entry for AES personnel and equipment necessary to complete the work. While AES will take all reasonable precautions to minimize any damage to the property it is understood by the Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

II. Client shall furnish or cause to be furnished to AES all documents and information known to the Client that relate to the identity location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by AES for proper performance of its services. AES shall be entitled to rely on Client provided documents and information in performing the services required under this agreement; however, AES assumes no responsibility or liability for their accuracy or completeness.

III. AES will not direct, supervise, or control the work of Client's contractors or their subcontractors. AES's services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

IV. AES shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of AES or its employees or subcontractors on a site

shall imply that AES controls the operations of others, nor shall this be construed to be an acceptance by AES of any responsibility for jobsite safety.

SECTION 6 - UTILITIES:

I. In the execution of the work, AES will take reasonable precautions to avoid damage or injury to subterranean structures or Utilities. The Client agrees to hold AES harmless and indemnify for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system and or not shown or correctly shown on the plans furnished.

II. AES will contact New Jersey one-call system prior to commencing any activities to the subterranean structure.

SECTION 7 - TERMINATION OR SUSPENSION OF SERVICES:

I. Should Client fail to make payments when due or is otherwise in material breach of this Agreement, AES at their election may suspend services at any time after PROVIDING NOTICE TO THE CLIENT. AES shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension.

II. This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, AES shall be paid for service performed to the termination notice date plus reasonable termination expenses.

III. In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by the Agreement, AES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of AES in completing such analyses, records and reports.

SECTION 8 - SUBCONTRACTORS:

I. AES prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When AES does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to hold AES, its directors,

officers, employees and other agents harmless against any claims, demands, costs or judgments relating in any way to the performance or non-performance of work by another contractor or subcontractor, except claims for personal injury, death, or property damage to the extent caused by the gross negligence or willful misconduct of employees of AES

Accepted By: _____
(PRINT)

Date: _____

(SIGNATURE)

As of 01/01/2024

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	\$3,465,333.55	Bill List Wire 9/9/2025
	<u>357,534.10</u>	Wires/Manual Checks
Current TOTAL	3,822,867.65	
Capital	19,446.34	Bill List Wire 9/9/2025
Escrow	8,542.13	Bill List Wire 9/9/2025
Unemployment Trust	303.30	Bill List Wire 9/9/2025
Housing Trust	14,125.84	Bill List Wire 9/9/2025
General Trust	8,550.00	Bill List Wire 9/9/2025
Dog Trust	7.20	Bill List Wire 9/9/2025
Recreation Trust	3,120.00	Bill List Wire 9/9/2025

*This resolution was adopted by the Mayor and Council of Montvale
at a meeting held on 9/9/25*

Introduced by: _____

Approved: 9/9/25

Seconded by: _____

Michael Ghassali, Mayor

ATTEST:

Frances Scordo, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
September 9, 2025

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Vendor/Transaction</u>	<u>Amount</u>
WIRE		8/26/25	Payroll Account	\$233,052.81
WIRE		8/26/25	Salary Deduction Account	\$124,396.29
WIRE		8/26/25	FSA Account	\$85.00
Total				<u>\$357,534.10</u>

September 4, 2025
03:20 PM

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

Open: N
Rcvd: Y
Bid: Y

Paid: N
Held: Y
State: Y

Void: N
Aprv: N
Other: Y
Exempt: Y

Include Non-Budgeted: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00016	AZCONA AND ASSOCIATES, LLC	25-01115	08/26/25	ALTERNATE PUBLIC DEFENDER	Open	300.00	0.00		
00019	MUNICIPAL CAPITAL CORPORATION	25-00272	02/19/25	COPY MACHINE LEASE	Open	199.00	0.00		B
00025	GOLD VENTURES, LLC	25-01108	08/25/25	ESCROW REFUND (1001/2)	Open	453.75	0.00		
00046	COUNTY OF BERGEN, TREASURER	25-00467	04/01/25	INTERNET SERVICES	Open	450.00	0.00		B
00063	GANN LAW BOOKS	25-01026	08/05/25	NJ ZONING & LAND USE BOOK	Open	397.00	0.00		
00071	VEOLIA (SUEZ)	25-01114	08/26/25	VEOLIA FIRE HYDRANT AUGUST	Open	17,561.80	0.00		
00078	SMOKIN' JOE'S BBQ & CATERING	25-01100	08/21/25	Employee Appreciation Lunch	Open	1,700.00	0.00		
00097	CABLEVISION	25-01111	08/26/25	07873-199375-01-1 OPTIMUM	Open	234.87	0.00		
		25-01149	09/04/25	07873-240495-01-5 OPTIMUM	Open	240.94	0.00		
		25-01150	09/04/25	07873-218840-01-0 OPTIMUM	Open	27.70	0.00		
						503.51			
001001	ALL TRAFFIC SOLUTIONS	25-00559	04/22/25	PD ANNUAL RENEWAL	Open	3,000.00	0.00		
00104	MONTVALE BOARD OF EDUCATION	25-00005	01/07/25	2025 LOCAL SCHOOL TAXES	Open	1,670,316.00	0.00		B
00116	VERIZON	25-01148	09/04/25	651-285-414-0001-73 VERIZON	Open	418.00	0.00		
00118	NJ STATE LEAGUE OF	25-00999	07/28/25	CLASSIFIED AD FOR RFQ	Open	210.00	0.00		
		25-01121	08/26/25	RENEWAL OF NJ MUNICIPALITIES	Open	250.00	0.00		
						460.00			
00125	NORTHWEST BERGEN REGIONAL	25-00077	01/14/25	2025 HEALTH SERVICES	Open	6,974.00	0.00		B
00128	ARROW TREE SERVICE INC.	25-01087	08/18/25	TOWN TREE HIGHLAND ROAD ACCESS	Open	6,235.00	0.00		

September 4, 2025
03:20 PM

Borough of Montvale
Bill List By Vendor Id

Page No: 2

Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date Description					
00135	PASCACK VALLEY MAYORS' ASSOC					
25-01078	08/14/25 PASCACK VALLEY MAYORS' ASSOC	Open	554.24	0.00		
00137	PASCACK VALLEY REGIONAL HS DST					
25-00006	01/07/25 2025 REGIONAL SCHOOL TAXES	Open	1,326,574.59	0.00		B
00139	SCORDO, FRANCES					
25-01142	09/03/25 PETTY CASH FOR AUGUST	Open	289.94	0.00		
00195	Kim, Joseph					
25-01130	09/02/25 Refund Rd Opening Bond 2202/11	Open	7,000.00	0.00		
00215	TOWNSHIP OF RIVER VALE					
25-00004	01/07/25 2025 PASCACK VALLEY DPW	Open	188,410.59	0.00		B
00217	RIVERSIDE COMMUNICATIONS, LLC					
25-00928	07/15/25 PROFESSIONAL SERVICES RENDERED	Open	1,000.00	0.00		
25-01065	08/11/25 PROFESSIONAL SERVICES RENDERED	Open	<u>550.00</u>	0.00		
			1,550.00			
00250	FIRE AND SAFETY SERVICES LTD					
25-00970	07/18/25 M-1 REPAIR	Open	966.21	0.00		
25-00974	07/21/25 REPAIRS M-5	Open	<u>3,673.37</u>	0.00		
			4,639.58			
00326	LANGUAGE LINE SERVICES					
25-01027	08/05/25 INTERPRETING SERVICES	Open	34.00	0.00		
00329	NJ STATE DEPT. OF HEALTH					
25-01029	08/05/25 STATE DOG LICENSE FEE	Open	7.20	0.00		
00338	RICH'S AUTOMOTIVE SPECIALISTS					
25-00806	06/11/25 Repair Fire Chief Truck F150	Open	5,560.57	0.00		
00352	CLYDES ICE & ICE CREAM, INC.					
25-00836	06/17/25 PD TOUCH A TRUCK AUGUST 2025	Open	750.00	0.00		
00375	BOROUGH OF PARK RIDGE					
25-01151	09/04/25 TRI BORO FUEL JULY 2025	Open	5,264.30	0.00		
00400	FAIRFIELD MAINTENANCE, INC.					
24-01812	12/19/24 UST A/B OPERATOR & INSPECTIONS	Open	453.90	0.00		B
00554	BERGEN MUNI.EMPL.BENEFITS FUND					
25-00018	01/07/25 2025 HEALTH BENEFITS	Open	78,527.00	0.00		B
00656	STATE OF NJ DEPT OF LABOR W/F					
25-01146	09/04/25 UNEMPLOYMENT BENEFITS Q1 2025	Open	49.80	0.00		
00730	BOGGIA, BOGGIA, BETESH					
25-00329	03/04/25 2025 LEGAL FEES	Open	1,131.50	0.00		B

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00731	COLLIER'S ENGINEERING & DESIGN								
	25-00202	02/03/25	2025	GENERAL ENGINEERING	Open	7,696.25	0.00		B
00737	NORTHWEST BERGEN CENTRAL								
	25-00104	01/15/25	2025	DISPATCH SERVICE FEE	Open	56,511.00	0.00		B
00891	RIDGEMONT PIZZA & RESTAURANT								
	25-01044	08/05/25		PLANNING BOARD MEETING 8/5/25	Open	93.00	0.00		
	25-01099	08/19/25		Planning Board Meeting 8/19/25	Open	89.00	0.00		
						182.00			
01019	CULHANE, MEGHAN								
	25-01147	09/04/25		AFFORDABLE HOUSING CERTIFICATN	Open	709.00	0.00		
01120	GTBM INC.								
	25-00819	06/13/25		LAPTOP COMPUTERS (4) POLICE	Open	18,314.84	0.00		
01144	METICULOUS CLEANING SERVICES								
	25-01059	08/08/25		CLEANING OF FIRE HOUSE	Open	285.00	0.00		
01210	GOOSETOWN COMMUNICATIONS								
	25-01056	08/07/25		PORTABLE RADIO BATTERY	Open	196.17	0.00		
01223	ELECTRICAL POWER SYSTEMS INC.								
	25-00989	07/24/25		INSPECTION REPORT	Open	281.25	0.00		
01278	MCNERNEY & ASSOCIATES, INC								
	25-00941	07/16/25		PROFESSIONAL SERVICES RENDERED	Open	950.00	0.00		
01464	SURENIAN, EDWARDS, BUZAK & NOLAN								
	25-00949	07/16/25		PROFESSIONAL SERVICES RENDERED	Open	4,566.50	0.00		
	25-00950	07/16/25		PROFESSIONAL SERVICES RENDERED	Open	3,100.10	0.00		
	25-00951	07/16/25		PROFESSIONAL SERVICES RENDERED	Open	2,669.00	0.00		
	25-01023	08/04/25		PROFESSIONAL SERVICES RENDERED	Open	2,618.00	0.00		
	25-01143	09/03/25		PROFESSIONAL SERVICES RENDERED	Open	855.24	0.00		
	25-01144	09/03/25		PROFESSIONAL SERVICES RENDERED	Open	1,030.00	0.00		
						14,838.84			
01515	LAWSOFT INC.								
	25-00565	04/22/25		PD SERVER	Open	3,250.00	0.00		
01680	WEGMANS BUSINESS								
	25-01054	08/06/25		OFFICE SUPPLIES	Open	34.90	0.00		
01767	VERIZON								
	25-01112	08/26/25		555-569-014-0001-55 VERIZON	Open	175.64	0.00		
01828	CGP&H, LLC								
	25-00339	03/04/25		PROFESSIONAL HOUSING REHAB SVC	Open	450.00	0.00		B
01852	REDICARE LLC								
	25-00991	07/25/25		FIRST AID 60 DAY SERVICE	Open	255.00	0.00		

Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date Description					
01854	STALKER RADAR					
25-01119	08/26/25 PD TUNING FORKS	Open	62.00	0.00		
01856	MONTVALE FLORIST					
25-01060	08/08/25 Sympathy Flowers-Lorraine	Open	209.90	0.00		
01882	PRESTIGE BUSINESS PRODUCTS, INC					
25-01031	08/05/25 DB INK CARTRIDGE	Open	102.00	0.00		
01886	MCGEE, HEATHER					
25-01118	08/26/25 REIMB NOTARY EXPENSES	Open	147.63	0.00		
01894	JERSEY MAIL SYSTEMS, LLC					
25-01109	08/25/25 POSTAGE MACHINE SUPPLIES	Open	93.85	0.00		
01915	TGA OF BERGEN COUNTY					
25-01022	08/04/25 SPRING 2025 PROGRAMS	Open	3,120.00	0.00		
01919	DESIGN-N-STITCH					
25-00595	04/29/25 shirts for Economic Committee	Open	419.00	0.00		
01949	AT&T MOBILITY					
25-01139	09/03/25 PD PATROL PHONES	Open	1,312.98	0.00		
01962	AT&T MOBILITY II LLC					
25-01120	08/26/25 PD PATROL PHONE PLAN	Open	186.08	0.00		
01993	GREG TANZER SPRINKLERS					
25-01095	08/19/25 2025 SPRINKLER REPAIRS	Open	3,373.06	0.00		
02011	HUNTINGTON BAILEY, L.L.P.					
25-00409	03/19/25 2025 LEGAL FEES	Open	1,876.00	0.00		B
25-01145	09/03/25 PROFESSIONAL SERVICES RENDERED	Open	<u>1,348.50</u>	0.00		
			3,224.50			
02030	GT MARKETING, LTD					
25-01057	08/07/25 MAILING SERVICES FOR TAX BILLS	Open	2,977.58	0.00		
02045	HYECRAFT LLC					
25-01048	08/06/25 ENGINEERING SERVICES	Open	1,680.63	0.00		
02056	LERCH, VINCI & BLISS, LLP					
24-00400	03/18/24 ANNUAL AUDIT 2024	Open	35,800.00	0.00		B
25-00940	07/15/25 PROFESSIONAL SERVICES RENDERED	Open	<u>600.00</u>	0.00		
			36,400.00			
02141	REGAN, ROBERT T., ESQ.					
25-01085	08/18/25 Professional Services Rendered	Open	6,407.75	0.00		
02144	ALL COUNTY MECHANICAL					
25-01006	07/29/25 HVAC POLICE NOT COOLING	Open	258.00	0.00		

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Borough of Montvale
Bill List By Vendor Id

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02221	SUNSHINE FACE PRODUCTIONS	25-00838	06/17/25	PD TOUCH A TRUCK EVENT	Open	670.00	0.00		
02264	RP TECH SERVICES	25-00966	07/18/25	TABLET UPDATES	Open	270.00	0.00		
		25-01123	08/26/25	Annual Support - Sentinel One	Open	<u>3,118.08</u>	0.00		
						3,388.08			
02270	TAYLOR COMMUNICATIONS, INC	25-00901	07/08/25	Notice Paper & Case Jackets	Open	1,080.44	0.00		
02272	QBE SPECIALTY INSURANCE CO.	25-01024	08/04/25	RETENTION REIMBURSEMENT	Open	2,360.00	0.00		
02314	NJMMA	25-01015	07/31/25	NJMMA MEMBERSHIP DUES 2025	Open	300.00	0.00		
02318	DUNSDON, IAN JAMES	25-01122	08/26/25	REFUND OF TAX OVERPAYMENT	Open	5,016.00	0.00		
02319	KICKIN' NASH LLC	25-01128	09/02/25	DAY AT THE FARM BAND DEPOSIT	Open	500.00	0.00		
02559	INS.DESIGN ADMINSTRATORS	25-00041	01/09/25	2025 VISION BENEFITS	Open	285.00	0.00		B
02679	EDMUNDS GOVTECH	25-01046	08/06/25	PRINTING OF TAX BILLS	Open	924.81	0.00		
02757	TYCO ANIMAL CONTROL SERVICES	25-00235	02/11/25	2025 GEESE CONTROL SERVICES	Open	400.00	0.00		B
		25-00236	02/11/25	2025 ANIMAL CONTROL SERVICES	Open	<u>1,005.00</u>	0.00		B
						1,405.00			
02987	DATA NETWORK SOLUTIONS	25-00110	01/16/25	2025 BORO PHONES	Open	1,142.41	0.00		B
03085	DYNAMIC ENGINEERING CONSULTANT	25-00059	01/13/25	LAND DEVELOPMENT CONSULTING	Open	1,610.00	0.00		B
03623	BORGATA HOTEL CASINO AND SPA	25-00888	07/02/25	NJ LEAGUE CONFERENCE	Open	6,623.00	0.00		
03659	STATE OF NJ DEPT.OF LABOR & WF	25-01117	08/26/25	CATASTROPHIC ILLNESS FUND	Open	253.50	0.00		
Total Purchase Orders:		90	Total P.O. Line Items:		0	Total List Amount:	3,519,428.36	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 2024	4-01	39,371.98	0.00	39,371.98	0.00	0.00	39,371.98
✓ CURRENT FUND 2024	5-01	3,425,961.57	0.00	3,425,961.57	0.00	0.00	3,425,961.57
✓ CAPITAL FUND	C-04	19,446.34	0.00	19,446.34	0.00	0.00	19,446.34
✓ BOA ESCROW ACCOUN	E-08	8,542.13	0.00	8,542.13	0.00	0.00	8,542.13
OTHER TRUST ACCOU	T-03	22,675.84	0.00	22,675.84	0.00	0.00	22,675.84
✓ DOG TRUST ACCOUNT	T-12	7.20	0.00	7.20	0.00	0.00	7.20
✓ UNEMPLOYMENT TRUS	T-13	303.30	0.00	303.30	0.00	0.00	303.30
✓ RECREATION TRUST	T-19	3,120.00	0.00	3,120.00	0.00	0.00	3,120.00
Year Total:		26,106.34	0.00	26,106.34	0.00	0.00	26,106.34
Total Of All Funds:		3,519,428.36	0.00	3,519,428.36	0.00	0.00	3,519,428.36