

**AGENDA
PUBLIC MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
March 12, 2026
Closed Executive Session 6:30PM
Meeting to Commence 7:30PM**

CLOSED/EXECUTIVE SESSION:

Motion to move into Executive Session as provided for by Resolution No. 15-2026 adopted on January 1, 2026 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 – Potential Litigation – Frederics V. Montvale and Ghassali

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
Council President Cudequest
Councilmember Koelling

Councilmember Lane
Councilmember Roche
Councilmember Russo-Vogelsang

ORDINANCES:

PUBLIC HEARING OF ORDINANCE NO. 2026-1586 ORDINANCE OF THE BOROUGH OF MONTVALE, IN THE COUNTY OF BERGEN, NEW JERSEY, AMENDING ORDINANCE #2025-1575, FINALLY ADOPTED JUNE 27, 2025, TO AMEND THE PROJECT DESCRIPTION AND REDUCE THE AMOUNT OF THE SPECIAL EMERGENCY APPROPRIATION ACCORDINGLY

PUBLIC HEARING OF ORDINANCE NO. 2026-1587 AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH NOUVELLE MAIN STREET URBAN RENEWAL LLC INCLUDING A PAYMENT IN LIEU OF TAXES (PILOT) RELATING TO REAL PROPERTY DESIGNATED AS BLOCK 1601, LOT 7 ON THE TAX MAP OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN AND STATE OF NEW JERSEY

MEETING OPEN TO PUBLIC:

Agenda Items Only

MEETING CLOSED TO PUBLIC:

Agenda Items Only

MINUTES:

February 24, 2026

CLOSED/EXECUTIVE MINUTES:

None

RESOLUTIONS: NON-CONSENT

67-2026 Refund Overpayment of Taxes - Due to Veteran Exempt Status – Daniel Hoffmann

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.

- 68-2026 Refund Tax Overpayment - Block 1405, Lot 13 – 35 Eagle Ridge - Ian J. Dunsdon
- 69-2026 Authorizing Three Year (3) Field License Agreement with the Montvale Board of Education
- 70-2026 Amending Resolution No. 186-2025 for a Professional Services Contract to King, Moench & Collins LLP to Serve as Special Counsel for Affordable Housing Litigation
- 71-2026 Amending Resolution No. 184-2025 A Resolution Awarding a Professional Services Contract to Nassau Capital Advisors, LLC for Real Estate Financial Advisory Services
- 72-2026 Amending Resolution No. 181-2025 A Resolution Approving a Contract with Fairfield Maintenance for Fuel Tank Removal Pursuant to State Contract T0849
- 73-2026 Award Professional Service Contract to Colliers Engineering & Design to Continue Fourth Round Affordable Housing Services
- 74-2026 Amending Resolution No. 01-2026 Cash Management Plan
- 75-2026 Award Contract to 10-75 Emergency Vehicles for the Upfitting To Fire Department Vehicle on State Contract 17-FLEET-00743
- 76-2026 Award Professional Service Contract to Colliers Engineering & Design for Memorial Drive Improvements (NJDOT FY2026 and LAIF FY2024)
- 77-2026 Award Professional Service Contract to Colliers Engineering & Design, for Stormwater Watershed Improvement Plan

BILLS:

REPORT OF REVENUE:

COMMITTEE REPORTS:

ENGINEER'S REPORT:

ATTORNEY'S REPORT:

ADMINISTRATOR'S REPORT:

UNFINISHED BUSINESS:

None

NEW BUSINESS:

None

COMMUNICATION CORRESPONDENCE:

- Letter from Lerch, Vinci & Bliss – Borough Auditors

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 at 7:30pm on March 31, 2026

Introduction of Municipal Budget to be held on April 9, 2026 at 7:30pm

Public Hearing and Adoption of Municipal Budget to be held on May 14, 2026 at 7:30pm

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

**BOROUGH OF MONTVALE
ORDINANCE NO. 2026-1586**

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 February 12, 2026 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 March 12, 2026 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

ORDINANCE OF THE BOROUGH OF MONTVALE, IN THE COUNTY OF BERGEN, NEW JERSEY, AMENDING ORDINANCE #2025-1575, FINALLY ADOPTED JUNE 27, 2025, TO AMEND THE PROJECT DESCRIPTION AND REDUCE THE AMOUNT OF THE SPECIAL EMERGENCY APPROPRIATION ACCORDINGLY

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MONTVALE, IN THE COUNTY OF BERGEN, NEW JERSEY, AS FOLLOWS:

Section 1. Ordinance #2025-1575 of the Borough of Montvale, in the County of Bergen, New Jersey (the "Borough"), finally adopted June 27, 2025 ("Ordinance #2025-1575"), is hereby amended to remove the reference to a revaluation of real property and to reduce the amount of the special emergency appropriation authorized by Ordinance #2025-1575 by \$465,000, from \$500,000 to \$35,000.

Section 2. Except as set forth herein, the remainder of Ordinance #2025-1575 is not being amended or supplemented hereby, and remains in full force and effect.

Section 3. A copy of this ordinance as finally adopted shall be filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey.

Section 4. This ordinance shall take effect in accordance with applicable law.

MICHAEL GHASSALI, Mayor

ATTEST:
FRANCES SCORDO
Municipal Clerk

INTRODUCTION: 2-12-26

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

ADOPTED: 3-12-26

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

**BOROUGH OF MONTVALE
ORDINANCE NO. 2026-1587**

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 February 12, 2026 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 March 12, 2026 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 APPROVING AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH NOUVELLE MAIN STREET URBAN RENEWAL LLC INCLUDING A PAYMENT IN LIEU OF TAXES (PILOT) RELATING TO REAL PROPERTY DESIGNATED AS BLOCK 1601, LOT 7 ON THE TAX MAP OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN AND STATE OF NEW JERSEY

WHEREAS, Nouvelle Main Street Urban Renewal, LLC ("Nouvelle") is the owner of that certain tract of land located at 26 North Kinderkamack Road, Montvale, New Jersey, identified on the Tax Map of the Borough of Montvale as Block 1601, Lot 7 (the "Property"); and

WHEREAS, the Borough of Montvale and Nouvelle have entered into a Developer's Agreement for the construction of a 100% affordable project consisting of six units of affordable housing restricted to disabled veterans at the Property; and

WHEREAS, by Resolution dated December 19, 2023, the Montvale Planning Board did approve the application and site plan for the project; and

WHEREAS, Developer's Agreement between the Borough of Montvale and Nouvelle provided for a certain Payment In Lieu of Taxes (PILOT) pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-8 of 6.28% of Annual Gross Revenue ("AGR") less utilities, with a minimum PILOT payment of \$6,212.00 per year, which may be increased depending upon annual rent for any year; and

WHEREAS, the construction of six (6) units of affordable housing restricted to disabled veterans shall satisfy, in part, the Borough's Round 3 affordable housing obligations; and

WHEREAS, the subject project requires a PILOT agreement and would not be financially practicable without such agreement; and

WHEREAS, the Borough of Montvale hereby finds and determines that the PILOT agreement is to the direct benefit of the health, safety, welfare and financial well-being of the Borough and its citizens, the project will accelerate the redevelopment of the Property and provide for affordable housing in furtherance of the Borough's fair share housing obligation and the costs associated with the tax exemption, if any, are outweighed by the benefits of granting the exemption; and

WHEREAS, the Borough of Montvale finds and determines that the PILOT Agreement is a critical incentive for Nouvelle in obtaining the development of the Project; and

NOW, THEREFORE, BE IT ORDAINED, by the Governing Body of the Borough of Montvale, County of Bergen, in the State of New Jersey, as follows:

1. The terms of the Preamble are incorporated herein by reference as if set forth at length.
2. This Ordinance approves the Application for and authorizes the execution of the Agreement annexed hereto with Nouvelle Main Street Urban Renewal, LLC for a 30-year tax exemption with respect to the construction of the Project on the property, pursuant to the Developer's Agreement and approval by the Montvale Planning Board.
3. The Mayor and Clerk are hereby authorized to execute the Agreement in substantially the form attached to this Ordinance.
4. This Ordinance shall take effect immediately upon final adoption and publication in the manner prescribed by law.

MICHAEL GHASSALI, Mayor

ATTEST:
FRANCES SCORDO
Municipal Clerk

INTRODUCTION: 2-12-26

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

ADOPTED: 3-12-26

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

AGREEMENT

PAYMENT IN LIEU OF TAXES ("PILOT") FOR THE PROPERTY COMMONLY KNOWN AS 26 NORTH KINDERKAMACK ROAD, BLOCK 1601 AND LOT 7, ENTERED INTO BETWEEN NOUVELLE MAIN STREET URBAN RENEWAL, LLC AND THE BOROUGH OF MONTVALE

PREAMBLE

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (the "Agreement") is made on this ____ day of _____, 2026, by and between NOUVELLE MAIN STREET URBAN RENEWAL, LLC, the Affordable Housing Entity and Developer ("Nouvelle" or the "Entity"), formed and qualified to do business under the provisions of the laws of the State of New Jersey, and having its principal office at 955 Lincoln Ave, 2nd Floor, Glen Rock, NJ 07452, and the BOROUGH OF MONTVALE, a Municipal Corporation of the State of New Jersey, having its principal office at 12 DePiero Drive, Montvale, New Jersey 07645 (the "Borough").

RECITALS

WHEREAS, the Entity has proposed to construct six (6) affordable housing units for disabled military veterans as defined in N.J.A.C. 5:80-26.1 and related state regulations at 26 North Kinderkamack Road, Montvale, New Jersey which will result in housing for those with very low income levels (30% AMI) generating six (6) affordable housing credits that will be applied to satisfy a portion of the Borough's affordable housing obligation.

WHEREAS, the Borough and the Entity agree as follows:

A. Subsequent to the Entity receiving certain approvals from the Montvale Planning Board (the "Board") and financing from the Department of Community Affairs National Housing Trust Fund ("DCA NHTF"), the Borough and the Entity have agreed to a Payment in Lieu of Taxes ("PILOT") percentage of 6.28% of Annual Gross Revenue ("AGR") less utilities, with a minimum

PILOT payment of \$6,212.00 per year which may be increased depending on annual rent for any given year.

NOW, THEREFORE, in consideration of the mutual covenants herein, contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

APPROVAL

Approval of PILOT. The Borough approves a PILOT for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Grant/Loan Agreement between the Entity and DCANHTF, which Improvements shall be constructed on the properties so as to provide six (6) supportive housing units for disabled military veterans.

Approval of Entity. Approval is granted to the Entity. Entity represents that its Certificate of Formation contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the New Jersey Department of Community Affairs ("DCA"), and has been filed with, as appropriate, the Office of the State Treasurer.

Improvements to be Constructed. The Entity represents that it will construct a six-unit supportive housing multi-family residential rental project for disabled military veterans at 26 North Kinderkamack Road, Montvale, New Jersey.

Construction Schedule. Subject to the receipt of acceptable financing, the Entity shall diligently undertake to commence construction or cause to construct and complete the 26 North Kinderkamack Road, Montvale, New Jersey project.

Ownership, Management and Control. The Entity is the owner of 26 North Kinderkamack

Road, Montvale, New Jersey per New Jersey Department of Community Affairs regulations.

Statement of Estimated Rents. The Entity's good faith projections of the initial rents are set forth in the DCA NHTF Application.

Compliance with the Law. The Entity shall, at all times prior to the expiration or termination of this Agreement, remain bound by the provisions of the Law.

Approval of Tax Exemption. The Borough has granted and does hereby grant its approval for a tax exemption for the project in accordance with the provisions of the Limited Dividend Tax Exemption Law on the property, pursuant to the resolution authorizing the agreement, the Land and Improvements to be maintained and constructed by the Entity shall be exempt from taxation as provided for herein.

DURATION OF AGREEMENT

Term. So long as there is compliance with the Law and this Agreement, the Annual Service Charge due under this Agreement shall become effective upon the issuance of the first Certificate of Occupancy for the applicable property and remain in effect for a term of thirty (30) years. The PILOT shall only be effective and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

ANNUAL SERVICE CHARGE & ANNUAL ADMINISTRATIVE FEE

Annual Service Charge. The Minimum Annual Service Charge shall be the amount of the total taxes levied against the Property in the last full tax year in which the Property was subject to taxation.

The Minimum Annual Service Charge or the Annual Service Charge shall be paid in annual installments, beginning on the first day of the February, following the issuance of a permanent

Certificate of Occupancy for the respective Project. The Minimum Annual Service Charge or the Annual Service Charge for a given calendar year shall be paid on the first day of February in the following calendar year (i.e., the Annual Service Charge for 2025 is paid on or before February 1, 2026). If the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

The Borough shall deposit all Minimum Annual Service Charges and Annual Service Charges paid by the Entity under this Agreement into the general fund owned or controlled by the Borough. The Borough shall thereafter allocate all such monies in accordance with, and pursuant to, any Ordinance(s) that the Borough may hereinafter enact governing the allocation of monies paid under long-term tax exemption agreements similar to this Agreement; provided, however, that no such Ordinance can or will increase, or have the effect of increasing, the amount of any payments, including without limitation any Minimum Annual Service Charges or Annual Service Charges, due from the Entity to the Borough under this Agreement.

Credits. The Entity is required to pay the Annual Service Charge. The Borough shall have, among this remedy and other remedies, the right to proceed against the Project Site pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5- 1, et. seq. and/or declare a Default and terminate this Agreement.

Administrative Fee. In addition to the Annual Service Charge, the Borough reserves the right to charge the Entity an annual administrative fee ("Annual Administrative Fee") in an amount equal to two percent (2%) of the Annual Taxes.

Material Conditions. It is expressly agreed and understood that the timely payments of Land

Taxes, Minimum Annual Service Charges, Annual Service Charges, Administrative Fee, including adjustments thereto, and any interest thereon, are material conditions ("Material Conditions") of this Agreement.

Reformation of Annual Service Charge Computation. In the event the exemption of the Land is invalidated by a Court of competent jurisdiction, the parties agree that this agreement shall remain valid and in full force and effect and shall be reformed to cure the invalid provision so that the Annual Service Charge shall be recomputed to equal the amount set forth herein plus any credit for Land Taxes paid.

If the exemption of the Land is authorized under N.J.S.A. 52:27D-320(b) and/or 40A:20-12 is invalidated, the Entity shall be obligated to make payment of Land Taxes according to the general laws applicable to all other tax ratables. Land Taxes shall be separately assessed for the properties and shall be assessed only on the Land without regard to any improvements or increase in value to the Land because of the Improvements. The payment for Land Taxes shall be applied as a credit against the Annual Service Charge for the subsequent year. In any year that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any land tax credits against the Annual Service Charge. The Entity is required to make payment of both the Annual Service Charge and the Land Tax Payments, if applicable. The Entity is required to pay the full Land Tax Payments in any given year and no credits will be applied against the Annual Service Charge for partial payment of the Land Taxes. The Entity's failure to make the requisite Annual Service Charge payment and/or the requisite Land Tax Payment in a timely manner shall constitute a violation and breach of this Agreement. The Borough shall, among its other remedies, have the right to proceed against the properties pursuant to the In

Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or may declare a Default under this Agreement upon sixty (60) days written notice to the Entity.

For purposes of this Agreement, the following definitions shall apply:

Land shall mean the real property, but not the Improvements, known as 26 North Kinderkamack Road, Montvale, New Jersey (Block 1601, Lot 7).

Land Taxes shall mean the amount of taxes assessed on the value of the Land, in the event it is determined that the Land is not exempt, exclusive of the value of any Improvements related thereto, in accordance with Applicable Laws.

Land Tax Payments shall mean payments made on the quarterly due dates, including approved grace periods, if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

Project shall mean the six (6) unit supportive housing multi-family residential rental project for disabled military veterans at 26 North Kinderkamack Road, Montvale, New Jersey.

Property shall mean 26 North Kinderkamack Road, Montvale, New Jersey.

CERTIFICATE OF OCCUPANCY

Certificate of Occupancy. The Entity shall obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule in the DCA NHTF grant/loan Application. The failure to secure the Certificates of Occupancy shall subject the Project Site to full taxation (ordinary applicable taxes) for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

Filing of Certificate of Occupancy. It shall be the primary responsibility of the Entity to forthwith file with the Tax Assessor a copy of the Certificate of Occupancy. Failure of the Entity

to file such issued Certificate of Occupancy, as required by the preceding paragraph, shall not militate against any action or non-action, taken by the Borough, including, if appropriate, retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

ANNUAL REPORTS

Accounting System. The Entity shall maintain, or cause to be maintained, a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

Periodic Reports.

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis, that this Agreement shall continue in effect, the Entity shall submit its Auditor's Report for the preceding fiscal or calendar year to the Tax Collector and Borough Clerk. The Auditor's Report shall consist of the Entity's rent roll for the Project.

B. Disclosure Statement: Upon written request, the Entity shall submit a Disclosure Statement to the Borough Clerk, listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each.

C. Borough Certification: Upon written request, the Borough shall certify that the Agreement with the Entity has been entered into and is in effect as required by Law.

Inspection. Upon request, the Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project by representatives duly authorized by the Borough and the Local Government Services Division of DCA. The Entity shall permit, upon request, an

examination and audit of its books and records. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity.

COMPLIANCE

Operation. During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. The Entity may terminate this Agreement as provided by N.J.S.A. 52:27D-320 et seq. and/or N.J.S.A. 40A:20-1 et seq., as currently amended and supplemented. The Borough may also terminate this Agreement in the event of a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the Borough shall, among its other remedies, have the right to terminate this Agreement.

Affordable Units. Entity acknowledges that the six (6) affordable units for disabled military veterans in the development shall be very low-income rental units whereby the Borough will receive credit from the Superior Court, the Affordable Housing Dispute Resolution Program, established pursuant to the New Jersey Fair Housing Act, as amended March 20, 2024, , or such other agency having jurisdiction to determine the validity of the Borough's Affordable Housing Plan. The square footage of each of the units shall meet the minimum standards as set forth in the Rules of DCA NHTF or any successor agency. The six (6) affordable units shall be Deed restricted to eligible persons qualifying under DCA NHTF Rules or such other laws applicable to affordable units for a minimum of thirty (30) years. A Deed restriction in a form acceptable to the Borough shall be required to be filed with the County Clerk prior to the issuance of any Certificate of Occupancy. The affirmative marketing procedure for the affordable units shall begin at least four

(4) months prior to the expected date of occupancy of the first affordable unit. The Borough's continued obligation to honor the terms and conditions of the within Agreement shall be expressly conditioned upon the units being qualified as very-low-income units in accordance with applicable regulations.

DEFAULT

Default. Default is hereby defined as (i) the failure of the Entity to pay the Annual Service Charge, or any part thereof, beyond any applicable notice, cure or grace period or (ii) the failure of the Entity to perform any obligations imposed by the Agreement and the Law and that the Entity fails to cure within sixty (60) days after written notice thereof. If, in the reasonable opinion of the Borough, the Default cannot be cured within sixty (60) days using reasonable diligence, the Borough shall have the sole and exclusive discretion to extend the time to cure.

Should the Entity fail to pay any charges herein, such failure shall not be subject to the default remedies provided below but shall allow the Borough to proceed immediately to terminate the Agreement as provided below.

Should the Entity fail to pay any charges herein, the Tenant shall have the right to pay such charges within the timeframes set forth in the Agreement. If the Tenant timely cures any default, then the Agreement will not be terminated by the Borough.

Remedies upon Default. The Borough shall, among its other remedies provided hereunder, have the right to proceed against the Project Site pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq. and/or may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Additional Consideration or the Annual Service Charge shall not be subject to the default

procedural remedies as provided herein but shall allow the Borough to proceed immediately to terminate the Agreement as provided below. All of the remedies provided in this Agreement to the Borough, and all rights and remedies granted to it by law and equity, shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the Borough of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge or Additional Consideration. This right shall apply to arrearages that are due and owing at the time of termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge or Additional Consideration, or for breach of covenant, or the resort to any other remedy herein provided for the recovery of Land Taxes, shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

TERMINATION

Termination upon Default of the Entity. If the Entity fails to cure or remedy the Default within the time period provided herein, the Borough may terminate this Agreement upon thirty (30) days written notice to the Entity ("Notice of Termination").

Conventional Taxes. Upon Termination or expiration of this Agreement, the tax exemption for the projects shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable project sites in the Borough.

DISPUTE RESOLUTION

Arbitration. Upon a Default of this Agreement by either of the parties hereto, or a dispute

arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey, by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. If the Superior Court does not entertain jurisdiction, the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations. The cost for the arbitration shall be borne equally by the parties. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all Annual Service Charges.

WAIVER

Waiver. Nothing contained in this Agreement shall constitute a waiver or relinquishment by the Borough of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount that the Borough has under law, in equity, or under any provision of this Agreement.

INDEMNIFICATION

Indemnification. If the Borough is named as party defendant in any action as a result of the Entity's alleged breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 52:27D-320 et seq. and/or N.J.S.A. 40A:20-1 et seq., the Entity shall defend, indemnify and hold the Borough harmless against any and all liability, loss, cost, or expense (including reasonable attorney's fees and costs, through trial and all stages of any appeal, including the cost of enforcing this indemnity) arising out of this Agreement. However, the Borough maintains the right to intervene as a party thereto, to which intervention the Entity

consents; the expense thereof to be borne by the Borough. The Entity shall not be obligated to indemnify the Borough for any suit or claim arising from the gross negligence, willful or intentional misconduct or actions of the Borough.

In the event the Borough shall be named as party defendant in any action alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 52:27D-320 et seq. and/or N.J.S.A. 40A:20-1 et seq., the Entity and the Tenant reserve the right, in their sole and absolute discretion, to indemnify and hold the Borough harmless against any and all liability, loss, cost, or expense (including reasonable attorney's fees and costs, through trial and all stages of any appeal, including the cost of enforcing this indemnity) arising out of this Agreement. If the Entity and/or the Tenant do not exercise such right to indemnify in accordance herewith, the Borough may terminate this Agreement.

NOTICE

Certified Mail. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested.

Sent by Borough. When sent by the Borough to the Entity, the notice shall be addressed to:

Nouvelle Main Street, LLC
955 Lincoln Ave, 2nd Floor
Glen Rock, NJ 07452

Attn: Luciano Bruni or at such other address to which the Entity has notified the Borough in writing.

Provided that the Borough is sent written notice, in accordance with this Agreement, of the name and address of Entity's Mortgagee, the Borough shall provide such Mortgagee with a copy

of any notice sent to the Entity.

Sent by Entity. When sent by the Entity to the Borough, it shall be addressed to:

Borough Administrator
Borough of Montvale
12 DePiero Drive
Montvale, New Jersey 07645 or at such other address to which the Borough has notified the Entity in writing, with a copy to the Borough Attorney.

SEVERABILITY

Severability. If any term, covenant or condition of this Agreement or the DCA NHTF Grant/Loan Application is judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

MISCELLANEOUS

Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn, since counsel for both the Entity and the Borough have combined in their review and approval of same.

Conflicts. In the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

Oral Representations. There have been no oral representations made by either party hereto that is not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement,

and the Application constitute the entire agreement between the parties, and there shall be no modifications thereto other than by a written instrument approved and executed by both parties.

Entire Document. This Agreement and all conditions in the Ordinance of the Borough Council approving this Agreement are incorporated in this Agreement and made a part hereof. Good Faith. The Entity and the Borough shall exercise good faith in dealing with each other.

Amendment. This Agreement may only be amended in writing signed by the parties, and, prior to taking effect, such amendment must be approved by Ordinance duly adopted by the Borough upon the recommendation of the Mayor.

EXHIBITS

The following Exhibits are attached hereto and incorporated as if set forth herein:

Exhibit A: Ordinance of the Borough authorizing the execution of this Agreement and approval of the PILOT.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES APPEAR ON

THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day
and year first above written.

ATTEST/WITNESS:

ENTITY:
NOUVELLE MAIN STREET URBAN
RENEWAL, LLC

By: Luciano Bruni, Executive Director

ATTEST/WITNESS:

BOROUGH:
BOROUGH OF MONTVALE

By: Michael Ghassali, Mayor

EXHIBIT A

Ordinance

**WORK SESSION
MINUTES**

The Work Session Meeting of the Mayor and Council was in the Council Chambers and called to order at 7:33pm. Adequate notification was published in the official newspaper of the Borough of Montvale. 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).

ROLL CALL:

Councilmember Arendacs
Council President Cudequest
Councilmember Koelling

Councilmember Lane
Councilmember Roche
Councilmember Russo-Vogelsang - via telephone

Also Present: Mayor Mike Ghassali; Borough Administrator, Joe Voytus; Borough Attorney, Dave Lafferty; and Municipal Clerk, Fran Scordo

ORDINANCES:

None

MEETING OPEN TO PUBLIC**Agenda Items Only**

A motion to open the meeting to the public for agenda items only by Councilmember Lane; seconded by Councilmember Koelling – all ayes

No public comment**MEETING CLOSED TO PUBLIC****Agenda Items Only**

A motion to close the meeting to the public for agenda items only by Councilmember Lane; seconded by Council President Cudequest – all ayes

MINUTES:**February 12, 2026**

A motion to accept the minutes by Council President Cudequest; seconded by Councilmember Lane - all ayes with the exception of Councilmember Russo-Vogelsang abstaining

CLOSED/EXECUTIVE MINUTES:**February 12, 2026**

A motion to accept the closed session minutes by Council President Cudequest; seconded by Councilmember Lane - all ayes

RESOLUTIONS: NON-CONSENT

61-2026 Authorize The Cancellation of 2nd 3rd & 4th quarter taxes year 2026 and All Future Taxes Due o Granting Of Totally Disabled Veteran Status By Department Of Veterans Affairs – Daniel Hoffmann – 27 Waverly Place

WHEREAS, this resolution authorizes the municipality to cancel property taxes for the 2nd, 3rd and

4th quarter of 2026 and for all future taxes due to the granting of totally disabled veteran status by the Department of Veterans Affairs per the Department's letter attached to the original resolution, for Daniel Hoffmann. Mr. Hoffmann is the owner of 27 Waverly Place, Block 1607, Lot 9; 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 cancel 2nd, 3rd and 4th quarter property taxes for the year 2026 and all future taxes as per the above.

Introduced by: Councilmember Lane; seconded by Council President Cudequest - a roll call was taken - all ayes with the exception of Councilmember Koelling abstaining

63-2026 Authorizing the Reappointment and Granting Tenure to Frances Scordo as Municipal Clerk

WHEREAS, on March 1, 2023 Frances Scordo was appointed to a three (3) year term per N.J.S.A. 40A:9-133.1 to the position of Municipal Clerk; and **NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale hereby reappoints and that tenure be granted to Frances Scordo as Municipal Clerk for the Borough of Montvale, effective March 1, 2026

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

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.

62-2026 Bergen Municipal Employee Benefits Fund Resolution To Renew

WHEREAS, a number of public entities in the State of New Jersey have joined together to form the Bergen Municipal Employee Benefits Fund, hereafter referred to as "FUND", as permitted by N.J.S.A. 11:15-3, 17:1-8.1, and 40A:10-36 et seq., and;

WHEREAS, the FUND was approved to become operational by the Departments of Insurance and Community Affairs and has been operational since that date, and;

WHEREAS, the statutes and regulations governing the creation and operation of a joint insurance fund, contain certain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a FUND;

WHEREAS, the governing body of The Borough of Montvale, hereinafter referred to as "LOCAL UNIT" has determined that membership in the FUND is in the best interest of the LOCAL UNIT.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Borough of Montvale hereby agrees as follows:

- i. Become a member of the FUND for the period outlined in the LOCAL UNIT's Indemnity and Trust Agreements.
- ii. Will participate in the following type (s) of coverage (s):
 - a.) Health Insurance as defined pursuant to N.J.S.A. 17B:17-4, the FUND's Bylaws, and Plan of Risk Management.
- iii. Adopts and approves the FUND's Bylaws.

- iv. Execute an application for membership and any accompanying certifications.

BE IT FURTHER RESOLVED that the governing body of the LOCAL UNIT is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the FUND as required by the FUND's Bylaws, and to deliver these documents to the FUND's Executive Director with the express reservation that these documents shall become effective only upon:

- i. Approval of the LOCAL UNIT by the FUND.
- ii. Receipt from the LOCAL UNIT of a Resolution accepting assessment.
- iii. Approval by the New Jersey Department of Insurance and Department of

Community Affairs.

64-2026 Amending Resolution No. 127-2025 To Establish Recreational Fees for Year 2026

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	\$25	\$30
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

BOROUGH OF MONTVALE**FEBRUARY 24, 2026**

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
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	\$10	\$30

BOROUGH OF MONTVALE**FEBRUARY 24, 2026**

	(weather permitting)		
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	\$195	\$215
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

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 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:

Montvale Athletic League, Recreation and Pascack Hills High School

Resident: Not-For-Profit Entity

Resident: For Profit Entity

Non-Resident: Not-For-Profit Entity

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.

65-2026 Authorize to Enter into an Agreement with Valley Health System

WHEREAS, The Borough of Montvale is desirous to enter into an agreement with Valley Health System to provide Medical Exams for the Police and Fire Departments; and

WHEREAS, the agreement is attached to this resolution and will commence on April 1, 2026; and

THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Montvale authorize the Borough Administrator to enter in an agreement with Valley Health System

66-2026 A Resolution of the Borough of Montvale Adopting the Bergen County Multi-Jurisdictional Hazard Mitigation Plan

WHEREAS the Mayor and Council of the Borough of Montvale recognize the threat that natural hazards pose to people and property within the Borough; and

WHEREAS the County of Bergen has prepared a multi-hazard mitigation plan, hereby known as Bergen County Multi-Jurisdictional Hazard Mitigation Plan 2026, in accordance with federal and state laws, including the [Robert T. Stafford Disaster Relief and Emergency Assistance Act](#), as amended; the [National Flood Insurance Act of 1968](#), as amended; and the [National Dam Safety Program Act](#), as amended; and New Jersey P.L. 2023, CHAPTER 313 approved January 16, 2024; and

WHEREAS the Bergen County Multi-Jurisdictional Hazard Mitigation Plan 2026, identifies current and future natural hazard risks, assesses the vulnerability of facilities, infrastructure, and populations, and defines mitigation goals and actions to reduce or eliminate long term risk to people and property in (local government) from the impacts of future natural hazards and disasters; and

WHEREAS adoption by the Mayor and Council demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Bergen County Multi-Jurisdictional Hazard Mitigation Plan 2026; and

WHEREAS, the Borough of Montvale OEM Coordinator has reviewed the Plan and has requested that the Borough adopt same.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF MONTVALE AS FOLLOWS:

Section 1. The Borough of Montvale hereby adopts the Bergen County Multi-Jurisdictional Hazard Mitigation Plan 2026.

Section 2. While content related to the Borough of Montvale may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the Borough of Montvale to re-adopt any further iterations of the plan. However, subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

Section 3. This Resolution shall take effect immediately.

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

BILLS: Municipal Clerk read the Bill Report

Motion to pay bills by Councilmember Lane; seconded by Council President Cudequest - all ayes

ENGINEER'S REPORT: Nick Chelius

No Report

ATTORNEY REPORT: Dave Lafferty

We were denied by the Supreme Court Judge on the affordable housing decision

ADMINISTRATOR REPORT: Joe Voytus

The lockboxes for the seniors have been ordered

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Councilmember Lane mentioned he will be attending a meeting with Park Ridge and Woodcliff Lake Regarding the T1- line, which is the communications between Police and Fire for all 3 towns

COMMUNICATION CORRESPONDENCE:

Mayor Ghassali mentioned he received a call from the Governor's office regarding the blizzard to see if Montvale was in need of any services.

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.

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

No Public Comment

A motion to close meeting to the public by Councilmember Lane; seconded by Councilmember Roche – all ayes

ADJOURNMENT:

Motion to adjourn by Councilmember Koelling; seconded by Councilmember Lane – all ayes

Meeting adjourned at 7:45pm

Regular Meeting of the Mayor & Council will be held at 7:30pm on Thursday, March 22, 2026

Respectfully submitted, Frances Scordo, Municipal Clerk

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 67-2026**

RE: Refund Overpayment of Taxes - Due to Veteran Exempt Status – Daniel Hoffmann

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

WHEREAS, the owner of 27 Waverly Place, Daniel Hoffmann, is totally exempt from taxes due to his Veteran status, his mortgage company made a payment for February 1st installment in the amount of \$2,269.00 which resulted in an overpayment; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey, that the Tax Collector be and is hereby authorized to refund in the amount of \$2,269.00 to Daniel Hoffmann, of 27 Waverly Place, Montvale, NJ 07645

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

Adopted: March 12, 2026

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 68-2026**

RE: Refund Tax Overpayment - Block 1405, Lot 13 – 35 Eagle Ridge - Ian J. Dunsdon

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 \$4,945.00 to Ian James Dunsdon, 35 Eagle Ridge, Montvale, NJ 07645

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

Adopted: March 12, 2026

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 69-2026**

RE: Authorizing Three Year (3) Field License Agreement with the Montvale Board of Education

BE RESOLVED, the Board of Education and the Borough of Montvale are the owners of certain land which is devoted to recreational uses more particularly know as Memorial School Fields and Fieldstone School Fields; and

BE IT FURTHER RESOLVED, by the Mayor and Council of the Borough of Montvale that the attached two year Field License Agreement with the Montvale Board of Education and the Borough of Montvale has been reviewed and will be provided to the Pascack Valley Department of Public Works Superintendent; and

NOW THEREFORE BE IT RESOLVED, that the Governing Body hereby authorizes the execution of the attached Agreement to commence on January 1, 2026 through January 1, 2029 which includes the Maintenance of Fields on behalf of the Borough of Montvale.

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

Adopted: March 12, 2026

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor



Montvale Board of Education

Andrea Wasserman
Business Administrator/Board Secretary
Phone: 201-391-6226

47 Spring Valley Road
Montvale, NJ 07645
awasserman@montvalek8.org

February 25, 2026

I hereby certify that the following is an excerpt of the meeting of the Montvale Board of Education on February 24, 2026:

Motion by: Mr. Carvelli

Seconded by: Ms. Arena

FIELD LICENSE AGREEMENT

Motion 12.2 **WHEREAS**, the Board of Education of the Borough of Montvale is the owner of certain lands more particularly described on the attached Schedules "A-Memorial School" and "A-1 Fieldstone School"; and

WHEREAS, it appears that said lands are comprised of those devoted to recreational uses, more particularly athletic fields; and

WHEREAS, heretofore at such times as the Board of Education has not required said lands for its own use, the Borough of Montvale has been permitted by the said Board of Education to schedule sporting events on said fields; and

WHEREAS, the Borough of Montvale is the owner of certain lands adjacent to the Board of Education property, more particularly described and shown on the attached Schedules "A- Memorial School" and "A-1 Fieldstone School;" and

WHEREAS, it appears that said lands are comprised of those devoted to recreational uses, more particularly athletic fields; and

WHEREAS, heretofore said fields have been available to the Board of Education during the school year for education programs during the school day and for after school activities; and

WHEREAS, the parties desire to continue such relationship and to establish a schedule for such purpose; and

WHEREAS, the parties further desire to establish conditions under which the Borough of Montvale and the Montvale Board of Education shall be permitted to use the facilities above described; now therefore be it

RESOLVED, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration and the covenants to be performed by the Borough of Montvale,

the Montvale Board of Education does hereby grant unto the Borough, license to enter into and upon the premises of the Board for the purpose of conducting sporting events at such times as the fields are not required by the Board of Education in the conduct of its business,

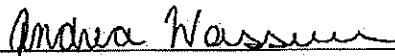
AND BE IT ALSO RESOLVED, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration and the covenants to be performed by the Montvale Board of Education, the Borough of Montvale does hereby grant unto the Board, license to enter into and upon the premises of the Borough for school sponsored activities at such times as school is in session, and in accordance with a schedule proposed by the Municipality, which schedule shall be reviewed annually and be subject to change by mutual consent under conditions as follows:

1. Both parties agree during the term of its use to maintain the fields in a good state of repair and leave them in such condition at the termination of its use. Maintenance of fields to include services as delineated in Schedule "B",
2. Both parties agree to hold the other harmless for any damage to property or persons which may be occasioned by reason of use of the premises.
3. Both parties shall provide, at its cost and expense, maintain liability insurance with bodily injury limits of \$200,000 each person and \$200,000 each accident, and with property damage liability limits of \$800,000 in the aggregate to cover the insured under the indemnification provisions of this License Agreement. Said insurance shall be form and scope mutually satisfactory to the parties, to be kept in full force and effect during the continuance of this License. In addition to the above coverage, the parties shall provide blanket umbrella coverage in the amount of \$4,000,000 which will be used in conjunction with the above insurance in the result of liability claims.
4. The parties agree that use of the premises will be limited to that which is stated herein and that neither shall make any improvements to the premises without the consent of the owner.
5. The parties covenant and agree that during such time as it shall be using the property, it shall not permit the use of drugs, alcoholic beverages and/or any other uses prohibited. No smoking will be permitted on school property.
6. The parties further covenant and agree that with the exception of authorized maintenance vehicles, it shall prohibit the use of vehicles on said property, except on designated roadways and in areas designated as parking areas. The parties agree to prohibit driving on the fields and to subject to penalties, persons who drive vehicles on the fields.
7. This agreement shall take effect immediately upon the placing of proper signature by both parties and shall remain in effect until January 1, 2029. Prior to

the expiration of the agreement, both parties agree to review the document and make every effort to renew the agreement of the mutual benefit of both parties.

8. Notwithstanding anything herein to the contrary, either party may terminate this License Agreement and the provisions hereunder any time prior to the termination of this License Agreement, upon 60 days written notice , at which time all of the improvements, if any, made to the subject premises shall become the property of the Licensor.

Aye Votes: Ms. Arena, Mr. Carvelli, Mr. DiSalvo, Mrs. Foley
No Votes: None
Absent: Mrs. Baskin, Mr. Colla, Dr. Kahn



Andrea Wasserman
Board Secretary/Business Administrator

FIELD LICENSE AGREEMENT
BETWEEN THE MONTVALE BOARD OF EDUCATION
AND THE BOROUGH OF MONTVALE
JANUARY 1, 2026- JANUARY 1, 2029

THIS LICENSE, made in duplicate the 23 day of February 2026 by and between the **BOARD OF EDUCATION OF THE BOROUGH OF MONTVALE**, having offices on Spring Valley Road in the Borough of Montvale, County of Bergen, State of New Jersey, hereinafter designated as the "Board"; and the **BOROUGH OF MONTVALE**, a municipal corporation of the State of New Jersey, having offices on Mercedes Drive, in the Borough of Montvale, County of Bergen, State of New Jersey, hereinafter designated as Borough".

WITNESSETH:

WHEREAS, the Board of Education of the Borough of Montvale is the owner of certain lands more particularly described and shown on the attached Schedules "A- Memorial School" and "A-1 Fieldstone School"; and

WHEREAS, it appears that said lands are comprised of those devoted to recreational uses, more particularly athletic fields; and

WHEREAS, heretofore at such times as the Board of Education has not required said lands for its own use, the Borough of Montvale has been permitted by the said Board of Education to schedule sporting events on said fields; and

WHEREAS, the Borough of Montvale is the owner of certain lands adjacent to the Board of Education property, more particularly described and shown on the attached Schedules "A- Memorial School" and "A-1 Fieldstone School;" and

WHEREAS, it appears that said lands are comprised of those devoted to recreational uses, more particularly athletic fields; and

WHEREAS, heretofore said fields have been available to the Board of Education during the school year for education programs during the school day and for after school activities; and

WHEREAS, the parties desire to continue such relationship and to establish a schedule for such purpose; and

WHEREAS, the parties further desire to establish conditions under which the Borough of Montvale and the Montvale Board of Education shall be permitted to use the facilities above described; now therefore be it

RESOLVED, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration and the covenants to be performed by the Borough of Montvale, the Montvale Board of Education does hereby grant unto the Borough, license to enter into and upon the premises of the Board for the purpose of conducting sporting events at such times as the fields are not required by the Board of Education in the conduct of its business,

AND BE IT ALSO RESOLVED, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration and the covenants to be performed by the Montvale Board of Education, the Borough of Montvale does hereby grant unto the Board, license to enter into and upon the premises of the Borough for school sponsored activities at such times as school is in session,

In accordance with a schedule proposed by the Municipality, which schedule shall be reviewed annually and be subject to change by mutual consent under conditions as follows:

1. Both parties agree during the term of its use to maintain the fields in a good state of repair and leave them in such condition at the termination of its use. Maintenance of fields to include services as delineated in Schedule "B",
2. Both parties agree to hold the other harmless for any damage to property or persons which may be occasioned by reason of use of the premises.
3. Both parties shall provide, at its cost and expense, maintain liability insurance with bodily injury limits of \$200,000 each person and \$200,000 each accident, and with property damage liability limits of \$800,000 in the aggregate to cover the insured under the indemnification provisions of this License Agreement. Said insurance shall be form and scope mutually satisfactory to the parties, to be kept in full force and effect during the continuance of this License. In addition to the above coverage, the parties shall provide blanket umbrella coverage in the amount of \$4,000,000 which will be used in conjunction with the above insurance in the result of liability claims.
4. The parties agree that use of the premises will be limited to that which is stated herein and that neither shall make any improvements to the premises without the consent of the owner.
5. The parties covenant and agree that during such time as it shall be using the property, it shall not permit the use of drugs, alcoholic beverages and/or any other uses prohibited. No smoking will be permitted on school property.
6. The parties further covenant and agree that with the exception of authorized maintenance vehicles, it shall prohibit the use of vehicles on said property, except on designated roadways and in areas designated as parking areas. The parties agree to prohibit driving on the fields and to subject to penalties, persons who drive vehicles on the fields.
7. This agreement shall take effect immediately upon the placing of proper signature by both parties and shall remain in effect until December 31, 2028 . Prior to the expiration of the agreement, both parties agree to review the document and make every effort to renew the agreement of the mutual benefit of both parties.
8. Notwithstanding anything herein to the contrary, either party may terminate this License Agreement and the provisions hereunder any time prior to the termination of this License Agreement, upon 60 days written notice , at which time all of the improvements, if any, made to the subject premises shall become the property of the Licensor.

IN WITNESS WHEREOF, the parties hereto have caused the within instrument to be executed the day and year first above written.

ATTEST

Andrea Nassem

**BOARD OF EDUCATION OF
THE BOROUGH OF MONTVALE**

BY: _____

Alisha R. Foley
Alisha Foley
President

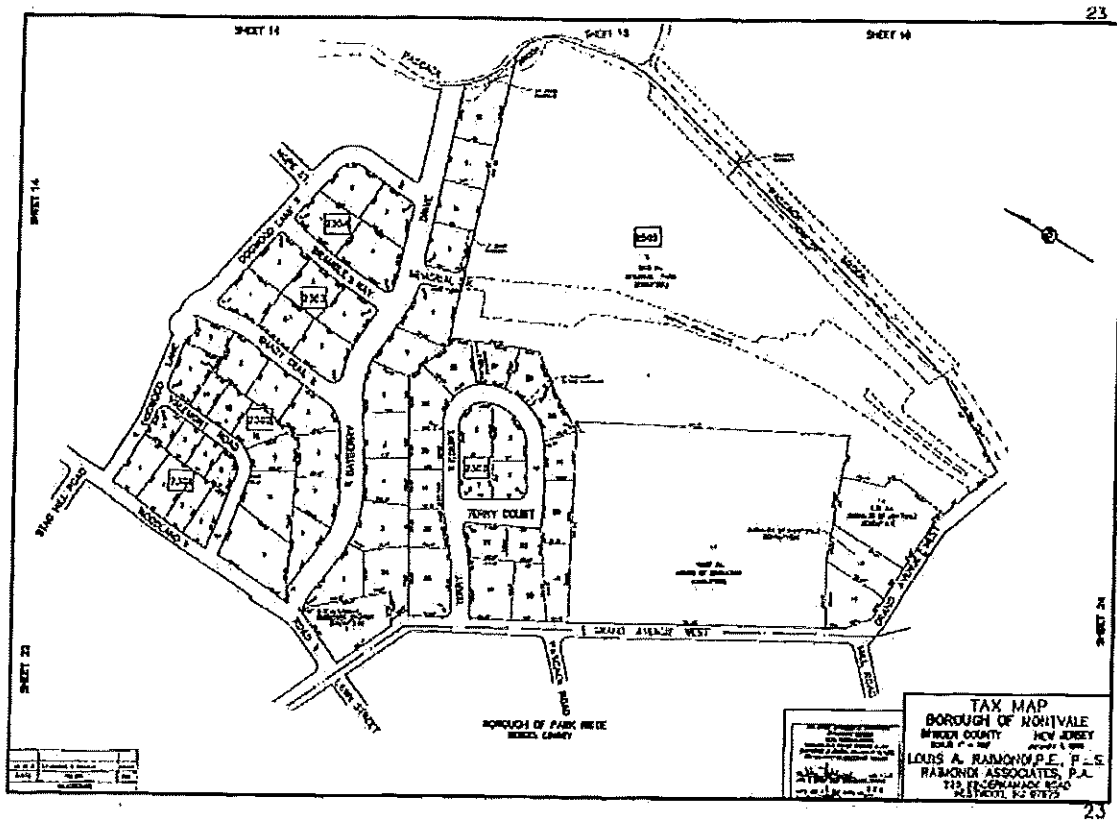
ATTEST

BOROUGH OF MONTVALE

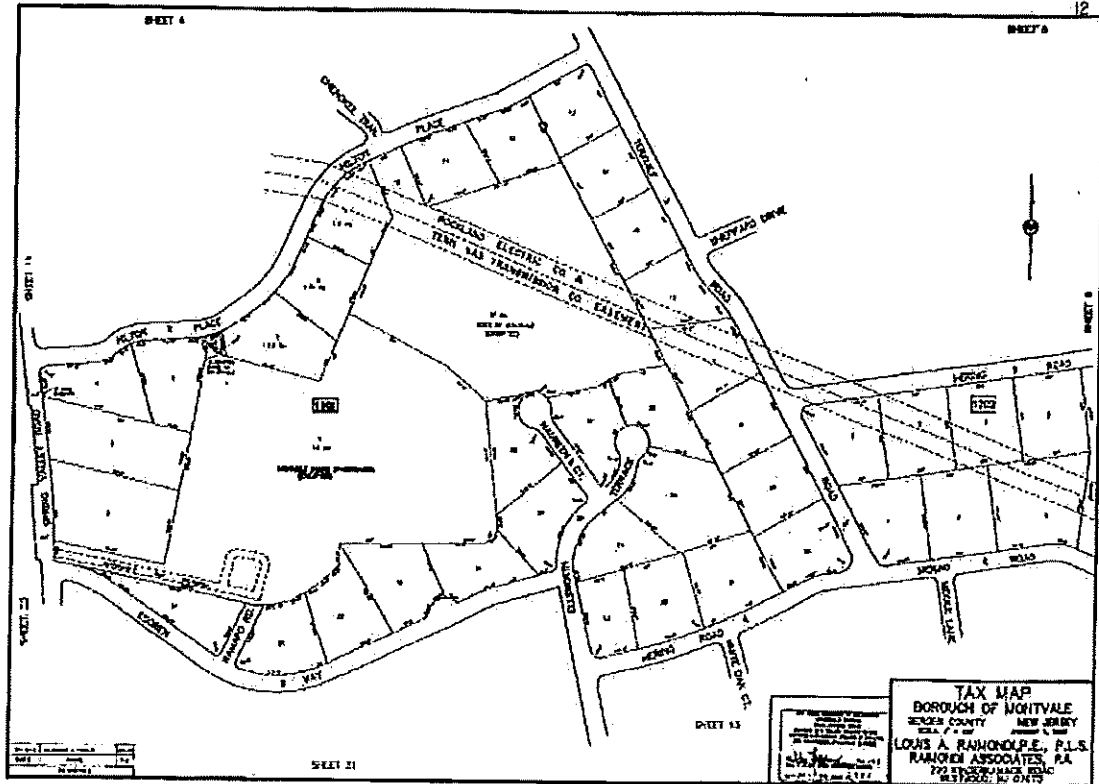
BY: _____

Michael Ghassali
Michael Ghassali
Mayor

SCHEDULE A-MEMORIAL SCHOOL



SCHEDULE A-1 FIELDSTONE SCHOOL



**SCHEDULE B OF THE FIELD LICENSE AGREEMENT BETWEEN THE MONTVALE
BOARD OF EDUCATION AND THE BOROUGH OF MONTVALE**

MAINTENANCE OF FIELDS

Borough Maintenance of fields to include but not be limited to:

MEMORIAL SCHOOL FIELDS

- Aeration of field once per year.
- Removal of large stones.
- Holes and low areas to be filled with topsoil and seeded.
- When activities end, all worn areas to be aerated and seeded with a field turf seed.
- Weekly mowing of fields. Mowing to be done more often if required.
- Ball fields to be groomed for baseball and softball season (for Borough permit holders.)
- Garbage cans to be maintained as needed (for activities under Borough permit.)
- Placement of clay as needed.
- Lining of fields will be the responsibility of the permit holder.
- Infrastructure items (i.e. scoreboard, lights, fences, backstops, etc.) to be maintained by the entity who installed the item and/or permitted the installation.

FIELDSTONE SCHOOL FIELDS

- Garbage cans and litter clean up will be a joint effort of the Board and Borough, with assistance from permit holders.
- Spring and fall clean up to be a joint effort of the Board and Borough.
- Infrastructure items (i.e. bleachers, storage boxes, nets, fences, backstops, etc.) to be maintained by the entity who installed the item and/or permitted the installation.
- Lining of fields will be the responsibility of permit holder.
- Ball fields to be groomed as needed
- Grooming of artificial turf to be performed by the DPW.
- Trees surrounding the complex to be maintained by the individual property owner.
- Field to be closed for the season December 1 and reopened March 15 or earlier if conditions permit.
- Maintenance of evacuation path from back of fields to road

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 70-2026**

RE: Amending Resolution No. 186-2025 for a Professional Services Contract to King, Moench & Collins LLP to Serve as Special Counsel for Affordable Housing Litigation

WHEREAS, the Governing Body previously awarded a professional services contract to Michael Collins, Esq. and King, Moench & Collins LLP ("KMC") to serve as Special Counsel for Affordable Housing Litigation to represent the Borough (and other municipalities) in connection with a challenge to the recent legislation concerning Round 4 of the state-wide affordable housing obligations; and

WHEREAS, the Borough's initial award had a "not to exceed" figure of \$30,000.00, and the Borough is desirous of increasing this figure to a "not to exceed" value of \$500,000.00; and

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

WHEREAS, pursuant to *N.J.S.A. 40A:11-5(a)(i)*, a professional services contract is exempt from public bidding requirements; and

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

NOW, THEREFORE, BE IT RESOLVED that the professional services contract with Michael Collins, Esq. and King, Moench & Collins LLP to serve as Special Counsel for Affordable Housing Litigation is hereby amended to increase the "not to exceed" figure to \$500,000.00; and

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

BE IT FURTHER RESOLVED that the Borough Clerk shall post to the Borough website at <http://www.montvale.org/publicnotices>

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

Adopted: March 12, 2026

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 71-2026**

RE: Amending Resolution No. 184-2025 A Resolution Awarding a Professional Services Contract to Nassau Capital Advisors, LLC for Real Estate Financial Advisory Services

WHEREAS, the Borough of Montvale ("Montvale" or the "Borough") requires expert real estate financial advisory services in connection with its pending Fourth Round affordable housing compliance process, Docket No. BER-L-750-25; and

WHEREAS, the Borough is in the process of evaluating the redevelopment potential of various sites within the Borough; and

WHEREAS, in connection therewith, the Borough has determined to retain Nassau Capital Advisors, LLC located at 12 Vandeventer Avenue, Princeton, New Jersey 08542 ("Nassau") to provide the necessary expert real estate financial advisory services as specifically outlined in the August 19, 2025 Proposal submitted by Dr. Robert S. Powell, Jr., which is attached hereto as Exhibit A, and in accordance with the Schedule of Rates submitted by Nassau with a \$10/hour discount off said rates, at an initial amount not to exceed \$35,000; and

WHEREAS, because it is anticipated that the contract with Nassau for said expert real estate financial advisory services may exceed \$17,500.00, the requirements of N.J.S.A. 19:44A-20.5 (Local Unit Pay-to-Play Law) may apply; and

WHEREAS, in accordance with the Local Unit Pay-to-Play Law, Nassau has submitted or will submit to the Borough the Political Contribution Disclosure Form, Stockholder Disclosure Certification and Business Entity Disclosure Certification as required; and

WHEREAS, Nassau has also submitted to the Borough a New Jersey Business Registration Certificate, as required; and

WHEREAS, said professional services may be retained without competitive bidding pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

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

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

1. The Borough hereby approves a contract with Nassau Capital Advisors, LLC located at 12 Vandeventer Avenue, Princeton, New Jersey 08542 ("Nassau") to provide the necessary expert real estate financial advisory services as specifically outlined in the August 19, 2025 Proposal submitted by Dr. Robert S. Powell, Jr., which is attached hereto as Exhibit A.

2. Nassau shall be compensated in accordance with the Schedule of Rates in accordance with this resolution in an initial amount not to exceed \$35,000 without further authorization of the governing body.
3. The Mayor and Borough Clerk, together with all appropriate officers, officials and employees, are hereby directed, authorized and empowered to execute a contract with Nassau and to take all steps reasonably necessary to effectuate the provisions and purpose of this resolution.
4. The Borough Clerk shall post to the Borough website at <http://www.montvale.org/publicnotices>
5. This Resolution shall take effect immediately.

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

Adopted: March 12, 2026

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 72-2026**

RE: Amending Resolution No. 181-2025 A Resolution Approving a Contract with Fairfield Maintenance for Fuel Tank Removal Pursuant to State Contract T0849

WHEREAS, the Borough needs to procure the services of a licensed company to remove a fuel tank at Memorial Drive pursuant to the terms of an Administrative Consent Order with the NJDEP; and

WHEREAS, the Borough has determined that the most cost effective manner to contract for these services shall be through a State Contract T0849, and the Borough of Montvale, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State Contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, a Proposal dated September 4, 2025, was received from Fairfield in the amount of \$43,698.50, plus additional line-item costs depending on whether contamination is found, consistent with the pricing on State Contract T0849; and

WHEREAS, a proposal dated March 4, 2026 for a change order #1 from Fairfield in the amount of \$7,606.59 is hereto attached; and

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

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Councilmembers approve the attached Change Order #1 in the amount of \$7,606.59 for extra work to excavate dirt/sludge in trench drain.

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

Adopted: March 12, 2026

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

FAIRFIELD MAINTENANCE

414 Fairfield Road Fairfield, NJ 07004

Energy Fueling & Storage Tank Systems

Sales, Service, Construction & Compliance Testing

T: 973-227-5434 F: 973-227-2527 www.fairfieldmaintenance.com

Invoice #

461700

Date

3/4/2026

Created From:

Sales Order #46421

Terms:

Net 30

Sales Rep:

Al Sisco

Customer PO #

25-01211 CHG-1

Attention:

CHRIS GRUBER

Customer Tel#

(201) 391-5706

Customer Fax#

Bill To

BOROUGH OF MONTVALE
12 DEPIERO DRIVE
MONTVALE NJ 07645
United States

Job Site

BOROUGH OF MONTVALE DPW
1 MEMORIAL DRIVE
MONTVALE NJ 07645
United States

Qty	B/O	Item	Date	Description	Price	Amount
				*** CHANGE ORDER ORDER #1 (SEE APPROVED PROPOSAL SIGNED BY CHRIS GRUBER) ***		
				RE: EXTRA WORK TO EXCAVATE DIRT/SLUDGE IN TRENCH DRAIN TROUGH, POWER WASH TROUGH AND PLACE CONTENTS IN DOT 55 GAL DRUMS FOR DISPOSAL		
				*WORK PERFORMED UNDER THE STATE CONTRACT CONTRACT		
				THE ORIGINAL SCOPE OF WORK INCLUDED THE REMOVAL OF FLOOR DRAIN GRATES AND FILL THE FLOOR DRAIN TROUGH WITH STONE AND CONCRETE TO GRADE. IN ORDER TO REMOVE THE FLOOR GRATES FAIRFIELD HAD TO BREAK EACH INDIVIDUAL FLOOR GRATE WITH A HYDRAULIC HAMMER TO DISLODGE THEM. ONCE THE FLOOR DRAIN GRATES WERE REMOVED IT WAS DETERMINED THEY WERE FULL OF DIRT/SLUDGE (SOLIDS). FAIRFIELD EXCAVATED THE DIRT/SLUDGE IN THE TROUGH, BY HAND, AND STOCKPILED THE DIRT/SLUDGE ON THE FLOOR, INSIDE THE BUILDING. THE VAC/POWER-WASH TRUCK AND CREW POWER WASHED THE TROUGH AND VACUUMED UP THE LIQUID. FAIRFIELD SUPPLIED 5-55 GALLON DRUMS AND FILLED THE DRUMS WITH THE EXCAVATED DIRT/SLUDGE (SOLIDS) INTO SAME, FOR DISPOSAL.		
4	0	PWSC (STD)	1/13/2026	BACKHOE W/OPERATOR	245.29	981.16
1	0	HB	1/13/2026	HYDRAULIC BREAKER REQUIRES BACKHOE /DAY	475.00	475.00
4	0	PWSC (STD)	1/13/2026	SERVICE TECH LABORER (WO)	213.60	854.40
4	0	PWSC (STD)	1/13/2026	SERVICE TECH LABORER (CM)	213.60	854.40
1	0	VACTRUCK	1/13/2026	VAC/POWER-WASH TRUCK AND CREW POWER WASH FLOOR DRAIN TROUGH. INVOICED ON ORIGINAL INVOICE #461698	0.00	0.00
1	0	LIQUIDS	1/13/2026	DISPOSAL OF TROUGH LIQUIDS AND WASH LIQUIDS BILLED AT A RATE OF 1.25/GALLON ON ORIGINAL INVOICE #461698.	0.00	0.00
2	0	Misc	1/14/2026	BACKHOE W/OPERATOR	245.29	490.58
2	0	PWSC (STD)	1/14/2026	LICENSED SERVICE TECH LABORER	213.60	427.20
2	0	PWSC (STD)	1/14/2026	LICENSED SERVICE TECH LABORER	213.60	427.20
5	0	DRUM	1/14/2026	EMPTY 55 GAL DRUM RECD OPEN TOP	183.33	916.65
5	0	Misc	2/2/2026	SCHEDULE DRUM DISPOSAL (NON HAZARD)	276.00	1,380.00
1	0	Misc	2/2/2026	SCHEDULE DRUM TRANSPORT	800.00	800.00

C-04-33-365-B01

We understand that now more than ever, where you purchase material and who you call for service is an important decision. So we just want to say thank you for your continued loyalty to Fairfield Maintenance.

Total 7,608.59
Amount Due \$7,608.59

Any invoice past due shall be subject to the highest service charge and interest rate allowed by law. In the event of default, you the Purchaser will be responsible for all reasonable collection cost and attorney fees associated with the recovery of this debt. Material orders held in excess of 30 days will be invoiced and subject to a 1.5% storage fee per month until such time that the material is shipped. Material returns and or cancelations are subject to a minimum 35% charge plus return freight. Custom fabricated material (MISC) cannot be returned or cancelled under any circumstances and must be paid for in full. The only warranty is the Mfg. warranty, if any.

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 73-2026**

RE: Award Professional Service Contract to Colliers Engineering & Design to Continue Fourth Round Affordable Housing Services

WHEREAS, the Borough of Montvale has deemed it necessary to engage in professional planning services to assist the Borough with ongoing affordable housing compliance; and

WHEREAS, section N.J.S.A. 40A:11-5 of the Local Public Contracts Law, (N.J.S.A. 40A:11-1 et seq.) exempts such professional services from competitive bidding; and

WHEREAS, Colliers Engineering & Design, with offices located at 400 Valley Road, Suite 304, Mt. Arlington, NJ 07856 has submitted a proposal dated March 4, 2026 to provide the planning services which are detailed and attached to the original of this resolution, and

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

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

That the proposal for the scope of planning services is attached to this resolution which is made part of this resolution shall be awarded to Colliers Engineering & Design;

1. That the following be provided: Affordable Housing Services
2. The cost not to exceed shall be \$25,000.00
3. The Planner shall be required to submit itemized bills and payment shall be made based upon services rendered. The rates for this work are in accordance with the hourly contractual agreement with the Borough of Montvale.

BE IT FURTHER RESOLVED, that a copy of this resolution be posted on the Borough website at <http://www.montvale.org/publicnotices> and available for public inspection, in the office of the Municipal Clerk, 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: March 12, 2026

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

March 4, 2026

VIA EMAIL

Joseph Voytus, Administrator
Borough of Montvale
12 DePiero Drive
Montvale, NJ 07645

Proposal for Professional Services
Continuing Fourth Round Affordable Housing Services
Colliers Engineering & Design Project No. MPP-0245A

Dear Mr. Voytus,

Colliers Engineering & Design, Inc. is pleased to submit the following proposal for continued professional planning services to assist the Borough with ongoing affordable housing compliance.

Section I – Scope of Work

The following scope of services is proposed:

Task 1.0 – Affordable Housing Services

Colliers Engineering & Design will perform the following tasks, as requested by the Borough, Affordable Housing Attorney, and/or Court:

1. Revise the 2025 Housing Element and Fair Share Plan to align with the approved Mediation Agreements.
2. Prepare ordinances to effectuate the zoning contained in the Mediation Agreements and to update the Borough's Development Fee and Affordable Housing Ordinances.
3. Update the Borough's Spending Plan.
4. Prepare any other documents as mandated by the Mediation Agreements, the Program, and/or the Courts.
5. Attend Subcommittee, Planning Board, and Council meetings as requested.
6. Prepare for and testify at any necessary Court hearings, including, but not limited to, mediation sessions.
7. Coordinate and meet with the Borough Attorneys, Affordable Housing Attorneys, Administrative Agent, Affordable Housing Sub-committee, and Borough Officials as needed.
8. Assist with implementation of the rehabilitation program and affordability assistance programs.
9. Support and coordinate with the Borough on new affordable housing mechanisms.
10. Any other work as directed by the Borough regarding affordable housing.

Section II – Schedule of Fees

The above tasks shall be invoiced on an hourly basis in accordance with the rates in the Schedule of Hourly Rates that are in effect, and included in the professional services agreement between the Borough and Colliers Engineering & Design, when the work is completed. These tasks will be completed as needed and requested, up to the maximum upset fee. The fee below is an estimate of what we believe should be budgeted to assist with the ongoing affordable housing issues. However, it is possible that the work required by the Borough (and/or the Program or Courts) may exceed this amount. We will not exceed the amount below without prior written authorization from the Borough. The maximum upset fee for this proposal is as follows:

Task Name	Fee
Affordable Housing Services	\$ 25,000.00

All work shall be invoiced in accordance with the terms and provisions of the agreement between the Borough and Colliers Engineering & Design for professional services.

Colliers Engineering & Design will commence work upon receipt of either a resolution approving the proposal or a copy of the executed client authorization in Section III below.

We want to thank the Borough for providing the opportunity to perform this most important work. If you have any questions or clarifications regarding the scope of work, please do not hesitate to call our office.

Sincerely,

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



Darlene A. Green, PP, AICP
Borough Planner



Daniel Bloch, PP, AICP, EADA
Regional Discipline Leader | Planning

cc: Jeanne Fondacaro, Planning & Zoning Board Land Use Administrator (via email)

Section III – Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

R:\Projects\M-P\MPP\MPP0245\X260304dag_prop_MPP0245A.docx

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 74-2026**

RE: Amending Resolution No. 01-2026 Cash Management Plan

WHEREAS, N.J.S.A. 40A:5-14 requires that each local unit adopt a Cash Management Plan and that such plan be approved annually by majority vote of the governing body, and

WHEREAS, the Borough has been advised by the Municipal Excess Liability Joint Insurance Fund and the Municipal Excess Liability Fund that compliance with the MEL's JCM Banking Best Practices governing Wire Transfers, ACH Payments and Check Issuance is required as part of the Borough's internal controls and annual Cash Management Plan; and

WHEREAS, the Borough further recognizes that failure to adopt and fully utilize such banking best practices may result in increased deductibles, coinsurance, denial of claim, or other adverse coverage consequences in connection with crime, computer fraud, funds transfer fraud, forgery, social engineering, or similar losses; and

NOW THEREFORE, BE IT RESOLVED, that the following Cash Management Plan of the Borough of Montvale be and hereby is adopted as amended:

A. DESIGNATION OF OFFICIAL DEPOSITORIES:

The following financial institutions are designated official depositories:

Valley Bank
Bank of America
N.J. Cash Management Fund
TD Bank

2. Designated Official depositories are required to submit to the Chief Financial Officer of the Borough of Montvale a copy of the State of New Jersey, Department of Banking, Governmental Unit Deposit Protection Act Notification of eligibility, which must be filed semiannually in the Department of Banking as of June 30th and December 31st of each year. Said Notices must be available for annual audit.
3. Designated official depositories are required to submit to the Chief Financial Officer a copy of institution's "Annual Report" on an annual basis.

B. DEPOSIT OF FUNDS

All funds shall be deposited within Forty-Eight (48) hours of receipt in accordance with State statute.

1. Operating funds shall be deposited into interest bearing accounts to maximize interest earnings.

2. Capital and Debt service funds may be deposited into interest bearing accounts. Non-Interest bearing accounts shall be regularly monitored for the availability of funds for investment.
3. Trust funds may be deposited into interest bearing accounts in accordance with the State statutes regulating the deposit of developer's escrow deposits. Non-Interest bearing accounts should be regularly monitored for availability of funds for investment except where either State or Federal laws prohibit the earning of interest on such funds.
4. Payroll and agency remittance funds shall be maintained in regular checking accounts, only insofar as they serve to compensate the bank for payroll data processing services.

C. DEFINITION OF ALLOWABLE INVESTMENT INSTRUMENTS:

The Borough may permit deposits and investments in such depositories as permitted in Section 4 of P.L. 1970, Chapter 236 (C.17:9-44) and other instruments specified below:

1. United States Treasury Bills (T-Bills)
2. Borough of Montvale Bonds or Notes
3. Commercial Bank Deposits and Certificates of Deposit (CD's)
4. Repurchase Agreements (Repo's)
5. Investments in Savings and Loan Association
6. United States Government Agency and Instrumentality Obligations
7. State of New Jersey Cash Management Fund
8. School District Obligations

D. DEFINITION OF ACCEPTABLE COLLATERAL AND PROTECTION OF BOROUGH ASSETS

1. All designated depositories must conform to all applicable State statutes concerning depositories of Public Funds.
2. All depositories shall obtain the highest amount possible F.D.I.C. and/or F.S.L.I.C. coverage of all Borough Assets (Demand and Certificate of Deposit)
3. Collateral will be required for all deposits and investments of the Borough, except for those in the State Cash Management Fund, collateral must have a market value of not less than 100 percent of all deposits and investments.
4. For pledges by depositories on Borough Funds, the following securities will be considered acceptable for pledges:
 - a. Any security backed by the U.S. Government
 - b. Any direct obligation of any taxing authority within the Borough of Montvale
 - c. Real Estate Mortgage Loans for Real Estate property located within the Montvale market area. Pledges of Real Estate Mortgage Loans shall be maintained at a market value of 115 percent of deposits
 - d. All pledges of collateral must be indicated on an advice copy of the investment instrument which shall be forwarded to the Chief Financial Officer or Treasurer

E. COMPENSATING BALANCE AGREEMENTS:

Where compensating balances are used to offset bank expenses, an agreement between the bank and the Borough shall be executed, specifying the charge for each service. Said agreement shall be reviewed annually.

F. REPORTING PROCEDURES:

The Chief Financial Officer shall prepare for the Mayor and Council of the Borough of Montvale the following investment reports:

1. MONTHLY REPORTING: A detailed listing of all investments purchased in the prior month, specifying the amount, interest percent per annum, number of days, period of investment and maturity date, interest amount at maturity and financial institutions with which investment is placed. This report shall be broken down by fund.
2. QUARTERLY REPORTING: A detailed summary analysis of all investments by fund, specifying the quarterly interest rate earned, quarterly interest earned on NOW and Savings Accounts and Year-To-Date total interest earnings.
3. The Treasurer shall prepare a schedule of outstanding investments for the independent auditors as of December 31st of each year and at other such times as required by the auditors.
4. The Treasurer shall also periodically provide analysis of average daily balances in interest bearing checking accounts vs. other investment vehicle potential.
5. All such reports may include a comparison of current investment income vs. forecast, prior year or market conditions.

G. DIVERSIFICATION REQUIREMENTS:

The Chief Financial Officer and Treasurer shall closely examine investments to guard against the effects of a financial institution going into default. This may be accomplished through the practice of spreading the investments around in various designated official depositories.

H. MAXIMUM MATURITY POLICY:

Investments shall be limited to a maturity not to exceed one year on all operating funds unless a longer maturity is permitted within the provision of regulation promulgated by either the Federal or State Governments.

I. INVESTMENT PROCEDURES:

Bids for Certificates of Deposit and Repurchase Agreements will be solicited of at least three (3) designated depositories only if the amount is \$100,000 or greater.

Telephone bids will be solicited of designated depositories by the Chief Financial Officer or Treasurer or designated staff member.

The depository shall specify the principal amount of the investment bid on, interest rate and number of days used to calculate the interest to be paid upon maturity.

Interest paid shall be from the date the bid was awarded to the date of maturity.

All bidders may request the results of the bid after the bid is formally awarded.

A check or wire transfer of funds will be made available to the winning bidder on the same business day the bid is awarded.

Each quotation shall be documented to record the date and time of quote, the parties in the discussion, the instrument(s), maturities and rates. A bid form of the Borough may be used.

Electronic transfers of funds, including wire transfers and ACH payments, shall be subject to the additional controls and approval procedures set forth in Section K of this Plan.

J. RETURN ON INVESTMENT:

Where the return on a proposed investment does not exceed the cost of making said investment by a minimum amount the Chief Financial Officer and/or Treasurer will not make the investment. The Chief Financial Officer and/or Treasurer shall have the discretion to award an investment to the bank wherein the funds reside, should that bank's quoted rate be less than other quoted rates received in the event that the differential in interest rates is less than 25 basis points, and providing that the term of the investment is less than fifteen (15) days.

K. CONTROLS:

When possible, the internal controls should provide for a separation of the investment placement functions and the accounting activity. Controls must be designed for telephone orders, wire transfers and securities safekeeping. Only specifically designated personnel shall be allowed to conduct this part of the transactions, and all activity should be subject to immediate written confirmation by the designated depository. The Treasurer shall review each day's activity.

The Borough will follow the MEL's JCMl Banking Best Practices governing Wire Transfers, ACH Payments and Check Issuance. The Chief Financial Officer shall further confirm that the Borough's financial institution(s) will adhere to these requirements.

The following banking controls and procedures shall apply to all wire transfers, ACH payments and check issuance, unless a stricter policy or banking control is imposed by the Borough or required by law:

- a. The Borough shall designate at least two authorized individuals for wire transfers and ACH payments, with one authorized individual responsible for initiating the transaction and a second authorized individual responsible for approving or confirming the transaction.
- b. The confirming individual shall utilize a separate platform from the one used to initiate the transaction, such as a telephone call, SMS/text message, or other separate authentication method, and not an email transmitted on the same network.
- c. Free form wire transfers and ACH payments shall be blocked. Only approved templates shall be used, and the creation or modification of any template shall be subject to the same approval and confirmation process required for the underlying transaction.

- d. All authorized users shall utilize multi-factor authentication and such additional verification procedures as required by the Borough's banking institution, including verbal confirmation using contact information independently on file and not contact information contained in an email relating to the transaction.
- e. For each wire transfer or ACH payment, the Borough shall, to the extent applicable, maintain a record identifying the transaction template, the recipient or vendor, the name and title of the person contacted, the telephone number used, the names of the Borough representatives who authorized and confirmed the transaction, the receiving bank information, the routing number, the account number, the dollar amount, and confirmation of completion of the transaction.
- f. A memorialized record of each wire transfer and ACH payment shall be maintained by the Chief Financial Officer and made available for audit.
- g. A detailed description of all wire transfers and ACH payments shall be maintained by the Chief Financial Officer and made available for review by the Borough Administrator and Municipal Clerk upon request.
- h. The Borough shall verbally confirm, where practicable, within twenty-four (24) hours with the receiving vendor or entity that the funds were credited to the proper account.
- i. Wire transfers shall be restricted to infrequent, emergent, or otherwise necessary transactions, including real estate transactions, and shall not be used for routine vendor payments where ACH, check, or other more secure payment methods are reasonably available.
- j. The Borough shall establish reasonable dollar limits, blocks, alerts, and other fraud prevention controls within its banking system, including restrictions on international wire authority unless expressly approved.
- k. The Borough shall require the use of Payee Positive Pay, or other comparable fraud-prevention service offered by the Borough's depository, for checks and ACH transactions where available.
- l. The Chief Financial Officer or designee shall review overnight transactions, daily balances, and banking alerts on a daily basis in order to identify unusual transactions or suspicious activity.
- m. Any suspicious activity shall be reported immediately to the Borough's banking institution, the Chief Financial Officer, and the appropriate administrative officials.

L. BONDING:

The following officials shall be covered by surety bonds; said surety bonds to be examined by the independent auditor to insure their proper execution:

Tax Collector
Treasurer
Municipal Court Administrator

Deputy Municipal Court Administrator
Magistrate

Staff members of the Department of Finance not covered by separate surety bonds shall be covered by a Public Employee's Faithful Performance Bond in the minimum amount of \$50,000.00

M. COMPLIANCE:

The Cash Management Plan of the Borough of Montvale shall be subject to the annual audit conducted pursuant to N.J.S. 40A:5-4. Compliance with the Borough's adopted banking best practices and internal controls for wire transfers, ACH payments and check issuance shall be subject to annual audit and internal review.

N. The official charged with the custody of the monies of the Borough of Montvale shall deposit them as designated by the Cash Management Plan and shall thereafter be relieved of any liability or loss of such monies due to the insolvency or closing of any depository designated in the Cash Management Plan pursuant to N.J.S. 40A:5-14.

P. Where a conflict exists between this Cash Management Plan and State statute, the applicable State statute shall apply.

Q. The Cash Management Plan shall be subject to the approval of the Borough Attorney.

BE IT FURTHER RESOLVED, that the MEL/JCMI Banking Best Practices memorandum concerning Wire Transfers, ACH Payments and Check Issuance, together with any implementing internal procedures approved by the Chief Financial Officer, is hereby attached to and incorporated into this Cash Management Plan as Exhibit A.

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

Adopted: March 12, 2026

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

MEMORANDUM

TO: All Members of the Municipal Excess Liability Fund

FROM: Fred Semrau, Fund Attorney
Dave Grubb, Executive Director
Joe Hrubash, Executive Director
Paul Shives, Safety Director
Pauline Kontomanolis, Chief Accounting Officer
Ed Cooney, Underwriting Manager

DATED: December 2023

RE: MEL's JCMI Banking Best Practices - Wire Transfers, ACH Payments
(Automatic Clearing House) and Check Issuance.

Dear Covered Entity:

Wire transfer fraud cyber-attacks cost U.S. businesses billions of dollars each year. A number of covered entities have experienced breaches to their information systems related to wire transfers with financial institutions that have resulted in losses that far exceed their crime and cyber insurance coverage. Many of these events could have been avoided by applying vigilant oversight and compliance with "best practice" guidelines.

The following is a list of best practices that the MEL JCMI requires the JCMI and MEL affiliated members to review and implement with their Administration, Chief Financial Officer, and lending institution to ensure all necessary protections are in place. Failure to adhere to these required practices may lead to an increase in deductible, denial of claim or termination of coverage.

Best Practices for Wire Transfers and ACH Payments

1. **Review contracts with financial institutions** – Your entity's legal counsel must immediately review all agreements and be certain that the "presumptive liability" is placed on financial institutions that process wire transfers and ACH payments.
2. **Confirm receipt of Best Practices** – Verify that your Chief Financial Officer has reviewed each of these practices and provides specific "no exception guidelines" as to wire transfer and ACH payment policy and procedures.
3. **Include Best Practices in Annual Cash Management Plan** – Require that your Chief Financial Officer includes the entire Best Practices for Wire Transfer, ACH Payments, and Check Issuance protocol as part of the Annual Cash Management Plan pursuant to N.J.S.A. 40A:5-14, which is required to be adopted annually by the governing body.
4. **Establish specific wire transfer and ACH payment requirements** – Wire transfers payments are completed the same day while ACH payments take 1-2 business days for the transaction to be completed. Banking institutions have

indicated that ACH payments are more secure than wire transfers. The following requirements must be part of your wire transfer and ACH payments policy:

- a. Identify at least two authorized individuals in the covered entity who are authorized to execute and confirm wire transfers and ACH payments respectively. The Official with financial administrative rights that is tasked with this process is required to have an appropriate level of responsibility. This official will set up the wire transfer or the ACH payment and the other official, also with an appropriate level of responsibility will authorize the release of the wire or ACH payment directly with the bank utilizing a separate platform other than the electronic platform utilized to initiate the wire, i.e., Telephone call or Phone Text, not an email on the same network.
- b. Free form wire transfers and ACH payments must be blocked in the banking system. Only wire transfers where an approved wire or ACH template is authorized are allowed. Wire and ACH Template authorizations should go through the same approval process as noted in a. above, wherein the Finance office initiates and the Administrative office confirms. Also, any changes to a template must be authorized using this same process. A wire transfer or ACH payment requires at least two forms of verification from the vendor bank before a transfer can be authorized. The verification should include: (i) Multi-factor authentication for each authorized user; (ii) user verbal authorization and verbal confirmation using phone contact information on file, not the phone number in an email; and (iii) a limited email exchange to confirm the wire transfer. The additional factor(s) can be a text with a code sent to an authorized user's smartphone, a hard token, or biometrics. The email exchange shall never contain specific information relating to the actual contents of the transfer.
- c. For all wire/ACH transfer of funds, the following information is required:
 - i. Must create a template for all transactions.
 - ii. Name of person spoken to, including the recipient vendor title and telephone number.
 - iii. Name of the two individuals from the covered entity that verbally and in writing confirmed the authorization of the transfer, and the receiving bank information, including routing number, account number and dollar amount.
 - iv. Confirming telephone call to vendor/receiving entity verifying transfer authorization, receiving bank information including routing number, account number and dollar amount.
 - v. Memorialization of the transfer and confirmation of completion of the transaction.
 - vi. Exception to the above is when a recurring transaction with an established template is transacted, steps iii-v will not have to be completed.
- d. Memorialization of each transfer/payment must be filed with the Chief Financial Officer/JIF treasurer and made available for audit.

- e. A detailed description of all wire transfers and ACH payments must be filed with the Chief Administrative Officer and the Clerk.
- f. Verbally confirm, within 24 hours, with receiving vendor/entity that the funds were credited to their account.
- g. Entities are required to establish a policy restricting the frequency of wire transfers to infrequent or emergent matters, and real estate transactions, rather than for routine payments to vendors. The frequency of fraudulent transactions for wire transfers is far greater than for checks. Templates must be set up for wire transfers and ACH payments.
- h. Entities are required to placing a dollar limit on wire transfers and ACH payments that is reasonable to your size entity but recognize when setting that limit that your coverage is limited to the maximum coverage of the crime policy and your entity will be responsible for any losses between the coverage limits and the wire limit you set.
- i. Establish on-line banking alerts for all wires & ACHs changes to a template. The online banking policy must include a requirement that the wire/ACH is not released until the recipient of the alert approves it.
- j. Covered entities are required to restrict all permissions on international wires. Authorized users are required to set up the restrictions on the banking institution's on-line system.
- k. Each Chief Financial Officer must utilize blocks and alerts in their banking system to ensure that any transactions not specifically authorized will be flagged by the banking system, and the Chief Financial Officer must authorize each flagged transaction. **The use of a Payee Positive Pay system for all checks and ACH transactions is required.** Additionally, daily review of overnight transactions and balances to identify any unusual transactions or events is strongly recommended.
- l. Notify the bank and Chief Financial Officer/Treasurer/Responsible individual immediately if suspicious activity is detected.

Cyber Insurance and Wire Transfers

Generally speaking, wire transfer fraud is considered a theft and there may be limits of up to \$250,000 depending on the incident. That leaves a potential gap for significant exposure to . There are important coverage contingencies in many policies, such as that the coverage will apply only if you "**properly verify the instructions to transfer such assets by following a prearranged procedure to authenticate the request.**" The bottom line is, insurers have been moving to restrict or eliminate coverage altogether, especially if proper controls are not in place. Many of the losses that we are seeing today throughout government agencies are easy to prevent, but also easy to create significant losses. Prudent controls must be implemented to protect our members and covered entities and minimize exposure, as well as to qualify for coverage.

Conclusion

In conclusion, we would ask that you thoroughly review this memorandum and ensure that your legal counsel, Administration and Chief Financial Officer have, at a minimum, adhered to these best practices.

If you have any questions, please do not hesitate to contact the undersigned.

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 75-2026**

RE: Award Contract to 10-75 Emergency Vehicles for the Upfitting To Fire Department Vehicle on State Contract 17-FLEET-00743

WHEREAS, the Mayor and Council approved the purchase of a 2024 Ford F150 4 X 4, Resolution No. 186-2023 for the Fire Department; and

WHEREAS, the Borough of Montvale deemed in necessary to upfit this vehicle for the purposes intended; and

WHEREAS, 10-75 Emergency Vehicles, 14 First Ave., Unit 3, Haskell, NJ 07420 is the State Contract vendor selected to do said upfitting to this vehicle; and

NOW THEREFORE, BE IT FURTHER RESOLVED, the Mayor and Council authorize the Borough to award the State Contract 17-FLEET-00743 to 10-75 Emergency Vehicles for a not to exceed amount of \$55,576.87 for the upfitting of this vehicle; and

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

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

Adopted: March 12, 2026

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

C-04-55-535-B04 - \$34,500.00
C-04-55-497-D02 - \$4,940.85
C-04-55-470-D00 - \$16,136.02

10-75 Emergency Vehicles
14 First Ave
Unit 3
Haskell, NJ 07420

Local: 973-556-5729



Toll Free/Fax: 877-614-7187
www.1075vehicles.com

10-75 Emergency Vehicles
2065A Harlem Road
Cheektowaga, NY 14212
Local: 716-714-9148

SCAN THE QR CODE
TO MAKE A
PAYMENT



Estimate

Date	Estimate #
1/12/2026	35231

Customer
Boro of Montvale 12 Mercedes Drive Montvale, NJ 07645

New Jersey State Contract Vendor Contract T0106
TecNiq Inc: Class-Item 055-79
10-75 Custom Storage Solutions: Class-Item 055-79
17-FLEET-00743

Terms	Rep	Project
Net 30	RD	Fire Department

Item	Description	Qty	Cost	Total
	Section 1: General Information Vehicle: 2024 Ford F150, 5.5ft Bed, Crew Cab 3.5l v6 Color: TBD Supplied By: Customer			0.00
Cabinet	Customer install cap	2	825.00	1,650.00
Cabinet	Install 3/4 plywood sprayed TOUGHcoat RED to side toolboxes Urethane coat bottom of cap toolboxes, gray	2	515.625	1,031.25
SO-ENNLB 54"	Section 2: Roof Lighting Soundoff Signal Nforce NXT 54" Lightbar 54"/137cm 9-32 VOLT NFORCE NXT LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY /T36/D12/D12/D12/D12/D12/D12/D12/T36/ /RGW/R_W/R_W/R_W/R_W/R_W/R_W/R_W/R_W/ [T09]--GRT--[GRT]--GRT--- --GRT---[O-GRT--[T09] [RGW]--CLR--[CLR]--CLR--- --CLR---[O-CLR--[RGW] /T36/D12/D12/D12/D12/D12/D12/D12/T36/ /RGW/R_A/R_A/R_A/R_A/R_A/R_A/R_A/R_A/RGW/ Domes - Polycarb [D6 12 12P] Accessories - PNFLBSPLT1, AUTO-DIM Mount - Extra Low Fixed Height Mount (PNFLBK10) Hook - NONE QSF014096 White on with take down, left alley, right alley, and rear scene Flashing White off in park No flashing white to rear	1	2,859.45	2,859.45
SO-EMPSG2STS5RAW	Soundoff Signal mPOWER 4" 3-Wire Data, Stud Mount, Black Housing, 18 LED Red/Amber/White Mounted rear cap upper Flash RA No WHite flash WHite on reverse White on rear scene	6	149.60	897.60
	Section 3: Emergency Lighting & Signals			0.00

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Customer agrees to pay amount at stated terms

Subtotal
Sales Tax (0.0%)
Total

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14 First Ave
Unit 3
Haskell, NJ 07420

Local: 973-556-5729



Toll Free/Fax: 877-614-7187
www.1075vehicles.com

10-75 Emergency Vehicles
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Local: 716-714-9148

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New Jersey State Contract Vendor Contract T0106
TecNiq Inc: Class-Item 055-79
10-75 Custom Storage Solutions: Class-Item 055-79
17-FLEET-00743

Terms	Rep	Project
Net 30	RD	Fire Department

Item	Description	Qty	Cost	Total
Setina-design	Setina PB450L6 2024 Ford F150, 5.5ft Bed, Crew Cab 3.5l v6 Aluminum Full Sized Light Ready 6forward-facingg mpower 1 per side mpower	1	1,207.14	1,207.14
freight	Freight Charges	1	275.00	275.00
SO-EMPSCG2STS4D	Soundoff Signal mPOWER 4", 3-Wire Data, Stud Mount, Black Housing, 12 LED Red/White Mounted push bumper White on with take down Flashing White off in park	6	134.75	808.50
SO-EMPSCG2STS4D	Soundoff Signal mPOWER 4", 3-Wire Data, Stud Mount, Black Housing, 12 LED Red/White Mounted side push bumper White on with alley Flashing White off in park	2	134.75	269.50
SO-ETHFSS-NYPD-75	Sound Off Signal Isolation Headlight Flasher, (for systems requiring electrical isolation), 4 ft Matting Harness & Weatherproof Connectors Flashing White off in park	1	104.50	104.50
SO-EMPSCG2STS4D	Soundoff Signal mPOWER 4", 3-Wire Data, Stud Mount, Black Housing, 12 LED Red/White alley Mounted front fender White on with alley Flashing White off in park	2	134.75	269.50
SO-EMPSCG1QMS3D	Soundoff Signal mPOWER 3", 3-Wire, Quick Mount, Arrow Kit and Connect-n-Go, Black Housing, 8 LED Red/White Mounted to mirror White on with alley Flashing White off in park	2	120.45	240.90
SO-PMP1BKUMB6	Soundoff Signal Under Mirror Mount Kit, utilizes wedges only no bracket, Standard & Tow Mirrors (Tow require 2 kits) for installation on Ford F-150 Police Pursuit & Civilian Vehicles 2021 for use with 3" Quick Mount	4	13.0625	52.25

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TecNiq Inc: Class-Item 055-79
10-75 Custom Storage Solutions: Class-Item 055-79
17-FLEET-00743

Terms	Rep	Project
Net 30	RD	Fire Department

Item	Description	Qty	Cost	Total
SO-ESLRL6105D	Soundoff Signal SL Running Light, 61" - 5 Module, Dual Color Red/White Mounted running board White on with alley Flashing White off in park	2	343.20	686.40
SO-PSLVBK02	Soundoff Signal Mounting Kit for SL Running Light (Frame Mount) includes: Bracket & Hardware Kit, Ford F-150 2015-2023 (only for Black Platform Running Boards, Step Bars in Chrome and Accent-Color, or Angular Step Bars in Accent-Color, Chrome and Stone Gray)	2	39.05	78.10
SO-EMPSCG2QMS4D	Soundoff Signal mPOWER 4", 3-Wire Data, Quick Mount, for mPOWER Arrow Kit/Connect-n-Go, Black Housing, 12 LED, Red/White Mounted 2 per side cap upper White on with alley Flashing White off in park	4	134.75	539.00
SO-PMP2WDG35B	Soundoff Signal 35 Degree Wedge, Black, mPOWER 4" Quick Mount Light	4	6.7925	27.17
SO-EMPSCG2STS4D	Soundoff Signal mPOWER 4", 3-Wire Data, Stud Mount, Black Housing, 12 LED Red/White Mounted rear fender White on with alley Flashing White off in park	2	134.75	269.50
SO-EMPSCG2STS5RAW	Soundoff Signal mPOWER 4" 3-Wire Data, Stud Mount, Black Housing, 18 LED Red/Amber/White Mounted rear cap vertical White on with reverse White on with rear scene NO FLASHING WHITE Flashing Red/Amber	4	149.60	598.40
SO-EMPSCG2STS5RAW	Soundoff Signal mPOWER 4" 3-Wire Data, Stud Mount, Black Housing, 18 LED Red/Amber/White Mounted to bed of truck below cap door White on with reverse White on with rear scene NO FLASHING WHITE Flashing Red/Amber	2	149.60	299.20

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10-75 Custom Storage Solutions: Class-Item 055-79
17-FLEET-00743

Terms	Rep	Project
Net 30	RD	Fire Department

Item	Description	Qty	Cost	Total
Tahoe Reverse Upgrade	Flash reverse lamps via blueprint flash parking lamp via blueprint 2021- + Tahoe Reverse Bulb Upgrade			149.64
	Section 4: Audible Warning			0.00
SO-bluePRINT SO-ENGSA5200RSR	Soundoff Signal bluePRINT 500 series, Remote Knob 200 Watt Siren Control Panel Beeping with Compartment Open	1	1,042.80	1,042.80
SO-PUVBBJ00	Soundoff Signal UNIVERSAL LIN BREAKOUT BOX ASSY	1	108.35	108.35
SO-ENGND04101	Sound Off Signal bluePRINT Remote Node	4	249.70	998.80
SO-ENGLMK013	Soundoff Signal Link Module 2023+ Ford Super Duty	1	389.40	389.40
SO-ENGHNK07	Soundoff Signal 3-Wire Isolation Module	6	93.50	561.00
SO-ENGSYM01	Soundoff Signal bluePRINT Sync 1.0	1	278.85	278.85
3-wire-harn	3 wire Soundoff mPOWER wire harness adapter. 1 per pair of lights	15	12.50	187.50
				3,566.70
2W809	Light Duty Foot Switch, SPDT Contact Form, Mounted to floor	1	89.48	89.48
SO-ETSA200RW	wired to blueprint to control 200R Sound Off Signal 200 Series Compact Siren w/ Remote Amplifier & Remote Switch Panel, w/ Delphi Connector Wired to blueprint for air horn	1	252.37	252.37
SO-ETSS100J5	Sound Off Signal 100J Speaker (5 Year warranty)	3	235.64667	706.94
SO-ETSSVBK09	Soundoff Signal 100J Series Speaker Bracket (only - no drill) capable of holding up to two speakers for the Ford F-150 Police Pursuit, Special Service & Civilian Vehicles 2022, Bumper Mount	1	42.32	42.32
SO-Aftershock SO-ETSKLF101	Soundoff Signal LF Aftershock Siren System, 100 watt speaker, amplifier and universal bracket	1	535.70	535.70
SO-ETSSLFVBK11	Soundoff Signal Aftershock Low Frequency Speaker, Frame Mount Bracket (no drill), Ford F150 2018-2020, 2 speakers	1	52.77	52.77
	Soundoff Signal Aftershock Low Frequency Siren System			588.47
SO-ECVDMLTAL00	Section 5: Scene & Interior Work Lighting Soundoff Signal LED Dome Light, 6" Round, Clear Lens, Red/White LEDs, 10-30v Mounted front headliner	1	74.25	74.25

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New Jersey State Contract Vendor Contract T0106
TecNiq Inc: Class-Item 055-79
10-75 Custom Storage Solutions: Class-Item 055-79
17-FLEET-00743

Terms	Rep	Project
Net 30	RD	Fire Department

Item	Description	Qty	Cost	Total
FT-CU-HD48-RW	FireTech 48" STRIP LIGHT. HEAVY DUTY. 19.2W. RED AND WHITE LEDS. Mounted inside bed area high	2	353.925	707.85
FT-CU-HD24-RW	FireTech 24" HD compartment strip light, Black housing, Red/White LEDS Mounted rear hatch door,	2	160.875	321.75
Switch-Door Pin C-SW	Door Pin Switch	1	15.00	15.00
Switch-44306	Carling 2-Light, SPDT, On-Off-On, 12VDC/20A Rocker Switch	1	17.78	17.78
VVPZCYT-51B	CUSTOM TEXT BAR ROCKER ONLY Top (White Scene) Bottom (Red Scene)	1	17.75	17.75
				35.53
FT-CU-HD48-RW	FireTech 48" STRIP LIGHT. HEAVY DUTY. 19.2W. RED AND WHITE LEDS. Mounted 1 per side toolbox	2	353.925	707.85
Switch-Door Pin C-SW	Door Pin Switch	2	15.00	30.00
Switch-44306	Carling 2-Light, SPDT, On-Off-On, 12VDC/20A Rocker Switch	2	17.78	35.56
VVPZCYT-51B	CUSTOM TEXT BAR ROCKER ONLY Top (White Scene) Bottom (Red Scene)	2	17.755	35.51
				71.07
SO-EWL30514ST	Soundoff Signal GOLIGHT, Permanent Mount, wireless handheld remote, Black Housing, Spot Beam w/White LEDS Mounted to roof of vehicle	1	944.90	944.90
	Section 6: Other Vehicle Options			0.00
WAR32966	Warn QUICK CONNECT REAR POWER CABLE 24' Mounted rear	1	402.48	402.48
SL-44305	Streamlight Vulcan 180 Vehicle Mount System - 12V DC direct wire, Yellow - Div 2 Mounted rear cabinet Wired Constant	2	359.15	718.30
	Section 7: Vehicle Electrical			0.00

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Estimate

Date	Estimate #
1/12/2026	35231

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New Jersey State Contract Vendor Contract T0106
TecNiq Inc: Class-Item 055-79
10-75 Custom Storage Solutions: Class-Item 055-79
17-FLEET-00743

Terms	Rep	Project
Net 30	RD	Fire Department

Item	Description	Qty	Cost	Total
10-75 Standard Electrical	10-75 Standard Electrical System -Provide and install all necessary wiring, connectors, and custom harnesses as required. -All equipment shall be installed as per manufacturer's specifications. -All wiring will be GXL SAE J1128 wire, custom cut, and function printed every 4", and run for the equipment installed -All wiring shall be separate and isolated from the vehicles electrical system and shall not utilize the vehicles factory wiring harness. -Wiring will be covered in black split loom with a gray stripe to identify it from the factory wiring harness, and will be rated up to 257 degrees Fahrenheit	1	2,550.00	2,550.00
1st In-EC-F150-CC-PI	Electronics Compartment Ford F150 Series SuperCrew (Crew Cab), With Inverter, HDPE	1	730.00	730.00
	Section 8: Communications Install (3) customer supplied single head radios. Customer to supply antennas			0.00
Antenna-Cable ANTENNA-332348	Pctel zinc die cast, 3/4" hole mount, high performance, water resistant, for frequencies up to 3 GHz, 17' Pro-FLEX Plus 195 cable. No connector	3	23.69333	71.08
ANTENNA-CON MINI U...	Terminate at mini-uhf male, RG58, 141 Terminate at: Please Specify	3	2.17667	6.53
	Install customer supplied portable charger Front Console			77.61
	Section 9: Front Console			0.00
10-75-Console 1st in-CC-F15022-2P	Center console for 2022+ Ford F150(without factory console and with electronic 4x4 Shifter). Console includes a recessed black plastic faceplate and raised padded arm rest HDPE Version	1	850.00	850.00
CUP-2	HDPE Dual Internal Cup Holder, with cell phone holder	1	60.00	60.00
PKT-1	HDPE Internal Accessory Pocket, 3 Inch	1	55.00	55.00
BS-1016	Blue Sea Systems Dual USB Charger Socket	1	50.00	50.00
BS-1011	Blue Sea Systems 12 Volt Dash Socket	1	28.00	28.00
				1,043.00
	Section 10: Rear Command Cabinet Work Area			0.00

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Sales Tax (0.0%)

Total

10-75 Emergency Vehicles
14 First Ave
Unit 3
Haskell, NJ 07420

Local: 973-556-5729



Toll Free/Fax: 877-614-7187
www.1075vehicles.com

10-75 Emergency Vehicles
2065A Harlem Road
Cheektowaga, NY 14212
Local: 716-714-9148

SCAN THE QR CODE
TO MAKE A
PAYMENT



Estimate

Date	Estimate #
1/12/2026	35231

Customer
Boro of Montvale 12 Mercedes Drive Montvale, NJ 07645

New Jersey State Contract Vendor Contract T0106
TecNiq Inc: Class-Item 055-79
10-75 Custom Storage Solutions: Class-Item 055-79
17-FLEET-00743

Terms	Rep	Project
Net 30	RD	Fire Department

Item	Description	Qty	Cost	Total
Cabinet-plastic-1/2	Rear upper radio compartment	1	420.00	420.00
BS-1011	Blue Sea Systems 12 Volt Dash Socket	1	28.00	28.00
BS-1016	Blue Sea Systems Dual USB Charger Socket	1	50.00	50.00
10-75 Command Cabinet	10-75 Storage Solutions Fire Command Cabinet As per supplied drawing. Featuring: TOUGHcoat Accuride 500lbs Drawer Slide (with lock) HDPE Drawer Face	1	7,700.00	7,700.00
SM3-HD-44W-62D IMS5 ...	Slidemaster Steel, 3-rail, 2,000lb distributed capacity, 100% extension, 62in deep by 44in wide, IMS push/pull lock,	1	1,935.00	1,935.00
Wire Chain 1	Slidemaster Wire Chain, 62" Length	1	215.00	215.00
Graphics	Section 11: Graphics and Lettering Custom Reflective Graphics as per supplied drawing shall be: -3M Scotchlite Premium Reflective vinyl -Custom cut via CNC machine -1 piece (no seams or overlaying materials)	1	2,240.00	2,240.00
10-75 Warranty	Section 12: Warranty Standard 5 year/60,000 miles warranty		0.00	0.00
Labor125	Labor, State Contract Supply and Installation of the above equipment unless other wise noted. Provide and install equipment to facilitate full and proper working conditions of above emergency equipment. New Jersey State Contract Vender T0106, 17-FLEET-00743	136	125.00	17,000.00

Quotes are valid 30 days from above date unless otherwise noted. All work is to be completed at one of our facilities unless otherwise noted. A 25% deposit will be required on all special order items. There is a 20% restocking fee on items returned. Customer supplied items carry only the manufacturer's warranty. Broken customer supplied items will be repaired for additional cost to the customer. If requested to drill holes into a fixture (ie. headlight, taillight, housing, etc.), we do not warranty any issues that may arise from making these modifications (ie. moisture, lighting failure, etc). Customer Approval (Print, Sign, and Date):
Customer agrees to pay amount at stated terms

Subtotal	\$55,576.87
Sales Tax (0.0%)	\$0.00
Total	\$55,576.87

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 76-2026**

RE: Award Professional Service Contract to Colliers Engineering & Design for Memorial Drive Improvements (NJDOT FY2026 and LAIF FY2024)

WHEREAS, the Borough of Montvale has deemed it necessary to engage the professional services of an Engineer for Survey Services, Design & Bidding and Grant Administration for Memorial Drive Improvements; and

WHEREAS, section N.J.S.A. 40A:11-5 of the Local Public Contracts Law, (N.J.S.A. 40A:11-1 et seq.) exempts such professional services from competitive bidding; and

WHEREAS, Colliers Engineering & Design, 400 Valley Road, Suite 304, Mt. Arlington, NJ 07856 has submitted a proposal dated February 5, 2026 to provide engineering services which are detailed and attached to the original of this resolution, and

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

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

- 1) That the following be provided: Survey Services, Design & Bidding and Grant Administration
- 2) The cost not to exceed shall be \$88,500.00. The Engineer shall be required to submit itemized bills and payment shall be made based upon services rendered.
The rates for this work are in accordance with the hourly contractual agreement with the Borough of Montvale.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be posted on the Borough's website at <http://www.montvale.org/publicnotices>, be on file, available for public inspection, in the office of the Municipal Clerk, 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: March 12, 2026

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

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



February 5, 2026

Joseph Voytus
Borough Clerk/Borough Administrator
Borough of Montvale
12 DePiero Drive
Montvale, New Jersey 07645

Memorial Drive Improvements (NJDOT FY2026 and LAIF FY2024)
Professional Engineering Services
Borough of Montvale, Bergen County
Colliers Engineering & Design Project No. MVB0098P

Dear Mr. Voytus,

Colliers Engineering & Design Inc. (CED) is pleased to present this agreement to provide engineering services relating to the Memorial Drive Improvements project. We understand that the Borough has been awarded two separate grants from the New Jersey Department of Transportation (NJDOT) for various improvements to Memorial Drive. Specifically, we understand that the Borough has been awarded a Fiscal Year 2024 LAIF Grant from the New Jersey Department of Transportation (NJDOT) in the amount of \$300,000.00 and a Fiscal Year 2026 Local Aid Grant from the NJDOT in the amount of \$237,528.00, for a total grant award amount of approximately \$538,000.00. The total preliminary cost estimate included in the combined grant applications for the improvements is approximately \$850,000.00. We note there is some overlap in the scope of the two grant applications, so the total estimated cost is anticipated to be less for the combined project.

The grant awards are intended to assist the Borough with funding of improvements outlined in the respective grant applications. Accordingly, the work will include milling, base repair, concrete sidewalk, replacement of ADA curb ramps, curbing, elevated crosswalks, replacement of inlet curb pieces and grates, minor drainage improvements, as needed, paving, striping, landscaping and restoration. In consideration of the discrepancy between the grant amount and preliminary construction cost estimate, alternate bids can be prepared, if requested, to match the desired Borough funding contribution to the project.

In order to comply with the Local Aid grant requirements, the Borough is obligated to award a construction contract within 24 months of the grant award.

CED will provide the following services:

SCOPE OF SERVICES

TASK 1.0 SURVEY SERVICES

Task 1.1 Topographic Survey

CED will perform a Topographic Survey of Memorial Drive in accordance with the standards set forth in the Laws of the State of New Jersey Statutory Reference NJSA 45:8-28(e) and more specifically, the administrative rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors and contained in N.J.A.C. 13:40-5.1.

The limits of the survey are outlined in **yellow** (4.5± acres) as depicted in the Survey Limits image below:

SURVEY LIMITS



Our office will prepare a topographic survey map that is a graphic pictorial representation of existing site features observed at the time of the field survey such as buildings, curbs, sidewalks, roadways, driveways, retaining walls, fences, trees four inches (4") in diameter and greater, and utility hardware. The topographic map will depict existing spot elevations and contours at a one-foot (1') contour interval. GPS surveying techniques will be used to control the survey with the resulting horizontal datum being New Jersey State Plane Coordinate System NAD83 and the vertical datum being North American Vertical Datum NAVD88.

Visible and accessible utilities and/or utility structures within the survey limits, as described above, will be surveyed and shown on the plan to include rim and grate elevations. For the purpose of this contract, accessible utilities shall be defined as those utilities that are visible to the naked eye at ground level and are safely accessible by foot by CED field survey personnel without the need for additional safety measures and/or assistance with making pipes visible, open, and clear for inspection and measuring.

We will survey visible evidence of existing utilities within the survey limits, but may not be able to confirm the existence, or actual position of, all underground utilities which may be running through or servicing the subject property. The NJ One Call System prohibits the use of its service for surveying and mapping of subsurface utilities for engineering design purposes. We will enlist the services of our in-house subsurface utility engineers to investigate and mark the approximate location of subsurface utilities that may exist on the site.

Included in this task of service are the following tasks:

- Establish on-site survey control;
- Field traverse, topographic survey and data collection;
- Field measure inverts of accessible gravity structures;
- Field survey data reduction and computation;
- Preparation of topographic survey map in AutoCAD Civil 3D 2025 format.

Traffic safety protection for field survey crew and cleaning of clogged or obstructed drain and sewer structures is **not** included in the fee for this survey. If it is determined that safety protection is required for any of the survey services performed under this contract, we will advise you of the approximate cost prior to moving forward. Such additional costs would be invoiced as a reimbursable expense pursuant to prior authorization.

Task 1.2 Utility Investigation and Mapping

CED proposes to provide the following professional Utility Investigation and Mapping Services in support of the above-named project in accordance with the project limits as indicated on the provided map and site sketch.

Utility Records Research. Conduct comprehensive utility records research and collect applicable utility owner records to assist in identifying utility owners that may have facilities on or be affected by the project. Includes interfacing with utility owners/operators to ascertain the availability and completeness of record documents and to obtain verbal or historical information on existing subsurface facilities and operational status. All utility records obtained through this process will be included as an attachment in the final deliverable.

Buried Utility Mapping (Horizontal Mapping of Utilities). Designating the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques including electromagnetic, sonic and acoustical techniques. CED will provide the following designating services to aid the Borough:

As a "Value-Added" service, to the extent possible, CED will provide electronic depth measurements at regular intervals along each designated subsurface facility. The electronic depth information will be recorded at approximate 25-foot intervals and shall be collected in the normal course of utility mapping. The collected electronic depth information will be incorporated into the project deliverable (field sketch on aerial mapping) for the project from which utility profiles may be developed.

- Provide equipment, personnel and supplies needed for performing designating services. CED shall determine equipment, personnel and supplies needed to perform these services.
- Designate the existing underground utility pipeline facilities within the identified area, as described in the Survey Limits map above. Conduct appropriate investigation of site conditions.

- Mark the horizontal position of underground utilities on the ground with spray paint to be surveyed by CED Survey team (fees for the survey are included in another Task). These utilities may include water, natural gas, electric and telecommunications.
- Measure inverts and record data at all sanitary and storm drain structures including (but not limited to) manholes, inlets, catch basins, cleanouts. This information will be provided to the CED Survey team for inclusion in the final mapping. Sanitary and storm drain lines between structures will not be marked out.
- GPR data will be collected approximately every 50 feet of roadway to evaluate the pavement and sub-base thickness. The data will be post-processed and interpreted to determine the thickness of these materials within the project limits. This information will be included in the final deliverable.
- Formulate a field sketch on aerial mapping documenting all utilities designated with electronic depth information and notes. This will be provided to the CED Survey team who will be providing the final CAD deliverable.
- Coordinate with CED Survey team to ensure that the utility investigation results are accurately represented in their final deliverable.
- Aerial utilities are excluded from this Task.
- A final report detailing the results of the utility investigation will be provided within two (2) weeks of completion of field work. The report will include the investigation methodology and equipment used, along with a detailed summary of all the information obtained through the course of this work, including pipe sizes, materials, duct bank limits and any other pertinent information.

GPR Assumptions/Clarifications. GPR effectiveness and resolution is highly dependent on soil conditions within the investigation area. GPR's ability to identify or resolve subsurface anomalies may vary significantly across the investigation area. GPR resolution depths are soil dependent and can vary from zero feet (0') to eight feet (8') of penetration at infinite points across an investigation area. While GPR can be a very effective tool in locating or identifying subsurface objects or facilities (anomalies), the results are interpretive and subject to possible misinterpretation or error. SUE Provider personnel will make every reasonable effort to properly identify and interpret GPR anomalies in accordance with the performance limitations of the technology and provide recognizable markings for the Borough.

Provider Certifications. The Utility Investigation Provider shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Provider having to certify, guarantee or warrant the existence of conditions which the Provider cannot ascertain. The Borough also agrees that it has no right to make the resolution of any dispute with the Provider or the payment of any amounts due to the Provider in any way contingent upon the SUE Provider signing any such certification.

TASK 2.0 DESIGN AND BIDDING

CED will develop construction drawings and specifications to be utilized for public bid. Bid documents will be prepared in accordance with NJDOT requirements. The scope of improvements expressed in the bid documents will be as specified in the respective grant applications.

The existing site conditions will be investigated during the design; more specifically, the conditions of the curbing, sidewalks, ADA ramps, roadway, driveway aprons, and drainage structures. Utilizing the survey prepared in Task 1.0 above as a base map, this information will be located, inspected for condition, and depicted on a plan that will be utilized for bidding.

The improvements will include full curb replacement along the roadway in certain areas to create a grade break for safer pedestrian walkways, as well as curb replacement in select areas to address poor conditions. The improvements will also include replacement sidewalk, new sidewalk, ADA ramps, elevated crosswalks, replacement of inlet curb pieces and grates, minor drainage improvements and review of potential drainage issues toward mitigation, as needed, paving, striping, landscaping and restoration. Runoff created by new curblines will be conveyed to the nearest existing infrastructure while maintaining existing drainage patterns to the greatest extent feasible. Roadway cross slopes, gutter slopes and longitudinal slopes will be evaluated, and grading will be designed, if necessary and as feasible, to improve slopes and associated drainage. Where applicable, the vertical profile and cross sections of the proposed roadways will be modified in an effort to meet industry standards while minimizing drainage issues and impact to the surrounding properties. ADA ramps within the project limits will be designed and reconstructed for compliance with design standards. In addition, modifications to gutter profiles may require re-design of certain driveway aprons. While tree removals and/or utility pole relocations are not anticipated based on a preliminary review, during design it may be necessary for us to recommend these removals/relocations to facilitate the proposed improvements. We will advise accordingly. The drawings will be prepared in accordance with the following design criteria and standards:

- a. NJDOT Design Manual for Roadways.
- b. NJDOT Design Manual for Bridges and Structures.
- c. Standard Specifications for Roadways – AASHTO.
- d. NJDOT Standard Specifications for Road and Bridge Construction.
- e. Manual on Uniform Traffic Control Devices.

CED will prepare the base mapping, title sheet, general notes and legend, estimate of quantities, construction plans, and construction details. CED will also prepare the supplemental and technical specifications for the site improvement items that are specified on our construction drawings for incorporation into the overall bid specifications. The specifications will be prepared in the latest NJDOT format, as amended. As this project develops, and the Construction Cost Estimate (CCE) is closer to completion during the design phase, the Borough will be updated with the status of design and whether alternate bids are recommended.

The construction plans will call out the curb ramp types in accordance with Public Right-of-Way Guidelines (PROWAG) for ADA accessibility. It will be the responsibility of the contractor to construct ADA-compliant curb ramps. Upon construction of curb ramps, CED will inspect the ramps for compliance with ADA requirements. Curb ramps determined to be non-compliant with the ADA requirements will be reconstructed by the contractor at no additional cost to the Owner.

The project limits may be adjusted by utilizing alternate bids based upon the budget approved by the Borough. CED will prepare the CCE based on the quantity required for each alternate bid and finalize the design in order for the project to remain within the construction budget. Specifications will be developed in accordance with NJDOT Standard Specifications for Road and Bridge Construction, as currently amended. Bidding services will be coordinated through our Mount Arlington office.

Specifications will be developed in accordance with NJDOT Standard Specifications for Road and Bridge Construction, as currently amended. An Engineer's Estimate will be prepared and submitted to NJDOT Bureau of Local Aid along with an Engineer's Design Certification, plans, and specifications. Upon receiving authorization to bid from NJDOT, we will coordinate with the Borough regarding public advertisement of the bid documents.

CED will coordinate with the Borough regarding the Bidding Period Services, specifically the following shall be conducted:

- Prepare the Notice to Bidders and coordinate with the Clerk for advertisement.
- Development of addendum(s) to clarify or review the bid documents, as required.
- Attend bid opening and reading of bids in order to tabulate them.
- Review the proposals from the responsive bidders and make recommendations to the Borough regarding the selection and evaluation of the bids.

TASK 3.0 GRANT ADMINISTRATION

Throughout the design and construction services, CED will prepare submittals to NJDOT Bureau of Local Aid in accordance with the Municipal Aid program requirements. Submittals will include final plans, specifications, Engineer's Estimate, Engineer's Design Certifications, Resolution of Award, Bid Tabulation, Pre-Construction Meeting Minutes, 75% Initial Payment Voucher, Construction Start and End Notices, Final Change Order Form, and Reimbursement Vouchers.

To facilitate the final grant reimbursements for both grants, CED will coordinate with the Borough to obtain the necessary signatures by the Borough personnel, as needed, for the Final Change Order, Chief Financial Officer Certification and Final Payment Voucher.

FEE AGREEMENT

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the Scope of Services.

TASK 1.0	SURVEY SERVICES	\$23,500.00
TASK 2.0	DESIGN AND BIDDING	\$59,500.00
TASK 3.0	GRANT ADMINISTRATION	\$ 5,500.00
TOTAL LUMP SUM FEE		\$88,500.00

The above engineering services will be provided on an hourly basis not to exceed the listed amount. This contract and fee schedule are based upon the Borough Engineering Contract, authorized by the Borough (Resolution No. 25-2026). Please note, Construction Administration and Observation Services are not included in this agreement. A separate agreement for said services will be prepared and provided to the Borough upon opening of contractor bids.

PROJECT SCHEDULE

The following is the anticipated project schedule:

Anticipated Duration

Mayor & Council Award of Professional Design Services	Anticipate Authorization February 2026
Survey Services	To be completed within 60 days of Authorization
Preparation of Design Plans and Specifications	To be completed within 120 days of Authorization
NJDOT Concurrence	Anticipate 30 days from submission
Bidding of Project	Anticipate 30 days for bidding process
Contractor Award	TBD
Construction (Anticipated)	TBD – Anticipate Summer/Fall 2026
Project Closeout (Anticipated)	To occur post construction – Anticipate Fall 2026

PROJECT DELIVERABLES

Two (2) copies of the final bid documents will be provided to the Borough prior to bidding.

PLAN REVISIONS AND EXTRA SERVICES

Any revision requested by the Borough or review agencies, that is a major redesign or not an error or omission on the part of CED, will be billed on an hourly basis in accordance with our current contract. Please note that a separate agreement will be provided prior to the pre-construction meeting specific to Construction Administration Services.

REIMBURSABLE EXPENSES

Reimbursable expenses including delivery, printing, copying, postage and other reproducible costs for the above-mentioned deliverables, are included within this agreement, and are included in the project cost.

EXCLUSIONS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined above;
- Modifications of or additions to the completed survey map after it has been distributed. If additional survey requirements or other form of survey certification is requested, a separate fee will be negotiated for performing such service;
- Roadway Cross Sections;
- Stream Cross Sections;
- Boundary survey;
- Building façade survey;
- Building interior survey;
- Rooftop survey;
- Property title search;
- Construction stakeout services;
- Wetland delineation, reports or surveys;
- Tree Location Plan and/or surveys;
- Subdivision or Consolidation Plans and/or Parcel Maps;
- Traffic studies;
- Parking studies;
- Ecological services;
- Security clearance protocol;
- Snow removal.

If any item listed herein, or otherwise not specifically mentioned within this agreement or the Borough Engineering Agreement, is deemed necessary, then CED may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra work. No extra engineering services will be performed without authorization from the Borough.

If you find this agreement acceptable, please forward a copy of the Resolution of Approval to this office. This will constitute approval of the proposed engineering agreement.

We thank you very much for the opportunity to offer our services and look forward to working with you on this and future projects. In the meantime, should you have any questions regarding this agreement, please feel free to contact me.

Sincerely,

Colliers Engineering & Design



Nick Chelius, P.E., C.M.E.
Borough Engineer

cc: Andrew Hipolit (CED)
Patrick Jamieson (CED)
Carl O'Brien (CED)

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 77-2026**

RE: Award Professional Service Contract to Colliers Engineering & Design, for Stormwater Watershed Improvement Plan

WHEREAS, the Borough of Montvale is required to prepare an Watershed Improvement Plan (WIP) as outlined in the 2023 NJDEP MS4 Tier A- Municipal Stormwater Permit; and

WHEREAS, section N.J.S.A. 40A:11-5 of the Local Public Contracts Law, (N.J.S.A. 40A:11-1 et seq.) exempts such professional services from competitive bidding; and

WHEREAS, Colliers Engineer & Design, 300 Tice Blvd, Suite 101, Woodcliff Lake, NJ 07677 has submitted a proposal dated November 6, 2025 which is attached to this resolution; and

WHEREAS, Colliers will perform the preparation of Watershed Inventory Report, Watershed Assessment Report and Watershed Improvement Plan Report for a cost not to exceed \$78,000.00; and

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

BE IT FURTHER RESOLVED, that a copy of this resolution shall be posted on the Borough's website at <http://www.montvale.org/publicnotices>, be on file, available for public inspection, in the office of the Municipal Clerk, 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: March 12, 2026

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

November 6, 2025

Joseph Voytus
Borough Clerk/Borough Administrator
Borough of Montvale
12 DePiero Drive
Montvale, New Jersey 07645

Stormwater Watershed Improvement Plan
Professional Engineering Services
Borough of Montvale, Bergen County
Colliers Engineering & Design Project No. MVB0103P

Dear Mr. Voytus,

Colliers Engineering & Design, Inc. (CED) is pleased to submit this agreement to provide professional engineering services for the preparation of the Borough's Watershed Improvement Plan (WIP) as outlined in the 2023 NJDEP MS4 Tier A Stormwater Permit. This plan requires a multi-year effort on the part of the Borough to prepare the WIP in three phases as specified in the permit.

The Goals of the WIP are as follows:

- Improve water quality by reducing the contribution of pollutant parameters for all receiving waters within and bordering the Borough that have percent reductions listed for stormwater in the Total Maximum Daily Loads;
- Improve water quality by reducing the contribution of pollutant parameters for all receiving waters within and bordering the Borough that have water quality impairments as per the Department's Integrated Report;
- Reduce and/or eliminate stormwater flooding in the municipality, prioritizing the areas of flooding for corrective actions based on threat to human health and safety, environmental impacts, and frequency of occurrence.

CED will offer the following services:

SCOPE OF SERVICES

TASK 1.0 WATERSHED INVENTORY REPORT – DUE DECEMBER 31, 2025

Utilizing the GIS MS4 Infrastructure Map prepared in Phase 1 above our office with work with the Borough to prepare a report and supplemental mapping identifying the following items:

- Prepare electronic map of the following:
 - Drainage Areas of MS4 Outfalls and Interconnections;
 - Identifications of receiving waterbodies for MS4 outfalls;
 - Water quality classification of waterbody segments within the Borough;
 - Areas associated with Total Maximum Daily Loads (TMDLs) for waters within or bordering the Borough;

- Overburdened communities within the Borough;
- Impervious areas within the Borough;
- Location and ownership of privately owned stormwater facilities.
- Prepare report summarizing the electronic map:
 - Provide basic statistics regarding sub-watersheds delineated by electronic mapping;
 - Identify candidate sub-watersheds for water quality improvement projects;
 - Identify potential sources of pollutant loading within candidate sub-watersheds;
 - Identify candidate sub-watersheds for flood control projects;
 - Identify potential locations for flood damage prevention projects.
- Conduct semi-annual public information sessions in order to solicit feedback related to stormwater runoff, erosion or repeated fluvial and/or intermittent areas of flooding in the Borough.

Deliverable: Provide report and supporting mapping to the NJDEP for review and approval prior to introduction and adoption by the Borough Committee.

TASK 2.0 WATERSHED ASSESSMENT REPORT – DUE DECEMBER 31, 2026

Following the preparation of the Watershed Inventory Report further analysis shall be conducted in order to prepare the Watershed Assessment Report. This work will include a review of the mapping and relevant impairments and known areas of intermittent and fluvial flooding and erosion in the Borough. Additionally, the Borough and our office will hold additional public information sessions with stakeholders in the Borough including residents, watershed associations and various Borough Boards and Committees to review and discuss potential projects which can be implemented to address flooding, erosion and water quality impairments impacting the Borough. These items are outlined as follows:

- Prepare a report addressing the following:
 - Assessment of potential water quality improvements by sub-watershed and parameter;
 - Identify potential projects to be constructed to address the goals of the Watershed Improvement Plan
 - Estimate the reduction in TMDL loading or impaired parameters from potential projects;
 - Summarize the feedback received from public information sessions;
 - Estimate funding needs for potential projects;
 - Identify funding sources for potential projects;
 - Prepare preliminary implementation schedule.
- Conduct semi-annual public information sessions in order to solicit feedback related to the goals of the Watershed Assessment report, including conceptual capital projects which could be implemented by the Borough to address flooding, erosion and water quality impairments.

- Provide a 60-day public comment period on the Watershed Assessment Report.

Deliverable: Provide report and supporting documentation to the NJDEP for review and approval prior to introduction and adoption by the Borough Committee.

TASK 3.0 WATERSHED IMPROVEMENT PLAN REPORT - DUE DECEMBER 31, 2027

Upon completion of the Watershed Inventory Mapping and Report, and Watershed Assessment Report the final task of the Watershed Improvement Plan shall summarize the conclusions and determinations made during the prior two years of efforts.

The Watershed Improvement Plan Report will identify and outline the proposed projects that the Borough, along with all stakeholders, have determined are the most feasible to implement and have the greatest impact upon flooding, erosion and the water quality impairments identified. Further, conceptual projects will be developed. Permitting and implementation schedules shall be established along with funding sources identified in order to complete the improvements decided upon by the Borough in the course of the preparation of the Watershed Improvement Plan. These items are outlined as follows:

- Prepare report including the following:
 - Summarize proposed locations and load reductions of water quality improvement projects to be implemented;
 - Summarize public comments received during comment periods;
 - Summarize changes to the plan resulting from public comments;
 - Prepare a permitting approach for the proposed projects;
 - Prepare an implementation schedule for the proposed projects;
 - Summarize feedback received during public information sessions;
 - Identify any problems outside of Borough jurisdiction;
 - Summarize annual costs;
 - Summarize funding sources for projects;
 - Describe how stormwater problems in overburdened communities were prioritized/addressed.

Deliverable: Provide final report to the NJDEP for review and approval prior to introduction and adoption by the Borough Committee.

PROJECT DELIVERABLES

The following deliverables will be transmitted to the Borough and NJDEP via a file sharing site:

- Report and supporting mapping to the NJDEP for review and approval prior to introduction and adoption by the Borough Committee.
- Report and supporting documentation to the NJDEP for review and approval prior to introduction and adoption by the Borough Committee.
- Final report to the NJDEP and for review and approval prior to introduction and adoption by the Borough Committee.

SCHEDULE OF FEES

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Task Name	Fee
Task 1: Watershed Inventory Report	\$ 22,500.00
Task 2: Watershed Assessment Report	\$ 33,000.00
Task 3: Watershed Improvement Plan Report	\$ 22,500.00
Total Lump Sum Fee	\$ 78,000.00

The above engineering services will be provided on a lump sum basis not to exceed the listed amount. This contract and fee schedule are based upon the Borough Engineering Contract, authorized by the Borough.

EXCLUSIONS

If any item listed herein, or otherwise not specifically mentioned within this agreement or the Borough Engineering Agreement, is deemed necessary, then CED may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra work. Unanticipated additional services shall be in accordance with the Schedule of Hourly Rates for the number of hours that the Construction Administrator or Engineer is on-site. No extra engineering services will be performed without authorization from the Borough.

If you find this agreement acceptable, please forward a copy of the Resolution of Approval or an approved Purchase Order to this office. This will constitute approval of the proposed engineering agreement.

We thank you very much for the opportunity to offer our services and look forward to working with you on this and future projects. In the meantime, should you have any questions regarding this agreement, please feel free to contact me.

Sincerely,
Colliers Engineering & Design



Carl O'Brien, P.E., P.P., C.M.E., C.P.W.M.
Geographic Discipline Leader



Nick Chelius, P.E., C.M.E.
Borough Engineer

cc: Fran Scordo, Borough Clerk (fscordo@montvaleboro.org)
Ken DeGennaro CED (Via Email)
Nick Coughlin CED (Via Email)
Sue Zitzman CED (Via Email)

R:\PROPMuni\NJ\MVB0103P - Stormwater Wate\Proposals\Maser Pending\251106_NHC_SWIP Proposal_MVB0103p.docx

RESOLUTION

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

<u>FUND</u>	<u>AMOUNT</u>	<u>NOTES</u>
Current	\$3,661,570.80	Bill List Wire 3/12/2026
	<u>355,064.21</u>	Wires/Manual Checks
Current TOTAL	4,016,635.01	
Capital	133,810.67	Bill List Wire 3/12/2026
Escrow	18,166.97	Bill List Wire 3/12/2026
Housing Trust	24,242.41	Bill List Wire 3/12/2026
Open Space Trust	31,700.00	Bill List Wire 3/12/2026
General Trust	120,566.22	Bill List Wire 3/12/2026
Dog Trust	214.80	Bill List Wire 3/12/2026

TOTAL \$4,345,336.08

*This resolution was adopted by the Mayor and Council of Montvale
at a meeting held on 3/12/26*

Introduced by: _____

Approved: 3/12/26

Seconded by: _____

Michael Ghassali, Mayor

ATTEST:

Frances Scordo, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
March 12, 2026

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Vendor/Transaction</u>	<u>Amount</u>
WIRE		2/25/26	Payroll Account	\$229,948.28
WIRE		2/25/26	Salary Deduction Account	\$125,035.93
WIRE		2/25/26	FSA Account	\$80.00

Total

\$355,064.21

March 10, 2026
03:40 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
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	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date Description					
00063	GANN LAW BOOKS					
26-00140	01/29/26 Gann Law Book 2026	Open	409.00	0.00		
00083	ADP, Inc					
26-00162	02/03/26 PAYROLL SERVICES	Open	3,231.96	0.00		B
00088	KAY PRINTING & ENVEL CO., INC.					
26-00241	02/26/26 INSPECTION STICKERS	Open	211.35	0.00		
00097	CABLEVISION					
26-00283	03/05/26 07873-199375-01-1 OPTIMUM	Open	234.87	0.00		
00102	MGL PRINTING SOLUTIONS					
25-01524	11/25/25 MAYOR/COUNCIL MINUTE BOOKS	Open	1,784.00	0.00		
00104	MONTVALE BOARD OF EDUCATION					
26-00008	01/05/26 2026 LOCAL SCHOOL TAXES	Open	1,670,317.00	0.00		B
00108	MONTVALE HARDWARE & SUPPLY					
25-01651	12/16/25 PD SUPPLIES	Open	108.32	0.00		
26-00095	01/16/26 PD MASTERLOCK FOR TRAIN DEPOT	Open	<u>26.91</u>	0.00		
			135.23			
00118	NJ STATE LEAGUE OF					
26-00200	02/17/26 Financial Mgmt Series Classes	Open	300.00	0.00		
26-00205	02/18/26 ANNUAL MEMBERSHIP DUES	Open	<u>803.00</u>	0.00		
			1,103.00			
00123	P & A AUTO PARTS					
25-01674	12/17/25 PD CAR BATTERY	Open	211.94	0.00		
00125	NORTHWEST BERGEN REGIONAL					
26-00012	01/05/26 2026 HEALTH SERVICES	Open	7,114.00	0.00		B
00137	PASCACK VALLEY REGIONAL HS DST					
26-00009	01/05/26 2026 REGIONAL SCHOOL TAXES	Open	1,326,574.59	0.00		B
00176	GO2GUIDES,LLC					
26-00134	01/27/26 PD DB NJ COMPLAINT BOOK	Open	179.95	0.00		
00215	TOWNSHIP OF RIVER VALE					
26-00019	01/06/26 2026 PASCACK VALLEY DPW	Open	192,178.80	0.00		B
00247	MONTVALE FREE PUBLIC LIBRARY					
26-00287	03/09/26 2026 QUARTERLY BUDGET PAYMENT	Open	81,835.25	0.00		B

March 10, 2026
03:40 PM

Borough of Montvale
Bill List by Vendor Id

Page No: 2

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00250	FIRE AND SAFETY SERVICES LTD								
	25-00816	06/12/25	ANNUAL SERVICE M-5	Open	8,762.37	0.00			
00258	ROCKLAND ELECTRIC COMPANY								
	26-00292	03/09/26	ROCKLAND ELECTRIC FEBRUARY	Open	28,444.09	0.00			
00326	LANGUAGE LINE SERVICES								
	26-00151	02/02/26	INTERPRETING SERVICES	Open	22.10	0.00			
	26-00293	03/10/26	INTERPRETING SERVICES	Open	49.50	0.00			
					71.60				
00329	NJ STATE DEPT. OF HEALTH								
	26-00197	02/17/26	State Dog Licensing Fee Jan 26	Open	214.80	0.00			
00375	BOROUGH OF PARK RIDGE								
	25-01564	12/01/25	Tri-Boro Ambulance 2025 LOSAP	Open	12,267.20	0.00			
	26-00256	02/26/26	TRI BORO FUEL DECEMBER 2025	Open	5,235.55	0.00			
					17,502.75				
00400	FAIRFIELD MAINTENANCE, INC.								
	25-01211	09/18/25	FUEL TANK REMOVAL	Open	43,448.50	0.00			
	26-00294	03/10/26	August 2025 UST Inspection	Open	453.90	0.00			
					43,902.40				
00497	LEVITZKI, ANN								
	26-00084	01/15/26	2026 COURT - CELL PHONE	Open	70.61	0.00			B
00516	NJ PLANNING OFFICIALS								
	26-00187	02/09/26	MUNICIPAL MEMBERSHIP 2026	Open	425.00	0.00			
00554	BERGEN MUNI.EMPL.BENEFITS FUND								
	26-00079	01/15/26	2026 HEALTH BENEFITS	Open	102,678.00	0.00			B
00635	CDW GOVERNMENT								
	26-00045	01/13/26	PD COMPUTER EQUIP	Open	570.84	0.00			
00705	APPROVED SURGICAL SUPPLIES INC								
	26-00050	01/14/26	PD OXYGEN REFILLS	Open	200.00	0.00			
00731	COLLIER'S ENGINEERING & DESIGN								
	24-00955	07/12/24	FOURTH ROUND AFFORD. HOUSING	Open	550.00	0.00			B
	24-01464	10/18/24	NJDOT FY2024 - WOODLAND ROAD	Open	898.75	0.00			B
	25-00324	02/27/25	NJDOT FY2025 - PARAGON DRIVE	Open	1,387.50	0.00			B
	25-01681	12/18/25	Continued Services Affordable	Open	350.00	0.00			B
	26-00172	02/04/26	Professional Services Rendered	Open	1,397.50	0.00			
	26-00176	02/05/26	Professional Services Rendered	Open	3,927.47	0.00			
	26-00178	02/05/26	Eng. Review - Dunkin 1901/3	Open	4,570.00	0.00			
	26-00180	02/05/26	Professional Services Rendered	Open	1,060.00	0.00			
	26-00248	02/26/26	2026 General Engineering	Open	14,786.25	0.00			B
	26-00253	02/26/26	2026 Borough Planner	Open	200.00	0.00			B
					29,127.47				

March 10, 2026
03:40 PM

Borough of Montvale
Bill List By Vendor Id

Page No: 3

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00769	URBAN AUTO SPA	26-00276	03/04/26	CAR WASH SERVICES	Open	34.00	0.00		
00801	WESTPHAL WASTE SERVICES, INC.	26-00139	01/29/26	2026 GARBAGE COLLECTION	Open	84,333.33	0.00		B
00812	NJ STATE ASSOCIATION OF	26-00195	02/17/26	PD SEMINAR - FOLEY	Open	295.00	0.00		
		26-00221	02/24/26	PD ANNUAL TRAINING CONFERENCE	Open	<u>765.00</u>	0.00		
						1,060.00			
00896	GIAMMARINO, MICHAEL	26-00196	02/17/26	2026 INTERPRETING SERVICES	Open	980.00	0.00		B
00996	ULINE, INC.	26-00190	02/09/26	COMMUNITY CENTER MAT	Open	366.43	0.00		
01020	WORLD INSURANCE ASSOCIATES, LLC	26-00220	02/20/26	2026 PIA CONSULTANT BENEFIT	Open	4,000.00	0.00		B
01144	METICULOUS CLEANING SERVICES	26-00124	01/22/26	CLEANING OF FIRE HOUSE	Open	285.00	0.00		B
01210	GOOSETOWN COMMUNICATIONS	25-00181	01/29/25	Kenwood Mobile Truck Radios -6	Open	63,157.92	0.00		
01227	PIAZZA & ASSOCIATES, INC.	26-00150	02/02/26	2026 AFFORDABLE HOUSING SVCS	Open	400.00	0.00		B
01330	GHASSALI, MICHAEL	26-00237	02/25/26	MAILCHIMP REIMBURSEMENT	Open	75.00	0.00		B
01471	RICCIARDELLA ELECTRIC INC.	26-00102	01/20/26	DPW DAMAGED CIRCUT FOR DOOR	Open	611.00	0.00		
		26-00103	01/20/26	POLICE DOOR OUTLET RELOCATE	Open	175.00	0.00		
		26-00104	01/20/26	COMMUNITY CENTER THERMOSTAT	Open	469.00	0.00		
		26-00233	02/24/26	TRAIN STATION HEAT	Open	<u>688.00</u>	0.00		
						1,943.00			
01503	WITMER PUBLIC SAFETY GROUP	25-01542	12/01/25	PD OC SPRAY	Open	857.91	0.00		
01542	WICKERSHEIM & SONS	26-00295	03/10/26	LARENTA FLOOD ORIGINAL QUOTE	Open	17,500.00	0.00		
01576	NEW JERSEY BUILDING OFFICIALS	26-00026	01/08/26		Open	100.00	0.00		
01638	FRESH H2O FILTRATION SYSTEMS	26-00270	03/04/26	4 STAGE MICRO FILTER CHANGE	Open	239.99	0.00		
01648	BERGEN COUNTY MCA ASSN.	26-00194	02/17/26	SPRING MEETING	Open	20.00	0.00		

March 10, 2026
03:40 PM

Borough of Montvale
Bill List By Vendor Id

Page No: 4

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01681	D.L.A. CONSTRUCTION LLC	26-00182	02/09/26	TEMP SUPPORT FOR DPW WALL	Open	925.00	0.00		
01702	MEDIA CONSULTANTS LLC	26-00275	03/04/26	TV ACCESS SUPPLIES	Open	915.00	0.00		
01724	MOTOROLA SOLUTIONS INC.	25-01635	12/12/25	All-Band Portable Radios (4)	Open	34,186.56	0.00		
01738	ARENDACS, DOUGLAS	26-00236	02/25/26	MILEAGE REIMBURSEMENT	Open	201.92	0.00		
01752	DILAURI, RUSSEL	26-00231	02/24/26	REIMB SNOW TUBE WITH A COP	Open	1,452.00	0.00		
01757	COMPLETE SECURITY SYSTEMS INC.	26-00202	02/18/26	FIRE ALARM MONITORING	Open	7,061.04	0.00		
01767	VERIZON	26-00144	01/29/26	555-569-014-0001-55 VERIZON	Open	175.76	0.00		
		26-00235	02/25/26	156-951-896-0001-85 VERIZON	Open	79.00	0.00		
						254.76			
01828	CGP&H, LLC	26-00240	02/25/26	PROFESSIONAL HOUSING REHAB SVC	Open	468.16	0.00		B
01882	PRESTIGE BUSINESS PRODUCTS, INC	26-00158	02/02/26	PD DB INK CARTRIDGES	Open	385.00	0.00		
		26-00229	02/24/26	PD INK CARTRIDGES	Open	680.00	0.00		
						1,065.00			
01890	GREATAMERICA FINANCIAL SRVCS.	26-00069	01/14/26	POSTAGE MACHINE LEASE	Open	578.00	0.00		B
01949	AT&T MOBILITY	26-00224	02/24/26	PD PATROL PHONES JANUARY	Open	1,573.23	0.00		
01968	DISPOTO, NICHOLAS	26-00156	02/02/26	REIMB WIN ZIP SUBSCRIPTION	Open	58.59	0.00		
02011	HUNTINGTON BAILEY, L.L.P.	26-00167	02/04/26	PROFESSIONAL SERVICES RENDERED	Open	573.50	0.00		
02051	BNS CONSTRUCTION	26-00250	02/26/26	PD RENOVATION TO FITNESS ROOM	Open	2,000.00	0.00		
02074	CAPTUREPOINT	26-00168	02/04/26	COMMUNITY PASS 2026	Open	5,000.00	0.00		
02076	ENCORE SIGNS CORP	24-00038	01/04/24	FIREHOUSE SIGN	Open	1,200.00	0.00		

March 10, 2026
03:40 PM

Borough of Montvale
Bill List By Vendor Id

Page No: 5

Vendor #	Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02141	REGAN, ROBERT T., ESQ.						
26-00171	02/04/26	Professional Services Rendered	Open	8,347.00	0.00		
26-00179	02/05/26	Prof. Serv - Dunkin - 1901/3	Open	385.00	0.00		
26-00261	03/02/26	2026 Retainer	Open	<u>5,000.00</u>	0.00		B
				13,732.00			
02144	ALL COUNTY MECHANICAL						
26-00038	01/13/26	BOILER SERVICE	Open	303.50	0.00		
26-00108	01/20/26	BOLIER ISSUES	Open	575.50	0.00		
26-00109	01/20/26	NO AC ISSUE AT BOROUGH HALL	Open	1,438.48	0.00		
26-00265	03/03/26	LATRENTA FIELD HOUSE HEAT	Open	<u>31,700.00</u>	0.00		
				34,017.48			
02224	PIERRO, MARK						
26-00227	02/24/26	REIMB CLTHG ALLOWANCE	Open	457.99	0.00		
02228	KING MOENCH & COLLINS, LLP						
24-01307	09/12/24	AFFORDABLE HOUSING LITIGATION	Open	118,267.22	0.00		B
02240	BORN PRIMITIVE, LLC						
26-00112	01/20/26	PD CLOTHING	Open	1,901.00	0.00		
02264	RP TECH SERVICES						
25-00425	03/24/25	COMPUTER MAITENANCE/LICENSING	Open	2,583.59	0.00		B
26-00203	02/18/26	COMPUTER MAINTENANCE/LICENSING	Open	2,637.59	0.00		B
26-00246	02/26/26	COMPUTER MAINTENANCE	Open	<u>6,713.00</u>	0.00		
				11,934.18			
02318	DUNSDON, IAN JAMES						
26-00251	02/26/26	REFUND TAX OVERPAYMENT	Open	4,945.00	0.00		
02328	NASSAU CAPITAL ADVISORS, LLC						
25-01325	10/14/25	PROFESSIONAL SERVICES RENDERED	Open	21,615.00	0.00		B
02390	TIM ENNIS PLUMBING & HEATING						
25-01642	12/16/25	REPAIRS TO PLUMBING FIRE HOUSE	Open	1,054.00	0.00		
02395	CLOSTER TRANSMISSION INC.						
25-01697	12/30/25	REPAIR POLICE VEHICLE	Open	5,418.00	0.00		
02398	THE ADAPTIVE WAY						
26-00085	01/15/26	LAW ENFORCEMENT CLASS GARRAN	Open	239.00	0.00		
02400	TRIVIA, AD LLC						
26-00238	02/25/26	Enter. Volunteer/Employee 4/24	Open	330.00	0.00		
02401	PYE-BARKER FIRE & SAFETY						
25-01570	12/02/25	HOSTED ACCESS CONTROL	Open	228.30	0.00		
26-00252	02/26/26	HOSTED ACCESS CONTROL	Open	<u>2,184.00</u>	0.00		
				2,412.30			
02404	HOFFMANN, DANIEL						
26-00242	02/26/26	REFUND TAX OVERPAYMENT	Open	2,269.00	0.00		

March 10, 2026
03:40 PM

Borough of Montvale
Bill List By Vendor Id

Page No: 6

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02532	BERGEN COUNTY DEPT HEALTH SVCS	26-00266	03/03/26	EMPLOYEE ASSISTANCE PROGRAM	Open	534.00	0.00		
02757	TYCO ANIMAL CONTROL SERVICES	26-00185	02/09/26	2026 GEESE CONTROL SERVICES	Open	400.00	0.00		B
		26-00186	02/09/26	2026 ANIMAL CONTROL SERVICES	Open	945.00	0.00		B
						1,345.00			
02987	DATA NETWORK SOLUTIONS	26-00080	01/15/26	2026 BORO PHONE LINES	Open	2,251.09	0.00		B
02996	MEYNER AND LANDIS LLP	26-00245	02/26/26	PROFESSIONAL SERVICES RENDERED	Open	3,225.00	0.00		
03065	LAW OFFICE OF GEOFFREY MUELLER	26-00289	03/09/26	2026 MUNICIPAL PROSECUTOR	Open	10,000.00	0.00		B
03084	WESLEY SICOMAC DAIRY	26-00206	02/18/26	2026 MILK DELIVERY	Open	53.23	0.00		B
03085	DYNAMIC ENGINEERING CONSULTANT	25-00059	01/13/25	LAND DEVELOPMENT CONSULTING	Open	399.25	0.00		B
03472	AAA EMERGENCY SUPPLY	25-01556	12/01/25	ANNUAL SERVICE OHD QUANTIFIT	Open	1,673.00	0.00		
		25-01612	12/10/25	FIRE DEPARTMENT SUPPLIES	Open	530.40	0.00		
						2,203.40			
03682	CRUISE, E. K.	26-00159	02/02/26	REIMB CLTHG ALLOWANCE	Open	338.74	0.00		
		26-00223	02/24/26	REIMB HOTEL SNOW STORM	Open	159.33	0.00		
						498.07			
03683	PIERRI, JASON	26-00249	02/26/26	REIMB CLTHG ALLOWANCE UNIFORMS	Open	450.32	0.00		
03727	STAPLES INC	26-00131	01/27/26	PD OFFICE SUPPLIES	Open	154.60	0.00		
03991	MALESZEWSKI, KRYSTIAN	26-00226	02/24/26	REIMB CLOTHING ALLOWANCE	Open	63.67	0.00		
04008	GASTON, SCOTT	26-00230	02/24/26	REIMB CLTHG ALLOWANCE BACKPACK	Open	145.86	0.00		
Total Purchase Orders:		116	Total P.O. Line Items:		0	Total List Amount:		3,990,271.87	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 2026	5-01	76,778.92	0.00	76,778.92	0.00	0.00	76,778.92
CURRENT FUND 2026	6-01	3,584,791.88	0.00	3,584,791.88	0.00	0.00	3,584,791.88
CAPITAL FUND	C-04	133,810.67	0.00	133,810.67	0.00	0.00	133,810.67
BOA ESCROW ACCOUNT	E-08	18,166.97	0.00	18,166.97	0.00	0.00	18,166.97
OTHER TRUST ACCOUNT	T-03	144,808.63	0.00	144,808.63	0.00	0.00	144,808.63
DOG TRUST ACCOUNT	T-12	214.80	0.00	214.80	0.00	0.00	214.80
OPEN SPACE TRUST	T-14	31,700.00	0.00	31,700.00	0.00	0.00	31,700.00
Year Total:		176,723.43	0.00	176,723.43	0.00	0.00	176,723.43
Total Of All Funds:		3,990,271.87	0.00	3,990,271.87	0.00	0.00	3,990,271.87



LERCH, VINCI & BLISS, LLP

CERTIFIED PUBLIC ACCOUNTANTS
REGISTERED MUNICIPAL ACCOUNTANTS

DIETER P. LERCH, CPA, RMA, PSA
GARY J. VINCI, CPA, RMA, PSA
JEFFREY C. BLISS, CPA, RMA, PSA
PAUL J. LERCH, CPA, RMA, PSA
JULIUS B. CONSONI, CPA, PSA
ANDREW D. PARENTE, CPA, RMA, PSA
ELIZABETH A. SHICK, CPA, RMA, PSA
ROBERT W. HAAG, CPA, RMA, PSA

DEBRA GOLLE, CPA
MARK SACO, CPA
ROBERT LERCH, CPA, PSA
CHRISTOPHER M. VINCI, CPA, PSA
CHRISTINA CUIFFO, CPA, PSA
JOHN CUIFFO, CPA, PSA

February 26, 2026

Honorable Mayor and Members
of the Borough Council
Borough of Montvale
One Memorial Drive
Montvale, NJ 07645

Dear Governing Body,

We are engaged to audit the financial statements of the Borough of Montvale (the "Borough") for the year ended December 31, 2025. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards (GAAS), Government Auditing Standards, Uniform Guidance and NJ OMB Circular 25-12

As stated in our engagement letter dated November 26, 2024, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with the regulatory basis of accounting prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the Borough's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal or state program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with Uniform Guidance and New Jersey OMB Circular 25-12.

As part of obtaining reasonable assurance about whether the Borough's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with Uniform Guidance and New Jersey OMB Circular 25-12, we will examine, on a test basis, evidence about the Borough's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs and the New Jersey OMB Circular 25-12 State Aid/Grant Compliance Supplement applicable to each of its major state programs for the purpose of expressing an opinion on the Borough's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the Borough's compliance with those requirements.

We have been engaged to report on the supplementary schedules, including the schedules of expenditures of federal awards and state financial assistance, which accompany the financial statements. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the supplementary data and letter of comments and recommendations which accompany the financial statements. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

Planned Scope, Timing of the Audit, Significant Risks and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

Planned Scope, Timing of the Audit, Significant Risks and Other (continued)

According to GAAS, significant risks include management override of control. Accordingly, we have considered this as a significant risk. In addition, we have not yet concluded our audit planning process and therefore have not identified any significant risks of material misstatement. If additional significant risks are identified subsequent to the date of this letter, we will communicate those significant risks to you.

It is our understanding that you have designated the Chief Financial Officer to oversee the non-audit services and the overall audit process. Additionally, you acknowledge this individual has the suitable skill, knowledge and/or experience to oversee the non-audit services and the overall audit process to evaluate the adequacy and results of the services and accept responsibility for them.

If you do not respond to this letter, nor request a meeting with the audit partner, we will presume you have no issues or concerns to communicate to us relating to the annual audit.

This information is intended solely for the use of the Governing Body and management and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Lerch, Vinci & Bliss, LLP

LERCH, VINCI & BLISS, LLP
Certified Public Accountants

This letter has been reviewed by the Governing Body of the Borough of Montvale.

By: _____

Title: _____

Date: _____