

**AGENDA
PUBLIC MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
May 8, 2025
Meeting to Commence 7:30PM**

ROLL CALL:

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

MAYOR for A DAY – Aidan Barry

ORDINANCES:

INTRODUCTION OF ORDINANCE NO. 2025-1572 AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 258 OF THE BOROUGH CODE TO REVISE CERTAIN PROVISIONS RELATED TO MASSAGE ESTABLISHMENTS
(public hearing 5-27-25)

MEETING OPEN TO PUBLIC:

Agenda Items Only

MEETING CLOSED TO PUBLIC:

Agenda Items Only

MINUTES:

None

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.

118-2025 Renew Tri-Borough Fuel Depot Agreement

119-2025 A Resolution of the Borough of Montvale Authorizing the Execution of an Agreement with the Pascack Valley Regional High School District Board of Education Concerning the Hiring and Placement of Special Police Officer IIIs at Pascack Hills High School For the 2025-2026 School Year

120-2025 Authorize Tax Court Settlement for Grand Prix Montvale, LLC – Block 2904; Lot 2

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 May 27, 2025 at 7:30pm

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

**BOROUGH OF MONTVALE
ORDINANCE NO. 2025-1572**

NOTICE IS HEREBY GIVEN that the following Ordinance was introduced and passed on the first reading at the regular meeting of the Mayor and Council on May 8, 2025 and that said Ordinance will be taken up for further consideration for final passage at a regular meeting of the Mayor and Council to be held on May 27, 2025 at 7:30pm or as soon thereafter as said matter can be reached, at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning same.

Frances Scordo, Municipal Clerk
Borough of Montvale

**AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING
CHAPTER 258 OF THE BOROUGH CODE TO REVISE CERTAIN PROVISIONS RELATED
TO MASSAGE ESTABLISHMENTS**

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

Section 1. Chapter 258, "Massage and Somatic Therapies Establishments," is hereby amended and supplemented by adding the underlined text and deleting the bracketed text, as follows:

§ 258-5 Application requirements.

- A. Application for a business permit for massage and bodywork therapy establishment. Any person, firm, corporation, organization or other entity applying for a massage and bodywork therapy establishment business permit shall submit the required application, which shall include the following information:

(5) A complete list of the name(s) and address(es) of all massage and bodywork therapists, along with a copy of each therapist's certificate and/or license issued by the State of New Jersey pursuant to the Act and all relevant regulations. It shall be an ongoing responsibility of each licensed therapist to notify the Borough, in writing, of any change in name, address or telephone number, prior to any employee starting work. This list shall also be made available during all inspections. Additionally, two front-faced portrait photographs of the individual, at least two inches by two inches in size, taken within 30 days of the date of the application, shall be submitted with the application.

§ 258-10 Operating requirements.

- A. Every portion of the massage and bodywork therapy establishment, including all appliances and apparatus, shall be kept clean and operated in a sanitary condition. All massage tables, bathrooms, bathtubs, shower stalls, steam or bath areas and floors shall have surfaces which may be readily disinfected, and shall be maintained in a sanitary condition and regularly cleaned and disinfected by a method approved by the Health Department. Each massage, bodywork and somatic therapy area/room shall be equipped with a handwashing sink and an adequate area within each room for clients to store personal items.

W. All main entrance doors to massage and bodywork therapy establishments are not permitted to be locked or hasped during the establishments' hours of operation. The "buzzing in" of clientele into a lobby area is prohibited.

X. No employee of any massage, bodywork, or somatic therapy establishment shall possess any personal lubricant, condoms or sexual aids/toys, while working in the establishment, nor will any of said items be permitted inside of any massage, bodywork, or somatic therapy establishment.

Y. If decals are placed on exterior windows they must be at least 50% transparent and only placed on the top half of the window.

§ 258-14 Violations and penalties; suspension or revocation of permit.

A. Unless otherwise provided by law, any person or establishment owner violating any of the provisions of this chapter shall, upon determination of the Health Officer, the Borough Police Department, Construction Official, the Code Enforcement Officer, and/or the Fire Marshal be subject to suspension or revocation of a Borough-issued business permit pursuant to the provisions of this chapter. In addition to suspension or revocation of the business permit, any person/establishment owner violating any of the provisions of this chapter shall be subject to penalties or fines set forth in Chapter 1, Article I, "General Penalty," of this Code. [at the discretion of the Municipal Court.]

Section 2. Repeal of Inconsistent Ordinances.

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

Section 3. Savings Clause.

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

Section 4. Severability.

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

Section 5. Effective Date.

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

MICHAEL GHASSALI
Mayor

ATTEST:
FRANCES SCORDO
Municipal Clerk

INTRODUCTION: 5-08-25

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

ADOPTED: 5-27-25

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

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 118-2025**

RE: RENEW TRI-BOROUGH FUEL DEPOT AGREEMENT

WHEREAS, the Boroughs of Park Ridge, Montvale and Woodcliff Lake currently has an agreement for use of the Tri-Borough Fuel Depot which has expired; and

WHEREAS, the Boroughs of Park Ridge, Montvale and Woodcliff Lake wish to renew the 2011 Agreement for the Tri-Borough Fuel Depot; copy attached to the original of this Resolution for a five-year period of time commencing January 1, 2025 and expiring on December 31, 2029; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that it hereby authorizes the renewal of the Tri-Borough Fuel Depot Agreement, for a five-year period commencing January 1, 2025 with the terms as attached.

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

Adopted: May 8, 2025

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

AGREEMENT

THIS AGREEMENT made on _____ of 2025 by and between the Borough of Park Ridge, a body politic and corporate of the State of New Jersey, located at 55 Park Avenue, Park Ridge, New Jersey 07656, hereinafter referred to as "Park Ridge", the Borough of Montvale, a body politic and corporate of the State of New Jersey, located at 12 DePerio Drive, Montvale, New Jersey, hereinafter referred to as "Montvale" and the Borough of Woodcliff Lake, a body politic and corporate of the State of New Jersey, located at 188 Pascack Road, Woodcliff, New Jersey, hereinafter referred to as "Woodcliff Lake".

WITNESSETH

WHEREAS, the Boroughs of Park Ridge, Montvale and Woodcliff Lake have heretofore and presently and separately undertaken the purchase, storage and dispensing of gasoline and diesel fuel in their respective communities and

WHEREAS, regulations adopted by the Federal Environmental Protection Agency and the New Jersey Department of Environmental Protection require an upgrading of the underground storage tank facilities within the Boroughs of Park Ridge, Montvale and Wood cliff Lake; and

WHEREAS, the respective communities have investigated the impact of the above described regulations upon the continuance of the separate provision of fuel storage and dispensing activities within their communities; and

WHEREAS, the parties previously entered into a prior agreement in 1991 to create the sharing of fuel depot facilities and usage, and in 2006 for the Tri-Borough Fuel Depot Agreement; and

WHEREAS, as a result of the efforts of the Boroughs of Park Ridge, Montvale and Woodcliff Lake a report entitled "The Tri-Boro Analysis: Underground Storage Tank Alternatives" was prepared, which addresses the regulations as aforesaid and the best alternative solutions to the problems; and

WHEREAS, each of the governing bodies has reviewed the alternatives and has authorized an agreement between the three Boroughs under the terms and conditions as contained within this Agreement; and

WHEREAS, this Agreement shall contain the respective obligations of the Boroughs in regard to the centralization of the location of underground storage tanks, within the Borough of Park Ridge and the obligations of the parties as set forth herein.

NOW, THEREFORE, the parties, based upon the mutual premises and conditions as contained herein, hereby agree as follows:

1. The Boroughs of Park Ridge, Montvale and Woodcliff Lake hereby accept the prior establishment of a single centralized underground petroleum product storage facility for the benefit of the three Boroughs and each has complied with the prior agreement.

2. The centralized system shall be located in the Borough of Park Ridge on property owned by Park Ridge on Sulak Lane, near the Utility Department garage.

3. The petroleum products that shall continue to be stored at such a location in the underground storage tanks and shall include a provision for unleaded gasoline and diesel fuel. The Boroughs of Park Ridge and Montvale shall have access to the gasoline tanks and diesel tanks, while the Borough of Woodcliff Lake shall have access only to the gasoline tanks, all in accordance with this Agreement.

4. The access to the storage tanks shall be available to all authorized governmental vehicles and equipment's as shall be determined by the respective municipalities, as well as by the Fire Department of each municipality, the municipal Boards of Education, Pascack Hills High School

and the Tri-Borough Ambulance Corp. Montvale and Woodcliff Lake shall deliver to Park Ridge a list of all vehicles to be serviced, including vehicle descriptions and license plate numbers. Each of these municipalities shall provide a list of personnel authorized to operate these vehicles and have them fill the vehicles at the site.

5. In order to avoid congestion, the Borough of Park Ridge shall establish a schedule in conjunction with the Boroughs of Montvale and Woodcliff Lake for use of the tanks by non-emergency municipal vehicles and advise each municipality of the schedule. All municipal emergency vehicles, however, shall be allowed to utilize the pumps at any time if required to attend any emergency situation.

6. All of the costs of the installation of the system and thereafter in its maintenance, repairs and upgrades, additional fuel keys requested by each municipality as well as any incidental expenses, payments on account of insurance premiums and other needs as determined by the Borough of Park Ridge and its officials, to be set forth further in this Agreement, shall be borne equally (one third each) by the municipalities.

All administrative expenses incurred by the Borough of Park Ridge for the operation, maintenance, repair and upgrades of the facility shall be considered an expense to be shared by all municipalities in accordance with this Agreement. The administrative charge will be assessed as determined on a per gallon basis using actual figures based on usage of the previous calendar year. This administrative charge per gallon will be calculated on a yearly basis by the Borough of Park Ridge and provided to Montvale and Woodcliff Lake no later than February 15th of that calendar year..

7. Any fuel purchase amounts due under this Agreement shall be payable within thirty days of receipt by the respective municipalities of an invoice for monies due under this Agreement. The fuel to be obtained by the Borough of Park Ridge for utilization by the three Boroughs shall be obtained in accordance with the provisions of the Local Public Contracts Law; namely, N.J.S.A. 40A:11-1 et seg. 9. The boroughs have purchased fuel in the past under the county cooperative purchasing program. If, however, the boroughs decide to bid themselves, the associated costs of bidding incurred by the Borough of Park Ridge to obtain the fuel supplies, shall be borne equally by the parties or in accordance with the percentage as set forth in this Agreement.

8. *All* of the municipalities agree to share the cost of all necessary environmental insurance policies insuring the Boroughs, particularly the Borough of Park Ridge's water supply and any water supplies of the Hackensack Water Company, from any damage arising from the operation, installation or use of the storage tanks covered by this Agreement.

9. The three Boroughs shall be jointly responsible for complying with the applicable provisions of the Environmental Clean-up Responsibility Act, N.J.S.A. 13: 1 K-6. All required governmental approvals, including the issuance of permits required by the Bureau of Underground Storage Tanks, shall be acquired by Park Ridge, the costs of these permits to be divided equally by the municipalities.

10. This equipment shall remain in full force and effect until December 2029 (with the following stipulation:

- a. That in the event anyone municipality wishes to withdraw they can only do so by giving written notice ninety days prior to the end of this agreement.
- b. This agreement can be otherwise terminated by mutual consent of all the parties pursuant to the terms and conditions set forth in this agreement.

This agreement must be reviewed by the Governing Bodies of the three municipalities by September 30th of the fifth year of this agreement. If no changes are recommended, the agreement will be renewed for an additional period of five (5) years upon approval of each municipality.

11. INDEMNIFICATION.

(a) The Boroughs of Montvale and Woodcliff Lake shall indemnify, defend and hold harmless the Borough of Park Ridge and all of its departments, directors, officers, employees and representatives against all costs, claims, damages, demands, liens, losses, actions or liabilities of any kind which may be asserted against them including, without limitation, reasonable attorneys' fees, statutory or administrative fines or penalties and litigation costs to the extent such arise out of or are in connection with, directly or indirectly, this Agreement as to the storage and distribution of fuel, whether or not negligence on the part of Park Ridge or its employees, officials, agents or representatives contributed thereto.

(b) The Boroughs of Montvale and Woodcliff Lake agree that Park Ridge shall have no liability to the Borough of Montvale and Woodcliff Lake for damages, whether arising under theories of contract, tort, or warranty. The Boroughs of Montvale and Woodcliff Lake further agree that the Borough of Park Ridge, its officers, managers, affiliates, representatives, subcontractors and employees will not be liable for any indirect, special, incidental or consequential damages, even if the Borough of Park Ridge has been advised of the possibility of such damages.

12. TERM. The term of this Agreement shall be for five (5) years commencing on _____, 2025 ("Effective Date") and continuing through _____, 2029, unless

terminated sooner as provided in this Agreement.

13. TERMINATION. Notwithstanding any other term in this Shared Service Agreement, the Borough of Park Ridge and the Boroughs of Montvale and Woodcliff Lake retain the right to terminate this Agreement at any time and for any reason, including convenience by providing sixty (60) days' notice to the other party.

14. DISPUTE RESOLUTION. In the event of a dispute, whether technical or otherwise, a Party must request Non-Binding Mediation and the other party must participate in the mediation prior to and as a condition precedent to the commencement of any litigation in a court of law. The costs of such Non-Binding Mediation shall be shared equally between the Municipalities. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each Party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one Party determines in its sole discretion that its interests are not being served by the mediation. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision. Upon the conclusion of Mediation, either Party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.

15. NOTICES. All notices and other communications required or permitted to be given to or served upon the Municipalities shall be in writing. Any such notices or communications shall be sufficiently given or served if delivered in person or sent by

certified or registered mail to the following:

If to the Borough of Montvale:

Frances Scordo, Borough Clerk

Borough of Montvale

12 DePiero Drive

Montvale, N.J. 07645

If to the Borough of Woodcliff Lake:

Deborah Dakin, Borough Clerk

Borough of Woodcliff Lake

188 Pascack Road

Woodcliff Lake, N.J. 07677

If to the Borough of Park Ridge:

Magdalena Giandomenico, Boro Clerk

Borough of Park Ridge

55 Park Avenue

Park Ridge, N.J. 07656

16. MISCELLANEOUS.

(a) Authorization. The Parties have the power and authority to enter into this Agreement. The execution and delivery of this Agreement is valid and binding upon the Parties, with both attesting to the genuineness of all resolutions executed in connection herewith.

(b) Non-Assignment. Neither Party may assign this Agreement or any rights hereunder without the prior written consent of the other Party.

(c) Force Majeure. Neither Party shall be liable for any failure or delay in the

performance of its obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party including, without limitation, fire, flood, earthquake, hurricane, tornado, Acts of God, epidemics, riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns or acts of public authority.

(d) Non-Waiver. The failure of a Party to insist on strict performance of any term of this Agreement, or to exercises any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy.

(e) Counterparts and Electronic Delivery and Signatures. This Agreement and any amendments or addenda hereto, or any other documents necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement ("Agreement Documents"), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accord with the Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1 et. seq., and any associated regulations. Any Agreement Document accepted executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed. All

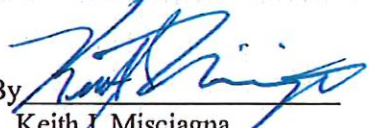
Parties hereby consent to the use of any third-party electronic signature capture service providers as may be chosen by the Borough of Park Ridge.

17This instrument sets forth the entire Agreement of the parties and supersedes any prior oral or written agreements and any contemporaneous oral agreements by and between the Boroughs, their elected officials or employees concerning the subject matter hereof. This Agreement may not be modified or amended except by a written instrument properly authorized by the governing body of the respective municipalities.

ATTEST:

Magdalena Giandomenico
Borough Administrator/Clerk

THE BOROUGH OF PARK RIDGE

By 

Keith J. Misciagna
Mayor, Borough of Park Ridge

ATTEST:

Frances Scordo
Borough Clerk

THE BOROUGH OF MONTVALE

By _____
Mike Ghassali
Mayor, Borough of Park Ridge

ATTEST:

Deborah Dakin
Borough Clerk

THE BOROUGH OF WOODCLIFF LAKE

By _____
Carlos Rendo
Mayor, Borough of Woodcliff Lake

Yearly Administrative and Maintenance Costs (Per Gallon)		
Item	Description of Calculation	Yearly Cost
Billing	2023 Billing Totals	\$ 3,660.73
Electric for Pumping	Utilities Account 637-0 Meter 6754	\$ 361.00
Lighting	87.36 per month for 1000 watts dusk to dawn	\$ 1,048.32
Pump Area	2023 Pump Maintenance	\$ 477.39
State Fees	NJDEP State Fees	\$ 100.00
Tank Testing	Annual UST Compliance Testing	\$ 3,995.00
Maintenance	Syn-Tech Maintenance Agreement	\$ 2,650.00
Total Yearly Cost		\$ 12,292.44
Total Gallons Purchased - 2023		103,015.10
Cost Per Gallon (Per Municipality)		\$ 0.11933

2023 Billing Breakdown				
P. Longo	.5 hr monthly for downloading data	.5	85.5736	42.7868
E. Magglo	4 hrs monthly for billing	4	49.0659	196.2636
S. Germinario	1 hr monthly for downloading / programming	1	28.3643	28.3643
J. Salles	1 hr monthly for downloading / programming	1	37.6462	37.6462
Monthly Cost				305.06
Yearly Cost				3,660.73

2023 Pump Area Maintenance				
C. Corcoran	.5 hrs monthly maintenance	0.5	36.0563	18.02815
C. Wheeler	.5 hrs monthly maintenance	0.5	43.5082	21.7541
Monthly Cost				39.78
Yearly Cost				477.39

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 119-2025**

RE: A Resolution of the Borough of Montvale Authorizing the Execution of an Agreement with the Pascack Valley Regional High School District Board of Education Concerning the Hiring and Placement of Special Police Officer IIIs at Pascack Hills High School For the 2025-2026 School Year

WHEREAS, the State of New Jersey has created a new class of Special Police Officers known as Special Police Officer III (SLEOIII) specifically and solely for the purpose of school security as outlined in NJSA 40A:14-146.10, 40A:14-146.11, 40A:14-146.14, and 40A:14-146.16; and **WHEREAS**, the Borough of Montvale (the "Borough") and the Pascack Valley Regional School District (the "District") Board of Education (the "Board") agree that having security personnel that are police officers and specifically trained for school security is a best practice for the safety and security of the students and staff at Pascack Hills High School; and **WHEREAS**, the Borough and the Board agree that school security is of the utmost importance to create a safe learning environment for students; and **WHEREAS**, the Borough and the Board desire to enter into an agreement concerning the hiring by the Borough and placement of SLEO IIIs in Pascack Hills High School; and **WHEREAS**, the Borough and the Board have negotiated an agreement concerning same that is acceptable to the Chief of Police, a copy of which is on file with the Municipal Clerk. **NOW, THEREFORE, BE IT RESOLVED** that the agreement entitled "AGREEMENT CONCERNING THE HIRING AND PLACEMENT OF SPECIAL POLICE OFFICER IIIS IN PASCACK HILLS HIGH SCHOOL BY AND BETWEEN THE BOROUGH OF MONTVALE AND PASCACK VALLEY REGIONAL SCHOOL DISTRICT" FOR THE YEAR 2026-2026 is hereby approved, and the Mayor and Borough Clerk are hereby authorized to execute same in substantially the form negotiated, subject to approval as to form by the Borough Attorney; and **BE IT FURTHER RESOLVED** that the Mayor, Borough Clerk, and all other appropriate officials are hereby authorized and empowered to take all steps necessary and appropriate to effectuate the purposes of this Resolution.

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

Adopted: May 8, 2025

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 120-2025**

RE: Authorize Tax Court Settlement for Grand Prix Montvale, LLC – Block 2904; Lot 2

WHEREAS, a property tax appeal had been filed against the Borough of Montvale by Grand Prix Montvale, LLC (hereinafter the "Tax Appeal"), under Docket Numbers 006461-2021, 004303-2022, 003275-2023, 004081-2024 and 003546-2025; and,

WHEREAS, the aforesaid Tax Appeal involves a hotel property located at 100 Chestnut Ridge Road, and is otherwise referred to as Block 2904 Lot 2 on the tax assessment map of the Borough (hereinafter the "subject property"); and,

WHEREAS, the said Governing Body has been advised as to the merits of the subject Tax Appeal by 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, the provisions of N.J.S.A. 54:51A-8 (the "Freeze Act") shall not apply to the terms of this settlement; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, that the aforesaid Tax Appeal settlement 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:

2021 Appeal: \$18,000,000

2022 Appeal: \$19,000,000

2023 Appeal: Withdraw

2024 Appeal: Withdraw

2025 Appeal: Withdraw

B. The provisions of N.J.S.A. 54:51A-8 (the "Freeze Act") shall not apply to the terms of this settlement.

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

Adopted: May 8, 2025

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

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	\$5,019,236.92	Bill List Wire 5/8/2025
	<u>338,242.76</u>	Wires/Manual Checks
Current TOTAL	5,357,479.68	
Capital	23,133.01	Bill List Wire 5/8/2025
Escrow	27,687.15	Bill List Wire 5/8/2025
Housing Trust	6,178.60	Bill List Wire 5/8/2025
General Trust	9,866.74	Bill List Wire 5/8/2025
Dog Trust	840.21	Bill List Wire 5/8/2025
Recreation Trust	1,344.00	Bill List Wire 5/8/2025
Open Space Trust	936.00	Bill List Wire 5/8/2025

*This resolution was adopted by the Mayor and Council of Montvale
at a meeting held on 5/8/25*

Introduced by: _____

Approved: 5/8/25

Seconded by: _____

Michael Ghassali, Mayor

ATTEST:

Frances Scordo, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
May 8, 2025

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Vendor/Transaction</u>	<u>Amount</u>
WIRE		4/28/25	Payroll Account	\$215,537.31
WIRE		4/28/25	Salary Deduction Account	\$117,370.45
WIRE		4/28/25	FSA Account	\$85.00
6522	25-00610	5/1/25	Borough of Montvale	\$5,250.00
Total				<u><u>\$338,242.76</u></u>

May 6, 2025
11:13 AM

Borough of Montvale
Bill List By Vendor Id

Page No: 1

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

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00019	MUNICIPAL CAPITAL CORPORATION								
	25-00105	01/15/25	WIDE FORMAT COPY MACHINE LEASE	Open	444.00	0.00			B
	25-00273	02/19/25	COPY MACHINE LEASE BOROUGH	Open	369.00	0.00			B
					813.00				
00043	NORTH JERSEY MEDIA GROUP								
	25-00529	04/15/25	NORTH JERSEY MEDIA MARCH	Open	1,343.59	0.00			
00046	COUNTY OF BERGEN, TREASURER								
	25-00093	01/14/25	2025 COUNTY TAXES	Open	1,537,147.00	0.00			B
	25-00467	04/01/25	INTERNET SERVICES	Open	150.00	0.00			B
					1,537,297.00				
00071	VEOLIA (SUEZ)								
	25-00581	04/24/25	1000382541222 VEOLIA APRIL	Open	17,561.00	0.00			
00097	CABLEVISION								
	25-00623	05/05/25	07873-240495-01-5 OPTIMUM	Open	240.94	0.00			
	25-00624	05/05/25	07873-218840-01-0 OPTIMUM	Open	27.20	0.00			
					268.14				
00104	MONTVALE BOARD OF EDUCATION								
	25-00005	01/07/25	2025 LOCAL SCHOOL TAXES	Open	1,560,972.00	0.00			B
00112	MONTVALE SENIOR CLUB								
	25-00530	04/15/25	SPRING LUNCHEON 2025	Open	1,755.48	0.00			
00116	VERIZON								
	25-00615	05/01/25	651-285-414-0001-73 VERIZON	Open	414.31	0.00			
00125	NORTHWEST BERGEN REGIONAL								
	25-00077	01/14/25	2025 HEALTH SERVICES	Open	6,974.00	0.00			B
00137	PASCACK VALLEY REGIONAL HS DST								
	25-00006	01/07/25	2025 REGIONAL SCHOOL TAXES	Open	1,320,784.67	0.00			B
00183	LINCOLN NAT'L LIFE INS CO								
	24-01746	12/06/24	Fire Dept 2024 LOSAP	Open	30,723.00	0.00			
00215	TOWNSHIP OF RIVER VALE								
	25-00004	01/07/25	2025 PASCACK VALLEY DPW	Open	188,410.59	0.00			B
00223	STANDARD & POOR'S FINANCIAL								
	25-00500	04/09/25	ANALYTICAL SERVICES RENDERED	Open	23,000.00	0.00			
00258	ROCKLAND ELECTRIC COMPANY								
	25-00626	05/05/25	ROCKLAND ELECTRIC APRIL 2025	Open	30,907.69	0.00			

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00310	BERGEN COUNTY PROSECUTORS								
	25-00560	04/22/25	PD MARS MAINT FEE FOR 2025	Open	8,000.00	0.00			
00375	BOROUGH OF PARK RIDGE								
	25-00129	01/21/25	2025 PISTOL RANGE FEE	Open	8,500.00	0.00			
	25-00504	04/09/25	TRI BORO RADIO EXPENSES	Open	<u>5,868.05</u>	0.00			
					14,368.05				
00400	FAIRFIELD MAINTENANCE, INC.								
	24-01812	12/19/24	UST A/B OPERATOR & INSPECTIONS	Open	453.90	0.00			B
00471	ASSOC.OF NJ ENVIRONMENTAL COMM								
	25-00524	04/14/25	2025 ANJEC MEMBERSHIP	Open	650.00	0.00			
00554	BERGEN MUNI.EMPL.BENEFITS FUND								
	25-00018	01/07/25	2025 HEALTH BENEFITS	Open	86,331.00	0.00			B
00699	ATLANTIC TOMORROWS OFFICE								
	25-00499	04/08/25	2025 MAINTENANCE CONTRACT	Open	904.14	0.00			B
00731	COLLIER'S ENGINEERING & DESIGN								
	24-00700	05/21/24	2024 BERGEN COUNTY MUNICIPAL	Open	285.00	0.00			B
	24-01365	09/25/24	MEMORIAL DRIVE MAL SYNTHETIC	Open	14,423.75	0.00			B
	25-00165	01/27/25	2025 BOROUGH PLANNER	Open	676.25	0.00			B
	25-00473	04/02/25	MUNICIPAL ENGINEERING REVIEW	Open	570.00	0.00			
	25-00521	04/14/25	2024 BERGEN COUNTY MUNICIPAL	Open	1,487.50	0.00			
	25-00586	04/25/25	PROFESSIONAL SERVICES RENDERED	Open	<u>459.12</u>	0.00			
					17,901.62				
00801	WESTPHAL WASTE SERVICES, INC.								
	25-00201	02/03/25	2025 GARBAGE COLLECTION	Open	81,515.91	0.00			B
00812	NJ STATE ASSOCIATION OF								
	25-00535	04/16/25	CHIEFS ANNUAL TRAINING CONFERE	Open	745.00	0.00			
00869	DRAEGER SAFETY DIAGNOSTICS, INC								
	25-00256	02/14/25	PD DWI ALCOTEST CALIBRATION	Open	229.25	0.00			
00917	PARK AVE LANDSCAPE & MASON								
	25-00458	03/31/25	TOP SOIL MAJOR FIELD - FIELD 1	Open	736.00	0.00			
00999	AMAZON.COM SERVICES, INC.								
	25-00548	04/18/25	OFFICE SUPPLIES	Open	272.75	0.00			
01020	WORLD INSURANCE ASSOCIATES, LLC								
	25-00506	04/09/25	ACCIDENT & HLTH INS SUMM CAMP	Open	1,466.00	0.00			
01102	POWER DMS, INC.								
	25-00558	04/22/25	PD ANNUAL SUBSCRIPTIONS	Open	8,612.57	0.00			
01120	GTBM INC.								
	25-00562	04/22/25	PD INFO COP LICENSE	Open	3,150.00	0.00			

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01227	PIAZZA & ASSOCIATES, INC.	25-00161	01/27/25	2025 AFFORDALE HOUSING SVCS	Open	400.00	0.00		B
01367	VLADICK, MATTHEW	25-00570	04/22/25	REIMB CLTHG & SUPPLIES	Open	186.79	0.00		
01471	RICCIARDELLA ELECTRIC INC.	25-00510	04/10/25	LIBRARY OUTLETS	Open	175.00	0.00		
		25-00511	04/10/25	REPAIR LIGHTS LATRENTA	Open	442.00	0.00		
		25-00520	04/14/25	BROKEN UNDERGROUND PIPE	Open	382.00	0.00		
						999.00			
01542	WICKERSHEIM & SONS	25-00528	04/15/25	INSPECT LATRENTA FLOOD	Open	825.00	0.00		
01643	LORANGER, LISA	25-00599	04/29/25	MAILCHIMP REIMBURSEMENT	Open	110.00	0.00		
01724	MOTOROLA SOLUTIONS INC.	25-00255	02/14/25	Portable Radio-Fire Prevention	Open	9,866.74	0.00		
		25-00257	02/14/25	Police Dept -Mobile Radio	Open	8,250.14	0.00		
						18,116.88			
01748	WERBA, JOSEPH	25-00568	04/22/25	REIMB CLOTHING & LEGO SET	Open	732.06	0.00		
01760	UNITED PARCEL SERVICE	25-00512	04/10/25	F047X6 UPS MARCH 2025	Open	260.73	0.00		
01767	VERIZON	25-00598	04/29/25	555-569-014-0001-55 VERIZON	Open	170.64	0.00		
01890	GREATAMERICA FINANCIAL SRVCS.	25-00106	01/15/25	POSTAGE MACHINE LEASE	Open	289.00	0.00		B
01932	4IMPRINT, INC.	25-00513	04/11/25	TIDY PET BAG DISPENSERS	Open	840.21	0.00		
01949	AT&T MOBILITY	25-00507	04/09/25	PD PATROL PHONES	Open	1,312.98	0.00		
01962	AT&T MOBILITY II LLC	25-00564	04/22/25	PD PATROL PHONE PLAN	Open	182.20	0.00		
02004	MORAN, GLENN	25-00538	04/16/25	REIMB ESPOS TRAINING	Open	295.00	0.00		
02047	WYNOHRADNYK, DANIEL	25-00566	04/22/25	REIMB CLOTHING ALLOWANCE	Open	125.68	0.00		
02056	LERCH, VINCI & BLISS, LLP	25-00544	04/16/25	2025 BUDGET PREP	Open	3,570.00	0.00		

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02255	THE ANTENNA FARM	25-00173	01/28/25	EQUIPMENT CELL TOWERS	Open	2,193.56	0.00		
02264	RP TECH SERVICES	25-00425	03/24/25	COMPUTER MAINTENANCE/LICENSING	Open	1,350.28	0.00		B
		25-00503	04/09/25	TECH SUPPORT - LA TRENTA FIELD	Open	450.00	0.00		
		25-00553	04/21/25	COMPUTER MAINTENANCE	Open	458.00	0.00		
		25-00576	04/23/25	COMPUTER MAINTENANCE	Open	<u>495.00</u>	0.00		
						2,753.28			
02269	TRIUS, INC.	25-00460	04/01/25	EQUIPMENT DPW - GUTTER BROOMS	Open	2,000.00	0.00		
02276	BOY SCOUTS OF AMERICA TROOP334	25-00593	04/28/25	DONATION EAGLE SCOUT PROJECT	Open	200.00	0.00		
02277	AMERICAN DREAM	25-00618	05/02/25	DEPOSIT FOR WATERPARK- 7/11	Open	1,344.00	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>945.00</u>	0.00		B
						1,345.00			
02987	DATA NETWORK SOLUTIONS	25-00110	01/16/25	2025 BORO PHONES	Open	1,103.08	0.00		B
03085	DYNAMIC ENGINEERING CONSULTANT	25-00059	01/13/25	LAND DEVELOPMENT CONSULTING	Open	5,778.60	0.00		B
03087	AR LANDMARK MONTVALE, LLC	25-00617	05/01/25	Perf Bond Release-AR Landmark	Open	22,207.00	0.00		
03091	JSM CONSTRUCTION DEVELOPMENT	25-00604	04/30/25	REFUND OF ESCROW (1102/6)	Open	4,910.15	0.00		
03148	COUNTY OPEN SPACE TRUST FUND	25-00092	01/14/25	2025 COUNTY OPEN SPACE TAXES	Open	69,336.50	0.00		B
03683	PIERRI, JASON	25-00567	04/22/25	REIMB CLTHG ALLOWANCE	Open	172.95	0.00		
03727	STAPLES INC	25-00450	03/28/25	OFFICE SUPPLIES	Open	650.02	0.00		
		25-00573	04/22/25	PD OFFICE SUPPLIES	Open	<u>127.24</u>	0.00		
						777.26			
03991	MALESZEWSKI, KRYSYIAN	25-00557	04/22/25	REIMB MEAL TRAINING	Open	124.42	0.00		
Total Purchase Orders:		76	Total P.O. Line Items:		0	Total List Amount:		5,089,222.63	Total Void Amount: 0.00

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PO #	PO Date	Description	Status	Amount	Void Amount	Contract PO Type

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND 2024 4-01		31,461.90	0.00	31,461.90	0.00	0.00	31,461.90
CURRENT FUND 2024 5-01		4,987,775.02	0.00	4,987,775.02	0.00	0.00	4,987,775.02
CAPITAL FUND	C-04	23,133.01	0.00	23,133.01	0.00	0.00	23,133.01
BOA ESCROW ACCOUN	E-08	27,687.15	0.00	27,687.15	0.00	0.00	27,687.15
OTHER TRUST ACCOU	T-03	16,045.34	0.00	16,045.34	0.00	0.00	16,045.34
DOG TRUST ACCOUNT	T-12	840.21	0.00	840.21	0.00	0.00	840.21
OPEN SPACE TRUST	T-14	936.00	0.00	936.00	0.00	0.00	936.00
RECREATION TRUST	T-19	1,344.00	0.00	1,344.00	0.00	0.00	1,344.00
Year Total:		19,165.55	0.00	19,165.55	0.00	0.00	19,165.55
Total Of All Funds:		5,089,222.63	0.00	5,089,222.63	0.00	0.00	5,089,222.63