

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

CLOSED/EXECUTIVE SESSION:

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

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

- Attorney Client Privilege – Potential Litigation – Affordable Housing

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

ROLL CALL:

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

ORDINANCES:

INTRODUCTION OF ORDINANCE NO. 2025-1582 AN ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 326 OF THE BOROUGH CODE, ARTICLE II, TO REVISE CERTAIN PROVISIONS CONCERNING SITE PLAN WAIVERS

(public hearing 10-28-25)

INTRODUCTION OF ORDINANCE NO. 2025-1583 AN ORDINANCE AMENDING CHAPTER 10 OF THE CODE OF THE BOROUGH OF MONTVALE ENTITLED "CLAIMS PROCEDURE" TO UPDATE THE PROCEDURES FOR CERTIFICATION AND PAYMENT OF CLAIMS

(public hearing 10-28-25)

MEETING OPEN TO PUBLIC:

Agenda Items Only

MEETING CLOSED TO PUBLIC:

Agenda Items Only

MINUTES:

September 30, 2025

CLOSED/EXECUTIVE MINUTES:

None

RESOLUTIONS: (NON-CONSENT)

190-2025 Resolution Approving the Memorandum of Agreement between the Borough of Montvale and the Montvale PBA Local #303

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.

191-2025 A Resolution Awarding a Contract to GTBM for Outdoor HD License Plate Reader Cameras and Related Equipment and Services Pursuant to State Contract 17-FLEET-00716 and Bergen County Co-Op Contract BC-BID-23-17 For Use By The Montvale Police Department

192-2025 Resolution Accepting And Authorizing The Proposal And Agreement Of Lew Environmental Services LLC For Professional Services For Visual Assessment Services Of Rental Units To Comply With N.J.A.C. 5:28a

BILLS:

REPORT OF REVENUE:

COMMITTEE REPORTS:

ENGINEER'S REPORT:

ATTORNEY'S REPORT:

ADMINISTRATOR'S REPORT:

UNFINISHED BUSINESS:

None

NEW BUSINESS:

- Discussion – Best Practices Worksheet
- Discussion – Borough Newsletter

COMMUNICATION CORRESPONDENCE:

None

MEETING OPEN TO THE PUBLIC:

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

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

MEETING CLOSED TO THE PUBLIC:

ADJOURNMENT:

Regular Workshop Meeting of the Mayor & Council to be held on Tuesday, October 28, 2025 at 7:30pm

**BOROUGH OF MONTVALE
ORDINANCE NO. 2025-1582**

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 October 9, 2025 and that said Ordinance will be taken up for further consideration for final passage at a regular meeting of the Mayor and Council to be held on October 28, 2025 at 7:30pm or as soon thereafter as said matter can be reached, at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning same.

Frances Scordo, Municipal Clerk
Borough of Montvale

AN ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 326 OF THE BOROUGH CODE, ARTICLE II, TO REVISE CERTAIN PROVISIONS CONCERNING SITE PLAN WAIVERS

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

Section 1. Chapter 326, "Site Plans," Article II, "Site Plan Waiver Requirements and Use Permits," is hereby amended and supplemented by adding the underlined text and deleting the bracketed text, as follows:

§ 326-28 Violations and penalties.

- A. Any person, persons, partnership, firm, corporation, holding company, foreign corporation, limited liability company or any other entity who in any manner knowingly fails to fully comply with the terms and covenants of this Article [chapter] shall be subject to the penalties provided herein.
1. The occupancy of commercial space without a Use Permit shall be deemed to be a violation of this Article by the individual or entity occupying said space.
 2. The leasing of commercial space to a person or entity without a Use Permit shall be deemed to be a violation of this Article by the individual or entity owning the leased space.
 3. The subleasing of commercial space to a person or entity without a Use Permit shall be deemed to be a violation of this Article by the individual or entity leasing the subleased space.
 4. It shall be a separate violation of this Article for any property manager, broker, real estate agent, or other legal representative to negotiate and/or execute a lease

agreement or sublease agreement on behalf of an owner or occupant, and thereafter permit the occupancy of commercial space, knowing that no Use Permit has been obtained for said space.

5. Each day that a violation continues after issuance of a notice of violation shall be deemed to be a separate violation for which a penalty shall be due.

B. Any person(s) who violates any of the provisions of this chapter shall, upon conviction, be punishable as follows: [provided in Chapter 1, Article I, General Penalty.]

1. For a first violation: \$1000

2. For a second violation: \$1,500

3. For a third and subsequent violation: \$2,000

§ 326-29 Enforcement.

The provisions of this Article may be enforced by the Borough Zoning Officer and Fire Prevention Official, or their respective designees.

§ 326-30 Subleasing Prohibited.

Subleasing of existing commercial space within commercial or mixed-use buildings is prohibited unless the occupant has first complied with the provisions of this Article and obtained a Use Permit for said space.

Section 2. Severability.

If any provision or portion of a provision of this ordinance is held to be unconstitutional, preempted by Federal or State law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated and shall remain in full force and effect.

Section 3. Effective date.

This Ordinance shall take effect immediately upon adoption and publication as required by law.

Section 4. Repeal of inconsistent ordinances.

All ordinances and parts of ordinances which are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

Section 5. Transmittal to Planning Board.

Upon approval of this Ordinance upon First Reading by the Mayor and Council of the Borough of Montvale, this Ordinance shall be transmitted to the Planning Board for its review and recommendation pursuant to N.J.S.A. 40:55D-26.

MICHAEL GHASSALI
Mayor

ATTEST:
FRANCES SCORDO
Municipal Clerk

INTRODUCTION: 10-09-25

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

ADOPTED: 10-28-25

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

**BOROUGH OF MONTVALE
ORDINANCE NO. 2025-1583**

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 October 9, 2025 and that said Ordinance will be taken up for further consideration for final passage at a regular meeting of the Mayor and Council to be held on October 28, 2025 at 7:30pm or as soon thereafter as said matter can be reached, at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning same.

Frances Scordo, Municipal Clerk
Borough of Montvale

AN ORDINANCE AMENDING CHAPTER 10 OF THE CODE OF THE BOROUGH OF MONTVALE ENTITLED "CLAIMS PROCEDURE" TO UPDATE THE PROCEDURES FOR CERTIFICATION AND PAYMENT OF CLAIMS

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

SECTION 1 Chapter 10, entitled "Claims Procedure," of the Code of the Borough of Montvale is hereby amended and supplemented in part as follows [additions are underlined, deletions are between brackets]:

§ 10-1 Bill of demand; certification.

Any person claiming payment from the Borough of Montvale shall present a detailed bill of demand to the Purchasing Agent, duly certified[, or, in the alternative, the governing body may by resolution require an affidavit in lieu of certification].

§ 10-2 Signature required.

It shall be the duty of the Purchasing Agent to see that the signature of [the officer or employee who has been duly designated by the Mayor and Council] the Department Head responsible for the goods or services to certify that the materials have been received by, or the services rendered to, the Borough of Montvale appears on every claim.

§ 10-3 Presentation of claims for approval.

[

- A. The Mayor and Council shall, by resolution, establish the threshold for which claims shall require the signature of Councilmember Liaison of the Department which placed the order, Finance Chairperson and the signature of only the Borough Administrator to be processed for payment and presented to the governing body for approval. Said resolution may be amended from time to time.
- B. Those claims which require the signature of the Councilmember Liaison of the department which placed the order shall then be presented to that Councilmember Liaison of the Department responsible for the placing of the order who, if satisfied that the claims are proper, shall approve the same. After such approval is given,

the Councilmember Liaison shall file the claims with the Finance Chairperson, if required, who shall then file the claims with the Purchasing Agent, who shall then present these claims to the governing body for formal approval at a regular meeting.

- C. Claims which only require the approval of the Borough Administrator for presentation to the governing body for formal approval at a regular meeting, as prescribed by the Mayor and Council by adoption of the appropriate resolution, shall be presented to the Borough Administrator by the Purchasing Agent for approval. The Purchasing Agent shall then present these claims to the governing body for formal approval at a regular meeting.]
- A. All claims shall require the certification of the Department Head responsible for the goods or services received, attesting that the claim is proper and valid.
- B. Following Department Head certification, all claims shall require the review and approval of the Borough Administrator.
- C. The Chief Financial Officer, Treasurer, or Deputy Treasurer shall review all claims for compliance with budgetary and fiscal requirements and certify the availability of funds as required by law.
- D. Upon the certifications and approvals set forth above, the Purchasing Agent shall present the claims to the governing body for formal approval at a regular meeting.

§ 10-4 Action by the governing body.

Claims shall be considered by the governing body which shall approve the same, except that said governing body may reject any claims presented to it stating the reasons for such rejection. Any disapproved claims shall be referred back to the Borough Administrator with such instructions as the governing body may give at the time of disapproval.

§ 10-5 Record of claims.

It shall be the duty of the Borough Clerk to record all claims in the official minutes of the Borough, indicating that the governing body has by formal action approved the same, with the appropriate record as to any claims disapproved or rejected.

§ 10-6 Approval date noted; certificate of approval.

It shall be the duty of the Borough Clerk [or such other officer designated by resolution of the governing body] to indicate on said claims that they have been approved for payment, with the date of approval thereof noted on the claim.

§ 10-7 Preparation and recording of checks.

After the Borough Clerk has certified that the claims have been approved, the Clerk shall turn the same over to the Treasurer or other Chief Financial Officer, who shall forthwith prepare the necessary checks for the payment thereof, which said checks shall be signed by [the Mayor and Borough Clerk and thereafter countersigned by the Treasurer or other Chief Financial Officer who the governing body designates by resolution as a signatory] the Mayor, the Borough Administrator, and either the Treasurer, Deputy Treasurer, or Chief Financial Officer. After preparing checks for the payment of claims, the Treasurer, Deputy Treasurer, or Chief Financial Officer shall record them in a proper book of accounts and thereafter shall otherwise distribute the checks to the claimants. In the event of the

absence of any of the above-named officials, those duly authorized by law to act in their absence shall sign the necessary checks.

§ 10-8 Payroll procedure.

In the case of payrolls, the Borough payment to the social security system (OASI), pension system, the group insurance plan for the employees and other mandated agency payments, the appropriate department heads [or such officer or employees as may be designated by resolution of the governing body] shall prepare the necessary payrolls, payments or deductions for all employees, which payrolls, payments or deductions shall be duly certified by the person authorized to certify that the services, payments or deductions have been rendered or are required and the amount specified is in fact due and owing to the employee or employees or to the social security system, pension system, to the established group insurance plan and other mandated agency payments for employees. Said payrolls, payments or deductions shall be approved by the Borough Administrator, paid by the Treasurer or other chief financial officer of the Borough and subsequently presented to the governing body for ratification and approval.

§ 10-9 Payroll account; payment of salaries.

This chapter shall provide for the establishment of a payroll account, and the governing body may thereafter by resolution prescript the manner in which payroll checks shall be drawn, who shall sign the same and the dates on which payment shall be made. In addition, the local unit may, if it so elects, adopt a resolution providing for biweekly payment of salaries, wages and compensation.

§ 10-10 Claims for travel expenses.

In case any officer or employee of the Borough presents a claim or voucher for reimbursement for actual and necessary travel expenses, the same shall be supported by receipts where available, setting forth said expenses and claims for reimbursement. Said procedure for reimbursement shall be established by the governing body by resolution.

[§ 10-11 Repealer.

All other ordinances or parts of ordinances inconsistent herewith are hereby repealed.

§ 10-12 When effective.

This chapter shall take effect immediately upon publication in the manner provided by law.]

SECTION 2: Severability.

The phrases, clauses, sentences, paragraphs and subsections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or subsection of this section shall be declared unconstitutional or otherwise unlawful by the valid judgment, decree or injunction order of a court of competent jurisdiction, such ruling shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and subsections of this section.

SECTION 3. Repealer.

All ordinances or parts of Ordinances inconsistent or in conflict with this Ordinance are hereby repealed as to said inconsistencies and conflict.

SECTION 4. Effective Date.

This Ordinance shall take effect immediately upon passage and publication according to law.

MICHAEL GHASSALI
Mayor

ATTEST:
FRANCES SCORDO
Municipal Clerk

INTRODUCTION: 10-09-25

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

ADOPTED: 10-28-25

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

**WORK SESSION
MINUTES**

The Work Session Meeting of the Mayor and Council was in the Council Chambers and called to order at 7:32pm. 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
Councilmember Cudequest
Councilmember Koelling

Councilmember Lane
Councilmember Roche
Councilmember Russo-Vogelsang

Also Present: Mayor Ghassali; Borough Attorney, Dave Lafferty; Borough Administrator, Joe Voytus; Borough Engineer, Nick Chelius; Municipal Clerk, Fran Scordo

ORDINANCES:

INTRODUCTION OF ORDINANCE NO. 2025-1578 AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 385, "VEHICLES AND TRAFFIC," OF THE BOROUGH CODE TO DESIGNATE NEW "STOP INTERSECTIONS"
(Public Hearing 10-28-25)

A motion to Introduce Ordinance 2025-1578 for first reading was made by Councilmember Russo-Vogelsang; seconded by Councilmember Lane; Clerk read by title only; Councilmember Lane made a motion that this ordinance be passed on first reading and advertised in The Bergen Record; seconded by Councilmember Roche - a roll call was taken - all ayes

INTRODUCTION OF ORDINANCE NO. 2025-1579 AN ORDINANCE APPROPRIATING \$25,000 FROM THE CAPITAL FUND BALANCE FOR THE ACQUISITION OF AN ALCOHOL BREATH TESTING DEVICE FOR THE POLICE DEPARTMENT
(Public Hearing 10-28-25)

A motion to Introduce Ordinance 2025-1579 for first reading was made by Councilmember Russo-Vogelsang; seconded by Councilmember Koelling; Clerk read by title only; Councilmember Lane made a motion that this ordinance be passed on first reading and advertised in The Bergen Record; seconded by Councilmember Roche - a roll call was taken - all ayes

The BA gave a brief explanation stating this was going to be budgeted for 2026 but the Prosecutor's office changed the timeline for this year; We do have money available for this purchase this year.

INTRODUCTION OF ORDINANCE NO. 2025-1580 AN ORDINANCE APPROPRIATING \$144,000 FOR IMPROVEMENTS TO HUFF PARK, INCLUDING CONSTRUCTION OF A SHADE STRUCTURE, AND PROVIDING FOR THE FUNDING THEREOF
(Public Hearing 10-28-25)

*A motion to Introduce Ordinance **2025-1580** for first reading was made by Councilmember Russo-Vogelsang; seconded by Councilmember Lane; Clerk read by title only; Councilmember Lane made a motion that this ordinance be passed on first reading and advertised in The Bergen Record; seconded by Councilmember Roche - a roll call was taken – all ayes*

Councilmember Lane asked for clarification regarding funding of this project; The BA stated it is not a matching grant, \$66,000 will come out of the Open Space Fund

INTRODUCTION OF ORDINANCE NO. 2025- 1581 AN ORDINANCE APPROPRIATING \$30,000 FROM THE CAPITAL FUND BALANCE FOR RENOVATIONS AND REHABILITATION OF BUILDINGS AND GROUNDS AT DEPIERO FARM
(Public Hearing 10-28-25)

*A motion to Introduce Ordinance **2025-1581** for first reading was made by Councilmember Russo-Vogelsang; seconded by Councilmember Koelling; Clerk read by title only; Councilmember Lane made a motion that this ordinance be passed on first reading and advertised in The Bergen Record; seconded by Councilmember Cudequest - a roll call was taken – all ayes*

The BA gave a brief explanation stating this is to allocate some funding for some repairs and or renovations leading up to the Day at the Farm Event in October.

MEETING OPEN TO PUBLIC:

Agenda Items Only

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

No Public Comment

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

MEETING CLOSED TO PUBLIC:

Agenda Items Only

MINUTES:

September 9, 2025

A motion to accept the minutes by Councilmember Lane; seconded by Councilmember Cudequest - all ayes

CLOSED/EXECUTIVE MINUTES:

August 26, 2025

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

September 9, 2025

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

RESOLUTIONS: (NON-CONSENT)**187-2025 Canceling The Unexpended Balances Of Certain Ordinances**

WHEREAS, the Borough of Montvale, County of Bergen, State of New Jersey (the "Borough"), has heretofore duly adopted bond ordinances providing for various capital improvements and acquisitions in and for the Borough; and

WHEREAS, certain capital projects have been completed or otherwise concluded, and unexpended balances remain on the books of the Borough under the ordinances listed herein; and

WHEREAS, it is necessary and in the best interests of the Borough to formally cancel said unexpended balances so that they may no longer be reflected as encumbered, and so that such funds may be returned to Capital Surplus or credited against the respective debt authorization in accordance with the Local Bond Law, *N.J.S.A. 40A:2-1 et seq.*, and the *Local Budget Law, N.J.S.A. 40A:4-1 et seq.*;

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

The unexpended and unencumbered balances of the following ordinances are hereby canceled:

<u>ORDINANCE</u>	<u>SECTION</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2020-1482	A02	Section 20 Costs 2020 Road Program	2,340.00
2020-1482	C01	Heat Coils Police Department	18,500.00
2020-1482	C03	Section 20 Costs Building & Grounds	1,478.71
2021-1497	E02	Acquisition-Firearms Training Simulator	9,948.81
2021-1497	F01	LaTrenta Parking Lot Improvements	213,744.38
2021-1497	G01	Various Road Improvements	3,864.50
2022-1519	B03	Acquisition of Carbine Rifles	81.52
		Improvement-Memorial Drive Tennis Courts	3,125.00
2022-1519	C01		
2022-1519	C03	Improvements-Huff Park Playground	18,926.13
2022-1519	C05	Improvements - Basketball Courts	3,200.00
		Acquisition of Property (127 Summit Avenue)	51,685.40
2022-1524	A00		
2023-1535	D03	Resurfacing Summit Avenue	35,191.96
2023-1535	D04	Resurfacing Terkuile Road	37,186.22
2023-1535	F01	Purchase DPW Rolling Stock	2,310.00
2023-1537	A01	Acquisition of Property (53 Craig Road)	156,383.46
2024-1552	E01	Acquisition of Truck with Plow	12,835.00
			<u>570,801.09</u>

The Chief Financial Officer is hereby directed to record the cancellation of these balances on the books and records of the Borough and to take any further action necessary to effectuate the intent of this Resolution.

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

188-2025 A Resolution Awarding a Contract to Draeger, Inc. for One Alcotest 9510 and Related Equipment and Services Pursuant to State Contract 20-TELE-00933 T3031 For Use By the Montvale Police Department

WHEREAS, the Borough has a need to procure one (1) new Alcotest 9510 and related equipment and services for use by the Montvale Police Department; and

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

WHEREAS, the Borough did solicit a quote from Draeger, Inc., 7256 S. Sam Houston W Pkwy, Suite 100, Houston, Texas 77085, for this Alcotest 9510 and related equipment and services under State Contract 20-TELE-00933 T3031; and

WHEREAS, Draeger submitted a Quote to the Borough dated 9/24/2025, in the total amount of \$22,822.50; and

WHEREAS, the Borough's Police Chief has recommended that the Borough award this contract pursuant to the Draeger Proposal; and

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

NOW THEREFORE BE IT RESOLVED, as follows:

1. The Borough of Montvale does approve the attached Quote from Draeger, Inc., 7256 S. Sam Houston W Pkwy, Suite 100, Houston, Texas 77085, for one (1) Alcotest 9510 and related equipment and services.
2. The Mayor, Borough Clerk and/or Borough Administrator are hereby directed, authorized and empowered to execute an agreement with Draeger consistent with this resolution.
3. This resolution shall take effect immediately.

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

RESOLUTIONS: (CONSENT AGENDA*)

185-2025 Refund Tax Overpayments Due to Duplicate Payments

WHEREAS, a resolution authorizing the Tax Collector to refund an overpayment of taxes for the following properties:

- 190 Summit Ave, Block 2602; Lot 3
- 45 Longridge Road, Block 1802; Lot 15

WHEREAS, duplicate payments were made by the property owners; 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 tax overpayments to the following:

- \$1,948.52 to Jody Graber, 190 Summit Ave, Montvale NJ 07645
- \$5,804.34 to Hanra Lee, PO Box 3, Montvale, NJ 07645

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

186-2025 Amending Resolution No. 141-2025 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 \$425,000.00; 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 \$425,000.00; 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 publish notice of this contract award in the official newspaper of the Borough, in accordance with N.J.S.A. 40A:11-5.

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

BILLS: Municipal Clerk read the Bill Report

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

ENGINEER'S REPORT: Nick Chelius

Submitted the GIS mapping to the DEP awaiting approval; closing out Paragon, Philips and Woodland paving projects; once final inspection is complete then can submit the final paperwork to get reimbursement from the grants; submitted the plans to the county regarding Magnolia and Kinderkamack intersection – have not heard back; tax maps are currently in progress.

ATTORNEY REPORT: David Lafferty, Esq.

The bid package for the Farm is live and will receive bids on October 8th; waiting to hear from the court about the objections regarding the affordable housing.

ADMINISTRATOR REPORT: Joe Voytus

We are moving forward with the website re-design; in connection with that it was suggested we moved to a .gov email address, we are approved for montvalenj.gov or montvale.gov; Councilmembers decided montvalenj.gov; mentioned the pickleball courts are in need of repair; Councilmember Lane asked for an update regarding 48 E Grand Ave property; Joe stated the construction official determined that currently the property does not meet the criteria to be listed as an abandoned property.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Mayor Ghassali mentioned to have Finance department look into reducing the signing of the purchase orders through our current software provider; October 18 is Day at the Farm, food, pumpkins, music etc.

COMMUNICATION CORRESPONDENCE:

None

MEETING OPEN TO THE PUBLIC:

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

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

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

James Zuretti, 48A East Grand Ave

Mr. Zuretti would like know why every criteria has been denied to be considered an abandoned property; why is the owner getting away with this, he is living next to it; This is effecting his mental state; Mayor Ghassali stated that currently it is up for sale by owner and there are a few developers that are interested in buying the property. Mayor Ghassali would like to meet with the owner or speak with him.

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

Councilmember Lane made a motion to go into closed session; seconded by Councilmember Roche – all ayes

ADJOURNMENT:

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

Meeting adjourned at 8:30pm

Regular Meeting of the Mayor & Council will be held at 7:30pm on Thursday, October 9, 2025

Respectfully submitted, Frances Scordo, Municipal Clerk

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 190-2025**

RE: Resolution Approving the Memorandum of Agreement between the Borough of Montvale and the Montvale PBA Local #303

WHEREAS, the Borough of Montvale (the "Borough") and Montvale PBA Local 303 (the "PBA"), are parties to a Collective Negotiations Agreement ("CNA") for the period commencing on January 1, 2021 and expiring on December 31, 2026; and

WHEREAS, the Borough and the PBA have engaged in extended negotiations to clarify and modify certain articles in the CNA; and

WHEREAS, as a result of such negotiations, the Borough and the PBA have agreed upon the terms of a Memorandum of Agreement ("MOA"), the terms of which are incorporated by reference herein; and

WHEREAS, the Borough by adoption of this resolution wishes to memorialize its approval of the MOA.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of Montvale as follow:

1. The MOA as between the Borough and the PBA be and hereby is approved.
2. The Mayor, Borough Administrator and Borough Attorneys are authorized to take any and all necessary actions so as to execute and implement the terms of the MOA.

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

Adopted: October 9, 2025

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 191-2025**

RE: A Resolution Awarding a Contract to GTBM for Outdoor HD License Plate Reader Cameras and Related Equipment and Services Pursuant to State Contract 17-FLEET-00716 and Bergen County Co-Op Contract BC-BID-23-17 For Use By The Montvale Police Department

WHEREAS, the Borough has a need to procure Outdoor HD License Plate Reader Cameras ("LPRs") and related equipment and services for use by the Police Department; and

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

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Borough of Montvale is a member of the Bergen County Co-Op; and

WHEREAS, the Borough did solicit a quote from Gold Type Business Machines, Inc., 351 Paterson Avenue, East Rutherford, New Jersey 07073, for these LPRs and related equipment and services under State Contract 17-FLEET-00716 and Bergen County Co-Op Contract BC-BID-23-17; and

WHEREAS, GTBM submitted a Quote to the Borough dated March 26, 2025, in the total amount of \$64,212.89, of which \$35,812.89 will be paid for out of forfeiture funds; and

WHEREAS, the Borough's Police Chief has recommended that the Borough award this contract pursuant to the GTBM Proposal; and

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

NOW THEREFORE BE IT RESOLVED, as follows:

1. The Borough of Montvale does approve the attached Quote from Gold Type Business Machines, Inc., 351 Paterson Avenue, East Rutherford, New Jersey 07073, for Outdoor HD License Plate Reader Cameras and Related Equipment and Services.
2. The Mayor, Borough Clerk and/or Borough Administrator are hereby directed, authorized and empowered to execute an agreement with GTBM consistent with this resolution.
3. This resolution shall take effect immediately.

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

Adopted: October 9, 2025

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor



GTBM

Better Solutions Every Day

Gold Type Business Machines

351 Paterson Avenue
East Rutherford, NJ 07073
Phone: 201-935-5090
Fax: 201-935-7022

Quoted By
Salesperson

Richie Piccoli
Richie Piccoli

Quote

Created Date 3/26/2025
Quote Number 00001796
Account Montvale Police Department
12 Mercedes Drive
Montvale, NJ 07645
Contact Andrew Fedick

Contract Name	Description
BC-BID-23-17	BC-BID-23-17 Situational Awareness Equip & Accessories

Part Number	Description	Quantity	MSRP	Discount	Total
1: ALPR					
01782-001	Axis Communications AXIS Q1700-LE LPR Full HD Network Camera - Color - Bullet - Dark Gray, Black - TAA Compliant	15	\$1,399.00	10%	\$18,886.50
01164-001	T91B47 Pole Mount 100-410MM	15	\$99.00	10%	\$1,336.50
3PC-1SL	Annual Single competitive camera license- Central Server processing - SaaS / ALPR Vigilant License Avigilon/Axis	6	\$500.00		\$3,000.00
SSUPSYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system	7	\$1,106.00	10%	\$6,967.80
VS-TRVL-01	Vigilant Travel via Client Site Visit	3	\$1,778.00	10%	\$4,800.60
3: Camera Equipment					
NFC201608VFA1C	Altellix 20x16x8 Fiberglass Weatherproof Vented NEMA Enclosure with Cooling Fan and 120 VAC Outlets	3	\$639.00	10%	\$1,725.30
NMKS-400-08	Stainless Steel Pole Mount / Flange Mount Kit for Altellix NFC201608VFA1C	3	\$114.99	10%	\$310.47
HN-0005	Locking Assembly for Communications Box	6	\$9.99	10%	\$53.95
GPOES-8-7AB	8 Port Gigabit PoE Switch with 7 PoE Ports and 1 Uplink	8	\$130.00		\$1,040.00
BEA3-1855-5GC-GN	Cradlepoint W1855 with 3YR NETCLOUD BR 5G ADAP ESSEN PLAN ADV PLAN W1855 OUTDOOR ADAP	3	\$2,549.00	10%	\$6,882.30
ezOutlet5	Internet Enabled IP & Wi-Fi Remote Power Switch with Automatic Reboot - IOS Android Cloud Web Controllable - Single AC Power Outlet	3	\$0.00		\$0.00
3SP9	Industrial Power Strip Metal 5-15R 3 Outlet 5-15P 9' Cord 15 A Current - 120 VAC	3	\$0.00		\$0.00
91F-ZB15-091	SIMPLY NUC, NUC13ANFI7, CORE I7-1360P, 16GB DDR4 MEM, 512GB PCIE GEN 4 2280 M.2 SSD, WINDOWS 11 PRO	3	\$1,484.99	10%	\$4,009.47
4: Labor					

Labor	Install and configure 15 ALPR and 3 communications boxes. Move and reconfigure 1 Avigilon camera and remove one PT camera.	1	\$15,200.00		\$15,200.00
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Grand Total: \$64,212.89

Additional Details: GTBM's scope of work:

- Installation of cameras and communication boxes.
- Configuring & alignment of all cameras.

Electrician's scope of work:

- Provide all electrical work (power direct to cameras communication box).

Customer's scope of work:

- Provide sim cards for the Cradlepoint modems for each "Comms box."
- Provide Traffic control and safety during camera installation.
- Obtain permits or any necessary paperwork to mount on desired poles. (If applicable)
- Provide all electrical work (if City/County Electrician can't perform the work).
- Provide mast at locations that do not currently have one.

BCPO HAS THE DISCRETION AT ANY MOMENT TO NOT PAY FOR THE PRODUCT OR A PORTION OF THEM. CUSTOMER IS RESPONSIBLE FOR REMAINING BALANCE IF SO.

Customer agrees and acknowledges to remit payment upon delivery and installment of the above or, if Customer delays the installation after delivery of the above by more than ten (10) days, Customer will remit payment.



MARK MUSELLA
Bergen County Prosecutor

Office of the County Prosecutor

County of Bergen

Two Bergen County Plaza
Hackensack, New Jersey 07601

(201) 646-2300

HEATHER SUFFIN
First Assistant Prosecutor

THOMAS MCGUIRE
Executive Assistant Prosecutor

BRANDY MALFITANO
Deputy First Assistant Prosecutor

MATTHEW FINCK
Chief of Detectives

September 24, 2025

Chief Douglas McDowell
Montvale Police Dept.
12 DePiero Drive, 2nd Floor
Montvale, NJ 07645

Re: Request to Expend Forfeiture Funds – Purchase of License Plate Reader Cameras

Dear Chief McDowell:

I have reviewed your letter wherein you requested to utilize \$35,812.89, in forfeited funds for the above-mentioned expense. Your request conforms to the guidelines established by the Attorney General's Office for the use of forfeiture funds, provided that no funds have been allocated for this expenditure in your department's regular operating budget. Subject to that qualification, I have approved your request.

Your department must pay for the expense using municipal funds and then be reimbursed with forfeiture funds. The county's department of administration and finance will include a Forfeited Funds Control Form #2 and a direct voucher or purchase order with this letter. Please sign the control form and voucher or purchase order where indicated and submit them, together with a cancelled check as proof of payment, to Executive Assistant Prosecutor Thomas S. McGuire. When Executive Assistant Prosecutor McGuire receives those items, he will authorize the Bergen County Treasurer to send a check to you for the expended amount, made payable to your municipality and drawn against the forfeited funds in your Municipal Escrow Account (MEA).

If you have any questions, please contact Assistant Prosecutor Maryann Salemi at 201-226-5121.

Very truly yours,

MARK MUSELLA
BERGEN COUNTY PROSECUTOR

MM/mf

cc: Executive Assistant Prosecutor Thomas McGuire
Senior Assistant Prosecutor MaryAnn Salemi
Chief Matthew Finck



A State Accredited and Nationally Recognized Law Enforcement Agency



Borough of Montvale

12 DePiero Drive, 2nd Floor
Montvale NJ 07645

www.montvale.org

Ph: 201-391-5700

Fx: 201-391-9317

23 September 2025

Mark Musella, Esq.
Bergen County Prosecutor
Two Bergen County Plaza
Hackensack, NJ 07601

RE: Request for Expenditure of Seizure Funds

Dear Prosecutor Musella:

The Borough of Montvale Police Department is looking to expand its Borough-wide system of License Plate Reader cameras to cover additional areas that currently do not have extensive coverage. The cameras currently installed throughout the Borough have been instrumental in solving a number of crimes, including the increasing numbers of shoplifting and robberies taking place in new commercial developments. The Borough believes that expanded coverage by LPRs will allow for higher local closure rates and will further allow the Montvale Police Department to assist neighboring departments with their own investigations.

The Borough only budgeted \$28,400 for the purchase of LPR cameras in 2025 but would like to purchase additional LPR cameras to further enhance police capabilities. The vendor for this purchase is GTBM, 351 Paterson Avenue, East Rutherford, New Jersey 07073. The attached Quote dated March 26, 2025 in the total amount of \$64,212.89 was solicited based on Co-Op Bid # BC-Bid-23-17. The Police Department needs \$35,812.89 in funds to complete this purchase.

The Borough of Montvale would like to use forfeiture funds for this purchase. As this expenditure exceeds \$5,000, both my signature and the signature of Police Chief Douglas McDowell appear below. The Department recognizes that any subsequent or future purchase related to this project will be the responsibility of the Borough.

I would respectfully request confirmation from your office that the requested funds in the amount of \$35,812.89 will be made available to the Borough. Should you have any questions or concerns, please do not hesitate to reach out to me or to the Police Chief.

Thank you.

Respectfully submitted,


Joseph Voytus
Montvale Borough Administrator


Douglas McDowell
Montvale Police Chief



COUNTY OF BERGEN
ATTN: ACCOUNTS PAYABLE
ONE BERGEN COUNTY PLAZA
ROOM 501
HACKENSACK, NJ 07601
(201) 336-6550

PURCHASE ORDER

No. 326177

(This order is Tax Exempt per N.J.S.A. 54:32 B-9(A)(1))

DEPARTMENT NAME
PROSECUTOR OFFICE - REQ
ACCOUNTING CODE OF SOURCE FUNDS
COMM. CODE
1212

ORDER DATE
09/26/2025
REQUISITION NO.
337576
CONTRACT NO.
RESOLUTION DATE
PAGE OF PAGES
1 of 1
THIS IS A SINGLE PAGE
P.O. UNLESS INDICATED AT LEFT

VENDOR

MONTVALE POLICE DEPARTMENT
12 MERCEDES DRIVE
MONTVALE NJ 07645

SHIP
TO

BERGEN COUNTY PROSECUTOR'S OFFICE
TWO BERGEN COUNTY PLAZA
4TH FLOOR RECEPTION
HACKENSACK NJ 07601
RECEPTION DESK

VENDOR CODE 922474

BERGEN COUNTY TAX EXEMPT #22-6002426

ALL ORDERS F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED

BCPO - MEA 2025 License Plate Reader Cameras

BUDGET ACCT NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	COST
1320056275039	1.000	ea.	Reimbursement to the MONTVALE Police Department's Municipal Escrow Account (MEA) for the purchase of License Plate Reader Cameras INV# 92425-1 confirmation do not duplicate	35812.8900	35,812.89

FULLY EXECUTED VOUCHER MUST BE RETURNED WITH YOUR INVOICE TO COUNTY ACCOUNTS PAYABLE

TOTAL COST

35,812.89

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein, that no bonus has been given or received by any person or persons with in the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing, and that the amount charged is a reasonable one. Contracts entered into with the County of Bergen must be compliant with N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq. regarding affirmative action and EEO, the local public contracts law N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 34:11-56.37 & 34:11-56.38 of the "Prevailing Wage Act" where applicable.

**NO ORDER VALID UNLESS SIGNED
BELOW BY PURCHASING AGENT**

PURCHASING AGENT

09/26/2025

DATE

THE ARTICLES WERE RECEIVED OR THE SERVICES WERE PERFORMED
AS STATED ABOVE:

AUTHORIZED SIGNATURE

PRINT NAME

DATE

VENDOR Montvale Police Department DATE 9/30/2025

SIGNATURE

TITLE

VENDOR TAX ID NO.

22-6002101

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 192-2025**

RE: RESOLUTION ACCEPTING AND AUTHORIZING THE PROPOSAL AND AGREEMENT OF LEW ENVIRONMENTAL SERVICES LLC FOR PROFESSIONAL SERVICES FOR VISUAL ASSESSMENT SERVICES OF RENTAL UNITS TO COMPLY WITH N.J.A.C. 5:28A

WHEREAS, the Borough of Montvale (the "Borough") has a need for professional administrative and testing services related to satisfying its obligations to perform lead paint inspections of all Borough rental units as required under N.J.A.C. 5:28A; and

WHEREAS, Lew Environmental Services LLC ("Lew") is experienced and qualified in managing and providing administrative and testing services related to visual assessment services and dust wipe sampling services, including but not limited to, educating the public in regards to lead paint sampling and testing requirements, direct billing of rental unit owners, maintaining a database of all rental units, status of compliance, results of testing/assessment and status of remediation if any; and

WHEREAS, the Borough has received the attached Professional Service Agreement and wishes to contract for such services.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Montvale, County of Bergen, State of New Jersey, that it hereby accepts, authorizes and awards a contract to Lew Environmental Services LLC to provide professional administrative and visual assessment services related to the Borough's obligations to perform lead paint inspections of all Borough of Montvale rental units as required under N.J.A.C. 5:28A; and

BE IT FURTHER RESOLVED that the Mayor or Borough Administrator are hereby authorized to execute a Professional Services Agreement for said services in the attached form; and

BE IT FURTHER RESOLVED, that the Borough Clerk shall cause to be printed in the official newspaper of the Borough a brief notice of the award of this contract stating the nature of this award and that this resolution and contract are on file and available for public inspection in the office of the Clerk as required by N.J.S.A. 40A:11-5(1)(a)(i)

1. The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.
2. A Notice of this action shall be printed once in the official newspaper of the Borough.

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

Adopted: October 9, 2025

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

PROPOSAL/CONTRACT
Professional Services- Staffing
from a NJ Department of Community Affairs
Certified Lead Evaluation Contractor
Proposal Number 4846

Client Information

Joseph Voytus
Montvale Borough
12 DePiero Drive
Montvale, NJ 07645
Phone: 201-391-5700
Email jvoytus@montvaleboro.org

Site Information

Montvale Borough, NJ

Background

The above mentioned municipality is requesting a proposal for a Professional Services Agreement for Staffing to support management of lead testing of rental units of Montvale Borough, NJ to comply with NJAC 5:28A.

Scope of Services

Staffing Support for Dust Wipe Sampling Inspection Program

The municipality is managing a program to ensure compliance lead testing for rental units as per NJAC 5:28A. LEW Environmental Services, LLC will support the program through providing staffing and technology to:

- Reach out to property owners to notify them about the law and compliance
- Provide online and personnel for property owners to schedule services
- Provide visual lead inspections, dust wipe sampling, XRF inspections if the property owner would like the option of being lead free, and post remediation/clearance inspections
- Bill and collect payments for the inspections, as well as any municipal and state fee required
- Provide the municipality to a portal that contains all real-time data and record keeping required to be in compliance with the act (inspection schedules, inspection results, tenant turnover, lead-safe certifications)

Staffing Support Process

The municipality will provide to LEW Environmental Services LLC. (LEW) a listing of all contact information associates with the rental units requiring dust wipe assessment to comply with NJAC 5:28A. In addition, the municipality will provide LEW with a letter stating that LEW has been contracted to provide service at defined rates and maintain required information on behalf of the municipality.

LEW will reach out to all units to educate them on the law, requirement, and schedule services. LEW will perform the Visual Assessment Services or Dust Wipe Sampling, as required by NJDCA method of inspection list, and bill the owner of the units for the services. LEW will maintain in its proprietary database a listing of all rental units, the status of compliance, the results of the initial assessment, and the status of remediation, if required. LEW will provide the municipality a monthly reporting documenting the status of each rental unit.

There is no direct fee to the municipality from LEW, all fees are billable and payable to the property owner.

Scope of Services: Dust Wipe Sampling

LEW Environmental Services LLC. (LEW) hereby proposes to furnish all the materials and perform all the labor necessary for the completion of dust wipe sampling. A minimum of 4 rooms in the dwelling (if dwelling has less than 4 rooms, all rooms will be sampled) shall be selected according to documented methodologies. One floor sample and one window sill samples shall be collected from each room. Dust wipes shall also be collected in the adjacent common area from a floor and window sill, if a window is present. In addition, one QAQC blank sample will be collected. LEW shall then compare the residual lead level (as determined by the laboratory analysis) from each single surface dust sample with the regulatory hazard standard for lead in dust on floors and interior window sills. If the residual lead level in a single surface dust sample equals or exceeds the applicable hazard standard, the component and any similar components in unsampled rooms represented by the exceeded sample shall be cleaned and retested including dust wipes (additional site visit and dust wipe fees will apply). If none of residual lead level in a single surface dust sample equals or exceeds the applicable hazard standard, a lead safe certificate will be issued per NJAC 5:28A.

LEW is licensed/certified by the applicable regulatory agency to perform the proposed services and all of our environmental professionals and staff are certified by the appropriate regulatory agency.

Property Owner Fees, Interest, and Changed Circumstances

LEW would like to thank you for allowing us this opportunity to be of service and proposes to perform the above stated services for the following amount:

Dust Wipe Sampling per unit: \$295.00 inclusive of 10 dust wipe samples.

***An XRF (X-Ray Fluorescence) inspection is available to the requesting party as an add-on to the dust wipe inspections for an additional \$150.00 per unit.** An XRF inspection will allow a dwelling unit to be certified lead-based paint free and become exempt from the regulation forever. * A Lead-Free Certificate will only be issued if no lead-based paint is found.

Post Remediation Inspection/Clearance: \$295.00 per unit including dust wipe samples.

Mailers/Postcards to Landlords (If requested): \$1.10 per unit

Report will be digitally delivered ten (10) business days after all sample results are received from the lab. If no samples were taken, the report will be digitally delivered ten (10) business days after the site visit.

LEW's pricing includes report delivery in a digital format. Hard copies will be provided for an additional fee of \$50.00.

Incidentals: All incidentals not specifically stated in LEW's "Scope of Services" above, will be invoiced at cost plus 10%.

Payment Terms, Interest, and Costs of Collection: Net, 0, 18% Payment for services are due upon completion of work. Unpaid balance shall be subject to an additional charge at the rate of 1-1/2% per month, or the maximum permitted by law, from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Property Owner shall reimburse LEW for all attorney's fees and costs related to collection of overdue payments. The Property Owner shall remain obligated to pay LEW for the services even though the test results or report produced by LEW may contain conclusions unfavorable to the Client's interests.

Credit Card Security: Credit card security (Visa or MasterCard) is required on all LEW projects prior to mobilization. Credit cards will not be charged until completion of services as detailed in this Contract. If Property Owner prefers to pay by other means, such payments must be made prior to completion of our on-site visit. **3% fee will be charged on all credit card payments.**

Changed Circumstances, Additional Work, and Additional Fees: LEW will not be responsible for encounters revealing additional work that may affect the Scope of Services and pricing. LEW reserves the right to amend the Scope of Services and pricing if circumstances change. Should additional services be requested by the Client and/or additional services be recommended by LEW to further delineate the environmental issue being evaluated or be required to further remedy the problem identified in the Scope of Services. LEW will request a change order where circumstances change. No additional work shall be performed without the issuance of a written change order signed by the Client.

Respectfully submitted this day on behalf of LEW: 09/24/2025
Per: Jessica Pacheco Arteaga

Arbitration of Disputes

Client hereby agrees that any and all disputes arising out of or related to this Contract including, but not limited to, disputes concerning breach of contract, express and implied warranties, representations and/or omissions, personal injuries, and all other torts and statutory causes of action ("Claims") shall be resolved by binding arbitration in accordance with the rules and procedures, as applicable, of the American Arbitration Association ("AAA") or its successor or an equivalent organization selected by LEW. In addition, Client agrees that Client may not initiate any arbitration proceeding for any Claim(s) unless and until Client has first given LEW specific written notice of each claim (at 181 US Hwy 46, Mine Hill, NJ 07803) and given LEW a reasonable opportunity after such notice to cure any default. The provisions of this paragraph shall be governed by the provisions of the Federal Arbitration Act, 9 U.S.C. § 1, et seq. and shall survive completion of the Services described herein.

Additional Terms & Conditions

- **Contract** - This document and any attachments constitute the entire contract and agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Contract. This document and any attachments shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like documents. The parties may only amend this Contract by a written document duly executed by both parties.
- **Warranty** - LEW warrants that its services will be performed using the degree of care and skill ordinarily exercised by, and consistent with the standards applicable to, persons performing similar services under similar conditions in the same locality as the site(s). LEW shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Contract. No other warranty or representation, expressed or implied, is included or intended and all implied warranties are disclaimed.
- **Liability Limits and Disclaimer**- The Client agrees that LEW's total liability for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Contract from any cause or causes, including, but not limited to, LEW's negligence, errors, omissions, strict liability, breach of contract, breach of any statute (including consumer fraud statutes), or breach of warranty shall not exceed LEW's total fee under this Contract or \$25,000, whichever is less. In no event shall LEW be liable to Client for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under the Contract. .
- **Force Majeure** - LEW will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.
- **Unforeseen Occurrences** - LEW shall not be responsible for any damages or losses resulting from unforeseen occurrences beyond reasonable control of LEW or acts of God; Defective plans, specifications, drawings or verbal communications provided by Client; Discoveries or events that occur and could not be reasonably anticipated due to limitations of the scope of the work and where due diligence was performed in avoiding such events.
- **Indemnity** - LEW has neither created nor contributed to the creation or existence of any hazardous, pollutant, irritant, radioactive, toxic, or otherwise dangerous substance or condition on site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss which may be caused by exposures to such substances or conditions. Furthermore, Client agrees to defend, indemnify, and hold LEW harmless from any claim, liability, loss, cost, or expense (including attorneys' fees) arising from or related to LEW's services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of LEW, its employees, officers and agents.
- **Termination** - This Contract may be terminated in whole or in part in writing by either party in the event of substantial or material failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party, providing that no such termination may be effective unless the other party is given: (1) not less than ten (10) calendar days written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. The Client shall compensate LEW for services performed prior to termination and for prior authorized commitments made by LEW on the Client's behalf.
- **Governing Law** - The laws of the State of New Jersey shall govern the validity and interpretation of this Agreement.
- **Invalid Terms** - If any of the terms and Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

- **LEW Reliance** - Unless otherwise specifically indicated in writing, LEW shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.
- All work will be performed on Monday through Friday between the hours of 8:00am and 5:00pm, unless otherwise agreed.

This Proposal/Agreement and the described procedures, strategies and pricing is to be used only for the purpose of offering services to the above named "Client" and is intended for the "Client" named above only. This Proposal/Agreement and its content and pricing should not be given to, or followed by any other entity. This Proposal/Agreement and pricing should not be used as a specification or guideline without LEW's written authorization.

Length of Proposal: It is understood that this proposal is valid for a term of forty- five (45) days, unless otherwise extended in writing by LEW.

ACCEPTANCE OF PROPOSAL/CONTRACT

The above services, specifications, conditions and fees are satisfactory and are hereby accepted. The LEW is authorized to do the services as specified. Payment will be made as outlined above.

Proposal Number 4846

Property Block and Lot numbers are required for Lead Certificates.

Accepted by: _____ Date: _____

Accepted by LEW: Jessica Pacheco Arteaga Date: 9/24/2025

Client Information Use Client Info

Joseph Voytus
Montvale Borough
12 DePiero Drive
Montvale, NJ 07645
Phone: 201-391-5700
Email jvoytus@montvaleboro.org

BILLING/INVOICING INFO

Contact Name: _____
Contact Phone: _____
Contact E-mail: _____

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	\$3,613,329.36	Bill List Wire 10/9/2025
	<u>369,987.38</u>	Wires/Manual Checks
Current TOTAL	3,983,316.74	
Capital	46,331.09	Bill List Wire 10/9/2025
Escrow	6,847.50	Bill List Wire 10/9/2025
Housing Trust	3,286.82	Bill List Wire 10/9/2025
Open Space Trust	546.25	Bill List Wire 10/9/2025
General Trust	648.75	Bill List Wire 10/9/2025
Dog Trust	300.00	Bill List Wire 10/9/2025

TOTAL \$4,041,277.15

*This resolution was adopted by the Mayor and Council of Montvale
at a meeting held on 10/9/25*

Introduced by: _____

Approved: 10/9/25

Seconded by: _____

Michael Ghassali, Mayor

ATTEST:

Frances Scordo, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
October 9, 2025

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Vendor/Transaction</u>	<u>Amount</u>
WIRE		9/26/25	Payroll Account	\$244,413.67
WIRE		9/26/25	Salary Deduction Account	\$125,488.71
WIRE		9/26/25	FSA Account	\$85.00

Total

\$369,987.38

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

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00019	MUNICIPAL CAPITAL CORPORATION	25-00272	02/19/25	COPY MACHINE LEASE	Open	199.00	0.00		B
00023	BERGEN CTY UTILITIES AUTHORITY	25-00216	02/06/25	2025 SEWER SERVICE CHARGES	Open	282,045.00	0.00		B
00026	E2/ECTA, Inc	25-01287	10/06/25	Escrow Refund (2602/6)	Open	265.00	0.00		
00046	COUNTY OF BERGEN, TREASURER	25-01279	10/03/25	SHOWMOBILE- DAY AT THE FARM	Open	250.00	0.00		
00065	GENERAL CODE PUBLISHERS, LLC	25-01281	10/06/25	GC TERM TRACKER RENEWAL	Open	210.00	0.00		
00097	CABLEVISION	25-01291	10/07/25	07873-218840-01-0 OPTIMUM	Open	27.70	0.00		
		25-01292	10/07/25	07873-240495-01-5 OPTIMUM	Open	240.94	0.00		
						268.64			
00104	MONTVALE BOARD OF EDUCATION	25-00005	01/07/25	2025 LOCAL SCHOOL TAXES	Open	1,670,316.00	0.00		B
00112	MONTVALE SENIOR CLUB	25-01260	10/02/25	PICNIC TENT RENTAL	Open	820.00	0.00		
00116	VERIZON	25-01280	10/03/25	651-285-414-0001-73 VERIZON	Open	411.79	0.00		
00125	NORTHWEST BERGEN REGIONAL	25-00077	01/14/25	2025 HEALTH SERVICES	Open	6,974.00	0.00		B
00137	PASCACK VALLEY REGIONAL HS DST	25-00006	01/07/25	2025 REGIONAL SCHOOL TAXES	Open	1,326,574.59	0.00		B
00212	RHODE ISLAND NOVELTY	25-01082	08/18/25	DITP PRIZES	Open	1,063.15	0.00		
00215	TOWNSHIP OF RIVER VALE	25-00004	01/07/25	2025 PASCACK VALLEY DPW	Open	188,410.59	0.00		B
00258	ROCKLAND ELECTRIC COMPANY	25-01272	10/02/25	ROCKLAND ELECTRIC 156 SUMMIT	Open	6,768.73	0.00		
		25-01274	10/02/25	ROCKLAND ELECTRIC SEPTEMBER	Open	20,108.60	0.00		
						26,877.33			

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00284	DAVID ZUIDEMA, INC.	25-01077	08/14/25	DITP PORTABLE TOILETS	Open	625.00	0.00		
00292	HIGHWAY TRAFFIC SUPPLY	25-01263	10/02/25	DEPIERO DRIVE STREET SIGN	Open	70.53	0.00		
00426	TREASURER, STATE OF NEW JERSEY	25-01273	10/02/25	QTRLY MARRIAGE LICENSE REPORT	Open	150.00	0.00		
00541	TECHNICAL FIRE SERVICE INC.	24-00996	07/22/24	ANNUAL TESTING FIRE PUMPS	Open	900.00	0.00		
00554	BERGEN MUNI.EMPL.BENEFITS FUND	25-00018	01/07/25	2025 HEALTH BENEFITS	Open	80,601.00	0.00		B
00731	COLLIER'S ENGINEERING & DESIGN	24-00154	01/24/24	OPEN SPACE & RECREATION PLAN	Open	546.25	0.00		B
		24-01705	12/04/24	CONTINUED SERVICES AFFORDABLE	Open	1,478.92	0.00		B
		25-00165	01/27/25	2025 BOROUGH PLANNER	Open	617.50	0.00		B
		25-00324	02/27/25	NJDOT FY2025 - PARAGON DRIVE	Open	22,660.00	0.00		B
		25-00640	05/09/25	2024 TIER-A MUNICIPAL SEPARATE	Open	3,348.75	0.00		B
		25-01266	10/02/25	Professional Services Rendered	Open	2,518.75	0.00		
		25-01267	10/02/25	Municipal Engineering Review	Open	380.00	0.00		
		25-01268	10/02/25	Municipal Engineering Review	Open	648.75	0.00		
						32,198.92			
00999	AMAZON.COM SERVICES, INC.	25-01254	09/29/25	OFFICE SUPPLIES	Open	126.16	0.00		
01144	METICULOUS CLEANING SERVICES	25-01169	09/09/25	CLEANING OF FIREHOUSE	Open	285.00	0.00		
01227	PIAZZA & ASSOCIATES, INC.	25-00161	01/27/25	2025 AFFORDABLE HOUSING SVCS	Open	1,807.90	0.00		B
01278	MCNERNEY & ASSOCIATES, INC.	25-01223	09/22/25	PROFESSIONAL SERVICES RENDERED	Open	1,100.00	0.00		
01367	VLADICK, MATTHEW	25-01241	09/25/25	REIMB CLOTHING ALLOWANCE	Open	132.91	0.00		
01431	THE SIGTIST	25-01033	08/05/25	PD 2024 DURANGO LETTERING	Open	825.00	0.00		
01471	RICCIARDELLA ELECTRIC INC.	25-01158	09/08/25	SERVICE CALL 12 DEPIERO	Open	4,178.00	0.00		
		25-01199	09/17/25	LATRENTA WATER HEATER	Open	295.00	0.00		
						4,473.00			
01616	GEORGI'S HOOK UP LLC.	25-00883	07/02/25	PD WINDOW TINIS	Open	180.00	0.00		

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Vendor #	Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01624	CMRS-FP						
25-00142	01/23/25	REFILL POSTAGE METER 2025	Open	800.00	0.00		B
01643	LORANGER, LISA						
25-01252	09/26/25	MAILCHIMP REIMBURSEMENT	Open	110.00	0.00		
01646	NJRPA						
25-01127	09/02/25	MEMBERSHIP RENEWAL	Open	275.00	0.00		
01757	COMPLETE SECURITY SYSTEMS INC.						
25-01160	09/08/25	FIRE ALARM MONITORING YR BAL	Open	1,508.45	0.00		
01890	GREATAMERICA FINANCIAL SRVCS.						
25-00106	01/15/25	POSTAGE MACHINE LEASE	Open	289.00	0.00		B
01954	STEWART & STEVENSON POWER PROD						
25-01275	10/03/25	MONTVALE ENGINE M-1	Open	1,720.00	0.00		
01990	NY FIRE EQUIPMENT, LLC						
25-01093	08/18/25	Equip for new engine M3	Open	17,231.25	0.00		
02025	JL TOOLS, LLC						
25-01138	09/03/25	PD LITHIUM JUMP STARTER	Open	267.30	0.00		
02141	REGAN, ROBERT T., ESQ.						
25-00335	03/04/25	2025 RETAINER	Open	5,000.00	0.00		B
25-01265	10/02/25	Professional Services Rendered	Open	<u>3,683.75</u>	0.00		
				8,683.75			
02230	DESANTO, JOSEPH						
25-01255	09/30/25	Veterinarian Services	Open	300.00	0.00		
02264	RP TECH SERVICES						
25-00425	03/24/25	COMPUTER MAINTENANCE/LICENSING	Open	2,529.05	0.00		B
02307	ALLAN BRITWAY ELECTRICAL						
25-00679	05/20/25	REPLACE TRAFFIC SIGNAL	Open	2,620.00	0.00		
25-01116	08/26/25	REPAIR TRAFFIC SIGNAL	Open	<u>1,274.84</u>	0.00		
				3,894.84			
02324	T-MOBILE USA INC.						
25-01197	09/17/25	DB CELL PHONE DUMPS	Open	500.00	0.00		
02327	PARTY ANIMAL BY DAFFODIL						
25-01285	10/06/25	DAY AT THE FARM PETTING ZOO	Open	2,800.00	0.00		
02408	MCDOWELL, DOUGLAS						
25-01193	09/17/25	REIMB PD BODY CAMERA MOUNTS	Open	444.74	0.00		
03215	UNUM LIFE INSURANCE						
25-00039	01/09/25	2025 LIFE INSURANCE	Open	232.65	0.00		B

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Vendor #	Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03589		DELL MARKETING LP					
25-01230	09/23/25	Dell Pro16 Laptop-Planning Brd	Open	956.09	0.00		
03727		STAPLES INC					
25-01173	09/09/25	Ink Cartridges	Open	443.70	0.00		
25-01174	09/11/25	PD OFFICE SUPPLIES	Open	143.44	0.00		
				587.14			
Total Purchase Orders:		59	Total P.O. Line Items:	0	Total List Amount:	3,671,289.77	Total Void Amount: 0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND 2024	4-01	900.00	0.00	900.00	0.00	0.00	900.00
CURRENT FUND 2024	5-01	3,612,429.36	0.00	3,612,429.36	0.00	0.00	3,612,429.36
CAPITAL FUND	C-04	46,331.09	0.00	46,331.09	0.00	0.00	46,331.09
BOA ESCROW ACCOUN	E-08	6,847.50	0.00	6,847.50	0.00	0.00	6,847.50
OTHER TRUST ACCOU	T-03	3,935.57	0.00	3,935.57	0.00	0.00	3,935.57
DOG TRUST ACCOUNT	T-12	300.00	0.00	300.00	0.00	0.00	300.00
OPEN SPACE TRUST	T-14	546.25	0.00	546.25	0.00	0.00	546.25
Year Total:		4,781.82	0.00	4,781.82	0.00	0.00	4,781.82
Total Of All Funds:		3,671,289.77	0.00	3,671,289.77	0.00	0.00	3,671,289.77