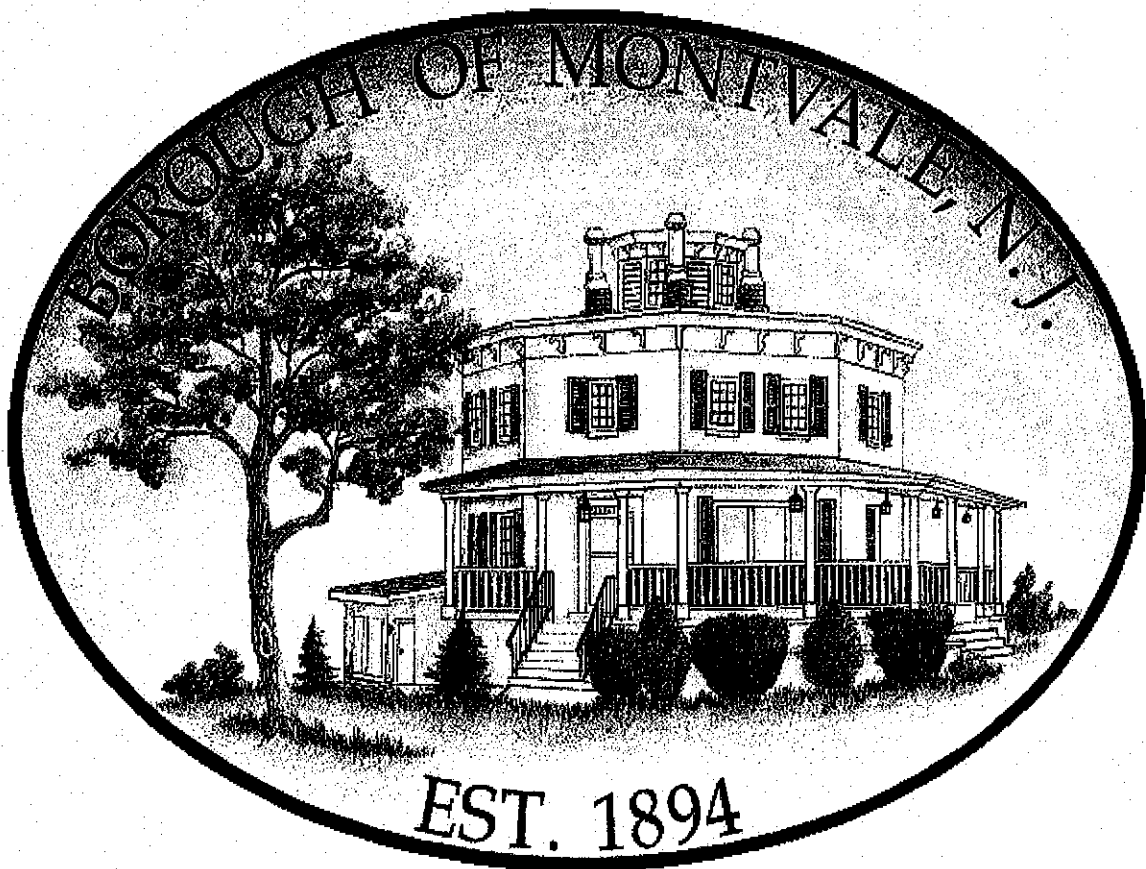


MAYOR AND COUNCIL MEETING

JANUARY 9, 2018



**AGENDA
PUBLIC MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
January 9, 2018
Closed/Executive Session 6:30 p.m.
Meeting to Commence 7:30 P.M.**

CLOSED/EXECUTIVE SESSION:

Motion to move into Executive Session as provided for by Resolution No. 15-2018 adopted on January 1, 2018 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:
Council on Affordable Housing/Potential Litigation

1. COAH – Council on Affordable Housing
2. Culhane Property/Potential Litigation

Minutes to be disclosed as per the Open Public Meetings Act and Resolution No. 14-2018 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 Koelling
Councilmember Curry	Councilmember Lane
Councilmember Gloeggler	Councilmember Weaver

SWEARING IN: Probationary Police Officer: Andrew Michael Boman

MONTVALE RECREATION:

RECOGNATION: Winners of the Holiday House Decorating Contest:

Best Use of Lights: The Manole Family

Best Theme: The Evans Family

Best Neighborhood: The Keel Family, The Varian Family, The Gungil Family

ORDINANCES:

INTRODUCTION OF ORDINANCE NO. 2018-1440 AN ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 109 OF THE BOROUGH CODE TO ESTABLISH REQUIREMENTS FOR REPAVING ROADS IN THE EVENT OF CERTAIN STREET OPENINGS

(Public Hearing 1/30/17)

INTRODUCTION OF ORDINANCE NO. 2018-1441 AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 128 OF THE CODE OF THE BOROUGH OF MONTVALE TO REVISE STANDARDS CONCERNING TEMPORARY WALL SIGNS IN THE AH-26 AFFORDABLE HOUSING DISTRICT

(Public Hearing 1/30/17)

MEETING OPEN TO PUBLIC:

Agenda Items Only

MEETING CLOSED TO PUBLIC:

Agenda Items Only

MINUTES:

December 26, 2017

Sine Die January 1, 2018

MINUTES CLOSED/EXECUTIVE SESSION:

December 26, 2017

RESOLUTIONS:

- 35-2018 Appointing Probationary Montvale Police Officer/Andrew Boman
- 36-2018 Authorize Change Order # 5 Montvale Intersection Improvements/Widening of Chestnut Ridge Road
New Price Construction Co., Inc.
- 37-2018 Hiring Full Time Recreation Director/Administrative Floater/Field Scheduling/ L. Dent
- 38-2018 Appointing / Permanent Montvale Police Officer /Ryan Dubelbeiss
- 39-2018 A Resolution Approving a Temporary Construction and Access Easement Agreement to Address
Invasive Bamboo in and around Montvale Avenue – Block 712, Lot 10
- 40-2018 A Resolution Approving a Temporary Construction and Access Easement Agreement to Address
Invasive Bamboo in and around Montvale Avenue – Block 713, Lot 3
- 41-2018 A Resolution Approving a Temporary Construction and Access Easement Agreement to Address
Invasive Bamboo in and around Montvale Avenue – Block 712, Lot 9
- 42-2018 Appointment/Permanent Montvale Police Officer/Russell DiLauri

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.

- 21-2018 Awarding Professional Service Contract/Records Management Services/Narita Maraj/LLC
- 22-2018 Award Professional Service Contract / Borough Attorney / Boggia & Boggia
- 23-2018 Award Professional Service Contract / Borough Auditor / Lerch, Vinci & Higgins
- 24-2018 Award Professional Service Contract / Engineering Services / Maser Consulting P.A.
Andrew R. Hipolit, P.E., PP., C.M.E.
- 25-2018 Award Professional Service Contract / Borough Planner / Maser Consulting, P.A.
Darlene Green
- 26-2018 Awarding Service Contract / Agreement Tri-State Technical Services / Computers &
Peripherals
- 27-2018 Appointment of A Risk Management Consultant In Accordance With The Requirements
Set Forth By The Bergen County Municipal Joint Insurance Fund (BCMJIF)
Professional Insurance Associates, (P.I.A), Inc.
- 28-2018 Award Professional Service Contract/Prosecutor/Alternate Prosecutor/Public
Defender/Alternate Public Defender/Pascack Joint Municipal Court
- 29-2018 Awarding Contract Northwest Regional Health Commission/2 Year Contract 2018-2018
- 30-2018 Authorize Contract Animal Control Services/Tyco
- 31-2018 Award Professional Service Contract Administrative Agent for the Borough consistent
With N.J.A.C. 5:80-26.14 and to coordinate the affirmative marketing, review/
Approval of the sale and rental of affordable units/Piazza & Associates, Inc.
- 32-2018 Mutual Aid Plan & Rapid Deployment Force Interlocal Service Agreement
- 33-2018 A Resolution of the Borough of Montvale Renewing the Contract to Flanagan
Productions, LLC, as an Extraordinary Unspecifiable Service for Website Design,
Hosting and Support and Related Services
- 34-2018 A Resolution To Appoint A Health Benefits Consultant Relative To The Borough's Membership
In The Bergen Municipal Employee Benefits Fund (BMED) Commencing January 1, 2018

BILLS:**REPORT OF REVENUE:**

COMMITTEE REPORTS:

ENGINEER'S REPORT:

Andrew Hipolit

Report/Update

- a. Suez United Water Update/Montvale Fire House
- b. HVAC System Montvale Municipal Building

ATTORNEY REPORT:

Joe Voytus, Esq.

Report/Update

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

- a. Letter of Resignation/M. Leposky/Tax Assessor

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:

The next Meeting of the Mayor and Council will be held January 30, 2018 at 7:30 p.m.

2018 SCHEDULED BUDGET MEETINGS:

January 30th, 2018 6:00 p.m.

February 13th, 2018 6:00 p.m.

February 27th, 2018 6:00 p.m.

*******Disclaimer*******

Subject To Additions And/Or Deletions

**BOROUGH OF MONTVALE
ORDINANCE NO. 2018-1440**

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 the 9th day of January 2018, 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 the 30th day of January 2018 at 7:30 pm 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.

Maureen Iarossi Alwan, Municipal Clerk
Borough of Montvale

ORDINANCE NO. 2018-1440

AN ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 109 OF THE BOROUGH CODE TO ESTABLISH REQUIREMENTS FOR REPAVING ROADS IN THE EVENT OF CERTAIN STREET OPENINGS

WHEREAS, repaving and maintaining Borough roadways is a costly endeavor that is often planned by the Borough years in advance of work actually taking place; and

WHEREAS, the Borough takes all reasonable steps to ensure that utility companies are made aware of which roads are part of the Borough's road program, so that any planned utility work can be done before roads are repaved; and

WHEREAS, despite this, utility companies and other entities and individuals often request road opening permits on newly-paved roadways, causing inconvenience and additional costs for Borough residents; and

WHEREAS, the Borough is desirous of adopting a policy that will ensure that utilities and other entities and individuals who request road opening permits appropriate repair and repave the Borough roadways affected.

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

Section 1. The Code of the Borough of Montvale, Chapter 109, "Streets and Sidewalks," Article VIII, "Street Openings," Section 63, "Protection of work; compliance with regulations," is hereby amended and supplemented by adding the underlined text and deleting the [bracketed] text as follows:

§109-63 Protection of work; compliance with regulations.

...

L. Repaving of roads required.

1. Notwithstanding anything in this Article to the contrary, in the event that a permittee excavates a street opening of a length greater than three (3) feet, repaving of the street shall be required in accordance with the following requirements:
 - a. For a street that has been paved within the past five years of the permit application, the permittee shall be required to repave the full width of the road, to a distance of a minimum of 50 feet from the ends of the trench. The method of paving and the materials to be used shall be at the discretion of the Borough Engineer.
 - b. For a street that has not been paved within the past five years of the permit application and which affects only one lane of the street, the permittee shall be required to repave the road from the centerline to the curb in which the trench is located, to a distance of a minimum of 50 feet from the ends of the trench. The method of paving and the materials to be used shall be at the discretion of the Borough Engineer.
 - c. For a street that has not been paved within the past five years of the permit application and which affects more than one lane of the street, the permittee shall be required to repave the full width of the road, to a distance of a minimum of 50 feet from the ends of the trench. The method of paving and the materials to be used shall be at the discretion of the Borough Engineer.
2. The Borough Engineer may require the length of the repaved area to be increased to a maximum of 100 feet from the ends of the opening, based on the proximity to other roadways, utility concerns or other good cause.
3. The restoration of the pavement shall be done no less than 60 days after the opening and no more than 120 days after the opening. This will allow for any settlement in the trench to take place before the final pavement is placed. Exceptions to this time frame may be allowed by the Borough Engineer dependent upon the time of year, which can affect the availability of paving materials.
4. The requirements of this Section may be waived in the discretion of the Borough Engineer: 1) if the permittee has performed the excavation within six (6) months of a planned municipal or county repaving project for the street that is intended to repave the area that would otherwise be required to be repaved; or 2) for other good cause.
5. All repaving required by this Section shall be performed at the sole cost and expense of the permittee. All permit fees, inspection costs, labor and materials, and any other incidental expenses related to the repaving shall be the sole and exclusive responsibility of the permittee.

Section 2. Repeal of Inconsistent Ordinances.

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

Section 3. Savings Clause.

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

Section 4. Severability.

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

Section 5. Effective Date.

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

MICHAEL GHASSALI, Mayor

ATTEST:

MAUREEN IAROSSO-ALWAN, RMC
Municipal Clerk

INTRODUCED: 1/9/2018

Councilmember	Yes	No
Arendacs		
Curry		
Gloeggler		
Koelling		
Lane		
Weaver		

ADOPTED: 1/30/2018

Councilmember	Yes	No
Arendacs		
Curry		
Gloeggler		
Koelling		
Lane		
Weaver		

**BOROUGH OF MONTVALE
ORDINANCE NO. 2018-1441**

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 the 9th day of January 2018, 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 the 30th day of January 2018 at 7:30 pm 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.

Maureen Iarossi Alwan, Municipal Clerk
Borough of Montvale

ORDINANCE 2018-1441

**AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING
CHAPTER 128 OF THE CODE OF THE BOROUGH OF MONTVALE
TO REVISE STANDARDS CONCERNING TEMPORARY WALL SIGNS IN THE AH-26
AFFORDABLE HOUSING DISTRICT**

WHEREAS, the Borough Council of the Borough of Montvale desires to create a realistic opportunity for the creation of affordable housing within the Borough; and

WHEREAS, the Borough Council has determined that certain lands comprised of approximately 7.043 acres within the OR-4 Office and Research District commonly referred to as Block 3302, Lot 1 are suited for inclusionary development; and

WHEREAS, the Borough previously adopted Ordinance No. 2017-1438 on December 26, 2017, establishing the AH-26 Zone in the Borough of Montvale; and

WHEREAS, as a result of a last-minute change to Ordinance No. 2017-1438, there is a need to amend a section of the previously-adopted ordinance concerning wall signs.

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

Section 1. Chapter 128 of the Code of the Borough of Montvale, Section 128-5.17, "AH-26 Affordable Housing District," is hereby amended and supplemented by deleting the [bracketed] text and adding the underlined text, as follows:

§ 128-5.17. AH-26 Affordable Housing District. The following standards shall apply to development within the AH-26 District. All other provisions of Chapter 128, Zoning of the Montvale Borough Code shall apply to development in the AH-26 District only where specifically indicated as applicable in **§ 128-5.17** of the Montvale Code. When the standards herein conflict with other provisions of Chapter 128, the standards herein shall apply....

E. Development standards....

(3) Signage. Within the AH-26 District, the following shall apply:...

e. Wall Signs.

- i. One (1) temporary Wall Sign is also permitted on one (1) façade of the building [not facing the Garden State Parkway], which Wall Sign may not exceed one hundred forty four (144) square feet. Such temporary Wall Sign may remain for a six month period, which period may be extended for to two (2) additional six (6) month periods upon application to, and at the discretion of, the Borough Planning Board.
- ii. Notwithstanding Section 128-9.7A.9J of the Borough Code, Wall Signs may include three colors, assuming one of the colors is white or black...

Section 2. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Section 3. All Ordinances or parts of Ordinances, which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 4. Effective date. This Ordinance shall take effect immediately upon final passage and publication as required by law and upon receipt of an Order from the Superior Court of New Jersey approving of the Settlement Agreement, dated November 14, 2017, between the Borough of Montvale, the Planning Board of the Borough of Montvale, and Hornrock Properties MPR, LLC in the litigation In re Montvale, Docket No. BER-L-6141-15.

Section 5. Effective Date.

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

MICHAEL GHASSALI, Mayor

ATTEST:

MAUREEN IAROSSO-ALWAN, RMC
Municipal Clerk

INTRODUCED: 1/9/2018

Councilmember	Yes	No
Arendacs		
Curry		
Gloeggler		
Koelling		
Lane		
Weaver		

ADOPTED: 1/30/2018

Councilmember	Yes	No
Arendacs		
Curry		
Gloeggler		
Koelling		
Lane		
Weaver		

**MINUTES
WORK SESSION**

The Work Session Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:50 pm. Adequate notification was published in the official newspaper of the Borough of Montvale.

OPEN PUBLIC MEETING STATEMENT

Adequate notice of this meeting was provided to The Bergen Record and The Ridgewood News, 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 Curry
Councilmember Gloeggler

Councilmember Koelling
Councilmember Lane
Councilmember Weaver

Also present: Mayor Mike Ghassali; Borough Engineer, Andy Hipolit; Borough Attorney, Joe Voytus; Municipal Clerk/Administrator, Maureen Iarossi-Alwan; Deputy Municipal Clerk, Fran Scordo

ORDINANCES:

PUBLIC HEARING OF ORDINANCE NO. 2017-1438 AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 128 OF THE CODE OF THE BOROUGH OF MONTVALE TO ESTABLISH A NEW AH-26 AFFORDABLE HOUSING DISTRICT AND TO SET FORTH THE STANDARDS AND CRITERIA APPLICABLE THERETO
(Planning Board Resolution)

WHEREAS, the Borough Council of the Borough of Montvale desires to create a realistic opportunity for the creation of affordable housing within the Borough; and

WHEREAS, the Borough Council has determined that certain lands comprised of approximately 7.043 acres within the OR-4 Office and Research District commonly referred to as Block 3302, Lot 1 are suited for inclusionary development; and

WHEREAS, the Borough has a constitutional obligation to create a realistic opportunity for the construction of its fair share of the region's need for affordable housing; and

WHEREAS, the Borough wishes to foster development that provides an affordable housing set-aside; and

WHEREAS, the location of the site next to the Garden State Parkway and neighboring fitness facility eliminates any concern for impacts on residential neighbors within the Borough located to the west and north; and

WHEREAS, a residential apartment development serves as an effective transitional use between the core single-family residences within the Borough and the Garden State Parkway and office uses to the north and east; and

WHEREAS, the location of the site next to an existing fitness complex will encourage a healthy lifestyle and provide an important and easily accessible fitness opportunity for residents; and

WHEREAS, the site is located adjacent or nearby to existing structures with increased permitted heights; and

WHEREAS, the site contains significant existing wooded areas and natural screening and berming that minimize the visual impact of the development with respect to Sony Drive from the east.

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

Section 1. Chapter 128 of the Code of the Borough of Montvale, Section 128-2.1, "Classes of districts" is hereby amended and supplemented by adding the underlined text alphabetically, as follows:

§ 128-2.1 Classes of districts.

AH-26 Affordable Housing District

Section 2. AH-26 Affordable Housing District. Chapter 128 of the Code of the Borough of Montvale is hereby amended and supplemented by adding a new Section 128-5.17, "AH-26 Affordable Housing District" as follows:

§ 128-5.17. AH-26 Affordable Housing District. The following standards shall apply to development within the AH-26 District. All other provisions of Chapter 128, Zoning of the Montvale Borough Code shall apply to development in the AH-26 District only where specifically indicated as applicable in § 128-5.17 of the Montvale Code. When the standards herein conflict with other provisions of Chapter 128, the standards herein shall apply.

A. **Purpose and planning rationale.** The purpose of the AH-26 District is to provide a realistic opportunity for the construction of affordable housing as part of a comprehensively planned inclusionary development, in conformance with the regulations of this chapter governing affordable housing. In addition, the Borough has determined that this site is specially and particularly appropriate for a higher residential density than is characteristic in the Borough substantially for the following reasons:

1. Sound planning supports a holistic approach to planning for affordable housing where inclusionary neighborhoods are located near services. Sound planning also involves the conservation of neighborhood character, an objective achieved in part by maintaining the existing scale, density and character of the Borough's core single-family neighborhoods. This can be achieved in part through a gradation of density across the Borough, maintaining higher densities and greater building heights further away from the core single-family residential zones within the Borough, and requiring lower densities and lower permitted building heights as the properties approach core single-family districts within the Borough.

B. **Definitions.** The following definitions shall apply only within the AH-26 District, shall supplement any non-conflicting definitions within Chapter 128 of the Borough Code, and shall supersede any conflicting definitions in the Borough Code:

- (1) "*Building Height*" shall be defined as the vertical distance in feet between the average Ground Elevation around the foundation of the building and the elevation of the roof deck if the building is flat, or in the case of sloping roofs, to a point half the distance between the rafter plate and the uppermost point of the roof. Exclusions from the definition of Building Height shall include the following: any parapet, structure, apparatus, amenities and/or equipment located on the roof.
- (2) "*Ground Elevation*" shall be the elevation of the property in its final/finished grade at building wall.

- (3) "*Story*" shall be defined as that portion of a building included between the surface of any floor and the surface of the floor above it or, if there be no floor above it, then the space between the floor and the ceiling next above it. Any structures, apparatus, utilities, amenities, and equipment on the roof shall not constitute a Story. Any level of parking, structures, apparatus, utilities, amenities, and equipment that is below or partially below finished grade and underneath a residential story within the AH-26 District shall be explicitly excluded from being characterized as a Story, Basement, or Cellar, and shall not count towards the Building Height.
- (4) "*Tract*" shall be defined as contiguous parcels of land under common ownership, at least one of which is located within the AH-26 District. The parcels making up a Tract may be located within or without the Borough of Montvale.
- (5) "*Wall Sign*" shall be defined as all flat signs of duramesh, or windscreen which are placed against a building or other structure and attached to the exterior front, rear or side wall of any building or other structure so that the display surface is parallel with the plane of the wall.

C. Application Requirements.

- (1) Any application for development for any portion or the entirety of the AH-26 District shall be submitted in accordance with the requirements of § 128-8.4 through § 128-8.9.
- (2) Contribution of the pro-rata share of off-site improvements shall be governed by § 128-8.15. Notwithstanding the foregoing, consistent with N.J.A.C. 5:93-10.1(b), no unnecessary cost generative provisions of the Montvale Borough Code shall apply to any proposed Inclusionary Development within the AH-26 District.

D. Permitted uses. In the AH-26 District, the following uses shall be permitted:

- (1) Permitted Principal Uses. Inclusionary multi-family residential development in accordance with the provisions below and the development standards enumerated in Subsection E:

- a. All units within the Inclusionary Development shall be apartment-style units.

- (i) Residential market-rate units shall have the following minimum unit sizes:

- One-bedroom – 700 square feet

- Two-bedroom – 850 square feet

- Three-bedroom – 1,100 square feet

- (ii) A maximum of 10% of the market-rate units may be three-bedroom units.

- b. Twenty (20) percent of all units shall be set aside for low- (including very-low-) and moderate-income households ("Affordable units").

c. Affordable units shall be governed by deed restrictions ensuring long-term affordability controls in accordance with § 128-5.12(G).

d. The development, unit distribution and marketing of all Affordable units shall be undertaken consistent with the Uniform Housing Affordability Controls, **Section 5.12** of this Chapter, and all other applicable laws, rules and regulations, including applicable COAH regulations, the Fair Housing Act and its requirement that at least ten (10) percent of all affordable units associated with this project be made affordable to very-low-income households.

e. Developer shall be responsible for all costs associated with the initial rental of the affordable units, and for the continuing administration of the affordable units and the preservation of the creditworthiness of the units.

f. All uses not expressly permitted are deemed prohibited.

(2) Permitted Accessory Uses. In connection with a permitted principal use, the following may be permitted as an accessory use:

- a. Recreational facilities, lobbies, fitness facilities, outdoor barbecues, fire pits, gazebos, leasing and management offices, club rooms, lounges, libraries, business centers, game rooms, pool rooms, community gardens, rec rooms, children's play rooms, private theater rooms, community kitchens for tenant use, bath house, locker rooms, mail rooms, package storage areas, valet spaces, or related mechanical equipment, and similar interior tenant amenities
- b. Sports facilities, including but not limited to fields, courts, putting greens and swimming pools
- c. Playground facilities
- d. Dog park or dog run
- e. Dog spa or grooming facility, not including boarding or veterinarian services, only for the residents of the inclusionary multi-family residential development
- f. Storage spaces unattached to the units, but used by occupants of units, which are incorporated into the multi-family residential building
- g. Waste and recycling receptacles
- h. Parking structures incorporated into the multi-family residential building for storage of vehicles, and loading area spaces
- i. Any use customary and incidental to a permitted principal use
- j. Signs
- k. Fences
- l. Landscaping and buffering

E. Development standards.

(1) Area, Yard and Bulk Standards.

Requirement	AH-26 District Regulation
Minimum Lot Size	7 Acres
Minimum Setbacks	
Inter-Municipal Boundary Within a Tract	0 Feet
Garden State Parkway/Front Yard ¹	40 Feet
Rear Yard ²	30 Feet
Side Yard ³	30 Feet
From internal access road	0 feet
Maximum Building Height – Flat Roof (Feet)	59 Feet
Accessory Building Height (Feet)	14 Feet
Maximum Building Height (Story)	4 Stories
Maximum Number of Units per Acre	26.5 Units/Acre
Maximum Building Coverage (%)	45%
Maximum Lot Coverage (%)	60% (up to 70% with pervious materials)

(2) All setbacks shall be measured from the property lines of the entire Tract and not from zoning or lot lines that are established by municipal boundaries. No internal setbacks shall apply to any structure, parking, public or private street, driveway, or municipal boundary line internal to the Tract as a whole, except as required by New Jersey Building and/or Fire Codes. Retaining walls, sidewalks, walkways, fences, freestanding signs, above and below-ground storm water detention basins, and above-ground and underground utilities, shall be permitted within the setbacks.

(3) Signage. Within the AH-26 District, the following shall apply:

- a. § 128-9.7A.1 through § 128-9.7A.4.
- b. § 128-9.7A.8 through § 128-9.7A.15, except that § 128-9.7A.9A(1), § 128-9.7A.9A(3), § 128-9.7A.9A(6), § 128-9.7A.9C, § 128-9.7A.9G, § 128-9.7A.9N and § 128-9.7A.9Q shall not apply.
- c. Notwithstanding § 128-9.7A.3, the area of a sign face shall be computed by drawing a square or rectangle that encompasses the extreme limits of the verbiage, logo or emblem.

¹ The portion of the property fronting on the Garden State Parkway shall be considered the "Front Yard" of the property located in the AH-26 Zone. Notwithstanding the foregoing, the property is only accessible via adjacent properties located in a neighboring municipality.

² In the event that any Rear Yard fronts upon an Inter-Municipal Boundary, the Inter-Municipal Boundary Minimum Setback shall supersede the Rear Yard Minimum Setback and control.

³ In the event that any Side Yard fronts upon an Inter-Municipal Boundary, the Inter-Municipal Boundary Minimum Setback shall supersede the Side Yard Minimum Setback and control.

- d. Two (2) freestanding signs per parcel shall be permitted in accordance with the following:

- i. One freestanding sign fronting along the Garden State Parkway shall be permitted, which may be a maximum of four (4) feet high. In addition, the sign may be placed atop a base that is a maximum of two (2) feet in height, or a maximum of three (3) feet in height in the event that landscaping is to be installed at the base. The maximum area of a sign fronting along the Garden State Parkway shall be sixty (60) square feet.
- ii. One freestanding sign that does not front along the Garden State Parkway shall be permitted, which may have a maximum area of thirty-six (36) square feet and a maximum height of six (6) feet.
- iii. Notwithstanding Section 128-9.7A.9J of the Borough Code, freestanding signs may include three colors, assuming one of the colors is white or black.
- iv. No freestanding sign shall be located in a sight triangle.
- v. External illumination shall be permitted for freestanding signs.

e. Wall Signs.

- i. One (1) temporary Wall Sign is also permitted on one (1) façade of the building not facing the Garden State Parkway, which Wall Sign may not exceed one hundred forty four (144) square feet. Such temporary Wall Sign may remain for a six month period, which period may be extended for to two (2) additional six (6) month periods upon application to the Borough Planning Board.
- ii. Notwithstanding Section 128-9.7A.9J of the Borough Code, Wall Signs may include three colors, assuming one of the colors is white or black.

- f. Wayfinding and directional signs, building identification signs, parking restriction and other community restriction signs shall be permitted throughout the AH-26 District, to the extent necessary.

(4) Parking Requirements. The following parking requirements shall apply:

Requirement	AH-26 District Regulation
Parking Spaces	In accordance with Residential Site Improvement Standards (RSIS)
Parking Dimensions (Aisle Width)	Parallel Parking – 12 feet 30 degree angle – 12 feet 45 degree angle – 13 feet 60 degree angle – 18 feet Perpendicular Parking – 24 feet
Parking Dimensions (Parking Space)	9 feet x 18 feet
Parking Dimensions (Compact Parking Space)	8.5 feet x 16 feet

- a. Up to ten percent (10%) of parking spaces may be Compact Parking Spaces.
- b. The Planning Board may liberally grant de minimis waivers and exceptions from RSIS to facilitate the Inclusionary Development within the AH-26 District.

F. Site Standards.

(1) Circulation.

- a. Walkways shall link all residential buildings within the development.
- b. Where sections of walkways branch off or join up, a decorative marker, signpost, or circle is recommended. Where walkways traverse vehicular driveways, crosswalks shall be provided and marked with textured paving in a contrasting material and color.
- c. Benches are encouraged to be located throughout the development along the pedestrian walkway network.

(2) Retaining Walls. Notwithstanding anything to the contrary in Chapter 39, Section 2 of the Borough Code:

- a. To the extent possible, the use of retaining walls should be used in the form of terraces to accommodate severe grade changes, rather than single tall retaining walls. However, no retaining walls shall exceed a height of 15 feet. Where provided, retaining walls shall be screened with a variety of landscaping materials, in groupings, rather than utilizing hedges or uniform plant species and spacing.
- b. Ornamental walls utilizing loose laid stone may be provided throughout the site as appropriate, up to a height of four feet.
- c. Fences shall be installed along the tops of all retaining walls that exceed a height of four (4) feet. Chain-link fencing, including vinyl-coated chain-link fencing, is prohibited.
- d. No fence on the site may exceed a height of four feet, except for fences for the screening of loading areas, utility enclosures and dumpsters.

(3) Architecture.

- a. Buildings shall avoid long, monotonous, uninterrupted walls or roof planes. Building wall offsets, including projections such as canopies and recesses shall be used in order to add architectural interest and variety and to relieve the visual effect of a simple, long wall. Similarly, in the case of a pitched roof, roofline offsets, dormers or gables shall be provided in order to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof.
- b. The maximum spacing between building wall offsets shall be 80 feet.
- c. The minimum projection or depth of any individual vertical offset shall be 1.0 feet.
- d. The maximum spacing between roof offsets shall be 80 feet.

- e. The architectural treatment of the front façade shall be continued in its major features around all visibly exposed sides of a building. All sides of a building facing a public street shall be architecturally designed to be consistent with regard to style, materials, colors and details.
- f. Fenestration shall be architecturally compatible with the style, materials, colors and details of the building. Windows shall be vertically proportioned.
- g. All entrances to a building shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticoes, porches, overhangs, railings, etc.
- h. Heating, ventilating and air-conditioning systems, utility meters and regulators, exhaust pipes and stacks, satellite dishes and other telecommunications receiving devices shall be screened or otherwise specially treated to be, as much as possible, inconspicuous as viewed from the public right-of-way and adjacent properties. Section 128-6.4, regarding satellite antennas, shall apply.
- i. All rooftop mechanical equipment, inclusive of solar equipment, shall be screened from view from all vantage points at grade or below the roof.
- j. Placement of any packaged terminal air conditioner units within the façade is prohibited.
- k. Balconies are prohibited to be included on the outward facing sides of any building, except that all corner residential units may have balconies. Nonfunctional, decorative "Juliet" balconies, which cannot be accessed from the interior of a unit, shall be permitted on the outward facing sides of any building. Inward-facing balconies shall also be permitted.

(4) Trash.

- a. All trash/recycling storage areas shall be enclosed on all four sides and screened using wood fencing or other attractive material. Trash may be stored inside the buildings.

(5) Lighting.

- a. LED (light-emitting diode) light of the soft white category shall be incorporated into site, service and parking lot lighting.
- b. All exterior lights shall be designed so as to reduce glare, lower energy usage and direct lights only to where they are needed.

(6) Landscaping.

- a. A mix of deciduous and evergreen trees and low ground cover landscaping shall be planted along the entire site perimeter, with the exception of any Inter-Municipal Boundary, in order to form an effective year-round screening. Tree spacing shall be 40 feet on center, or closer. In addition, where a row of parking stalls runs in a straight line for more than 20 spaces, landscaped islands shall be

provided between every 15 parking spaces, planted with trees and low ground cover.

- b. Eighty percent (80%) of the perimeter of the building(s) shall be surrounded on all sides by a landscaped, planted strip at least three feet in width. Paved walkways leading to pedestrian entrances may cross this landscape strip in a perpendicular fashion.
- c. Use of berming, retaining walls, trees and other vegetation shall be utilized to the extent practicable in order to minimize the visual impact of the development on adjacent properties. Where possible to accommodate an inclusionary development, existing, mature trees shall remain in place in order to provide sufficient visual buffering.

G. Miscellaneous.

- (1) Consistent with N.J.A.C. 5:93-10.1(b), no unnecessary cost generative provisions of the Montvale Borough Code shall apply to any proposed Inclusionary Development within the AH-26 District.
- (2) Additional applicable provisions to the AH-26 District. The following sections of Chapter 128 of the Montvale Borough Code shall apply to development in the AH-26 District.
 - (1) **Article X**, Enforcement.
 - (2) **Article XI**, Interpretation.
 - (3) **Article XIII**, Violations and Penalties.
 - (4) **Article XIV**, Validity.
 - (5) **Article XVI**, Effect.
 - (6) **Article XVIII**, Site Work Permit.

Section 3. The Official Zoning Map shall be changed for Block 3302, Lot 1 from OR-4 Office and Research District to AH-26 Affordable Housing District.

Section 4. The Planning Board hearing an application for an Inclusionary Development within the AH-26 District shall be authorized to grant such variances, waivers, and exceptions as are necessary to facilitate the Inclusionary Development.

Section 5. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Section 6. All Ordinances or parts of Ordinances, which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 7. Effective date. This Ordinance shall take effect immediately upon final passage and publication as required by law and upon receipt of an Order from the Superior Court of New Jersey approving of the Settlement Agreement, dated November 14, 2017, between the

Borough of Montvale, the Planning Board of the Borough of Montvale, and Hornrock Properties MPR, LLC in the litigation In re Montvale, Docket No. BER-L-6141-15.

Ordinance No. **2017-1438** was introduced for second reading by Councilmember Gloeggler; seconded by Councilmember Lane; Clerk read by title only;

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

NO PUBLIC COMMENT

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

Motion to adopt on Second and Final Reading in Bergen Record by Councilmember Lane; seconded by Councilmember Gloeggler; Clerk read by title only ----- A roll call vote was taken - Councilmember Arendacs and Weaver - No and Councilmembers Curry, Gloeggler, Koelling and Lane - Yes

PUBLIC HEARING OF ORDINANCE NO 2017-1439

AN ORDINANCE TO PROVIDE FOR THE PRESERVATION OF TREES ON RESIDENTIAL PROPERTIES THROUGHOUT THE BOROUGH OF MONTVALE AND CREATING A NEW CHAPTER 119A IN THE BOROUGH CODE ENTITLED "TREES AND PLANTS"

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

Section 1. The Code of the Borough of Montvale is hereby amended and supplemented by adding a new Chapter 119A, "Trees and Plants," as follows:

**Chapter 119A
Trees and Plants**

Article 1 Tree Removal

- § 119A-1 Findings and purpose**
- § 119A-2 Tree removal permit required**
- § 119A-3 Exemptions**
- § 119A-4 Compensatory plantings**
- § 119A-5 Violations**

Article 2 Demolition

- § 119A-6 Tree removal during demolition**
- § 119A-7 Demolition permit required**
- § 119A-8 Exemptions**
- § 119A-9 Violations**

Article 3 Bamboo

§ 119A-10	Purpose
§ 119A-11	Prohibition of the planting, growing or cultivating of bamboo
§ 119A-12	Exemptions
§ 119A-13	Complaint notice; order for removal and compliance
§ 119A-14	Violations

Article 1 Tree Removal

§ 119A-1 Findings and purpose

The Borough Council of the Borough of Montvale does find and determine that:

- A. Indiscriminate and uncontrolled tree removal upon lots and tracts of land within the Borough contributes to drainage problems, increased soil erosion and dust conditions tending to decrease property values and adversely affects the public health, safety and general welfare of the community.
- B. The Borough desires to control and regulate tree removal and to preserve the maximum number of trees during the course of development of lots or parcels of land.
- C. This ordinance is not intended to directly affect those property owners not involved in construction activities.

§ 119A-2 Tree removal permit required

- A. Tree removal as set forth in this Article shall be prohibited within the Tree Preservation Zone, which is defined as the area between the lot or parcel perimeter property lines and the front, side and rear building set-back lines as established in each zoning district. Notwithstanding the foregoing, the Tree Preservation Zone shall not include any area within 5 feet of the boundary of any dwelling structure on the property.
- B. Except as may be otherwise set forth in this Chapter, no applicant, developer, contractor or other person or entity shall cut down or remove trees of a caliper of six (6) inches or greater measured 4.5 feet above the high side of existing grade within the Tree Preservation Zone as part of a site plan, subdivision or building addition application without first obtaining a tree removal permit from the Construction Code Official in accordance with this Article.
- C. The Construction Code Official shall adopt a standard application form for use by applicants seeking a tree removal permit, whether such application is made to the Construction Code Official or to the reviewing Board.
- D. In the case of site plan and subdivision applications, the reviewing Board shall request recommendations from the Environmental Commission on tree removal prior to any Board decision. For applications not subject to Board review, the Construction Code Official shall request the recommendations of the Montvale Environmental Commission before issuing a tree removal permit.

- E. A site survey or other reasonably sufficient plan or drawing showing the tree removal limits shall be provided for review and approval with the tree removal application. In evaluating the application, the Environmental Commission shall consider the following:
1. Light and air flow
 2. Property screening, both from public roadways and neighboring properties
 3. Relative size and health of trees and benefits/detriments to removal
 4. Proposed distribution of tree species
 5. Potential safety hazards among existing trees
 6. Number and density of remaining trees
 7. Property circulation (walkways, driveways, etc.)
- F. The Montvale Environmental Commission shall submit a letter to the Construction Code Official, or the reviewing Board, as appropriate to the application, describing the Commission's recommendations as to permitted tree removal limits. The final determination on the tree removal permit shall be within the jurisdiction of the Construction Code Official or the reviewing Board, as appropriate to the application.
- G. In connection with the submission of a site plan, subdivision or building addition application, the applicant shall be required to detail any tree removal activities undertaken on the property within the past two (2) months. If any trees were removed during said two-month period that would have been impermissible under this Article as part of such application, the Montvale Environmental Commission shall review such activities and recommend compensatory plantings consistent with this Article.

§ 119A-3 Exemptions

The following shall be exempt from the requirements of this Article:

- A. Single or two-family residential lots containing an existing dwelling that are not subject of a site plan, subdivision or building addition application.
- B. Tree removal is permitted within the Tree Preservation Zone to allow for the following:
1. Driveway or roadway access from an existing road frontage.
 2. Land grading necessary to establish the appropriate proposed grade elevations to foster proper drainage and construction of the proposed building or buildings on a lot or parcel.
 3. Construction or installation of underground utilities that serve the building or buildings.
 4. Removal of trees that are dead, dying or diseased, or trees that have sustained significant storm damage, or trees that due to their location or physical condition render them a hazard to structures, vehicles and/or people.
 5. Removal of any tree with a caliper below six (6) inches measured from 4.5 feet above the highest side of existing grade.

6. Any tree growing in the public right-of-way or on publicly-owned land or property.
7. Tree removal as part of a Municipal, County or State agency or authority improvement project.
8. Commercial nurseries, Christmas tree plantations and farming activities requiring tree removal.
9. Any trees hindering sight triangles from property or impeding proper sight distances.

§ 119A-4 Compensatory plantings

In the event that preservation of existing trees within any designated Tree Preservation Zone is impossible or impractical based on the proposed development, compensatory plantings shall be required for each live tree within the Tree Preservation Zone being removed. Compensation shall be planted on a one for one basis on the project lot or parcel with each compensatory tree being 2 inches caliper minimum. The Montvale Environmental Commission will review and recommend compensatory planting as a result of actions described in this Chapter.

§ 119A-5 Violations

- A. A fine of five hundred dollars (\$500) shall be imposed for each tree removed in violation of this Article.

Article 2 Demolition**§ 119A-6 Tree removal during demolition**

The Borough Council of the Borough of Montvale does hereby find and determine that there is a desire to control and regulate tree removal as part of the demolition of buildings and structures, because uncontrolled demolition and clearing of land can be detrimental to the public safety, health and general welfare.

§ 119A-7 Demolition permit required

- A. Pursuant to the Borough Code, no applicant, developer, contractor or any other person or entity shall initiate or commence demolition or removal of any buildings or structures without first obtaining a demolition permit from the Construction Code Official.
- B. A site survey showing the limits of disturbance (defined as the foundation line of the structure being demolished plus an additional 20 feet in each direction) required to accomplish the demolition or removal shall be provided as part of the demolition permit application.

- C. Tree removal outside the approved limits of disturbance shall not be permitted without first obtaining a Tree Removal Permit pursuant to this Chapter, except as may be otherwise set forth herein.

§ 119A-8 Exemptions

- A. Tree removal is permitted outside the limits of disturbance as defined herein to allow for the removal of any tree with a caliper below six (6) inches measured 4.5 feet above the highest side of existing grade.
- B. Tree removal shall be permitted inside the limits of disturbance without regard to the size of the tree without obtaining a Tree Removal Permit.

§ 119A-9 Violations

- A. A fine of five hundred dollars (\$500) shall be imposed for each tree removed in violation of this Article.

Article 3 Bamboo**§ 119A-10 Purpose**

The Borough Council of the Borough of Montvale does hereby find and determine that it is necessary and proper to control the planting, cultivating and/or growing of bamboo in the Borough of Montvale and to require barriers to prevent the spread of existing bamboo into other areas of the Borough.

§ 119A-11 Prohibition of the planting, growing or cultivating of bamboo

Subject to certain exemptions set forth in this Article, no persons, residents, citizens, property owners, tenants or other entities shall plant, cultivate or cause to grow, any bamboo upon any lot and/or parcel of ground anywhere within the territorial boundaries of the Borough of Montvale.

§ 119A-12 Exemptions

The following shall be exempt from the requirements of this Article:

- A. Any existing bamboo plant located on any property within the Borough limits. Notwithstanding the foregoing, no portions of such bamboo shall be allowed to grow upon, extend roots across, or extend branches, stalks or leaves past the property boundary or onto any public right-of-way. Furthermore, the general prohibitions set forth in §119A-11 shall apply with respect to any bamboo plant whose presence on property located in the Borough does not pre-date the effective date of this Article.

- B. Any bamboo plant where the root system of such bamboo plant is entirely contained within an above-ground-level planter, barrel, or other vessel of such design, material and location as to entirely prevent the spread of growth of the bamboo plant's root system beyond the container in which it is planted. Whether planted or growing in a container as described herein, all bamboo plants shall be located, trimmed and maintained so that no part of the plant shall be closer than ten (10) feet from any property line or public right-of-way.

§ 119A-13 Complaint notice; order for removal and compliance

Whenever a complaint is received by the Borough regarding the encroachment of any bamboo plant or root, or whenever the Borough, on its own observations and inspections, determines that there is an encroachment or bamboo plants or roots onto the property of another land owner, the Borough shall cause Notice to be served on the owner of the offending property, according to the following procedure:

- A. The Notice shall specify the nature of the violation(s).
- B. The Notice shall state specifically what must be done by the responsible party to correct the violation(s).
- C. The Notice shall state that the violation(s) must be corrected within thirty (30) calendar days from the date of the Notice is received.
- D. If the violation is not remedied within the time frame set forth in the aforesaid Notice, the Borough is hereby authorized and empowered to remove or to have removed any encroaching bamboo and to take all reasonable steps to eradicate the re-growth of the bamboo on the public right-of-way, including sidewalks, and to restore such land to its normal condition, prior to such removal and eradication.
- E. The Notice shall be mailed by Certified Mail, Return Receipt Requested, properly addressed and with sufficient postage, and also by First Class mail. Notice by Certified Mail shall be deemed complete on the date of personal delivery, or the date the Certified Mail is marked refused or unclaimed or otherwise undeliverable by the United States Post Office. First Class mail shall be deemed delivered on the fifth calendar day after mailing by the Borough.

§ 119A-14 Violations

- A. Any person or entity determined by a court of competent jurisdiction to have violated any provision of this Article shall be subject to pay a fine of one hundred dollars (\$100.00). Each day of a continuing violation shall constitute a separate offense for which an additional fine may be levied.
- B. In addition to any penalty imposed as set forth above, the cost of any action taken by the Borough to remove and/or eradicate any prohibited bamboo, together with legal fees and other costs incurred by the Borough shall be recoverable from the responsible party.

Section 2. Repeal of Inconsistent Ordinances.

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

Section 3. Savings Clause.

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

Section 4. Severability.

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

Section 5. Effective Date.

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

Councilmember Gloeggler made a motion to withdraw Ordinance No. 2017-1439; seconded by Councilmember Lane; the borough attorney explained that due to some legal and other considerations, it would be best to withdraw the ordinance and re-introduce the ordinance in January with some amendments; a roll call was taken – all ayes

MINUTES:**November 14, 2017**

A motion to accept the minutes by Councilmember Lane; seconded by Councilmember Gloeggler
- all ayes with the exception of Councilmember Lane abstaining

December 11, 2017

A motion to accept the minutes by Councilmember Lane; seconded by Councilmember Gloeggler
- all ayes with the exception of Councilmember Weaver abstaining

MINUTES CLOSED/EXECUTIVE SESSION:**December 11, 2017**

A motion to accept the minutes by Councilmember Lane; seconded by Councilmember Gloeggler
- all ayes with the exception of Councilmember Weaver abstaining

RESOLUTIONS:**237-2016 Authorize Change Order No. 2/Montvale 2017 Paving Program DLS Contracting**

WHEREAS, The Borough of Montvale awarded a contract on June 13, 2017 to DLS Contracting, 271 Highway 46 West, Fairfield, NJ 07004 for the Montvale 2017 Road Paving Program; and
WHEREAS, the original contract amount including Alternate A & Alternate B is \$620,068.50 via Resolution #133-2017; and

WHEREAS, the Borough Engineer in a letter dated December 19, 2017 which is attached to the original of this resolution has been monitoring the project and recommends in detail Change Order #2 in the amount of \$6,900.00; and

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

Total Contract Amount	\$620,068.50	Resolution 133-2017
Change Order #1	\$58,477.50	Resolution 152-2017
Change Order #2	\$ 6,900.00	Resolution 237-2017

NOW THEREFORE BE IT RESOLVED, By the Governing Body of the Borough of Montvale authorize Change Order #2 in the amount of \$6,900.00 to complete the paving for additional risers during the course of construction and added some safety measures to the guiderail that was installed.

Introduced by: Councilmember Lane; seconded by Councilmember Gloeggler - All ayes

238-2017 Authorize Change Order #2 /Fieldstone Middle School Synthetic Turf Replacement /Landed Group

WHEREAS, the Borough of Montvale awarded a contract on August 8, 2017 to The Landed Group in connection with the Fieldstone Middle School Synthetic Turf Replacement; and
WHEREAS, contract amount was awarded in the amount of \$395,033.50; and
WHEREAS, this contract was awarded via Resolution #159-2017; and
WHEREAS, the Borough Engineer in a letter dated September 1, 2017 recommends Change Order #2 in the amount of \$52,439.75 as an increase to the contract ; and
WHEREAS, Change Order #2 is hereby authorized to be issued to The Landed Group in the amount of \$52,439.75; and
WHEREAS, the Borough's Chief Financial Officer has certified that funds have been appropriated and are available for this purpose and will be appropriated out of the Open Space Trust Fund.

Total Contract Base Bid Amount	\$395,033.50
Change Order #1	\$14,913.75
Change Order #2	\$52,439.75
Adjusted Contract Amount	\$462,387.00

Introduced by: Councilmember Lane; seconded by Councilmember Gloeggler - All ayes
 Councilmember Weaver asked for clarification, the borough engineer explained that there was an issue with recycling of the turf and adding additional lines; - a roll call vote was taken - all ayes

239-2017 Award Professional Service Contract /Environmental Services/NJDEP Air Quality Permitting/Boiler For the Municipal Building/Maser Consulting, LLC

WHEREAS, the Borough of Montvale has deemed it necessary to engage the professional services of an Environmental Engineer to provide professional services to apply for an air quality permit from the NJDEP Air Quality Permitting Program for the Borough Hall's boiler under the NJDEP general permit with an expiration date of February 2018, further details have been provided in the proposal dated December 7, 2017 which is attached to the original of this resolution; 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, Maser Consulting, 200 Valley Road, Suite 400, Mt. Arlington, NJ 07856 has submitted a proposal dated December 7, 2017 to provide the environmental 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 proposal for the scope of environmental engineering services is attached to this resolution which is made part of this resolution shall be awarded to Maser Consulting.
- 2) That the following be provided: NJDEP Air Quality Permitting Program.
- 3) The cost not to exceed shall be \$4,820.00. 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 be published an official newspaper of the Borough of Montvale, be on file, available for public inspection, in the office of the Municipal Clerk, Municipal Complex, 12 Mercedes Drive, Montvale, NJ 07645.

Introduced by: Councilmember Lane; seconded by Councilmember Curry - All ayes

240-2017 Award Professional Service Contract /Environmental Services/Preparation of EPA SPCC Plan Maser Consulting, LLC

WHEREAS, the Borough of Montvale has deemed it necessary to engage the professional services of an Environmental Engineer to provide professional services for the Municipal Building. This proposal specifically addresses the Environmental Protection Agency's requirements for spill prevention, control and countermeasure for oil filled equipment at the Municipal Buildings; 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, Maser Consulting, 200 Valley Road, Suite 400, Mt. Arlington, NJ 07856 has submitted a proposal dated December 7, 2017 to provide the environmental 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 proposal for the scope of environmental engineering services is attached to this resolution which is made part of this resolution shall be awarded to Maser Consulting.
- 2) That the following be provided: Preparation of EPA SPCC Plan Emergency Diesel Generators & Oil Filled Transformer at the Municipal Building
- 3) The cost not to exceed shall be \$6,500.00. 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 be published an official newspaper of the Borough of Montvale, be on file, available for public inspection, in the office of the Municipal Clerk, Municipal Complex, 12 Mercedes Drive, Montvale, NJ 07645.

Introduced by: Councilmember Lane; seconded by Councilmember Arendacs - All ayes

241-2017 Cancellation of 2017 Current Fund Appropriations

WHEREAS, there exists an unexpended 2017 Current Fund budget appropriation balance; and

WHEREAS, it is necessary to formally cancel said balance so that the unexpended balance may be credited to surplus;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale that the following unexpended 2017 Current Fund budget appropriation balance be cancelled:

GENERAL APPROPRIATIONS

Operations - Excluded from "CAPS"

Public and Private Programs Offset by Revenues

Municipal Alliance Program \$9,876.00

=====

Introduced by: Councilmember Lane; seconded by Councilmember Gloeggler - All ayes

242-2017 Cancellation of Prior Year Outstanding Checks

WHEREAS, There exists outstanding checks from the prior year drawn against the General Checking Account and Payroll Account, and

WHEREAS, it has been determined that the outstanding checks from the prior year be cancelled to Current Fund surplus;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, that the following outstanding checks from the prior year be cancelled:

GENERAL CHECKING ACCOUNT

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>	<u>FUND</u>	<u>ACCCOUNT</u>
05/31/16	11800	\$90.00	Current	Surplus
06/28/16	11954	80.00	Current	Surplus
08/02/16	12075	40.00	Current	Surplus
08/02/16	12076	40.00	Current	Surplus
10/13/16	12338	80.00	Current	Surplus
10/13/16	12342	160.00	Current	Surplus
		\$490.00		
		=====		

PAYROLL ACCOUNT

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>AMOUNT</u>	<u>FUND</u>	<u>ACCCOUNT</u>
11/17/16	2966	54.31	Current	Surplus
11/30/16	80198	329.95	Current	Surplus
11/30/16	80202	89.51	Current	Surplus
		\$473.77		
		=====		

Introduced by: Councilmember Lane; seconded by Councilmember Gloeggler - All ayes

243-2017 Cancellation of Various Balances

WHEREAS, there exists certain receivable and reserve balances on the Current Fund balance sheet of the Borough of Montvale; and

WHEREAS, the funds creating these receivable and reserve balances have been investigated, and it has been determined that these receivable and reserve balances should be cancelled; and

WHEREAS, it is necessary to formally cancel said balances so that the uncollected receivable balances may be charged to fund balance and the unexpended reserve balance may be credited to fund balance;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, that the following receivable and reserve balances from the Current Fund be cancelled:

<CHARGES>/**CREDITS****Current Fund****Grants Receivable:**

unicipal Alliance Program - 2017 <\$6,674.43>

N.J. Department of Transportation:

Magnolia/Terkuile <6,283.20>

<\$12,957.63>

=====

Reserve for Grants – Appropriated:

N.J. Department of Transportation:

Magnolia/Terkuile \$45,659.14

=====

Introduced by: Councilmember Lane; seconded by Councilmember Koelling - All ayes

244-2017 Cancellation of Improvement Authorizations

WHEREAS, there exists unexpended improvement authorization balances on the balance sheet of the General Capital Fund; and

WHEREAS, the unexpended improvement authorization balances remain dedicated to projects now completed or the balances are determined to be in excess of the amounts necessary for the completion of the projects; and

WHEREAS, it is necessary to formally cancel said balances so that the unexpended balances may be credited to deferred charges to future taxation unfunded, reserve for payment of debt or fund balance and the unused debt authorizations may be cancelled;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale that the following unexpended improvement authorization balances be cancelled:

GENERAL CAPITAL FUND:

<u>ORDINANCE</u>	<u>DESCRIPTION</u>	<u>FUNDED</u>	<u>UNFUNDED</u>
2001-1153	Various Capital Improvements	\$3,780.00	
2011-1348	Various Capital Improvements	53,037.66	
2014-1389	Improvements to the Sanitary Sewer System	12,920.50	
		\$69,738.16	\$0.00
		=====	=====

Introduced by: Councilmember Lane; seconded by Councilmember Koelling - All ayes

ENGINEER'S REPORT:

Andrew Hipolit
Report/Update

The camera's at the intersection of Spring Valley and Summit were adjusted;
Councilmember Curry asked when will the new digital sign be up and running; the company installing the software is closed for the holidays a meeting will be scheduled in early January.
Councilmember Weaver asked about the process and timeline for the back stops at Memorial and what needs to be done as far as bids; the back stops will cost approximately \$15,000 each and you can get quotes, no need to go out for bids;

ATTORNEY REPORT:

Joe Voytus, Esq.
Report/Update
No Report

UNFINISHED BUSINESS:

None

NEW BUSINESS:

PUBLIC HEARING: Notice of Public Hearing: Advertised Tuesday, December 12th, 2017 & Tuesday, December 19th, 2017

- a. BCUW/Madeline Housing Partnership, LLC/Reverter Clause Conveyance To BCUW
 - 1) Adoption of Resolution Approving Subordinate of Reverter Provision In Deed From Borough of Montvale
TO BCUW/Madeline Housing Partners, LLC./Subordination Of Reverter

Resolution 247-2017 A Resolution Approving Subordination Of A Reverter Provision In A Deed From The Borough of Montvale To BCUW/Madeline Housing Partners, LLC.

WHEREAS, the Borough of Montvale conveyed certain property identified as 11 East Grand Avenue and commonly known as Block 1606, Lot 6.02 to BCUW/Madeline Housing Partners, LLC for the purpose of providing affordable housing; and

WHEREAS, the conveyance is subject to a reverter provision if the property is not used for the purpose of providing affordable housing (*N.J.S.A.* 40A:12-21(e)); and

WHEREAS, BCUW/Madeline Housing Partners, LLC ("BCUW") has obtained financing for this project from the New Jersey Housing Mortgage Finance Agency ("NJHMFA") which has requested the Borough's reverter be subordinate to such financing; and

WHEREAS, pursuant to *N.J.S.A. 40:60-51.2*, the Borough of Montvale is permitted to waive, release, modify or subordinate building restrictions subject to the conduct of a public hearing; and

WHEREAS, the property will remain deed-restricted for the specific purpose of providing affordable housing; and

WHEREAS, notice of the public hearing was published twice in *The Record* on December 12, 2017 and December 19, 2017; and

WHEREAS, the Borough Council of the Borough has considered the request of the NJHMFA to subordinate the reverter and determined that the subordination of the reverter would be in the best interests of the Borough

NOW THEREFORE BE IT RESOLVED that the Mayor and Municipal Clerk are hereby authorized and directed to execute any documentation necessary to subordinate the reverter in the within matter consistent with the terms of this resolution; and

BE IT FURTHER RESOLVED that the Municipal Clerk is directed to forward a copy of this resolution to the BC UW /Madeline Housing Partners, LLC and the New Jersey Housing Mortgage Finance Agency, as well as to the Business Administrator and Borough Attorney.

Introduced by: Councilmember Lane; seconded by Councilmember Curry - All ayes

Motion to open the meeting to the public for the Madeline Housing Partnership, LLC; seconded by Councilmember Curry - all ayes

NO PUBLIC COMMENT

Motion to close meeting to the public for the Madeline Housing Partnership, LLC; seconded by Councilmember Curry - all ayes

COMMUNICATION CORRESPONDENCE:

The Mayor received a letter from the Food Pantry thanking the council for allowing Demarest Farm to donate towards their Thanksgiving food drive.

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 Curry - all ayes

NO PUBLIC COMMENT

A motion to close meeting to the public by Councilmember Lane; seconded by Councilmember Curry - all ayes

ADJOURNMENT:

Motion to go into closed session by Councilmember Lane; seconded by Councilmember Gloeggler
– all ayes

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

Meeting adjourned at 8:45pm

The Re-Organization Meeting of the Mayor and Council for 2018 will be held on Monday, January 1st, 2018 at 7:00 p.m.

The Regular Meeting of the Mayor and Council will be held on Tuesday, January 9, 2018 at 7:30pm

Respectfully submitted, Fran Scordo, Deputy Municipal Clerk

**SINE DIE MEETING
BOROUGH OF MONTVALE
MAYOR AND COUNCIL
MONDAY, JANUARY 1, 2018
7:00 P.M.**

SUNSHINE LAW STATEMENT

In accordance with the provisions of the Open Public Meetings Law, notification of this meeting was provided to the Bergen Record on December 14, 2017 informing the public of time and place according to the provisions of the Open Public Meeting Law (Chapter 231, P.L.1975) posted on the Montvale web site and on the Municipal Building bulletin board

MAYOR GHASSALI CALLS THE MEETING TO ORDER:

SALUTE TO THE FLAG:

ROLL CALL:

Councilmember Arendacs
Councilmember Curry
Councilmember Gloeggler
Councilmember Koelling
Councilmember Lane
Councilmember Weaver

UNFINISHED BUSINESS OF 2017:

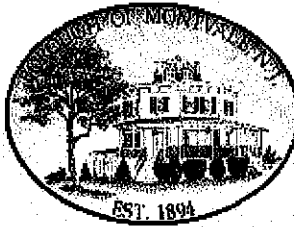
None

ADJOURNMENT SINE DIE MEETING:

Motion to adjourn by Councilmember Lane; seconded by Councilmember Curry - roll call was taken - all ayes

FOLLOWED BY REORGANIZATION MEETING FOR THE YEAR 2018:

Respectfully submitted, Fran Scordo, Deputy Municipal Clerk



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 35-2018**

RE: Appointing / Probationary Montvale Police Officer / Andrew Michael Boman

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey that Michael Boman be and is hereby appointed as a 12 month Probationary Police Officer with the Borough of Montvale Police Department; and

BE IT RESOLVED, the effective date of employment is January 10, 2018.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Gloeggler							
Koelling							
Lane							
Weaver							

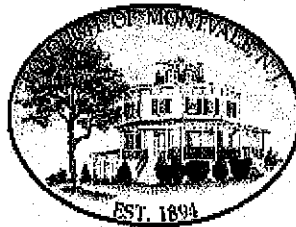
Adopted: January 9, 2018

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 36-2018**

RE: Authorize Change Order 5/Montvale Intersection Improvements / Widening of Chestnut Ridge Road / New Prince Concrete Construction Co., Inc.

WHEREAS, the Borough of Montvale awarded a contract on April 11, 2017 in connection with the Montvale Intersection Improvements Project throughout the Borough of Montvale; and

WHEREAS, base bid was awarded in the amount of \$2,064,244.05 to the following:

New Prince Concrete, 215 Eileen Terrace, Hackensack, New Jersey 07601

WHEREAS, this contract was awarded via Resolution #92-2017; and

WHEREAS, the Borough Engineer in a detailed letter dated December 21, 2017 recommends Change Order #5 in the amount of 8,928.00 as an increase to the contract for the removal of additional tree stumps along Summit Avenue and a six foot high fence; and

WHEREAS, Change Order #5 is hereby authorized to be issued to New Prince Concrete Construction Co., Inc. in the amount of \$8,928.00; and

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

Total Contract Base Bid Amount	\$2,064,244.05
Change Order #1	\$ 485,445.54
Change Order #2	\$ 20,000.00
Change Order #3	\$ 80,000.00
Change Order #4	\$ (25,819.34)
Change Order #5	\$ 8,928.00
New Project Total	\$ 2,632,798.25

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Gloeggler							
Koelling							
Lane							
Weaver							

Adopted: January 9, 2018

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

400 Valley Road, Suite 304
Mount Arlington, NJ 07856
T: 973.398.3110
F: 973.398.3199
www.maserconsulting.com

December 21, 2017

VIA E-MAIL

Maureen Iarossi-Alwan, Borough Clerk/Administrator
Borough of Montvale
12 Mercedes Drive
Montvale, NJ 07643

Re: Montvale Intersections Improvements
Progress Payment #7 & Change Order Request #5-Revised
Borough of Montvale, Bergen County, NJ
MC Proposal No. MVP-197C

Dear Ms. Iarossi-Alwan:

New Prince Concrete Construction Co. Inc., Contractor for the above referenced project, has requested Progress Payment #7 and Change Order #5 for the work related to the Montvale Intersections Improvements. Our office has been monitoring the project and as-built quantities for contract items completed through December 15, 2017.

Attached please find the following documents:

- Progress Payment #7, dated December 21, 2017, prepared by Maser Consulting, consisting of four (4) sheets;
- Payment Estimate No. 7 undated, prepared by New Prince Concrete Construction Co. Inc., consisting of five (5) sheets;
- Police Invoice Spreadsheet, dated December 20, 2017, prepared by Maser Consulting, consisting of one (1) sheet;
- Payroll Certificates prepared by New Prince Concrete Construction Co., Inc.

The payment breakdown is as follows:

Original Contract Amount (Base Bid)	\$2,064,244.05
Change Order #1	\$485,445.54
Change Order #2	\$20,000.00
Change Order #3	\$80,000.00
Change Order #4	(\$25,819.34)
Change Order #5	\$8,928.00
Adjusted Contract Amount	\$2,632,798.25
Amount Completed to Date	\$1,961,213.22
Less 2% Retainage	(\$39,224.26)
Less Previous Payments	(\$1,726,973.96)
Amount Due Progress Payment #7	\$195,015.00



Maureen Iarossi-Alwan
MC Project No. MVP197C
December 21, 2017
Page 2 of 2

Change Order #1 for the widening of Chestnut Ridge Road was approved and has exceeded the twenty percent (20.0%) limitation under N.J.A.C. 5:30-11.9. Change Order #1 was approximately 23.5% over the contract amount.

Proposed Change Order #5 will increase the contract amount to approximately **27.65%** over the contract amount for the total change order. This change order is required as the original contract and plans did not include the removal of additional tree stumps along Summit Avenue. The Contract also did not include the installation a six (6) foot high fence which was requested by the Nursery School as a safety measure.

At this time, our office recommends the award of Change Order #5 as an increase to the Contract for the reasons noted above. Therefore, we recommend the approval of Change Order #5 in the amount of **(\$8,928.00)**, with a **New Project Total of \$2,632,798.25**.

Based upon our review, we recommend processing the attached Progress Payment #7 in the amount of **\$195,015.00** to New Prince Concrete Construction Co. Inc.

Thank you for your kind attention to this matter. Please contact me if you have any questions.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'Andrew R. Hipolit'.

Andrew R. Hipolit, P.E., P.P., C.M.E.
Borough Engineer

ARH/tva
Attachments

cc: Mayor and Council (via Clerk/Administrator)
Carl Bello, Borough Treasurer
Christine Kalafut, Treasury Bookkeeper
New Prince Concrete Construction Co. Inc.



BOROUGH OF MONTVALE
Montvale Intersection Improvements
New Prices Concrete Construction Co., Inc.
216 Eileen Terrace, Hackensack, New Jersey 07601

Progress Payment #7 And
Change Order #5- Revised
PROJECT NO. MVP197C
December 21, 2017

BASE BID										
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE
1	NO ITEM	-	-	\$ -	-	0.00	\$ -	0.00	0.00	\$ -
2	FIELD CURVE TYPE A	3.00	LINE	\$ 35,000.00	0	0.00	\$ -	0.00	0.00	\$ -
3	SSL FENCE	1260.00	LF	\$ 3.00	1,260	75.00	\$ 210.00	800.00	875.00	\$ 2,610.00
4	INLET FILTER TYPE 2, 2' X 4'	18.00	UNIT	\$ 100.00	18	0.00	\$ -	18.00	18.00	\$ 1,800.00
5	INLET FILTER TYPE 2, 4' X 4'	2.00	UNIT	\$ 200.00	2	0.00	\$ -	2.00	2.00	\$ 400.00
6	BREAKAWAY BARRICADE	15.00	UNIT	\$ 100.00	15	0.00	\$ -	15.00	15.00	\$ 1,500.00
7	DRUM	45.00	UNIT	\$ 50.00	45	0.00	\$ -	45.00	45.00	\$ 2,250.00
8	TRAFFIC CONE	45.00	UNIT	\$ 15.00	45	0.00	\$ -	45.00	45.00	\$ 675.00
9	CONSTRUCTION SIGNS	280.00	SP	\$ 18.00	280	0.00	\$ -	280.00	280.00	\$ 5,040.00
10	FLASHING ARROW BOARD, 2' X 4'	2.00	UNIT	\$ 2,000.00	2	2.00	\$ 4,000.00	0.00	2.00	\$ 4,000.00
11	POLICE TRAFFIC DIRECTORS	1.00	ALLOWANCE	\$ 40,000.00	3.5	0.17	\$ 6,570.10	3.43	3.61	\$ 144,253.22
12	NO ITEM	-	-	\$ -	-	0.00	\$ -	0.00	0.00	\$ -
13	FUEL PRICE ADJUSTMENT	1.00	ALLOWANCE	\$ 1,000.00	1	0.00	\$ -	0.00	0.00	\$ -
14	ASPHALT PRICE ADJUSTMENT	1.00	ALLOWANCE	\$ 1,000.00	1	0.00	\$ -	0.00	0.00	\$ -
15	CLEARING SITE	1.00	LS	\$ 60,000.00	1	0.00	\$ -	1.00	1.00	\$ 60,000.00
16	EXCAVATION, TEST PIT	250.00	CY	\$ 0.01	250	0.00	\$ -	0.00	0.00	\$ -
17	EXCAVATION, UNCLASSIFIED	2605.00	CY	\$ 28.00	2,605	0.00	\$ -	2805.00	2,605.00	\$ 72,840.00
18	REMOVAL OF PAVEMENT	1215.00	SY	\$ 19.00	1,215	0.00	\$ -	1215.00	1,215.00	\$ 23,085.00
19	DISPOSAL OF REGULATED MATERIAL	20.00	TON	\$ 85.00	20	0.00	\$ -	0.00	0.00	\$ -
20	SOIL SAMPLING AND ANALYSIS, REGULATED	5.00	UNIT	\$ 1.00	5	0.00	\$ -	5.00	5.00	\$ 5.00
21	6" 4 SOIL AGGREGATE	180.00	CY	\$ 35.00	180	180.00	\$ 6,300.00	0.00	180.00	\$ 6,300.00
22	NO ITEM	-	-	\$ -	-	0.00	\$ -	0.00	0.00	\$ -
23	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	280.00	SY	\$ 6.00	280	0.00	\$ -	280.00	280.00	\$ 1,740.00
24	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	3120.00	SY	\$ 9.00	3,120	0.00	\$ -	3120.00	3,120.00	\$ 28,080.00
25	PAV. MILLING, 3" OR LESS	17400.00	SY	\$ 4.25	17,400	6304.00	\$ 26,782.00	11096.00	17,400.00	\$ 73,850.00
26	NO ITEM	-	-	\$ -	-	0.00	\$ -	0.00	0.00	\$ -
27	HOT MIX ASPHALT PAVEMENT REPAIR	100.00	SY	\$ 20.00	100	0.00	\$ -	0.00	0.00	\$ -
28	POLYMERIZED JOINT ADHESIVE	11940.00	LF	\$ 0.01	11,940	0.00	\$ -	0.00	0.00	\$ -
29	TACK COAT	1800.00	GAL	\$ 0.01	1,800	0.00	\$ -	750.00	750.00	\$ 7.50
30	PRIME COAT	290.00	GAL	\$ 0.01	290	0.00	\$ -	0.00	0.00	\$ -
31	HOT MIX ASPHALT 12.5 M 64 SURFACE COURSE	2730.00	TON	\$ 73.00	2,730	788.95	\$ 58,133.35	1660.93	2,629.88	\$ 191,981.24
32	HOT MIX ASPHALT 19 M 64 BASE COURSE	1135.00	TON	\$ 80.00	1,135	19.66	\$ 1,572.80	665.91	705.57	\$ 56,445.80
33	NO ITEM	-	-	\$ -	-	0.00	\$ -	0.00	0.00	\$ -
34	MODULAR BLOCK WALL	590.00	SF	\$ 85.00	590	0.00	\$ -	590.00	590.00	\$ 50,150.00
35	15" REINFORCED CONCRETE PIPE	30.00	LF	\$ 58.00	30	0.00	\$ -	30.00	30.00	\$ 1,740.00
36	18" REINFORCED CONCRETE PIPE	140.00	LF	\$ 70.00	140	0.00	\$ -	130.00	130.00	\$ 9,100.00
37	24" REINFORCED CONCRETE PIPE	430.00	LF	\$ 90.00	430	0.00	\$ -	390.00	390.00	\$ 35,100.00



MUNICIPALITY OF MONTVALE
Montvale Interchange Improvements
New Prince Concrete Construction Co., Inc.
216 Eileen Terrace, Hackensack, New Jersey 07601

Progress Payment #7 And
Change Order #6- Rev/and
PROJECT NO. NVP1870
December 21, 2017

BASE BID										
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE
38	INLET, TYPE B	9.00	UNIT	\$ 3,000.00	9	0.00	\$ -	9.00	9.00	\$ 27,000.00
39	INLET, TYPE E	1.00	UNIT	\$ 3,300.00	1	-	\$ -	1.00	1.00	\$ 3,300.00
40	INLET, TYPE B2	1.00	UNIT	\$ 4,500.00	1	0.00	\$ -	1.00	1.00	\$ 4,500.00
41	INLET, TYPE B2 SPECIAL	1.00	UNIT	\$ 4,500.00	1	-	\$ -	1.00	1.00	\$ 4,500.00
42	MANHOLE, 4' DIAMETER	1.00	UNIT	\$ 3,000.00	1	0.00	\$ -	1.00	1.00	\$ 3,000.00
43	INLET CONVERTED TO MANHOLE	1.00	UNIT	\$ 2,000.00	1	0.00	\$ -	1.00	1.00	\$ 2,000.00
44	RESET EXISTING CASTING	1.00	UNIT	\$ 400.00	1	0.00	\$ -	1.00	1.00	\$ 400.00
45	SET INLET TYPE B, CASTING	1.00	UNIT	\$ 2,000.00	1	0.00	\$ -	1.00	1.00	\$ 2,000.00
46	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	2.00	UNIT	\$ 2,000.00	2	0.00	\$ -	2.00	2.00	\$ 4,000.00
47	RECONSTRUCTED INLET, TYPE E, USING NEW CASTING	1.00	UNIT	\$ 2,000.00	1	1.00	\$ 2,000.00	0.00	1.00	\$ 2,000.00
48	NO ITEM	-	-	\$ -	-	0.00	\$ -	0.00	0.00	\$ -
49	CHAINLINK FENCE, 8' HIGH	140.00	LF	\$ 45.00	140	-	\$ -	140.00	140.00	\$ 6,440.00
50	CONCRETE SIDEWALK, 4" THICK	1575.00	SY	\$ 62.00	1,575	104.00	\$ 6,448.00	1304.95	1,408.95	\$ 87,354.80
51	CONCRETE SIDEWALK, REINFORCED, 4" THICK	330.00	SY	\$ 65.00	330	-	\$ -	330.00	330.00	\$ 21,450.00
52	HOT MIX ASPHALT DRIVEWAY, 8" THICK	500.00	SY	\$ 28.00	520	-	\$ -	520.00	520.00	\$ 14,560.00
53	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	155.00	SY	\$ 70.00	155	-	\$ -	155.00	155.00	\$ 10,850.00
54	DETECTABLE WARNING SURFACE	45.00	SY	\$ 200.00	45	11.34	\$ 2,268.00	33.66	45.00	\$ 9,000.00
55	8" X 10" CONCRETE VERTICAL CURB	760.00	LF	\$ 32.00	760	20.00	\$ 640.00	685.00	605.00	\$ 19,360.00
56	8" X 10" CONCRETE VERTICAL CURB	4760.00	LF	\$ 32.00	4,760	83.00	\$ 2,616.00	4599.00	4,659.00	\$ 149,588.00
57	8" X VARIABLE HEIGHT CONCRETE VERTICAL CURB	145.00	LF	\$ 32.00	145	-	\$ -	145.00	145.00	\$ 4,640.00
58	RESET GRANITE CURB	20.00	LF	\$ 40.00	20	20.00	\$ 800.00	0.00	20.00	\$ 800.00
59	NONVEGETATIVE SURFACE, HOT MIX ASPHALT	35.00	SY	\$ 30.00	35	0.00	\$ -	35.00	35.00	\$ 1,050.00
60	BEAM GUIDE RAIL	40.00	LF	\$ 54.00	40	-	\$ -	40.00	40.00	\$ 2,160.00
61	RUST RAIL	40.00	LF	\$ 42.00	40	0.00	\$ -	38.00	38.00	\$ 1,596.00
62	CONTROLLED RELEASE TERMINAL	1.00	UNIT	\$ 2,400.00	1	0.50	\$ -	1.00	1.00	\$ 2,400.00
63	CONTROLLED RELEASE TERMINAL ANCHORAGE	1.00	UNIT	\$ 2,400.00	1	0.00	\$ -	1.00	1.00	\$ 2,400.00
64	BEAM GUIDE RAIL ANCHORAGE	1.00	UNIT	\$ 2,000.00	1	0.00	\$ -	1.00	1.00	\$ 2,000.00
65	TRAFFIC STRIPES, 4"	335.00	LF	\$ 0.60	335	-	\$ -	1,893.00	1,893.00	\$ 1,135.80
66	TRAFFIC STRIPES, 6"	18,000.00	LF	\$ 0.60	18,000	0.00	\$ -	1,616.00	1,616.00	\$ 1,292.80
67	TRAFFIC STRIPES, 8"	2,850.00	LF	\$ 1.00	2,850	0.00	\$ -	442.50	442.00	\$ 442.00
68	TRAFFIC MARKINGS	6,115.00	SF	\$ 3.75	6,115	0.00	\$ -	560.00	560.00	\$ 1,820.00
69	REMOVAL OF TRAFFIC STRIPES	4,750.00	LF	\$ 0.60	4,750	0.00	\$ -	0.00	0.00	\$ -
70	REMOVAL OF TRAFFIC MARKINGS	400.00	SF	\$ 3.00	400	0.00	\$ -	0.00	0.00	\$ -
71	REGULATORY AND WARNING SIGN	540.50	SF	\$ 35.00	547	78.42	\$ 2,744.70	468.08	546.50	\$ 19,127.50
72	NO ITEM	-	-	\$ -	-	0.00	\$ -	0.00	0.00	\$ -
73	RECONSTRUCTED MANHOLE, SANITARY SEWER, USING EXISTING	17.00	UNIT	\$ 1.00	17	0.00	\$ -	0.00	0.00	\$ -
74	NO ITEM	-	-	\$ -	-	0.00	\$ -	0.00	0.00	\$ -
75	RELOCATE HIGH SCHOOL ELECTRONIC SIGN	4.00	UNIT	\$ 10,000.00	4	0.00	\$ -	4.00	4.00	\$ -
76	NO ITEM	-	-	\$ -	-	0.00	\$ -	0.00	0.00	\$ -
77	2" RIGID METALLIC CONDUIT	135.00	LF	\$ 42.00	135	0.00	\$ -	131.00	131.00	\$ 5,502.00
78	3" RIGID METALLIC CONDUIT	1,739.50	LF	\$ 44.00	1,740	-	\$ -	1,739.50	1,739.50	\$ 76,538.00
79	18" X 36" JUNCTION BOX	20.00	UNIT	\$ 2,100.00	20	0.00	\$ -	20.00	20.00	\$ 42,000.00
80	NO ITEM	-	-	\$ -	-	0.00	\$ -	0.00	0.00	\$ -
81	FOUNDATION, TYPE A-MCBC	3.00	UNIT	\$ 3,300.00	3	0.00	\$ -	3.00	3.00	\$ 9,900.00
82	FOUNDATION, TYPE B-LJP	12.00	UNIT	\$ 1,400.00	12	0.00	\$ -	12.00	12.00	\$ 16,800.00
83	FOUNDATION, TYPE BIF	12.00	UNIT	\$ 8,300.00	12	0.00	\$ -	12.00	12.00	\$ 99,600.00
84	NO ITEM	-	-	\$ -	-	0.00	\$ -	0.00	0.00	\$ -
85	METER CABINET, TYPE T-15	3.00	UNIT	\$ 2,000.00	3	0.00	\$ -	3.00	3.00	\$ 6,000.00



BOROUGH OF MONTVALE
Montvale Intersection Improvements
New Prince Concrete Construction Co., Inc.
215 Ellen Terrace, Hackensack, New Jersey 07601

Progress Payment #7 And
Change Order #5- Revised
PROJECT NO. MVP191C
December 31, 2017

BASE BID										
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE
65	GROUND WIRE, NO. 8 AWG	1994.50	LF	\$ 2.00	1,985	211.50	\$ 423.00	1773.00	1,984.50	\$ 3,969.00
67	SERVICE WIRE, NO. 6 AWG	610.00	LF	\$ 2.00	610	110.00	\$ 220.00	500.00	610.00	\$ 1,220.00
68	CONTROLLER, 8 PHASE	3.00	UNIT	\$ 16,000.00	3	0.00	\$ -	3.00	3.00	\$ 48,000.00
89	NO ITEM	-	-	-	-	0.00	\$ -	0.00	0.00	\$ -
90	TRAFFIC SIGNAL STANDARD, STEEL	12.00	UNIT	\$ 6,600.00	12	0.00	\$ -	12.00	12.00	\$ 79,200.00
91	PEDESTRIAN SIGNAL STANDARD - 10"	12.00	UNIT	\$ 800.00	12	0.00	\$ -	12.00	12.00	\$ 9,600.00
92	NO ITEM	-	-	-	-	0.00	\$ -	0.00	0.00	\$ -
93	TRAFFIC SIGNAL MAST ARM, STEEL	12.00	UNIT	\$ 3,789.00	12	4.00	\$ 15,120.00	6.00	12.00	\$ 45,360.00
94	TRAFFIC SIGNAL CABLE, 3 CONDUCTOR	3955.00	LF	\$ 2.00	3,955	-	\$ -	3955.00	3,955.00	\$ 7,910.00
95	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR	3955.00	LF	\$ 2.00	3,955	-	\$ -	3955.00	3,955.00	\$ 7,910.00
96	TRAFFIC SIGNAL CABLE, 7 CONDUCTOR	5760.00	LF	\$ 2.00	5,760	-	\$ -	5760.00	5,760.00	\$ 11,560.00
97	TRAFFIC SIGNAL HEAD	42.00	UNIT	\$ 1,200.00	42	0.00	\$ -	42.00	42.00	\$ 50,400.00
98	PEDESTRIAN SIGNAL HEAD	24.00	UNIT	\$ 900.00	24	0.00	\$ -	24.00	24.00	\$ 21,600.00
99	PUSH BUTTON	24.00	UNIT	\$ 1,400.00	24	0.00	\$ -	24.00	24.00	\$ 33,600.00
100	IMAGE DETECTOR	12.00	UNIT	\$ 5,500.00	12	8.00	\$ 44,000.00	4.00	12.00	\$ 66,000.00
101	INTERIM TRAFFIC SIGNAL SYSTEM, LOCATION NO. 1	1.00	LS	\$ 10,000.00	1	0.00	\$ -	1.00	1.00	\$ 10,000.00
102	INTERIM TRAFFIC SIGNAL SYSTEM, LOCATION NO. 2	1.00	LS	\$ 10,000.00	1	0.00	\$ -	1.00	1.00	\$ 10,000.00
103	GPS UNIT	5.00	UNIT	\$ 1,600.00	5	1.00	\$ 1,600.00	2.00	3.00	\$ 4,800.00
104	CONTROLLER TURN-ON	3.00	UNIT	\$ 2,000.00	3	1.00	\$ 2,000.00	2.00	3.00	\$ 6,000.00
105	10" CABINET SKIRT WITH BATTERY BACK-UP	5.00	UNIT	\$ 12,000.00	5	0.00	\$ -	3.00	3.00	\$ 36,000.00
106	REFLECTORIZED MAST ARM STREET NAME SIGNS, DOUBLE-SIDED	99.00	SF	\$ 60.00	89	41.75	\$ 2,505.00	57.25	99.00	\$ 5,940.00
107	INTERIM TRAFFIC SIGNAL SYSTEM, LOCATION NO. 3	1.00	LS	\$ 1.00	1	0.00	\$ -	1.00	1.00	\$ 1.00
108	NO ITEM	-	-	-	-	0.00	\$ -	0.00	0.00	\$ -
109	TOPSOILING, 4" THICK	4000.00	SY	\$ 3.30	4,000	1099.00	\$ 3,297.00	2891.00	4,000.00	\$ 12,600.00
110	FERTILIZERS AND SEEDING, TYPE A-3	4000.00	SY	\$ 1.25	4,000	1190.00	\$ 1,455.00	2840.00	4,000.00	\$ 5,000.00
111	STRAW MULCHING	4000.00	SY	\$ 1.25	4,000	1190.00	\$ 1,455.00	2840.00	4,000.00	\$ 5,000.00
112	NO ITEM	-	-	-	-	0.00	\$ -	0.00	0.00	\$ -
113	NEW ELECTRIC SERVICE - AM-TREE NURSERY SCHOOL	1.00	LS	\$ 40,000.00	1	0.00	\$ -	1.00	1.00	\$ 40,000.00
114	NURSERY SCHOOL LANDSCAPING, LEYLAND CYPRRESS	60.00	UNIT	\$ 450.00	60	0.00	\$ -	0.00	0.00	\$ -
115	LUKOL AFROIDS AND CURBS (FWWHERE DIRECTED)	1.00	LS	\$ 1,000.00	1	0.00	\$ -	1.00	1.00	\$ 1,000.00
116	DECIDUOUS TREES, 3" - 3 1/2" CALIPER (FWWHERE DIRECTED)	6.00	UNIT	\$ 800.00	6	0.00	\$ -	0.00	0.00	\$ -
117	EVERGREEN TREES, 7' - 8' HEIGHT (FWWHERE DIRECTED)	11.00	UNIT	\$ 350.00	11	0.00	\$ -	0.00	0.00	\$ -
118	FLOWERING TREES, 10' - 12' HEIGHT (FWWHERE DIRECTED)	11.00	UNIT	\$ 650.00	11	0.00	\$ -	0.00	0.00	\$ -
119	SHRUBS, 24" - 36" HEIGHT (FWWHERE DIRECTED)	71.00	UNIT	\$ 100.00	71	0.00	\$ -	0.00	0.00	\$ -
120	HARDWOOD BARK MULCH (FWWHERE DIRECTED)	126.00	CY	\$ 48.00	106	0.00	\$ -	0.00	0.00	\$ -
121	CONVENIENCE STORE STONE, 4" THICK	45.00	SY	\$ 15.00	45	0.00	\$ -	45.00	45.00	\$ 675.00
TOTAL BASE BID:				\$2,964,244.05	Total Invoice		\$ 190,063.95	\$ 1,843,104.58		



BOROUGH OF MONTVALE
Montvale Intersection Improvements
New Prince Concrete Construction Co., Inc.
216 Ellan Terrace, Hackensack, New Jersey 07601

Progress Payment #7 And
Change Order #5- Revised
PROJECT NO. NVP197C
December 21, 2017

BASE BID										
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE
ALTERNATE BID "A"										
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE
17A	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	14.00	SY	\$ 9.00	14	0.00	\$ -	0.00	0.00	\$ -
28A	POLYMERIZED JOINT ADHESIVE	40.00	LF	\$ 0.01	40	0.00	\$ -	0.00	0.00	\$ -
31A	HOT MIX ASPHALT 12.5 M 64 SURFACE COURSE	2.00	TON	\$ 73.00	2	0.00	\$ -	0.00	0.00	\$ -
32A	HOT MIX ASPHALT 19 M 64 BASE COURSE	6.00	TON	\$ 80.00	6	0.00	\$ -	0.00	0.00	\$ -
48A	CHAIN-LINK FENCE, 6' HIGH	30.00	LF	\$ 48.00	30	0.00	\$ -	0.00	0.00	\$ -
50A	CONCRETE SIDEWALK, 4" THICK	325.00	SY	\$ 62.00	325	0.00	\$ -	0.00	0.00	\$ -
52A	HOT MIX ASPHALT DRIVEWAY, 6" THICK	77.00	SY	\$ 28.00	77	0.00	\$ -	0.00	0.00	\$ -
53A	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	48.00	SY	\$ 70.00	48	0.00	\$ -	0.00	0.00	\$ -
55A	DETECTABLE WARNING SURFACE	6.00	SY	\$ 200.00	6	0.00	\$ -	0.00	0.00	\$ -
56A	6" X 6" CONCRETE VERTICAL CURB	40.00	LF	\$ 32.00	40	0.00	\$ -	0.00	0.00	\$ -
109A	TOPSOILING 4" THICK	335.00	SY	\$ 3.00	335	0.00	\$ -	0.00	0.00	\$ -
110A	FERTILIZING AND SEEDING, TYPE A-3	335.00	SY	\$ 1.25	335	0.00	\$ -	0.00	0.00	\$ -
111A	STRAW MULCHING	335.00	SY	\$ 4.35	335	0.00	\$ -	0.00	0.00	\$ -
112A	NO ITEM	-	-	\$ -	-	0.00	\$ -	0.00	0.00	\$ -
TOTAL ALTERNATE BID "A":										

Change Order #4										
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE
4-1	REPAIR BURIED HEADWALL AND 36" DRAINAGE PIPE @ Sta: 307+50L	1.00	LS	\$ 3,157.04	1	0.00	\$ -	1.00	1.00	\$ 3,157.04
4-2	REMOVAL AND RESETTING SIDEWALK FORMS	1.00	LS	\$ 2,121.02	1	0.00	\$ -	1.00	1.00	\$ 2,121.02
4-3	REMOVAL OF TREE AT 15 SPRING VALLEY ROAD	1.00	LS	\$ 1,080.51	1	0.00	\$ -	1.00	1.00	\$ 1,080.51
4-4	SANITARY SEWER CLEANOUT RELOCATION	1.00	LS	\$ 2,842.09	1	0.00	\$ -	1.00	1.00	\$ 2,842.09
TOTAL CHANGE ORDER #4:				\$9,180.66	Total Invoice		\$ -	To Date		\$ 9,180.66

PROPOSED CHANGE ORDER #5										
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMENDED QTY	QTY THIS EST.	AMOUNT THIS EST.	QTY PREV. EST.	QTY TO DATE	AMOUNT TO DATE
5-1	REMOVAL AND DISPOSAL OF STUMPS ON SUMMIT AVE.	1.00	LS	\$ 2,200.00	1	1.00	\$ 2,200.00	0.00	1.00	\$ 2,200.00
5-2	6" HIGH BLACK FENCE (AN Tree Nursery)	116.00	LF	\$ 58.00	116	116.00	\$ 6,728.00	0.00	116.00	\$ 6,728.00
TOTAL CHANGE ORDER #5:				\$2.00	Total Invoice		\$ 6,928.00	To Date		\$ 6,928.00

ORIGINAL CONTRACT AMOUNT	\$2,064,244.65
CHANGE ORDER NO. 1	\$466,448.54
CHANGE ORDER NO. 2	\$20,000.00
CHANGE ORDER NO. 3	\$68,000.00
CHANGE ORDER NO. 4	\$9,180.66
PROPOSED CHANGE ORDER NO. 5	\$6,928.00
ADJUSTED CONTRACT AMOUNT	\$2,632,798.25
TOTAL COMPLETED TO DATE	\$ 1,561,213.22
RETAINAGE (2% OF COMPLETED WORK)	\$ (39,224.26)
SUBTOTAL:	\$ 1,521,988.96
LESS PREVIOUS PAYMENTS:	\$ 1,726,873.96
TOTAL AMOUNT DUE:	\$ 195,916.00

PROJECT Montvale Intersection Improvements DATE SUBMITTED December 19, 2017	JOB INFORMATION Job# 270 Estimate No. 7 INVOICE PERIOD November 8, 2017 - December 15, 2017	CONTRACTOR New Prince Concrete Construction Co., Inc. 215 Eileen Terrace Hackensack, New Jersey 07601
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CONTRACT INFORMATION	
Original Contract Amount	\$2,667,798.25
Amended Contract Amount	\$2,667,798.25
Final Contract Amount	

Total Work Completed	\$2,034,668.47
2% Retainage Released	\$40,693.37
Net Amount Due	\$1,993,975.10
Less Previous Payment	\$1,726,973.96
Due This Estimate	\$267,001.14
% of Work Complete	76.27%

PAYMENT #	AMT. PAID	DATE
Payment #1	\$197,554.28	7/25/2017
Payment #2	\$257,940.02	8/8/2017
Payment #3	\$461,290.67	9/15/2017
Payment #4	\$610,812.15	10/20/2017
Payment #5	\$36,017.82	10/25/2017
Payment #6	\$163,359.02	11/20/2017

CHANGE ORDER #	CHANGE ORDER AMT.
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IN SUBMITTING THIS INVOICE, IT IS HEREBY CERTIFIED THAT MINIMUM PREVAILING WAGES HAVE BEEN PAID.

VERIFIED BY: _____

AUTHORIZED BY: _____

TOTAL AMOUNT		\$2,667,798.25				\$1,762,215.27		\$272,453.20		\$2,034,668.47	
ITEM INFORMATION		CONTRACT QUANTITY				PREVIOUS QUANTITY		QUANTITY THIS EST.		TOTALS	
ITEM #	DESCRIPTION	UNIT	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
2	Field Office Type A	Unit	\$25,000.00	1.00	\$25,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
3	Silt Fence	LF	\$3.00	1,260.00	\$3,780.00	800.00	\$2,400.00	70.00	\$210.00	870.00	\$2,610.00
4	Inlet Filter, Type 2, 2' x 4'	Unit	\$100.00	18.00	\$1,800.00	18.00	\$1,800.00	0.00	\$0.00	18.00	\$1,800.00
5	Inlet Filter, Type 2, 4' x4'	Unit	\$200.00	2.00	\$400.00	2.00	\$400.00	0.00	\$0.00	2.00	\$400.00
6	Breakaway Barricade	Unit	\$100.00	15.00	\$1,500.00	15.00	\$1,500.00	0.00	\$0.00	15.00	\$1,500.00
7	Drum	Unit	\$50.00	45.00	\$2,250.00	45.00	\$2,250.00	0.00	\$0.00	45.00	\$2,250.00
8	Traffic Cone	Unit	\$15.00	45.00	\$675.00	45.00	\$675.00	0.00	\$0.00	45.00	\$675.00
9	Construction Signs	SF	\$18.00	280.00	\$5,040.00	280.00	\$5,040.00	639.00	\$11,502.00	919.00	\$16,542.00
10	Flashing Arrow Board, 2' x 4'	Unit	\$2,000.00	2.00	\$4,000.00	0.00	\$0.00	2.00	\$4,000.00	2.00	\$4,000.00
11	Police Traffic Directors	Allowance	\$1.00	140,000.00	\$140,000.00	137,383.12	\$137,383.12	6,870.10	\$6,870.10	144,253.22	\$144,253.22
12	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
13	Fuel Price Adjustment	Allowance	\$1.00	1,000.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14	Asphalt Price Adjustment	Allowance	\$1.00	1,000.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
15	Clearing Site	LS	\$1.00	60,000.00	\$60,000.00	60,000.00	\$60,000.00	0.00	\$0.00	60,000.00	\$60,000.00
16	Excavation, Test Pit	CY	\$0.01	250.00	\$2.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
17	Excavation, Unclassified	CY	\$28.00	2,605.00	\$72,940.00	2,605.00	\$72,940.00	0.00	\$0.00	2,605.00	\$72,940.00
18	Removal of Pavement	SY	\$19.00	1,215.00	\$23,085.00	1,215.00	\$23,085.00	0.00	\$0.00	1,215.00	\$23,085.00
19	Disposal of Regulated Material	Ton	\$85.00	20.00	\$1,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
20	Soil Sampling and Analysis, Regulated	Unit	\$1.00	5.00	\$5.00	5.00	\$5.00	0.00	\$0.00	5.00	\$5.00
21	I-14 Soil Aggregate	CY	\$35.00	160.00	\$5,600.00	0.00	\$0.00	160.00	\$5,600.00	160.00	\$5,600.00
22	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
23	DGA Base Course, 4" Thick	SY	\$6.00	290.00	\$1,740.00	290.00	\$1,740.00	250.00	\$1,500.00	540.00	\$3,240.00
24	DGA Base Course, 6" Thick	SY	\$9.00	3,120.00	\$28,080.00	3,120.00	\$28,080.00	0.00	\$0.00	3,120.00	\$28,080.00
25	HMA Milling, 3" or Less	SY	\$4.25	17,400.00	\$73,950.00	11,096.00	\$47,158.00	6,304.00	\$26,792.00	17,400.00	\$73,950.00
26	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
27	HMA Pavement Repair	SY	\$20.00	100.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
28	Polymerized Joint Adhesive	LF	\$0.01	11,940.00	\$119.40	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
29	Tack Coat	Gal	\$0.01	1,600.00	\$16.00	750.00	\$7.50	0.00	\$0.00	750.00	\$7.50
30	Prime Coat	Gal	\$0.01	290.00	\$2.90	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
31	HMA 12.5M64 Surface Course	Ton	\$73.00	2,730.00	\$199,290.00	1,860.93	\$135,847.89	768.95	\$56,133.35	2,629.88	\$191,981.24
32	HMA 19M64 Base Course	Ton	\$80.00	1,135.00	\$90,800.00	685.91	\$54,872.80	19.66	\$1,572.80	705.57	\$56,445.60
33	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
34	Modular Block Wall	SF	\$55.00	590.00	\$32,450.00	590.00	\$32,450.00	511.00	\$28,105.00	1,101.00	\$60,555.00
35	15" Reinforced Concrete Pipe	LF	\$68.00	30.00	\$2,040.00	30.00	\$2,040.00	4.00	\$272.00	34.00	\$2,312.00
36	18" Reinforced Concrete Pipe	LF	\$70.00	140.00	\$9,800.00	130.00	\$9,100.00	0.00	\$0.00	130.00	\$9,100.00
37	24" Reinforced Concrete Pipe	LF	\$90.00	430.00	\$38,700.00	390.00	\$35,100.00	0.00	\$0.00	390.00	\$35,100.00
38	Inlet, Type B	Unit	\$3,000.00	9.00	\$27,000.00	9.00	\$27,000.00	0.00	\$0.00	9.00	\$27,000.00
39	Inlet, Type E	Unit	\$3,300.00	1.00	\$3,300.00	1.00	\$3,300.00	2.00	\$6,600.00	3.00	\$9,900.00
40	Inlet, Type B2	Unit	\$4,500.00	1.00	\$4,500.00	1.00	\$4,500.00	0.00	\$0.00	1.00	\$4,500.00
41	Inlet, Type B2 Special	Unit	\$4,500.00	1.00	\$4,500.00	1.00	\$4,500.00	1.00	\$4,500.00	2.00	\$9,000.00
42	Manhole, 4' Diameter	Unit	\$3,000.00	1.00	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00	1.00	\$3,000.00
43	Inlet Converted to Manhole	Unit	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00	0.00	\$0.00	1.00	\$2,000.00
44	Reset Existing Casting	Unit	\$400.00	1.00	\$400.00	1.00	\$400.00	0.00	\$0.00	1.00	\$400.00
45	Set Inlet Casting, Type B	Unit	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00	0.00	\$0.00	1.00	\$2,000.00
46	Reconstructed Inlet, Type B, Using New Casting	Unit	\$2,000.00	2.00	\$4,000.00	2.00	\$4,000.00	0.00	\$0.00	2.00	\$4,000.00

ITEM INFORMATION		CONTRACT QUANTITY				PREVIOUS QUANTITY		QUANTITY THIS EST.		TOTALS	
ITEM #	DESCRIPTION	UNIT	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
47	Reconstruct Inlet, Type E, Using New Casting	Unit	\$2,000.00	1.00	\$2,000.00	0.00	\$0.00	1.00	\$2,000.00	1.00	\$2,000.00
48	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
49	Chain Link Fence, 6' High	LF	\$46.00	140.00	\$6,440.00	140.00	\$6,440.00	17.00	\$782.00	157.00	\$7,222.00
50	Concrete Sidewalk, 4" Thick	SY	\$62.00	1,575.00	\$97,650.00	1,304.95	\$80,906.90	104.00	\$6,448.00	1,408.95	\$87,354.90
51	Concrete Sidewalk, Reinforced, 4" Thick	SY	\$65.00	330.00	\$21,450.00	330.00	\$21,450.00	70.53	\$4,584.45	400.53	\$26,034.45
52	HMA Driveway, 6" Thick	SY	\$28.00	520.00	\$14,560.00	520.00	\$14,560.00	10.00	\$280.00	530.00	\$14,840.00
53	Concrete Driveway, Reinforced, 8" Thick	SY	\$70.00	155.00	\$10,850.00	155.00	\$10,850.00	30.00	\$2,100.00	185.00	\$12,950.00
54	Detectable Warning Surface	SY	\$200.00	45.00	\$9,000.00	33.66	\$6,732.00	11.34	\$2,268.00	45.00	\$9,000.00
55	9" x 18" Concrete Vertical Curb	LF	\$32.00	760.00	\$24,320.00	585.00	\$18,720.00	20.00	\$640.00	605.00	\$19,360.00
56	9" x 20" Concrete Vertical Curb	LF	\$32.00	4,760.00	\$152,320.00	4,588.00	\$147,072.00	63.00	\$2,016.00	4,651.00	\$149,088.00
57	9" x Variable Height Concrete Vertical Curb	LF	\$32.00	145.00	\$4,640.00	145.00	\$4,640.00	21.00	\$672.00	166.00	\$5,312.00
58	Reset Granite Curb	LF	\$40.00	20.00	\$800.00	0.00	\$0.00	20.00	\$800.00	20.00	\$800.00
59	Nonvegetative Surface, HMA	SY	\$30.00	35.00	\$1,050.00	35.00	\$1,050.00	0.00	\$0.00	35.00	\$1,050.00
60	Beam Guide Rail	LF	\$54.00	40.00	\$2,160.00	40.00	\$2,160.00	4.00	\$216.00	44.00	\$2,376.00
61	Rub Rail	LF	\$42.00	40.00	\$1,680.00	38.00	\$1,596.00	0.00	\$0.00	38.00	\$1,596.00
62	Controlled Release Terminal	Unit	\$2,100.00	1.00	\$2,100.00	1.00	\$2,100.00	0.00	\$0.00	1.00	\$2,100.00
63	Controlled Release Terminal Anchorage	Unit	\$2,400.00	1.00	\$2,400.00	1.00	\$2,400.00	0.00	\$0.00	1.00	\$2,400.00
64	Beam Guide Rail Anchorage	Unit	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00	0.00	\$0.00	1.00	\$2,000.00
65	Traffic Stripes, 4"	LF	\$0.80	335.00	\$268.00	1,893.00	\$1,514.40	2,188.00	\$1,750.40	4,081.00	\$3,264.80
66	Traffic Stripes, 6"	LF	\$0.80	18,000.00	\$14,400.00	1,616.00	\$1,292.80	0.00	\$0.00	1,616.00	\$1,292.80
67	Traffic Stripes, 8"	LF	\$1.00	2,860.00	\$2,860.00	442.00	\$442.00	0.00	\$0.00	442.00	\$442.00
68	Traffic Markings	SF	\$3.25	6,115.00	\$19,873.75	580.00	\$1,880.00	0.00	\$0.00	580.00	\$1,880.00
69	Removal of Traffic Stripes	LF	\$0.60	4,750.00	\$2,850.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
70	Removal of Traffic Markings	SF	\$3.00	400.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
71	Regulatory and Warning Sign	SF	\$35.00	546.50	\$19,127.50	468.08	\$16,382.80	98.42	\$3,444.70	566.50	\$19,827.50
72	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
73	Reconstructed Manhole, Sanitary Sewer, Using Existing Casting	Unit	\$17.00	17.00	\$289.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
74	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
75	Relocate High School Electronic Sign	Unit	\$10,000.00	1.00	\$10,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
76	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
77	2" Rigid Metallic Conduit	LF	\$42.00	135.00	\$5,670.00	131.00	\$5,502.00	0.00	\$0.00	131.00	\$5,502.00
78	3" Rigid Non-Metallic Conduit	LF	\$44.00	1,738.50	\$76,538.00	1,739.50	\$76,538.00	20.50	\$902.00	1,760.00	\$77,440.00
79	18" x 36" Junction Box	Unit	\$2,100.00	20.00	\$42,000.00	20.00	\$42,000.00	0.00	\$0.00	20.00	\$42,000.00
80	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
81	Foundation, Type P-MCBC	Unit	\$3,300.00	3.00	\$9,900.00	3.00	\$9,900.00	0.00	\$0.00	3.00	\$9,900.00
82	Foundation, Type TBJ-F	Unit	\$1,400.00	12.00	\$16,800.00	12.00	\$16,800.00	0.00	\$0.00	12.00	\$16,800.00
83	Foundation, Type STF	Unit	\$8,300.00	12.00	\$99,600.00	12.00	\$99,600.00	0.00	\$0.00	12.00	\$99,600.00
84	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
85	Meter Cabinet, Type T-15	Unit	\$2,000.00	3.00	\$6,000.00	3.00	\$6,000.00	0.00	\$0.00	3.00	\$6,000.00
86	Ground Wire, No. 8 AWG	LF	\$2.00	1,984.50	\$3,969.00	1,773.00	\$3,546.00	212.00	\$424.00	1,985.00	\$3,970.00
87	Service Wire, No. 6 AWG	LF	\$2.00	610.00	\$1,220.00	500.00	\$1,000.00	110.00	\$220.00	610.00	\$1,220.00
88	Controller, 8 Phase	Unit	\$18,000.00	3.00	\$54,000.00	3.00	\$54,000.00	0.00	\$0.00	3.00	\$54,000.00
89	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
90	Traffic Signal Standard, Steel	Unit	\$5,800.00	12.00	\$69,600.00	12.00	\$69,600.00	0.00	\$0.00	12.00	\$69,600.00
91	Pedestrian Signal Standard - 10'	Unit	\$900.00	12.00	\$10,800.00	12.00	\$10,800.00	0.00	\$0.00	12.00	\$10,800.00
92	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
93	Traffic Signal Mast Arm, Steel	Unit	\$3,760.00	12.00	\$45,120.00	8.00	\$30,080.00	4.00	\$15,040.00	12.00	\$45,120.00

ITEM INFORMATION		CONTRACT QUANTITY				PREVIOUS QUANTITY		QUANTITY THIS EST.		TOTALS	
ITEM #	DESCRIPTION	UNIT	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
94	Traffic Signal Cable, 2 Conductor	LF	\$2.00	3,955.00	\$7,910.00	3,955.00	\$7,910.00	951.00	\$1,902.00	4,906.00	\$9,812.00
95	Traffic Signal Cable, 5 Conductor	LF	\$2.00	3,955.00	\$7,910.00	3,955.00	\$7,910.00	951.00	\$1,902.00	4,906.00	\$9,812.00
96	Traffic Signal Cable, 7 Conductor	LF	\$2.00	5,780.00	\$11,560.00	5,780.00	\$11,560.00	2,811.00	\$5,622.00	8,591.00	\$17,182.00
97	Traffic Signal Head	Unit	\$1,200.00	42.00	\$50,400.00	42.00	\$50,400.00	0.00	\$0.00	42.00	\$50,400.00
98	Pedestrian Signal Head	Unit	\$900.00	24.00	\$21,600.00	24.00	\$21,600.00	0.00	\$0.00	24.00	\$21,600.00
99	Push Button	Unit	\$1,400.00	24.00	\$33,600.00	24.00	\$33,600.00	0.00	\$0.00	24.00	\$33,600.00
100	Imaged Detector	Unit	\$5,500.00	12.00	\$66,000.00	4.00	\$22,000.00	8.00	\$44,000.00	12.00	\$66,000.00
101	Interim Traffic Signal System, Location No. 1	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	0.00	\$0.00	1.00	\$10,000.00
102	Interim Traffic Signal System, Location No. 2	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	0.00	\$0.00	1.00	\$10,000.00
103	GPS Unit	Unit	\$1,600.00	5.00	\$8,000.00	2.00	\$3,200.00	1.00	\$1,600.00	3.00	\$4,800.00
104	Controller Turn-On	Unit	\$2,000.00	3.00	\$6,000.00	2.00	\$4,000.00	1.00	\$2,000.00	3.00	\$6,000.00
105	18" Cabinet Skirt With Battery Back-Up	Unit	\$12,000.00	5.00	\$60,000.00	3.00	\$36,000.00	0.00	\$0.00	3.00	\$36,000.00
106	Reflectorized Mast Arm Street Name Signs, Double-Sided	SF	\$60.00	99.00	\$5,940.00	57.25	\$3,435.00	41.75	\$2,505.00	99.00	\$5,940.00
107	Interim Traffic Signal System, Location No. 3	LS	\$1.00	1.00	\$1.00	1.00	\$1.00	0.00	\$0.00	1.00	\$1.00
108	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
109	Topsolling, 4" Thick	SY	\$3.00	4,000.00	\$12,000.00	2,931.00	\$8,793.00	1,069.00	\$3,207.00	4,000.00	\$12,000.00
110	Fertilizing & Seeding, Type A-3	SY	\$1.25	4,000.00	\$5,000.00	2,840.00	\$3,550.00	1,160.00	\$1,450.00	4,000.00	\$5,000.00
111	Straw Mulching	SY	\$1.25	4,000.00	\$5,000.00	2,840.00	\$3,550.00	1,160.00	\$1,450.00	4,000.00	\$5,000.00
112	No Item	-	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
113	New Electrical Service - AM Tree Nursery School	LS	\$40,000.00	1.00	\$40,000.00	1.00	\$40,000.00	0.00	\$0.00	1.00	\$40,000.00
114	Nursery School Landscaping, Leyland Cypress	Unit	\$450.00	60.00	\$27,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
115	Lukoil Aprons and Curbs (If and Where Directed)	LS	\$1,000.00	1.00	\$1,000.00	1.00	\$1,000.00	0.00	\$0.00	1.00	\$1,000.00
116	Deciduous Trees, 3" - 3 1/2" Caliper (If & Where Directed)	Unit	\$800.00	6.00	\$4,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
117	Evergreen Trees, 7' - 8' Height (If & Where Directed)	Unit	\$350.00	11.00	\$3,850.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
118	Flowering Trees, 10' - 12' Height (If & Where Directed)	Unit	\$650.00	11.00	\$7,150.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
119	Shrubs, 24" - 36" Height (If & Where Directed)	Unit	\$100.00	71.00	\$7,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
120	Hardwood Bark Mulch (If & Where Directed)	CY	\$46.00	106.00	\$4,876.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
121	Convenience Store Stone, 4" Thick	SY	\$15.00	45.00	\$675.00	45.00	\$675.00	0.00	\$0.00	45.00	\$675.00
1B	Haybale	Unit	\$0.01	60.00	\$0.60	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
2B	Inlet Filters	Unit	\$0.01	14.00	\$0.14	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
3B	Breakaway Barricade	Unit	\$100.00	20.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
4B	Drum	Unit	\$50.00	25.00	\$1,250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
5B	Traffic Cone	Unit	\$15.00	50.00	\$750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
6B	Construction Signs	SF	\$18.00	100.00	\$1,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
7B	Police Traffic Director	Allowance	\$1.00	20,000.00	\$20,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
8B	Fuel Price Adjustment	Allowance	\$1.00	7,000.00	\$7,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
9B	Asphalt Price Adjustment	Allowance	\$1.00	1,200.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
10B	Clearing Site	LS	\$1.00	1.00	\$1.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
11B	Excavation, Unclassified	CY	\$28.00	1,025.00	\$28,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
12B	I-14 Soil Aggregate	CY	\$35.00	50.00	\$1,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
13B	DGA Base Course, 6" Thick	SY	\$8.00	3,055.00	\$24,440.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
14B	HMA Milling, 3" or Less	SY	\$4.25	12,210.00	\$51,892.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
15B	Polymerized Joint Adhesive	LF	\$0.01	2,410.00	\$24.10	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
16B	Tack Coat	Gal	\$0.01	1,230.00	\$12.30	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
17B	Prime Coat	Gal	\$0.01	1,230.00	\$12.30	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
18B	HMA 12.5M64 Surface Course, 2" Thick	Ton	\$73.00	1,615.00	\$117,895.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
19B	HMA 19M64 Base Course, 4" Thick	Ton	\$80.00	810.00	\$64,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

ITEM INFORMATION		CONTRACT QUANTITY				PREVIOUS QUANTITY		QUANTITY THIS EST.		TOTALS	
ITEM #	DESCRIPTION	UNIT	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
20B	Reset Existing Casting (Inlet)	Unit	\$400.00	4.00	\$1,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
21B	Reset Existing Casting (Manhole)	6	\$400.00	6.00	\$2,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
22B	Bicycle Safe Grate	Unit	\$400.00	4.00	\$1,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
23B	Curb Piece	Unit	\$400.00	4.00	\$1,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
24B	Modified Inlet Type B	Unit	\$2,500.00	3.00	\$7,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
25B	Concrete Sidewalk, 4" Thick	SY	\$62.00	685.00	\$42,470.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
26B	Detectable Warning Surface	SY	\$200.00	23.00	\$4,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
27B	9" x 20" Concrete Vertical Curb	LF	\$32.00	2,325.00	\$74,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
28B	Traffic Stripes, 4"	LF	\$0.60	7,790.00	\$4,674.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
29B	Traffic Stripes, 6"	LF	\$0.80	300.00	\$240.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
30B	Traffic Stripes, 12"	LF	\$1.60	3,001.00	\$4,801.60	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
31B	Traffic Stripes, 24"	LF	\$4.00	3,043.00	\$12,172.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
32B	Traffic Markings, Thermoplastic	SF	\$3.25	240.00	\$780.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
33B	Topsolling, 4" Thick	SY	\$3.00	560.00	\$1,680.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
34B	Fertilizing & Seeding, Type A-3	SY	\$1.25	560.00	\$700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
35B	Straw Mulching	SY	\$1.25	560.00	\$700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
S-1	36" RCP Repair at Buried Headwall	LS	\$3,157.04	1.00	\$3,157.04	1.00	\$3,157.04	0.00	\$0.00	1.00	\$3,157.04
S-2	Removal and Resetting of Sidewalk Forms	LS	\$2,121.02	1.00	\$2,121.02	1.00	\$2,121.02	0.00	\$0.00	1.00	\$2,121.02
S-3	Removal of Tree and Placing Fill at #15 Spring Valley Rd.	LS	\$1,060.51	1.00	\$1,060.51	1.00	\$1,060.51	0.00	\$0.00	1.00	\$1,060.51
S-4	Sanitary Sewer Cleanout Relocation	LS	\$2,842.09	1.00	\$2,842.09	1.00	\$2,842.09	0.00	\$0.00	1.00	\$2,842.09
S-5	Removal and Disposal of Stumps on Summit Ave.	LS	\$2,200.00	1.00	\$2,200.00	0.00	\$0.00	1.00	\$2,200.00	1.00	\$2,200.00
S-6	6' High Black Fence (AM Tree Nursery School)	LF	\$58.00	116.00	\$6,728.00	0.00	\$0.00	116.00	\$6,728.00	116.00	\$6,728.00

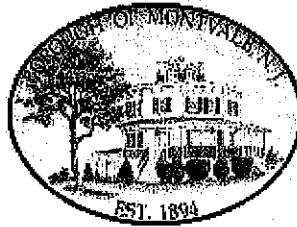


Progress Payment #7-Police Invoices

Police Invoice Spreadsheet
Montvale Intersection Improvement
December 20, 2017

Police Dept.	Invoice Number	Onsite Date	Officer	Hrs	Rate	Subtotal	Med.	Adm. Fee	Car Fee	Total
Montvale Police	2017-16	11/14/2017	Foley	5.50	\$ 116.84	\$ 642.62	\$ 9.32			\$651.94
Montvale Police	2017-16	11/16/2017	Hanna	5.00	\$ 105.65	\$ 528.25	\$ 7.66			\$535.91
Montvale Police	2017-16	11/20/2017	Dilauri	5.00	\$ 37.28	\$ 186.40	\$ 2.70			\$189.10
Montvale Police	2017-16	11/20/2017	Hanna	5.00	\$ 105.65	\$ 528.25	\$ 7.66			\$535.91
									Total	\$1,912.86
Montvale Police	2017-17	11/21/2017	Cruise	5.50	\$ 105.35	\$ 579.43	\$ 8.40			\$587.83
Montvale Police	2017-17	11/21/2017	Robalino	5.50	\$ 71.85	\$ 395.18	\$ 5.73			\$400.91
Montvale Police	2017-17	11/29/2017	Hawken	6.00	\$ 109.17	\$ 655.02	\$ 9.50			\$664.52
Montvale Police	2017-17	11/29/2017	Vladick	6.00	\$ 71.73	\$ 430.38	\$ 6.24			\$436.62
Montvale Police	2017-17	11/30/2017	Newell	5.00	\$ 116.73	\$ 583.65	\$ 8.46			\$592.11
Montvale Police	2017-17	11/30/2017	Werba	5.00	\$ 37.28	\$ 186.40	\$ 2.70			\$189.10
Montvale Police	2017-17	12/1/2017	Marisco	4.00	\$ 51.45	\$ 205.80	\$ 2.98			\$208.78
Montvale Police	2017-17	12/6/2017	McDowell	8.50	\$ 125.34	\$ 1,065.39	\$ 15.45			\$1,080.84
Montvale Police	2017-17	12/9/2017	Tenbroeck	8.50	\$ 92.37	\$ 785.15	\$ 11.38			\$796.53
									Total	\$4,957.24

Total Police Invoices	\$144,253.22
Original Allowance	\$ 40,000.00
Equivalent Total Hours	3.60633048
PP#7 Amount Due:	\$6,870.10



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 37-2018**

RE: Authorize Hiring Full Time/Recreation Director/Administration Floater/Field Scheduling Coordinator

WHEREAS, the Borough of Montvale is desirous of hiring a Full Time Recreation Director/Administrative Floater/Field Scheduling Coordinator in the Borough of Montvale; and

WHEREAS, Lisa Dent, meets the qualifications for this position, agrees to the terms and conditions of employment as directed by the Mayor and Council by Ordinance and letter of employment; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey that the above named individual is hereby appointed to these full time positions effective January 1, 2018.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Gloeggler							
Koelling							
Lane							
Weaver							

Adopted: January 9, 2018

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 38-2018**

RE: Appointing / Permanent Montvale Police Officer / Ryan Dubelbeiss

WHEREAS, Ryan Dubelbeiss has successfully completed the required probationary time period; and

WHEREAS, Chief Abrams has recommended Officer Dubelbeiss for permanent Police Officer appointment.

NOW, THEREFOR BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey that Ryan Dubelbeiss is hereby permanently appointed to the Montvale Police Department, effective January 10, 2018.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Gloeggler							
Koelling							
Lane							
Weaver							

Adopted: January 9, 2018

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor

Maureen Iarossi

From: Jeremy Abrams
Sent: Friday, January 05, 2018 9:54 AM
To: Mike Ghassali; Dieter Koelling
Cc: Maureen Iarossi; Joe Voytus (jwvoytus@boggialaw.com)
Subject: Dubelbeiss and DiLauri complete probationary period

January 5, 2018

Mayor Michael Ghassali
Borough of Montvale
12 Mercedes Drive
Montvale, N.J. 07645

Dear Mayor Ghassali,

I am pleased to report that as of January 10, 2018 Police Officers Ryan Dubelbeiss and Russell DiLauri will have successfully completed the required time period as Probationary Police Officer.

I recommend without reservation the appointment of both Probationary Officer Dubelbeiss and Probationary Officer DiLauri to permanent Police Officers with the Montvale Police Department.

Sincerely,

Chief Jeremy A. Abrams

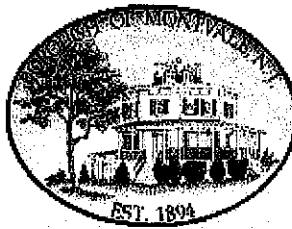
Cc: Commissioner Koelling, Administrator Iarossi-Alwan, Joe Voytus via email.

Chief Jeremy Abrams

Montvale Police Department
12 Mercedes Drive
Montvale, New Jersey 07645

NOTICE OF CONFIDENTIALITY

This message, including any prior messages and attachments, may contain advisory, consultative and/or deliberative material, confidential information or privileged communications of the Montvale Police Department. Access to this message by anyone other than the sender and the intended recipient(s) is unauthorized. If you are not the intended recipient of this message, any disclosure, copying, distribution or action taken or not taken in reliance on it, without the expressed written consent of the Borough, is prohibited. If you have received this message in error, you should not save, scan, transmit, print, use or disseminate this message or any information contained in this message in any way and you should promptly delete or destroy this message and all copies of it. Please notify the sender by return e-mail if you have received this message in error.



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 39-2018**

RE: A Resolution Approving a Temporary Construction and Access Easement Agreement to Address Invasive Bamboo in and around Montvale Avenue – Block 712, Lot 10

Whereas, Edip Dema and Ejup Dema ("Owners") are the owners of certain real property located on Montvale Avenue, Montvale, New Jersey, also known as Block 712, Lot 10 on the official Tax Map of the Borough (the "Property"); and

Whereas, there is presently located on certain property in and around Montvale Avenue in the Borough of Montvale, including the Property, a species of invasive bamboo that both the Borough and Owners would like to have removed; and

Whereas, the Borough and the Owners have negotiated a Temporary Construction and Access Easement Agreement (the "Easement Agreement"), a copy of which is attached hereto, in order to allow the Borough to enter upon the Property and to permanently remove the bamboo from the Property, subject to certain terms and conditions set forth therein; and

Whereas, the Borough is desirous of approving the Easement Agreement in order to proceed with the scope of work set forth therein.

Now, Therefore, Be It Resolved that the Mayor and Borough Clerk are hereby directed, authorized and empowered to execute the Temporary Construction and Access Easement Agreement previously negotiated with the Owners.

Be It Further Resolved that all other appropriate officials are authorized and empowered to take all steps necessary to effectuate the purposes of this Resolution.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Gloeggler							
Koelling							
Lane							
Weaver							

Adopted: January 9, 2018

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 40-2018**

RE: A Resolution Approving a Temporary Construction and Access Easement Agreement to Address Invasive Bamboo in and around Montvale Avenue – Block 713, Lot 3

Whereas, Adam Donikowski and Monika Donikowski ("Owners") are the owners of certain real property located at 66 Montvale Avenue, Montvale, New Jersey, also known as Block 713, Lot 3 on the official Tax Map of the Borough (the "Property"); and

Whereas, there is presently located on certain property in and around Montvale Avenue in the Borough of Montvale, including the Property, a species of invasive bamboo that both the Borough and Owners would like to have removed; and

Whereas, the Borough and the Owners have negotiated a Temporary Construction and Access Easement Agreement (the "Easement Agreement"), a copy of which is attached hereto, in order to allow the Borough to enter upon the Property and to permanently remove the bamboo from the Property, subject to certain terms and conditions set forth therein; and

Whereas, the Borough is desirous of approving the Easement Agreement in order to proceed with the scope of work set forth therein.

Now, Therefore, Be It Resolved that the Mayor and Borough Clerk are hereby directed, authorized and empowered to execute the Temporary Construction and Access Easement Agreement previously negotiated with the Owners.

Be It Further Resolved that all other appropriate officials are authorized and empowered to take all steps necessary to effectuate the purposes of this Resolution.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Gloeggler							
Koelling							
Lane							
Weaver							

Adopted: January 9, 2018

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

FOR

REMOVAL OF BAMBOO PLANTS

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT
("Agreement") is entered into this ____ day of December, 2017, ("Effective Date") by and
between:

ADAM DONIKOWSKI & MONIKA DONIKOWSKI

owner(s) of real property identified as Block 713 Lot 3 and known as
66 Montvale Avenue, Montvale, New Jersey, 07645 ("Grantor"),

and

THE BOROUGH OF MONTVALE

a municipal corporation of the State of New Jersey with its offices at
12 Mercedes Drive, Montvale, New Jersey 07645 ("Borough" or "Grantee")

Whereas, Grantor is the owner of certain real property located at 66 Montvale Avenue,
Montvale, New Jersey, also known as Block 713, Lot 3 on the official Tax Map of the Borough;
and

Whereas, Grantee has requested permission to enter upon a portion of Grantor's property
which presently is partially-covered with an invasive species of bamboo (the "Bamboo") and
which both Grantor and Grantee would like to have permanently removed; and

Whereas, the portion of property that is the subject of this Agreement is presently
encumbered by the Bamboo but is otherwise currently unused (the "Easement Property"); and

Whereas, after careful consideration and good cause demonstrated, Grantor is amenable
to granting Grantee a temporary construction and access easement ("Temporary Easement") to

access and perform certain activities on the Easement Property subject to certain terms and conditions set forth herein.

Now, Therefore, for and in consideration of the mutual benefits acknowledged herein, it is Agreed by and between the parties as follows:

1. **Easement Property.** Grantor does now hereby grant to the Grantee a non-exclusive temporary construction and access agreement to enter upon and perform certain actions necessary for and directly related to the removal of Bamboo on Grantor's property, known as Block 713, Lot 3 as shown on the Tax Assessment Map of the Borough of Montvale. The property which is the subject of this Temporary Easement is deemed to consist of the area of Grantor's property that is presently encumbered by Bamboo, including those subterranean areas where the root structure of the Bsmboo presently exists. The approximate location of the extent of the Easement Property is shown on Exhibit "A."
2. **Condition of Property.** Grantee accepts the property "as is" and Grantor makes no warranty or guarantee as to the suitability of said property for any purpose.
3. **Expiration of Temporary Easement.** Notwithstanding the above-described grant, this right shall expire upon completion of the work contemplated herein, or at the end of one (1) year, whichever is sooner. Notwithstanding the foregoing, nothing shall prohibit the parties from mutually agreeing to extend the term of the Temporary Easement and this Agreement. During the term of the Temporary Easement, Grantee will not store hazardous materials (other than expressly permitted by this Agreement), nor permit vehicles to discharge or otherwise contaminate any part of the Easement Property. If

using a consultant or contractor, Grantee shall cause them to assume the same liabilities, duties and promises as set forth in this Agreement.

4. **Purposes.** Grantee may use the Easement Property for the purposes herein and for no other purpose of use without the express written consent of the Grantor. The purpose and use of the Easement Property shall be a comprehensive plan for the permanent removal of existing Bamboo, for which Grantor has given its full consent and authorization. The methods to be utilized shall include, but not necessarily be limited to, the following:

- 1) Clear-cut Bamboo to grade and remove all shoots.
- 2) Excavate soil above and surrounding existing Bamboo shoots and roots, in order to expose the roots.
- 3) Observe for a period of approximately two (2) months to determine whether Bamboo is dead.
- 4) If Bamboo is not dead, then Grantee is authorized to perform the following:
 - a. Cut new Bamboo shoots to grade
 - b. If deemed reasonably necessary, apply an appropriate herbicide to the Bamboo. Application of said herbicide shall be performed by a licensed individual and shall be applied so as to minimize migration to other areas or impact to other plants.
 - c. Observe Bamboo for a period of approximately two (2) months to determine whether Bamboo is dead.
 - d. Repeat Step 4 until Bamboo is dead.
- 5) Once Bamboo is dead:
 - a. Remove confirmed dead Bamboo, including all roots and shoots.
 - b. Replace fill; apply top soil and grass seed.

Other than the aforesaid, Grantee shall not cause or permit any building or structure to be placed, or other actions to be performed on the Easement Property without the express written consent of the Grantor.

5. **Term of Agreement.** This Agreement shall begin on the date first set forth above and shall expire one (1) year from the effective date hereof, unless earlier terminated in accordance with its terms.
6. **Liability Insurance.** The Grantee shall maintain, at all times this Temporary Easement remains in effect, comprehensive general liability insurance on the Easement Property in the minimum amount of five million dollars (\$5,000,000.00) as it relates to Grantee's work authorized under the Temporary Easement, protecting Grantor, Grantee and its officials, employees and agents from claims for damage for personal injury, disease, illness or death, including accidental death, as well as from claims for property damage, which may arise from Grantee's use of the Easement Property. A copy of the proof of insurance naming Grantor as an additional insured party is attached hereto as Exhibit B. Grantee shall not interfere with or damage existing utility facilities or structures on, under or near the Easement Property and will replace and/or repair same in the event such facilities or structures are damaged by Grantee's activities pursuant to this Agreement.
7. **Compliance with Laws.** Grantee shall comply with local, State and Federal laws, regulations, ordinances and orders governing the Easement Property and the activities authorized hereunder, and shall obtain all necessary permits, if any, prior to commencement of activities authorized hereunder.
8. **Surrender of Premises.** Grantee shall yield and deliver peaceably to Grantor possession of the Easement Property on the date of cessation of this Temporary Easement, whether such cessation be by revocation, termination, expiration or otherwise, promptly and in good condition. Prior to such surrender of the Easement Property, Grantee shall restore and repair any and all damage to the Easement Property caused by, related to or resulting

from Grantee's operations thereon, normal wear and tear excepted, it being understood and acknowledged that the work intended to be performed by Grantee shall result in the removal of the Bamboo from the Easement Property and that such removal shall not be considered damage for purposes of this Agreement.

9. **Temporary Easement Fee.** Grantee shall pay a one-time fee of One Dollar (\$1.00) for the Temporary Easement, receipt of which is hereby acknowledged.
10. **No Right to Assign or Sublet.** This Temporary Easement may not be assigned to any person or group, nor sublet in any part for any purpose without written consent from the Grantor.
11. **No Representation; Waiver of Claims.** Grantee makes no representation or warranty as to the effectiveness of the methods to be utilized to remove the Bamboo pursuant to this Agreement. Grantee makes no representations or promises that the Bamboo that is the subject of this Agreement either can or will be permanently removed from Grantor's property. Grantor expressly waives any and all claims against the Grantee related to the Grantee's inability to effectuate the permanent removal of the Bamboo which is the subject of this Agreement.
12. **Right of Termination.** Grantee shall be entitled to terminate this Agreement immediately upon notice to Grantor if in Grantee's sole discretion it is no longer desirable, possible or economically feasible to remove the Bamboo from Grantor's property or otherwise effectuate the purposes of this Agreement.
13. **Notices.** All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid, or sent by private overnight express

delivery, or may be faxed followed by any other means of delivery set forth herein, in each case addressed as follows:

If to Grantor:

Mr. & Mrs. Adam Donikowski
66 Montvale Avenue
Montvale, New Jersey 07645

If to Grantee:

Maureen Iarossi-Alwan, Borough Administrator/Clerk
Borough of Montvale
12 Mercedes Drive
Montvale, New Jersey 07645
Fax: 201-391-9317

With a copy to:

Boggia & Boggia, LLC
71 Mt. Vernon Street
Ridgefield Park, New Jersey 07660
Fax: 201-641-6649

or to such other address as the respective party may direct by notice to the other party. Any such notice, request, consent or other communication shall be deemed delivered at such time as it is personally delivered on a business day, on the third business day after it is mailed or on the first business day following its delivery to a private overnight express delivery service, prepaid for next business day delivery, as the case may be. While notices may be (and are encouraged to be) faxed as set forth above, any faxed notice shall not be deemed delivered until the copy of the faxed notice is delivered by another means set forth in the Paragraph.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties as of the date hereof. Any provisions of prior easements, agreements or documents which

conflict in any manner with the provisions of this Agreement are hereby specifically declared void and of no effect.

15. **Modification.** The within Agreement shall not be modified unless such modifications is in writing and duly executed by the parties hereto.

16. **Authority.** The parties executing this Agreement acknowledge that they do so with full authority to act for and to bind themselves or their organization or entity to the terms of this Agreement, including the adoption of any necessary resolutions or ordinances.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

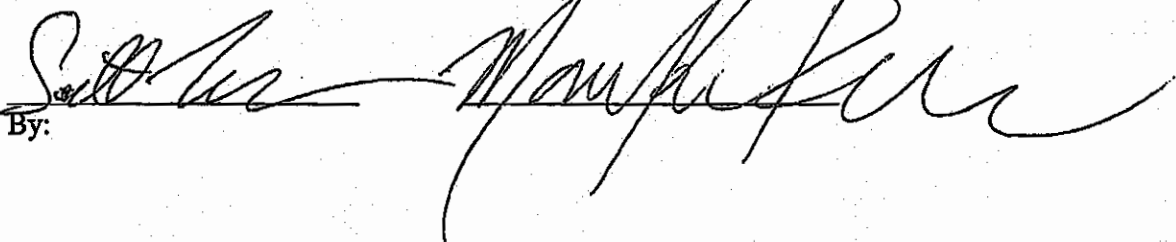
WITNESS:

ADAM DONIKOWSKI (Grantor)

By: 

WITNESS:

MONIKA DONIKOWSKI (Grantor)

By: 

WITNESS:

BOROUGH OF MONTVALE (Grantee)

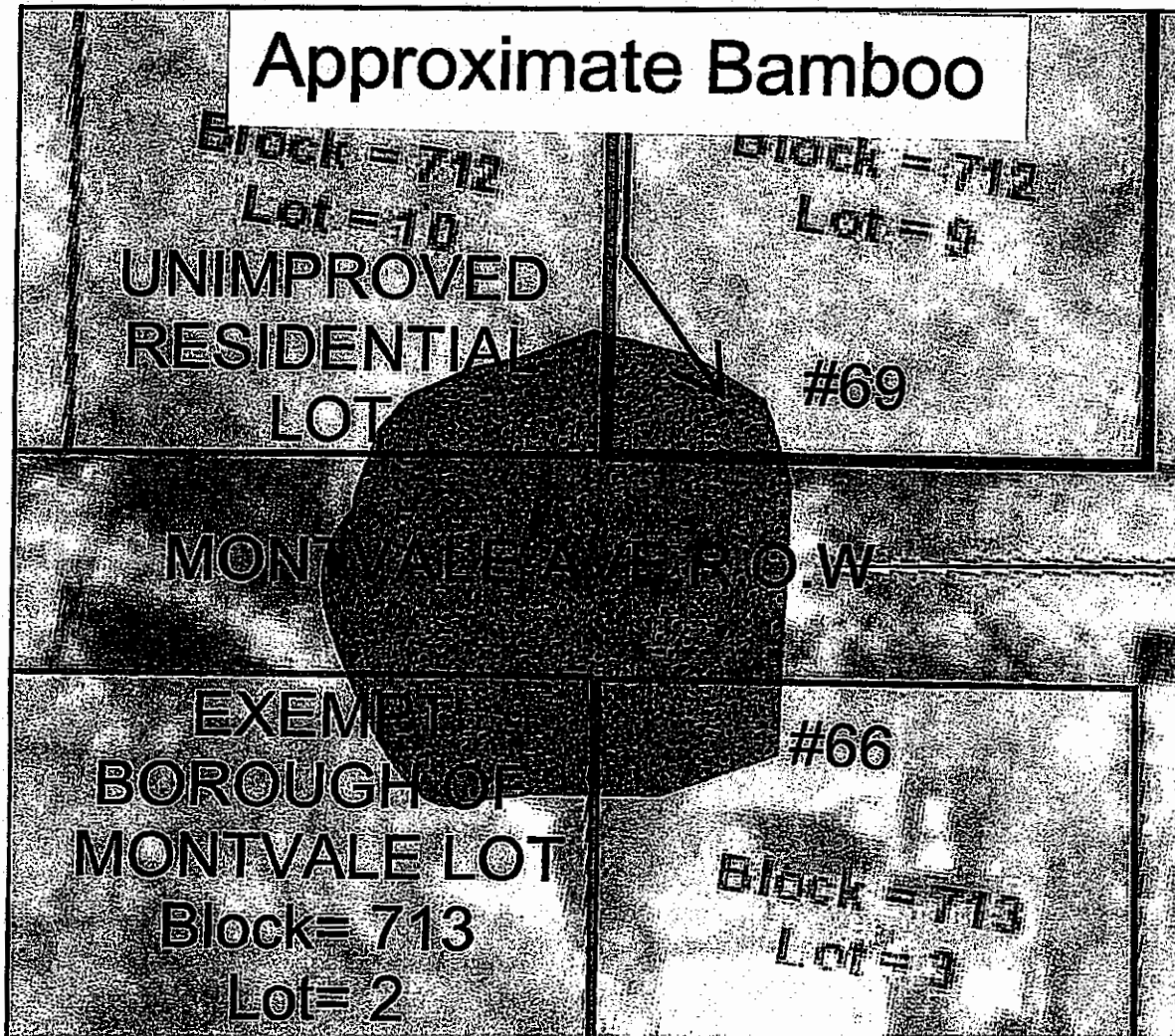
By: _____

By: Michael Ghassali, Mayor

Exhibit A

(Approximate Location of Bamboo)

Approximate Bamboo



Note:
The limits of the bamboo area are approximate. There was no survey information provided or prepared regarding the location of the bamboo, property lines, and improvements as reflected on this plan. The site conditions may appear different then what is depicted on this sheet.

MASER CONSULTING P.A.

Customer Loyalty through Client Satisfaction Office Locations:

Engineers	Planners	Surveyors	Architects	Environmental
Landscapes	Architects	Environmental	Surveyors	Planners

State of N.J. Dept. of Transportation

2400 Valley Road
Suite 204
Montvale, NJ 07645
Phone: 877.368.3110
Fax: 877.368.3110

Red Bank, NJ	Westchester, NY	Columbia, MD	Rich Valley, OH	Elton, PA	Philadelphia, PA	Pittsburgh, PA	Tampa, FL
Cherry Hill, NJ	Montvale, NJ	St. Armand, NJ	Albany, NY	Newburgh, NY			

REV	DATE	DRAWN BY	DESCRIPTION

TAX MAP OVERLAY
FOR
BOROUGH OF MONTVALE

BLOCKS 712 & 713
BOROUGH OF MONTVALE
BERGEN COUNTY, NJ

811 PROTECT YOURSELF
CALL BEFORE YOU DIG
FOR STATE SPECIFIC SERVICE PHONE
NUMBERS VISIT: WWW.CALL811.COM

MT. ARMINSTON OFFICE
400 Valley Road
Suite 204
Montvale, NJ 07645
Phone: 877.368.3110
Fax: 877.368.3110

Approx. Bamboo Area			
SCALE	DATED	DRAWN BY	CHECKED BY
NTS	11/7/17	TVA	CO
PROJECT NUMBER	DRAWING NAME		
MY0001	TAX MAP OVERLAY		
APPROXIMATE BAMBOO LOCATION OVERGROWTH			
SHEET NUMBER			
1	of		1

Exhibit B

(Certificate of Insurance)

Client#: 149057

MELJIF1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew Companies MEL/JIF Underwriting Unit 40 Lake Center Executive Park Marlton, NJ 08053		CONTACT NAME: MEL Underwriting Service Cntr PHONE (A/C, No, Ext): FAX (A/C, No): 732-736-5274 E-MAIL ADDRESS: MELUnderwritingSvcCntr@connerstrong	
INSURED Borough of Montvale 12 Mercedes Drive Montvale, NJ 07645		INSURER(S) AFFORDING COVERAGE INSURER A: Bergen County Municipal JIF INSURER B: Municipal Excess Liability JIF INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:		BER17010185	01/01/2017	01/01/2018	EACH OCCURRENCE \$300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		MEL01170187	01/01/2017	01/01/2018	EACH OCCURRENCE \$4,700,000 AGGREGATE \$4,700,000 \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

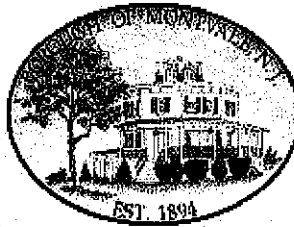
The Certificate Holder is an Additional Insured on the above-referenced Commercial General Liability and Excess Liability Policies if required by written contract as respect owner of property located at Block 713, lot 3 in the Borough of Montvale NJ is named as an additional insured pertaining to work performed on their property as it relates to grantees work authorized under a Temporary Easement by and between the Borough and the Property Owner.

CERTIFICATE HOLDER

CANCELLATION

Mr & Mrs Adam Donikowski 66 Montvale Ave Montvale, NJ 07645	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>W. Michael Trappan</i>
---	--

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**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 41-2018**

RE: A Resolution Approving a Temporary Construction and Access Easement Agreement to Address Invasive Bamboo in and around Montvale Avenue – Block 712, Lot 9

Whereas, Thomas D. Polifroni and Donna F. Polifroni ("Owners") are the owners of certain real property located at 69 Montvale Avenue, Montvale, New Jersey, also known as Block 712, Lot 9 on the official Tax Map of the Borough (the "Property"); and

Whereas, there is presently located on certain property in and around Montvale Avenue in the Borough of Montvale, including the Property, a species of invasive bamboo that both the Borough and Owners would like to have removed; and

Whereas, the Borough and the Owners have negotiated a Temporary Construction and Access Easement Agreement (the "Easement Agreement"), a copy of which is attached hereto, in order to allow the Borough to enter upon the Property and to permanently remove the bamboo from the Property, subject to certain terms and conditions set forth therein; and

Whereas, the Borough is desirous of approving the Easement Agreement in order to proceed with the scope of work set forth therein.

Now, Therefore, Be It Resolved that the Mayor and Borough Clerk are hereby directed, authorized and empowered to execute the Temporary Construction and Access Easement Agreement previously negotiated with the Owners.

Be It Further Resolved that all other appropriate officials are authorized and empowered to take all steps necessary to effectuate the purposes of this Resolution.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Gloeggler							
Koelling							
Lane							
Weaver							

Adopted: January 9, 2018

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

FOR

REMOVAL OF BAMBOO PLANTS

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT
("Agreement") is entered into this ____ day of December, 2017, ("Effective Date") by and
between:

THOMAS D. POLIFRONI AND DIANA F. POLIFRONI

owner(s) of real property identified as Block 712 Lot 9 and known as
69 Montvale Avenue, Montvale, New Jersey, 07645 ("Grantor"),

and

THE BOROUGH OF MONTVALE

a municipal corporation of the State of New Jersey with its offices at
12 Mercedes Drive, Montvale, New Jersey 07645 ("Borough" or "Grantee")

Whereas, Grantor is the owner of certain real property located at 69 Montvale Avenue,
Montvale, New Jersey, also known as Block 712, Lot 9 on the official Tax Map of the Borough;
and

Whereas, Grantee has requested permission to enter upon a portion of Grantor's property
which presently is partially-covered with an invasive species of bamboo (the "Bamboo") and
which both Grantor and Grantee would like to have permanently removed; and

Whereas, the portion of property that is the subject of this Agreement is presently
encumbered by the Bamboo but is otherwise currently unused (the "Easement Property"); and

Whereas, after careful consideration and good cause demonstrated, Grantor is amenable
to granting Grantee a temporary construction and access easement ("Temporary Easement") to

access and perform certain activities on the Easement Property subject to certain terms and conditions set forth herein.

Now, Therefore, for and in consideration of the mutual benefits acknowledged herein, it is Agreed by and between the parties as follows:

1. **Easement Property.** Grantor does now hereby grant to the Grantee a non-exclusive temporary construction and access agreement to enter upon and perform certain actions necessary for and directly related to the removal of Bamboo on Grantor's property, known as Block 712, Lot 9 as shown on the Tax Assessment Map of the Borough of Montvale. The property which is the subject of this Temporary Easement is deemed to consist of the area of Grantor's property that is presently encumbered by Bamboo, including those subterranean areas where the root structure of the Bamboo presently exists. The approximate location of the extent of the Easement Property is shown on Exhibit "A."
2. **Condition of Property.** Grantee accepts the property "as is" and Grantor makes no warranty or guarantee as to the suitability of said property for any purpose.
3. **Expiration of Temporary Easement.** Notwithstanding the above-described grant, this right shall expire upon completion of the work contemplated herein, or at the end of one (1) year, whichever is sooner. Notwithstanding the foregoing, nothing shall prohibit the parties from mutually agreeing to extend the term of the Temporary Easement and this Agreement. During the term of the Temporary Easement, Grantee will not store hazardous materials (other than expressly permitted by this Agreement), nor permit vehicles to discharge or otherwise contaminate any part of the Easement Property. If

using a consultant or contractor, Grantee shall cause them to assume the same liabilities, duties and promises as set forth in this Agreement.

4. **Purposes.** Grantee may use the Easement Property for the purposes herein and for no other purpose of use without the express written consent of the Grantor. The purpose and use of the Easement Property shall be a comprehensive plan for the permanent removal of existing Bamboo, for which Grantor has given its full consent and authorization. The methods to be utilized shall include, but not necessarily be limited to, the following:

- 1) Clear-cut Bamboo to grade and remove all shoots.
- 2) Excavate soil above and surrounding existing Bamboo shoots and roots, in order to expose the roots.
- 3) Observe for a period of approximately two (2) months to determine whether Bamboo is dead.
- 4) If Bamboo is not dead, then Grantee is authorized to perform the following:
 - a. Cut new Bamboo shoots to grade
 - b. If deemed reasonably necessary, apply an appropriate herbicide to the Bamboo. Application of said herbicide shall be performed by a licensed individual and shall be applied so as to minimize migration to other areas or impact to other plants.
 - c. Observe Bamboo for a period of approximately two (2) months to determine whether Bamboo is dead.
 - d. Repeat Step 4 until Bamboo is dead.
- 5) Once Bamboo is dead:
 - a. Remove confirmed dead Bamboo, including all roots and shoots.
 - b. Replace fill; apply top soil and grass seed.

Other than the aforesaid, Grantee shall not cause or permit any building or structure to be placed, or other actions to be performed on the Easement Property without the express written consent of the Grantor.

5. **Term of Agreement.** This Agreement shall begin on the date first set forth above and shall expire one (1) year from the effective date hereof, unless earlier terminated in accordance with its terms.
6. **Liability Insurance.** The Grantee shall maintain, at all times this Temporary Easement remains in effect, comprehensive general liability insurance on the Easement Property in the minimum amount of five million dollars (\$5,000,000.00) as it relates to Grantee's work authorized under the Temporary Easement, protecting Grantor, Grantee and its officials, employees and agents from claims for damage for personal injury, disease, illness or death, including accidental death, as well as from claims for property damage, which may arise from Grantee's use of the Easement Property. A copy of the proof of insurance naming Grantor as an additional insured party is attached hereto as Exhibit B. Grantee shall not interfere with or damage existing utility facilities or structures on, under or near the Easement Property and will replace and/or repair same in the event such facilities or structures are damaged by Grantee's activities pursuant to this Agreement.
7. **Compliance with Laws.** Grantee shall comply with local, State and Federal laws, regulations, ordinances and orders governing the Easement Property and the activities authorized hereunder, and shall obtain all necessary permits, if any, prior to commencement of activities authorized hereunder.
8. **Surrender of Premises.** Grantee shall yield and deliver peaceably to Grantor possession of the Easement Property on the date of cessation of this Temporary Easement, whether such cessation be by revocation, termination, expiration or otherwise, promptly and in good condition. Prior to such surrender of the Easement Property, Grantee shall restore and repair any and all damage to the Easement Property caused by, related to or resulting

from Grantee's operations thereon, normal wear and tear excepted, it being understood and acknowledged that the work intended to be performed by Grantee shall result in the removal of the Bamboo from the Easement Property and that such removal shall not be considered damage for purposes of this Agreement.

9. **Temporary Easement Fee.** Grantee shall pay a one-time fee of One Dollar (\$1.00) for the Temporary Easement, receipt of which is hereby acknowledged.
10. **No Right to Assign or Sublet.** This Temporary Easement may not be assigned to any person or group, nor sublet in any part for any purpose without written consent from the Grantor.
11. **No Representation; Waiver of Claims.** Grantee makes no representation or warranty as to the effectiveness of the methods to be utilized to remove the Bamboo pursuant to this Agreement. Grantee makes no representations or promises that the Bamboo that is the subject of this Agreement either can or will be permanently removed from Grantor's property. Grantor expressly waives any and all claims against the Grantee related to the Grantee's inability to effectuate the permanent removal of the Bamboo which is the subject of this Agreement.
12. **Right of Termination.** Grantee shall be entitled to terminate this Agreement immediately upon notice to Grantor if in Grantee's sole discretion it is no longer desirable, possible or economically feasible to remove the Bamboo from Grantor's property or otherwise effectuate the purposes of this Agreement.
13. **Notices.** All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid, or sent by private overnight express

delivery, or may be faxed followed by any other means of delivery set forth herein, in each case addressed as follows:

If to Grantor:

Mr. & Mrs. Thomas D. Polifroni
69 Montvale Avenue
Montvale, New Jersey 07645

If to Grantee:

Maureen Iarossi-Alwan, Borough Administrator/Clerk
Borough of Montvale
12 Mercedes Drive
Montvale, New Jersey 07645
Fax: 201-391-9317

With a copy to:

Boggia & Boggia, LLC
71 Mt. Vernon Street
Ridgefield Park, New Jersey 07660
Fax: 201-641-6649

or to such other address as the respective party may direct by notice to the other party. Any such notice, request, consent or other communication shall be deemed delivered at such time as it is personally delivered on a business day, on the third business day after it is mailed or on the first business day following its delivery to a private overnight express delivery service, prepaid for next business day delivery, as the case may be. While notices may be (and are encouraged to be) faxed as set forth above, any faxed notice shall not be deemed delivered until the copy of the faxed notice is delivered by another means set forth in the Paragraph.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties as of the date hereof. Any provisions of prior easements, agreements or documents which

conflict in any manner with the provisions of this Agreement are hereby specifically declared void and of no effect.

15. **Modification.** The within Agreement shall not be modified unless such modifications is in writing and duly executed by the parties hereto.

16. **Authority.** The parties executing this Agreement acknowledge that they do so with full authority to act for and to bind themselves or their organization or entity to the terms of this Agreement, including the adoption of any necessary resolutions or ordinances.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

WITNESS:

THOMAS D. POLIFRONI (Grantor)

Maureen K. Polifroni
By: Maureen K. Polifroni

Thomas D. Polifroni

WITNESS:

DIANA F. POLIFRONI (Grantor)

Maureen K. Polifroni
By: Maureen K. Polifroni

Diana Polifroni

WITNESS:

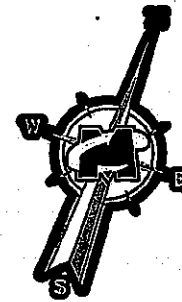
BOROUGH OF MONTVALE (Grantee)

By: Michael Ghassali, Mayor

Exhibit A

(Approximate Location of Bamboo)

Approximate Bamboo



Block = 712
Lot = 10
UNIMPROVED
RESIDENTIAL
LOT

Block = 712
Lot = 9

#69

MONTVALE BOROUGH

EXEMPT
BOROUGH OF
MONTVALE LOT
Block = 713
Lot = 2

#66

Block = 713
Lot = 3

Note:

The limits of the bamboo area are approximate. There was no survey information provided or prepared regarding the location of the bamboo, property lines, and improvements as reflected on this plan. The site conditions may appear different than what is depicted on this sheet.



Customer Loyalty through Client Satisfaction. Office Locations:
 Engineers - Planners - Surveyors - Red Bank, NJ - Rochester, NY
 Landscape Architects - Environmental - Clinton, NJ - Columbus, MD
 State of N.J. Certificate of Authorization: 240A27002600 - Egg Harbor, NJ - Lehigh Valley, PA
 Montvale, NJ - Exton, PA
 Mt. Arlington, NJ - Philadelphia, PA
 Mt. Laurel, NJ - Pittsburgh, PA
 Albany, NY - Tampa, FL
 Newburgh, NY

REV	DATE	DRAWN BY	DESCRIPTION
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TAX MAP OVERLAY
FOR
BOROUGH OF
MONTVALE

BLOCKS 712 & 713
BOROUGH OF MONTVALE
BERGEN COUNTY, NJ



PROTECT YOURSELF
 ALL STATE REQUIREMENTS
 REQUIREMENT OF ANY PERSON
 PREPARED TO OBTAIN THE
 ENGINEER'S SERVICE AUTHORITY
 IN ANY STATE
 See acts below.
 Consider per act.
 FOR STATE SPECIFIC DIRECT PHONE
 NUMBERS VISIT: WWW.CALL811.COM



MT. ARLINGTON
OFFICE
400 US Hwy Road
Suite 304
Mt. Arlington, NJ
07058
Phone: 872-304-3110
Fax: 872-304-3119

Approx. Bamboo Area

SCALE	DATE	DRAWN BY	CHECKED BY
NYS	11/7/17	TVA	CD
PROJECT NUMBER	DRAWING NUMBER	MVS001 TAX MAP OVERLAY	

SHEET TITLE:
APPROXIMATE BAMBOO
LOCATION OVERGROWTH

SHEET NUMBER:
1 of 1

Exhibit B
(Certificate of Insurance)

Client#: 149057

MELJIF1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew Companies MEL/JIF Underwriting Unit 40 Lake Center Executive Park Marlton, NJ 08053	CONTACT NAME: MEL Underwriting Service Center
	PHONE (A/C, No, Ext): FAX (A/C, No): 732-736-5274
INSURED Borough of Montvale 12 Mercedes Drive Montvale, NJ 07645	E-MAIL ADDRESS: MELUnderwritingSvcCntr@connerstrong
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Bergen County Municipal JIF
	INSURER B: Municipal Excess Liability JIF
	INSURER C:
	INSURER D:
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		BER17010185	01/01/2017	01/01/2018	EACH OCCURRENCE \$300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		MEL01170187	01/01/2017	01/01/2018	EACH OCCURRENCE \$4,700,000 AGGREGATE \$4,700,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER EL, EACH ACCIDENT \$ EL, DISEASE - EA EMPLOYEE \$ EL, DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is an Additional Insured on the above-referenced Commercial General Liability and Excess Liability Policies If required by written contract as respect owner of property located at Block 712, lot 9 in the Borough of Montvale NJ is named as an additional insured pertaining to work performed on their property as it relates to grantees work authorized under a Temporary Easement by and between the Borough and the Property Owner.

CERTIFICATE HOLDER

CANCELLATION

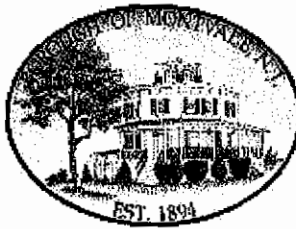
Mr & Mrs Thomas Polifroni
69 Montvale Avenue
Montvale, NJ 07645

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W. Michael Trapani

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**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 42-2018**

RE: Appointing / Permanent Montvale Police Officer / Russell DiLauri

WHEREAS, Russell DiLauri has successfully completed the required probationary time period; and

WHEREAS, Chief Abrams has recommended Officer DiLauri for permanent Police Officer appointment.

NOW, THEREFOR BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey that Russell DiLauri is hereby permanently appointed to the Montvale Police Department, effective January 10, 2018.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Gloeggler							
Koelling							
Lane							
Weaver							

Adopted: January 9, 2018

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor

Maureen Iarossi

From: Jeremy Abrams
Sent: Friday, January 05, 2018 9:54 AM
To: Mike Ghassali; Dieter Koelling
Cc: Maureen Iarossi; Joe Voytus (jwvoytus@boggialaw.com)
Subject: Dubelbeiss and DiLauri complete probationary period

January 5, 2018

Mayor Michael Ghassali
Borough of Montvale
12 Mercedes Drive
Montvale, N.J. 07645

Dear Mayor Ghassali,

I am pleased to report that as of January 10, 2018 Police Officers Ryan Dubelbeiss and Russell DiLauri will have successfully completed the required time period as Probationary Police Officer.

I recommend without reservation the appointment of both Probationary Officer Dubelbeiss and Probationary Officer DiLauri to permanent Police Officers with the Montvale Police Department.

Sincerely,

Chief Jeremy A. Abrams

Cc: Commissioner Koelling, Administrator Iarossi-Alwan, Joe Voytus via email.

Chief Jeremy Abrams
Montvale Police Department
12 Mercedes Drive
Montvale, New Jersey 07645

NOTICE OF CONFIDENTIALITY

This message, including any prior messages and attachments, may contain advisory, consultative and/or deliberative material, confidential information or privileged communications of the Montvale Police Department. Access to this message by anyone other than the sender and the intended recipient(s) is unauthorized. If you are not the intended recipient of this message, any disclosure, copying, distribution or action taken or not taken in reliance on it, without the expressed written consent of the Borough, is prohibited. If you have received this message in error, you should not save, scan, transmit, print, use or disseminate this message or any information contained in this message in any way and you should promptly delete or destroy this message and all copies of it. Please notify the sender by return e-mail if you have received this message in error.



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 21 -2018**

RE: Awarding Professional Service Contract/Records Management Services/Narita Maraj, LLC

WHEREAS, the Borough of Montvale is in need to hire a Records Management Service as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5; and,

WHEREAS, it is the desire of the Mayor and Borough Council to award a professional service contract to Narita Maraj, LLC, 79 Washington Avenue, Apt 3R, Kearny, NJ 07032, for the management of the Borough of Montvale's Records; and

WHEREAS, The State of New Jersey mandates a local records management program for all municipalities; and

WHEREAS, The Records Management Services and the Open Public Records Act (OPRA) has mandated the process of records management required by the State of New Jersey and the Records Management Services (R.M.S.); and

WHEREAS, the contract is hereby awarded in an amount not to exceed \$15,000.00; and

WHEREAS, any expenditures exceeding \$15,000.00 must be approved by Mayor and Council by resolution; and

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

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

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

1. This Contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law the services are to be performed are specific in nature, required by law to maintain, legal disposal and appropriate preservation of public records.
2. The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.
3. 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							
Curry							
Gloeggler							
Koelling							
Lane							
Weaver							

Adopted: January 9, 2018

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor

NARITA MARAJ, LLC.

79 Washington Avenue/Apt. 3R
Kearny, NJ 07032
naritammaraj@gmail.com
201-683-1535

PROPOSAL FOR RECORDS MANAGEMENT SERVICES

Borough of Montvale – All Departments

- 1. The following is a proposal for 2018 Records Management Services to maintain and prepare records for storage and/or approved destruction. Records are located in various areas of Borough Hall, including but not limited to: archive room, offsite storage areas, employee workspaces/cubicles and other temporary storage areas.**
 - A. Appraise the value of records and assign retention periods to them.

For example: Does a record have historical value or a temporary use? Retention period or storage time is based on the value of the record. The State of New Jersey provides schedules that must be followed in applying retention periods.
 - B. Schedule and coordinate records appraisal with employees, as necessary.
 - C. Simultaneously, create paper and maintain electronic inventory sheets, and box and label records for storage and/or destruction. Labeling includes temporary handwritten labels and printed labels.
 - D. Prepare destruction forms from inventory lists. Submit to Department, Clerk and Auditors for required signatures and approvals.
 - E. Submit completed destruction forms to New Jersey State Records Management Services thru ARTEMIS software and/or regular mail, if necessary. Follow-up on final State approvals.
 - F. Work with I.T. Consultant to resolve any ARTEMIS software issues, if necessary.
 - G. Schedule and coordinate destruction of records with Departments and Borough's shredding vendor.
 - H. Maintain and organize records, as needed, in the areas named above (para. 1) and any other spaces.
 - I. Plan and coordinate scanning projects and any other RM projects throughout the year.

2. The above services are dependent on the following resources being provided by the Borough:

- A. DPW or casual labor assistance with boxes over 15lbs in weight, boxes stored above shoulder height, odd size boxes, and/or boxes stored in precarious locations.
- B. Temporary holding/work area for organization. (Records should be secure and maintained in decent order until destruction.)
- C. Access to a computer workstation and necessary software.
- D. Availability of other supplies: boxes, labels, markers, etc.
- E. Availability of employees to review and assist in appraisal of their records.

3. Work Schedule

One day per each work week (8 hours per week) during the course of 12 months.

4. Rate per hour

\$32.28 (Billed by hours worked)

5. Total Estimated cost for 2018*

8 hours x 52 weeks x \$32.28 = **\$13,428.48**

*This fee does not including shredding costs, DPW/casual labor costs, computer costs, I.T. assistance, supplies, etc. Those are additional fees to be paid for by Borough of Montvale.

Respectfully submitted:


Narita Maraj

Dated: 12/11/17

Accepted by:

Title:
Borough of Montvale

Dated: _____



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 22-2018**

RE: Award Professional Service Contract / Borough Attorney / Boggia & Boggia

WHEREAS, the Borough of Montvale has a need to acquire Attorney Services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.4 or 20.5*; and,

WHEREAS, Boggia & Boggia, 71 Mt. Vernon Street, Ridgefield Park, NJ 07660 were appointed at the Re-organization Meeting of the Governing Body on January 1, 2018; and

WHEREAS, the anticipated term of this contract is for 1 year; and

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

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

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

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

1. The Mayor and Municipal Clerk of the Borough of Montvale are hereby authorized and directed to execute the attached Contract with Boggia & Boggia.

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

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

4. 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							
Curry							
Gloeggler							
Koelling							
Lane							
Weaver							

Adopted: January 9, 2018

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

BOGGIA & BOGGIA, L.L.C.

COUNSELLORS AT LAW
71 MT. VERNON STREET
RIDGEFIELD PARK, NEW JERSEY 07660

2017 NOV 29 PM 12:42

BOROUGH OF MONTVALE

PHILIP N. BOGGIA*
PRISCILLA M. BOGGIA
WILLIAM R. BETESH
JOSEPH W. VOYTUS**

*ALSO MEMBER OF N.Y., FLA., D.C. BAR &
CERTIFIED CIVIL TRIAL ATTORNEY

**ALSO MEMBER OF N.Y. BAR

TEL: (201) 641-0006
FAX: (201) 641-6649
E-MAIL: philip@boggialaw.com
priscilla@boggialaw.com
williambetesh@boggialaw.com
jwvoytus@boggialaw.com

November 27, 2017

Maureen Iarossi-Alwan
Administrator/Municipal Clerk
Borough of Montvale
12 Mercedes Drive
Montvale, NJ 07645

Re: Professional Service Fees—2018

Dear Maureen:

Thank you for your letter of November 14, 2017. Please be advised that my professional service fees, hourly rate and/or retainer amounts for the year 2018 will remain the same as set forth in my contract with the Borough of Montvale for 2017.

Very truly yours,

Philip N. Boggia

PNB:ll



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 23-2018**

RE: Award Professional Service Contract / Borough Auditor / Lerch, Vinci & Higgins

WHEREAS, the Borough of Montvale has a need to acquire Auditor Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5; and,

WHEREAS, Lerch, Vinci & Higgins, LLP, 17-17 Route 208, Fair Lawn, NJ 07410 were appointed at the Re-organization Meeting of the Governing Body on January 1, 2018; and

WHEREAS, the anticipated term of this contract is for 1 year; and

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

WHEREAS, Lerch, Vinci & Higgins, LLP has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to a political or candidate committee in the Borough of Montvale in the previous one year, and that the contract will prohibit Lerch, Vinci & Higgins, LLP from making any reportable contributions through the term of the contract; and

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

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

1. The Mayor and Municipal Clerk of the Borough of Montvale are hereby authorized and directed to execute the attached Contract with Lerch, Vinci & Higgins

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

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

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

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Gloeggler							
Koelling							
Lane							
Weaver							

Adopted: January 9, 2018

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



LERCH, VINCI & HIGGINS, LLP

CERTIFIED PUBLIC ACCOUNTANTS
REGISTERED MUNICIPAL ACCOUNTANTS

DIETER P. LERCH, CPA, RMA, PSA
GARY J. VINCI, CPA, RMA, PSA
GARY W. HIGGINS, CPA, RMA, PSA
JEFFREY C. BLISS, CPA, RMA, PSA
PAUL J. LERCH, CPA, RMA, PSA
DONNA L. JAPHET, CPA, PSA
JULIUS B. CONSONI, CPA, PSA
ANDREW D. PARENTE, CPA, RMA, PSA

ELIZABETH A. SHICK, CPA, RMA, PSA
ROBERT W. HAAG, CPA, PSA
DEBORAH K. LERCH, CPA, PSA
RALPH M. PICONE, CPA, RMA, PSA
DEBRA GOLLE, CPA
CINDY JANACEK, CPA, RMA
MARK SACO, CPA
SHERYL M. NICOLosi, CPA, PSA

December 6, 2017

Honorable Mayor and Members
Of the Borough Council
Borough of Montvale
12 Mercedes Drive, 2nd Floor
Montvale, NJ 07645

Dear Governing Body:

We are pleased to confirm our understanding of the services we are to provide to the Borough of Montvale for the year ending December 31, 2018. We will audit the financial statements of all funds and the general fixed assets account group, including the related notes to the financial statements, which collectively comprise the entity's financial statements, of the Borough of Montvale as of and for the year ending December 31, 2018.

We have also been engaged to report on supplementary information that accompanies the Borough of Montvale's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Schedules of expenditures of federal awards and state financial assistance
- Other Supplementary Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the regulatory basis of accounting as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey (the "Division") and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objectives also includes reporting on:

- Internal control over financial reporting and compliance with provision of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards and state financial assistance that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and New Jersey Circular 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The U.S. Uniform Guidance and New Jersey Circular 15-08 report on internal control over compliance will include a paragraph that states the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of U.S. Uniform Guidance and New Jersey Circular 15-08. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996, the provisions of U.S. Uniform Guidance and New Jersey Circular 15-08, and will include tests of accounting records, a determination of major program(s) in accordance with U.S. Uniform Guidance and New Jersey Circular 15-08, procedures required by the State of New Jersey, Department of Consumer Affairs, Division of Local Government Services, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports or may withdraw from this engagement.

Audit Procedures—General

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. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedules of expenditures of federal awards and state financial assistance, federal and state award programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by general accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the government 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. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by U.S. Uniform Guidance and New Jersey Circular 15-08, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to U.S. Uniform Guidance and New Jersey Circular 15-08.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, U.S. Uniform Guidance, and New Jersey Circular 15-08.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Borough of Montvale's compliance with provisions of applicable laws and regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

U.S. Uniform Guidance and New Jersey Circular 15-08 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal and state statutes, regulations and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *U.S. OMB Compliance Supplement* and *New Jersey State Aid/Grant Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Borough of Montvale's major programs. The purpose of those procedures will be to express an opinion on the Borough of Montvale's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to U.S. Uniform Guidance and New Jersey Circular 15-08.

Other Services

We will also assist in preparing the financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes in conformity with the regulatory basis of accounting as prescribed by the Division and U.S. Uniform Guidance and New Jersey Circular 15-08 based on information provided by you. Additionally, if requested, we will assist in the preparation of the Unaudited Annual Financial Statement, review and certification of the Municipal Budget, and preparation of the Supplemental and Annual Debt Statements. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedules of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with the regulatory basis of accounting as prescribed by the Division; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance and New Jersey Circular 15-08, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management Responsibilities (continued)

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by U.S. Uniform Guidance and New Jersey Circular 15-08, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations and the terms and conditions of federal awards and state financial assistance; take prompt action when instances of noncompliance are identified, including noncompliance identified in auditing findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings and the corrective action plan should be available for our review at the commencement of the audit field work.

You are responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedules of expenditures of federal awards (including notes and noncash assistance received) and state financial assistance in conformity with U.S. Uniform Guidance and New Jersey Circular 15-08. You agree to include our report on the schedules of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedules of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedules of expenditures of federal awards and state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the schedules of expenditures of federal awards and state financial assistance in accordance with U.S. Uniform Guidance and New Jersey Circular 15-08; (2) that you believe the schedules of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with U.S. Uniform Guidance and New Jersey Circular 15-08; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedules of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the regulatory basis of accounting as prescribed by the Division. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the regulatory basis of accounting as prescribed by the Division; (2) you believe the supplementary information, including their form and content, are fairly presented in accordance with the regulatory basis of

Management Responsibilities (continued)

accounting as prescribed by the Division; (3) the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and the timing and format providing for that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website and on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes and any other non-audit services we provide, including, if requested, the preparation of the Unaudited Annual Financial Statement, review and certification of the Municipal Budget, and preparation of the Supplemental and Annual Debt Statements, and any other nonaudit (non-attest) services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes that you have reviewed and approved the financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

MSRB Municipal Advisor Rule

On September 18, 2013, the Securities and Exchange Commission (the "SEC") adopted a rule requiring that "municipal advisors" register with the Securities and Exchange Commission. A "municipal advisor" is someone that "provides advice to or on behalf of a municipal entity with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues[.]" Lerch, Vinci & Higgins LLP is not a registered Municipal Advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities. Accordingly, pursuant to the new Municipal Advisor rule and absent the available exception to the rule discussed below, Lerch, Vinci & Higgins LLP cannot provide the Borough with advice or recommendations regarding the issuance of municipal securities.

Under the Municipal Advisor rule, the Borough may continue to receive advice from its auditor, bond counsel and other professionals, provided both the Borough and the professional satisfy the "Issuer Has Hired an Independent Municipal Advisor Exemption". First, as municipal issuer, the Borough needs to have (i) engaged an independent registered municipal advisor and (ii) made such engagement known in writing to the person seeking to rely on the exemption and/or post this declaration on the Borough's web site. Second, the person relying on this exemption, such as us, your bond counsel and others, must:

1. Obtain a written representation from the Borough that it is represented by, and will rely on the advice of, an independent registered municipal advisor. The written representation from the Borough may be a declaration posted on the Borough's web site as long as the posting states that the representation is intended to establish the independent municipal advisor exemption pursuant to the Municipal Advisor rule;
2. Provide written disclosure to the Borough and its independent registered municipal advisor that, by obtaining such representation from the Borough, the firm is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities; and
3. Provide the written disclosure described above at a time and in a manner reasonably designed to allow the Borough to assess the material incentives and conflicts of interest that such person may have in connection with the municipal advisory activities.

MSRB Municipal Advisor Rule (continued)

If the Borough has engaged the services of a registered Municipal Advisor, we encourage you to notify us in accordance with paragraph 1 above. We have already provided to you in this letter the disclosure contained in paragraph 2 above, which we trust is being provided to you in the time and manner set forth in paragraph 3 above. If the Borough has not engaged the services of a registered Municipal Advisor, or has, but has not satisfied the requirements of the "Issuer Has Hired an Independent Municipal Advisor Exemption", then any services performed by us in connection with the issuance of municipal securities shall be performed pursuant to the Statements on Standards for Attestation Engagements and related Attestation Interpretations as issued by the American Institute of Certified Public Accountants, then currently in effect.

Engagement Administration, Fees, and Other

We understand that your employees will assist our personnel in locating any documents selected by us for testing.

At the conclusion of the engagement, if required, we will complete the appropriate sections of the Data Collection Form that summarizes our findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Lerch, Vinci & Higgins LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the New Jersey State Department of Community Affairs or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lerch, Vinci & Higgins LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Engagement Administration, Fees, and Other (continued)

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the New Jersey State Department of Community Affairs. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for the above described services rendered on behalf of the Borough of Montvale is based on our experience in prior years' audits of the Borough. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Additionally, the Borough will be billed for any out-of-pocket costs charged by the financial institutions relating to the direct confirmation of the Borough's bank balances in accordance with generally accepted auditing standards. Our invoices for this fee will be rendered each month as work progresses and are payable upon presentation. Our fee for the fiscal year ended December 31, 2018 will be as follows:

	<u>2018 Proposed Fee</u>
Annual Audit	\$39,600
LOSAP Review	\$ 2,000
Preparation of Supplemental Debt Statement And Capital Budget Amendment	\$ 500 each

The above fee includes the following additional services that will not be subjected to the audit procedures applied in the audit of the financial statements:

- Preparation of the Unaudited Annual Financial Statement for the year ended December 31, 2018
- Preparation of the Annual Debt Statement for the year ended December 31, 2018

Also, should the Borough request accounting support services in connection with the sale of bonds or notes, our fee for these services in connection with assistance in the preparation of an official statement will be billed on a flat fee basis. Our requested fee for Bond Sales is \$18,000 and Bond Anticipation Note sales is \$7,500, plus out-of-pocket expenses. In addition, our fees for preparing Secondary Market Disclosure documents is \$1,500.

Engagement Administration, Fees, and Other (continued)

Lerch, Vinci & Higgins LLP will not act as dissemination agent for the Borough in connection with the Borough's obligations, if any, to provide secondary market disclosure. Our work to prepare secondary market disclosure documents shall consist of and be limited to (1) distribution of the Borough's audited financial statements to the Borough or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port, and (2) preparation of operating data, customarily consisting of the operating and financial information contained in Appendix A to an Official Statement, and distribution of the operating data to the Borough or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port. The Borough, or its designated dissemination agent, shall remain responsible for filing required secondary market disclosure information and "material event" notices in accordance with any prior undertakings, and Lerch, Vinci & Higgins LLP shall not have any responsibility nor liability for the failure of the Borough, or its designated dissemination agent, to comply with the Borough's secondary market disclosure undertakings.

Should any additional matters come to our attention which will require us to enlarge the scope of the engagement, we will discuss the matter as well as the cost estimate with the Borough Committee prior to commencement of the work. Should the Borough request accounting support services to be rendered outside the scope of audit services reflected herein, such services would be billed at our standard hourly rates or an agreed-upon fixed fee. The Borough will be notified of such agreed-upon fixed fee engagements prior to the commencement of the work.

Partners	\$150- \$175 per hour
Managers	\$125 -\$140 per hour
Senior Accountants/Supervisors	\$ 90 - \$115 per hour
Staff Accountants	\$ 75 - \$ 85 per hour
Other Personnel	\$ 45 per hour

Government Auditing Standards requires that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our September 30, 2015 peer review report accompanies this letter.

The parties to this Agreement agree to incorporate into this Agreement the mandatory language of N.J.S.A. 10:5-31 et seq. (N.J.A.C. 17:27), a copy of which is attached hereto as Exhibit "A".

Political Contribution Disclosure

This agreement has been awarded to Lerch, Vinci & Higgins, LLP based on the merits and abilities of Lerch, Vinci & Higgins, LLP to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to NJSA 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Lerch, Vinci & Higgins, LLP, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to NJSA 19:44A-8 or 19:44A016, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

We appreciate the opportunity to be of service to the Borough of Montvale and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Lerch, Vinci & Higgins, LLP

LERCH, VINCI & HIGGINS, LLP
Certified Public Accountants
Registered Municipal Accountants

This letter correctly sets forth the understanding of the Borough of Montvale.

By: _____

Title: _____

Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., (P.L. 1975, C.127)

N.J.A.C. 17:27 et seq.

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of the contract, the contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applications in recruitment and employment, and that employee are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the Contractor's commitment under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey and applicable federal law and applicable federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;
Certificate of Employee Information Report; or
Employee Information Report Form AA302

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

System Review Report

February 25, 2016

To the partners of Lerch, Vinci & Higgins, LLP
and the Peer Review Committee of the NJCPA

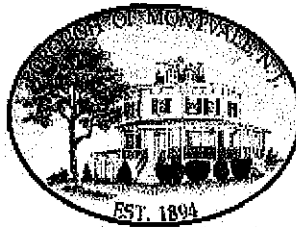
We have reviewed the system of quality control for the accounting and auditing practice of Lerch, Vinci & Higgins, LLP (the firm) in effect for the year ended September 30, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Lerch, Vinci & Higgins, LLP in effect for the year ended September 30, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all materials respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lerch, Vinci & Higgins, LLP has received a peer review rating of *pass*.

DAVIE KAPLAN, CPA, P.C.

Davie Kaplan, CPA, P.C.



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 24-2018**

**RE: Award Professional Service Contract / Engineering Services / Maser Consulting P.A.
Andrew R. Hipolit, P.E., PP., C.M.E.**

WHEREAS, the Borough of Montvale has a need to acquire Engineering Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5; and,

WHEREAS, Maser Consulting P.A., 200 Valley Road, Mount Arlington, NJ 07856 were appointed at the Re-organization Meeting of the Governing Body on January 1, 2018; and

WHEREAS, Andrew R. Hipolit, shall be designated as Principal In Charge for all services provided to the Borough of Montvale, and

WHEREAS, the anticipated term of this contract is for 1 year; and

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

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

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

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

1. The Mayor and Municipal Clerk of the Borough of Montvale are hereby authorized and directed to execute the attached Contract with Maser Consulting.

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

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

4. 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							
Curry							
Gloeggler							
Koelling							
Lane							
Weaver							

Adopted: January 9, 2018

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



RATE SCHEDULE

2018 RATE SCHEDULE BOROUGH OF MONTVALE, BERGEN COUNTY, NJ RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2018

Our professionals provide consulting services in the following disciplines at the hourly rate listed below:

Engineering Services

- Civil
- Construction Administration
- Municipal Services
- Structural
- Traffic and Transportation
- Wastewater Management
- Water Services

Other Technical Services

- Environmental
- Regulatory Compliance
- Grants
- GIS
- Recreation and Landscape Design
- Planning
- Surveying

TECHNICAL STAFF RATES

BILLING TITLES	HOURLY RATES
Technical Director	170.00
Project Manager	165.00
Senior Project Specialist	155.00
Project Specialist	145.00
Technical Professional	135.00
Technical Specialist	125.00
Specialist	115.00
Senior Data Technician	105.00
Senior Technical Assistant	95.00
Technical Assistant	85.00
Data Technician	75.00
Survey Crew – 2 Man	200.00
Survey Crew – 1 Man w/Robotic Equipment	175.00
Expert Testimony	300.00
Sr. LSRP	235.00
LSRP	210.00

REIMBURSABLE EXPENSES

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost
Sub-Consultants/Sub-Contractors	Cost + 25%
Mileage Reimbursement*	0.56 / Per Mile
Plotting	3.75/Each
Computer Mylars / Color Plots	50.00/Each
Photo Copies	0.10/Each
Color Photo Copies	1.75/Each
Document Binding	3.00/Each
Compact Disk CD/DVD	75.00/Each
Exhibit Lamination (24"x36" or larger)	Cost + 20%
Initial Digital Signature	250.00
Additional Digital Signatures	50.00/Each

* Mileage reimbursement subject to change based upon IRS standard mileage rate



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 25-2018**

RE: Award Professional Service Contract / Borough Planner / Maser Consulting, P.A. / Darlene Green

WHEREAS, the Borough of Montvale has a need to acquire Municipal Planner as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.4 or 20.5*; and,

WHEREAS, Maser Consulting, P.A. was appointed at the Re-Organization Meeting of the Governing Body on January 1, 2018; and

WHEREAS, it is the desire of the Mayor and Borough Council to appoint Darlene Green, P.P., AICP/Associate/Senior Project Planner of Maser Consulting, P.A., Perryville III Corporate Park, 53 Frontage Road, Suite 120, Clinton, NJ 08809 for planning services for the Borough for this period; and

WHEREAS, the anticipated term of this contract is for 1 year; and

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

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

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

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

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

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

3. 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							
Curry							
Gloeggler							
Koelling							
Lane							
Weaver							

Adopted: January 9, 2018

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

Darlen



2018 RATE SCHEDULE
BOROUGH OF MONTVALE, BERGEN COUNTY, NJ
RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2018

Our professionals provide consulting services in the following disciplines at the hourly rate listed below:

Engineering Services

- Civil
- Construction Administration
- Municipal Services
- Structural
- Traffic and Transportation
- Wastewater Management
- Water Services

Other Technical Services

- Environmental
- Regulatory Compliance
- Grants
- GIS
- Recreation and Landscape Design
- Planning
- Surveying

TECHNICAL STAFF RATES

BILLING TITLES	HOURLY RATES
Technical Director	170.00
Project Manager	165.00
Senior Project Specialist	155.00
Project Specialist	145.00
Technical Professional	135.00
Technical Specialist	125.00
Specialist	115.00
Senior Data Technician	105.00
Senior Technical Assistant	95.00
Technical Assistant	85.00
Data Technician	75.00
Survey Crew – 2 Man	200.00
Survey Crew – 1 Man w/Robotic Equipment	175.00
Expert Testimony	300.00
Sr. LSRP	235.00
LSRP	210.00

REIMBURSABLE EXPENSES

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost
Sub-Consultants/Sub-Contractors	Cost + 25%
Mileage Reimbursement*	0.56 / Per Mile
Plotting	3.75/Each
Computer Mylars / Color Plots	50.00/Each
Photo Copies	0.10/Each
Color Photo Copies	1.75/Each
Document Binding	3.00/Each
Compact Disk CD/DVD	75.00/Each
Exhibit Lamination (24"x36" or larger)	Cost + 20%
Initial Digital Signature	250.00
Additional Digital Signatures	50.00/Each

* Mileage reimbursement subject to change based upon IRS standard mileage rate



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 27-2018**

RE: Appointment of A Risk Management Consultant In Accordance With The Requirements Set Forth By The Bergen County Municipal Joint Insurance Fund (BCMJIF) For The Borough Commencing January 1, 2018/Professional Insurance Associates, (P.I.A), Inc.

WHEREAS, the Borough Of Montvale (hereinafter, the Municipality) is a member of the **Bergen County Municipal Joint Insurance Fund (BCMJIF)** and the **Municipal Excess Liability Joint Insurance Fund (MEL)** collectively referred to as, the Funds, for property and casualty coverage's, which include property, general liability, crime, environmental, employee benefits liability, excess liability and workers compensation; and

WHEREAS, the bylaws of said Funds require the Municipality appoint a **RISK MANAGEMENT CONSULTANT** to perform the various functions and professional services integral to the effective operation of the Municipality's Insurance Program and Loss Control efforts; and

WHEREAS, the Board of Fund Commissioners for the BCMJIF established a fee for such services equal to six percent (6%) of the Municipality's assessment, which expenditure represents reasonable compensation for the services required and is a part of the Municipal Assessment promulgated by the Fund's; and

WHEREAS, the Municipality has conducted a solicitation process to review and evaluate the credentials, services, performance and integrity of several professional firms experienced in these types of services; and

WHEREAS, the judgmental nature of the Risk Management Consultant's duties renders comparative bidding impractical;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council does hereby appoint **Professional Insurance Associates Inc.** as its Risk Management Consultant in accordance with the Fund's bylaws; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized and directed to execute a Risk Management Consultant's Agreement attached and to advertised in the official newspaper in accordance with NJSA 40A:11-5 (1) (a) (i).

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be forwarded to Professional Insurance Associates, 429 Hackensack Street, Carlstadt, New Jersey 07072.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Gloeggler							
Koelling							
Lane							
Weaver							

Adopted: January 9, 2018

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

AGREEMENT

RISK MANAGEMENT CONSULTANT

THIS AGREEMENT made on the _____ day of _____, **2018**
BY AND BETWEEN

BOROUGH OF MONTVALE,
a municipal corporation of the State of New Jersey, with offices located at:
12 Mercedes Drive
Montvale, NJ 07645-1816
hereinafter referred to as the "**MUNICIPALITY**",

AND

PROFESSIONAL INSURANCE ASSOCIATES, (P.I.A.), INC.,
a professional corporation, licensed in the State of New Jersey,
having a place of business at:
429 Hackensack Street,
P.O. Box 818
Carlstadt, New Jersey 07072
hereinafter referred to as the "**RISK MANAGEMENT CONSULTANT**".

W I T N E S S E T H:

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) the **MUNICIPALITY** is permitted to enter into professional service contracts without the necessity of public bidding; and

WHEREAS, pursuant to a Resolution of the Governing Body of the **BOROUGH OF MONTVALE** dated _____, a notice of which was duly advertised pursuant to law, the **MUNICIPALITY** determined to employ the **RISK MANAGEMENT CONSULTANT** to render certain professional services as insurance broker of record for the **MUNICIPALITY**; and

WHEREAS, the **RISK MANAGEMENT CONSULTANT** is willing to provide these services upon the terms hereinafter stated;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto agree as follows:

1. GENERAL TERMS AND CONDITIONS

- 1.1 The **RISK MANAGEMENT CONSULTANT** hereby covenants and agrees to furnish services and data incident to the professional services aforesaid, pursuant to and in accordance with the **SCOPE OF SERVICES (APPENDIX A)** proposed, submitted, and attached herewith, to the **MUNICIPALITY**.
- 1.2 The submitted Proposal, a certified copy of the Resolution appointing the **RISK MANAGEMENT CONSULTANT**, and this Agreement shall together form the Contract between these parties and said documents are incorporated herein by reference or by attachments and are made a part of this Agreement.
- 1.3 The **RISK MANAGEMENT CONSULTANT** may not assign this contract to any other person or agency, it being agreed, the services outlined herein are unique and extraordinary under the N.J. Public Contract Law.
- 1.4 No additional services shall be rendered for which the **RISK MANAGEMENT CONSULTANT** shall seek payment from the **MUNICIPALITY** without written authorization by the **MUNICIPALITY** pursuant to law.
- 1.5 The **RISK MANAGEMENT CONSULTANT** shall comply with the law(s) regarding Equal Employment Opportunity language as required by N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27 relating to Goods, Professional Service and General Service Contracts, with mandatory language attached hereto and made a part hereof as Appendix "B".
- 1.6 The **RISK MANAGEMENT CONSULTANT** also meets the requirements of N.J.S.A. 52:32-44, relating to proof of business registration, which is attached hereto and made a part hereof and are binding upon the **RISK MANAGEMENT CONSULTANT**.

2. REMUNERATION

- 2.1 **For coverages attained through the Municipality's Membership in the BERGEN COUNTY MUNICIPAL JOINT INSURANCE FUND.**
The Municipality authorizes payment as compensation for services rendered, an amount equal to six percent (6%) of the Municipality's annual assessment as promulgated by the Bergen County Municipal Joint Insurance Fund and the NJ Municipal Excess Liability Joint Insurance Fund. Said fees shall be paid to the Consultant within 30 days subsequent to the Fund's prescribed payment schedule of the annual assessment by the Municipality.
- 2.2 **For all other Insurance coverages:**
For all other coverages authorized by the Municipality, including but not limited to Employee Health Benefits, Accident & Health, Disability or Statutory Bonds, to be placed outside the Fund, the Consultant shall receive, as full compensation, the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the six percent (6%) fee outlined above.

3. TERM OF AGREEMENT

- 3.1. The **TERM OF CONTRACT** shall be from **January 1, 2018 through December 31, 2018** or until such time as a qualified Successor is appointed, unless terminated as hereinafter provided in this Agreement.

4. CANCELLATION OF AGREEMENT

- 4.1 Either party may cancel this Agreement by providing to the other party, written notification calling for termination at any time with not less than ninety (90) days thereafter.
- 4.2 Fees for service shall be prorated to the date of termination.

5. CONTRACT PROVISIONS

- 5.1 **POLITICAL CONTRIBUTION DISCLOSURE:**
This contract has been awarded to **RISK MANAGEMENT CONSULTANT** based on the merits and abilities of **RISK MANAGEMENT CONSULTANT** to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, *et seq.*

As such, the undersigned does hereby attest that **RISK MANAGEMENT CONSULTANT**, its subsidiaries, assigns or Principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the **MUNICIPALITY** if a member of that political party is serving in an elective public office of the **MUNICIPALITY** when the contract is awarded.

- 5.2 **BUSINESS ENTITY DISCLOSURE CERTIFICATION**
The **RISK MANAGEMENT CONSULTANT** has complied with the Business Entity Disclosure Certification for non-fair and open contracts required pursuant to N.J.S.A. 19:44A-20.8, which has been placed on file with the **MUNICIPALITY**.

- 5.3 **CONTRACT PROVISIONS CLAUSE**
In the event that any paragraph or sub-part of any paragraph or any term, requirement or condition of this Agreement shall be deemed invalid by a court of competent jurisdiction, administrative agency or other tribunal, it shall in no way affect the validity of all other terms, conditions, requirements, paragraphs or sub-parts thereof of the Agreement and the remainder of the Agreement shall remain in full force and effect.

5.4 CONTRACT ENTIRETY CLAUSE

No additions, changes, amendments or modifications to this Agreement or any provision thereof, shall be valid unless the same is in writing and signed by both parties hereto.

5.5 NON-DISCRIMINATION PROVISION

The **RISK MANAGEMENT CONSULTANT** agrees and affirms compliance with the Provisions of N.J.S.A. 10:5-31 et seq. (PL 1975, C. 127) and N.J.A.C. 17:27, the NJ Equal Employment Opportunity and Anti Discrimination Law.

5.6 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The **RISK MANAGEMENT CONSULTANT** agrees and affirms compliance with the provisions of Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 512.101 et.seq.)

IN WITNESS WHEREOF, the said **MUNICIPALITY** has caused this instrument to be signed by its presiding officer, attested to by the Municipality Clerk and its seal to be hereunto affixed, pursuant to resolution of the **MUNICIPALITY** passed for that purpose, and the said **RISK MANAGEMENT CONSULTANT** has caused these presents to be signed by its respective officers duly authorized to sign this Agreement, and its corporate seal affixed hereto the day and year first above written.

BOROUGH OF MONTVALE

ATTEST:

By _____

PROFESSIONAL INSURANCE ASSOCIATES, INC.

ATTEST:

Sharon Tallon

By

James V. Gardella
James V. Gardella, President

APPENDIX A

SCOPE OF SERVICES

- A) The Risk Management Consultant (RMC) shall assist the Municipality in identifying its insurable exposures with respect to property and casualty (or employee health benefits as requested) and to recommend professional methods to reduce, assume or transfer the risk or loss.
- B) Assist the Municipality in understanding the various coverages afforded through its membership in the **Bergen County Municipal Joint Insurance Fund (BCMJIF)**.
- C) Review with the Municipality any additional coverage the RMC determines should be secured, but is not available from the Fund and, subject to the Municipality's authorization, place such coverage with a conventional insurance carrier.
- D) Advise of the implications of special events and advise the Municipality of the special events coverage that may be required.
- E) Assist the Municipality in the preparation and completion of applications, statements of values, and similar underwriting documents requested by either the Fund or other insurance provider, it being understood the RMC shall not perform any appraisal work.
- F) Review Certificates of Insurance from contractors, vendors and professionals providing goods and services to the Municipality, as requested by the Municipality.
- G) Review the Municipality's assessment, as prepared by the Fund or premium developed by an insurance carrier and advise the Municipality of its annual insurance costs.
- H) Review the loss and engineering reports and assist the Safety Committee in its loss containment objectives. Also, attend no less than one per annum Safety Committee Meeting to promote the safety objectives and goals of the Municipality and the Fund.
- I) Assist as needed in the settlement of claims, with the understanding the scope of the Consultant's involvement does not include the work normally done by a public adjuster.
- J) Communicate all important (deadline) dates to the Municipality to avoid surcharges and/or lapses in coverage(s) and ensure compliance with all Fund directives
- K) Provide consultation services relative to changes in federal and/or state law/ regulation that impacts the delivery of the Employee Benefits Program and/or the financial impact thereof.

APPENDIX A (continued)

- L) Attend meetings of the Fund and keep the Municipality apprised of Fund operations. Serve on any such committees, as appointed by the Executive Committee of the Fund.
- M) Prepare and present an annual report for the Governing Body outlining the Fund's financial performance, coverages and services
- N) Have a complete understanding and thorough working knowledge of the BCMJIF and the Employee Health Benefits Program.

SERVICE TEAM

PIA & PIA SECURITY PROGRAMS

Public Entity Service Team 2018

<i>Individual</i>	<i>Title</i>	<i>Experience</i>
Victor M. Gardella	Chairman/Principle	60 years
James V. Gardella	President	40 years
* Frank Covelli	Manager – Public Entities Dept.	21 years*
David E. Murphy	Manager – Claims & Risk Control	35 years
Tracey Flannery	Public Entity Service Representative (P&C)	28 years
Sharon Fallon	Public Entity Service Representative (P&C)	10 years
Jennifer Scarpulla	Public Entity Claims Representative (P&C)	19 years
Robin Degenaars	Public Entity Service Representative (Health & Life)	21 years
Renee Gear	Public Entity Claims Representative (Health)	13 years
Total Years of Experience		247 years
* = Does not include service as a Municipal Business Administrator		

APPENDIX B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disability Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable count employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination by the Division, pursuant to N.J.A.C. 17:27-5.2.

APPENDIX B (continued)

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative code at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the **Borough of Montvale**, (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provision of this Agreement or otherwise at law.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR ALTERNATIVE TO FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF MONTVALE

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Professional Insurance Associates, Inc. has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding 1/1/18 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Borough of Montvale as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signature of Affiant: _____

Title: _____

Printed Name of Affiant: _____

Date: _____

Subscribed and sworn before me this _____ day of _____, 20 _____

My Commission Expires: _____

(Witnessed or attested by)

(Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR ALTERNATIVE TO FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF MONTVALE

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

## STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:** Professional Insurance Associates, Inc.



I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**



I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**



Partnership



Corporation



Sole Proprietorship



Limited Partnership



Limited Liability Corporation



Limited Liability Partnership



Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: James V. Gardella

Name:

Home Address: 155 Upper Saddle River Road  
Montvale, NJ 07645

Home Address:

Name: Robert F. Schimpf

Name:

Home Address: 23 White Oak Lane  
Wayne, NJ 07470

Home Address:

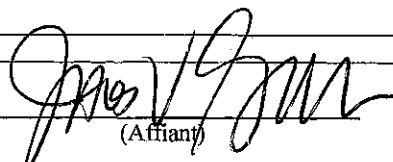
Name: Charles J. Cavadini

Name:

Home Address: 9 Francisco Drive  
Pompton Plains, NJ 07444

Home Address:

Subscribed and sworn before me this 2nd day of December, 2011.

  
(Affiant)

**James V. Gardella, President**  
(Print name & title of affiant)

My Commission expires:

**TRACEY FLANNERY**

(Corporate Seal)

**NOTARY PUBLIC OF NEW JERSEY**

My Commission Expires Feb. 18, 2020

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

|              |                                         |           |            |
|--------------|-----------------------------------------|-----------|------------|
| Vendor Name: | Professional Insurance Associates, Inc. |           |            |
| Address:     | 429 Hackensack Street – P.O. Box 818    |           |            |
| City:        | Carlstadt                               | State: NJ | Zip: 07072 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature \_\_\_\_\_

James V. Gardella  
Printed Name

President  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]☐ Check here if the information is continued on subsequent page(s)



# State of New Jersey

Department of Banking and Insurance  
20 West State Street  
Trenton, NJ 08625-0327

LICENSE NUMBER  
**8049124**

THIS CERTIFIES THAT **PROFESSIONAL INSURANCE  
ASSOCIATES INC**

AT BUSINESS ADDRESS 429 HACKENSACK STREET  
CARLSTADT, NJ 07072

This insurance license is valid and shall remain in effect unless revoked or suspended provided that the fee set forth in N.J.A.C. 11:17-2.12 is paid and renewal requirements set forth in N.J.A.C. 11:17-2.5, including continuing education requirements for resident individuals, are met by the license expiration date. A renewal notice will be mailed to the licensee mailing address approximately 30 days prior to the license expiration date.

IS DULY LICENSED WITH THE FOLLOWING LICENSE TYPE(S) AND AUTHORITIES

| LICENSE TYPE | LINES OF AUTHORITY                                                               | EFFECTIVE DATE | EXPIRATION DATE |
|--------------|----------------------------------------------------------------------------------|----------------|-----------------|
| PRODUCER     | LIFE INSURANCE; ACCIDENT, HEALTH OR SICKNESS; PERSONAL LINES; PROPERTY; CASUALTY | 06/01/2017     | 05/31/2019      |

printed: 04/25/2017

Commissioner of Banking and Insurance



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PROFESSIONAL INSURANCE ASSOCIATES, INC.

**Trade Name:**

**Address:** 429 HACKENSACK ST  
CARLSTADT, NJ 07072-1302

**Certificate Number:** 0398087

**Effective Date:** December 30, 1960

**Date of Issuance:** November 01, 2017

**For Office Use Only:**

20171101142227053

Certification

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT 6970

**RENEWAL**  
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of:

15-MAR-2013 to 15-MAR-2020

**PROFESSIONAL INSURANCE ASSOCIATES, INC.**  
**429 HACKENSACK STREET**  
**CARLSTADT NJ 07072-0818**



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 26-2018**

**RE: Awarding Service Contract / Agreement Tri-State Technical Services / Computers & Peripherals**

**WHEREAS**, the Borough of Montvale requires professional computer services and an extended service agreement for the computers and peripherals for the period January 1, 2018 through December 31, 2018; 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.

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

That a contract for professional computer services for an Service Agreement for Computers and Peripherals proposal which is attached and made part of this resolution be awarded to Tri-State Technical Computer Services, Inc., of 442 Lafayette Avenue, Hawthorne, New Jersey 07506 in the amount of \$8,500.00 for the period January 1, 2018 through December 31, 2018, as described in the Service Agreement;

**WHEREAS**, the Certified Municipal Finance Officer has provided funds to be available subject to the adoption of the year 2018 Municipal Budget; and

**BE IT FURTHER RESOLVED** that a copy of this resolution be published in an Official Newspaper, be on file, available for public inspection, in the office of the Municipal Clerk, 12 Mercedes Drive, Montvale, NJ 07645.

| Councilmember | Motion | Second | Yes | No | Absent | Abstain | No Vote |
|---------------|--------|--------|-----|----|--------|---------|---------|
| Arendacs      |        |        |     |    |        |         |         |
| Curry         |        |        |     |    |        |         |         |
| Gloeggler     |        |        |     |    |        |         |         |
| Koelling      |        |        |     |    |        |         |         |
| Lane          |        |        |     |    |        |         |         |
| Weaver        |        |        |     |    |        |         |         |

Adopted: January 9, 2018

ATTEST:

APPROVED:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

\_\_\_\_\_  
Michael Ghassali  
Mayor

**TRI-  
STATE**

**TECHNICAL COMPUTER SERVICES INC.**

442 Lafayette Avenue  
Hawthorne, New Jersey 07506  
Tel: (973) 304-0088  
Fax: (973) 304-0481

2017 NOV 29 PM 12:42  
BOROUGH OF MONTVALE

November 27, 2017

Maureen Iarossi-Alwan  
Administrator/Municipal Clerk  
Borough of Montvale  
12 Mercedes Drive  
Montvale, New Jersey 07645

Dear Ms. Iarossi-Alwan,

Our labor rate for the year 2018 will remain \$80.00 per hour and the service contract will increase to \$8500.00.

If you have any questions, please call.

Sincerely,



Dino George  
Vice-President



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 28-2018**

**RE: Award Professional Service Contract/Prosecutor/Alternate Prosecutor/Public Defender/Alternate Public Defender/Pascack Joint Municipal Court**

**WHEREAS**, the Pascack Joint Municipal Court has a need to contract for the services of various professionals to serve as the municipal prosecutor or alternate prosecutor, pursuant to N.J.S.A. 2B:25-1, et seq., and to serve as the municipal public defender or alternate public defender, pursuant to N.J.S.A. 2B:24-1, et seq.; and

**WHEREAS**, these services are being solicited under the non-fair and open procedures of N.J.S.A. 19:44A-20.4 and -20.5; and

**WHEREAS**, the Attorney General of the State of New Jersey has advised municipalities that without formal appointment of an alternate municipal prosecutors, the municipality and/or the prosecutor may lose immunity conferred by the New Jersey Municipal Tort Claims Act; and

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

**WHEREAS**, it is the desire of the Pascack Joint Municipal Court to appoint the following individuals to the positions set forth below:

Prosecutor: Christopher C. Botta, Esq.  
Alternate Prosecutor: Natalia Angeli, Esq.  
Alternate Prosecutor: Richard Rosa, Esq.  
Public Defender: Gerald R. Salerno, Esq.  
Alternate Public Defender: Salvatore Sciafani, Esq.

**WHEREAS**, the salary of the Prosecutor shall be \$27,000 and the salary of the Public Defender shall be \$7,500.00; and

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

**WHEREAS**, any compensation to be paid to the Alternate Prosecutor and/or Alternate Public Defender shall be paid by the Prosecutor or Public Defender, as appropriate; and

**WHEREAS**, the term of these contracts shall commence on January 1, 2018, and shall continue for the remainder of the calendar year 2018; and

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

**WHEREAS**, all of the aforementioned professionals have completed and submitted a Business Entity Disclosure Certification which certifies that he/she has not made any reportable contributions to a political or candidate committee in the Borough of Montvale in the previous one year, and that the contract will prohibit professionals from making any reportable contributions through the term of their contract; and

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

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

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

2. The Business Disclosure Entity Certification and the Contracts, including the terms of compensation for each professional, shall be placed on file with this resolution.

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Borough of Montvale confirm these appointments

| Councilmember | Motion | Second | Yes | No | Absent | Abstain | No Vote |
|---------------|--------|--------|-----|----|--------|---------|---------|
| Arendacs      |        |        |     |    |        |         |         |
| Curry         |        |        |     |    |        |         |         |
| Gloeggler     |        |        |     |    |        |         |         |
| Koelling      |        |        |     |    |        |         |         |
| Lane          |        |        |     |    |        |         |         |
| Weaver        |        |        |     |    |        |         |         |

Adopted: January 9, 2018

ATTEST:

APPROVED:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

\_\_\_\_\_  
Michael Ghassali  
Mayor

# ARONSOHN WEINER SALERNO & KAUFMAN

A Professional Corporation  
COUNSELLORS AT LAW  
21 MAIN STREET - SUITE 100  
COURT PLAZA SOUTH- EAST WING  
HACKENSACK, NEW JERSEY 07601

RICHARD H. WEINER  
GERALD R. SALERNO  
BARRY L. KAUFMAN

PATRICK W. HARRINGTON†  
CRAIG L. LEVINSON  
PATRICIA A. FERRARO

\_\_\_\_\_  
RICHARD F. ARONSOHN  
(1938-1996)

Telephone: (201) 487-4747  
Facsimile: (201) 487-7601  
[www.aronsohnweinersalerno.com](http://www.aronsohnweinersalerno.com)  
[email@aronsohnweiner.com](mailto:email@aronsohnweiner.com)

†Member NY Bar

November 27, 2017

Borough of Montvale  
12 Mercedes Drive, 2<sup>nd</sup> Floor  
Montvale, New Jersey 07645

Attention: Maureen Iarossi-Alwan  
Administrator/Municipal Clerk

Re: Public Defender – Pascack Joint Municipal Court  
Professional Services Fees-2018

Dear Ms.Iarossi-Alwan:

Pursuant to your request kindly consider my request for an annual salary of \$7,500 for professional service fees in my capacity as Public Defender. Thank you for your consideration.

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

Very truly yours,

ARONSOHN WEINER SALERNO & KAUFMAN

By: 

GERALD R. SALERNO

## Carol Manhart

---

**From:** Christopher C. Botta <ccb@bottalaw.com>  
**Sent:** Monday, December 18, 2017 10:22 AM  
**To:** Carol Manhart  
**Subject:** Pascack Joint Court-Professional Fees (Prosecutor)

Carol,

I received your message on Friday. Before her retirement, Cathy Cullen advised me that the approved annual Prosecutor fee for 2018 was \$27,000.

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

Chris

Christopher C. Botta  
Botta Angeli, LLC  
50 South Franklin Turnpike  
Ramsey, NJ 07446

Tel: 201-818-6400, ext. 12

Fax: 201-818-4090

Mobile: 201-218-7794

[CCB@bottalaw.com](mailto:CCB@bottalaw.com)

[www.bottalaw.com](http://www.bottalaw.com)

[www.linkedin.com/in/christopherbotta](http://www.linkedin.com/in/christopherbotta)

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**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 29-2018**

**RE: Authorize Contract NorthWest Bergen Regional Health Commission**

**WHEREAS**, the Board of Health of the Borough of Montvale has received and reviewed the proposal from NorthWest Bergen Regional Health Commission; and

**WHEREAS**, said attached proposal for a two year (2) contract has been reviewed and approved by the Board of Health; and

**WHEREAS**, the Board of Health recommends this two year Health Services contract with Northwest Regional Board of Health Commission based upon services provided; and

**WHEREAS**, it is the intention of the Mayor and Council to provide funds in the year 2017 and 2018 Budgets for these contracts in the Borough of Montvale's Board of Health Budget; and

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that the contracts for Health Services for 2017 and Year 2018 be and is hereby awarded to NorthWest Bergen Regional Health Commission, 20 West Prospect Street, Waldwick, NJ 07463, NJ pursuant to the terms and conditions and rates as outlined in the attached contract effective January 1, 2017, copy of which is attached to this resolution for the base amount of \$55,923.71 annually for 2017 and 2018 as outlined in the attached proposal.

| Councilmember | Motion | Second | Yes | No | Absent | Abstain | No Vote |
|---------------|--------|--------|-----|----|--------|---------|---------|
| Arendacs      |        |        |     |    |        |         |         |
| Curry         |        |        |     |    |        |         |         |
| Gloeggler     |        |        |     |    |        |         |         |
| Koelling      |        |        |     |    |        |         |         |
| Lane          |        |        |     |    |        |         |         |
| Weaver        |        |        |     |    |        |         |         |

Adopted: January 9, 2018

ATTEST:

APPROVED:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

\_\_\_\_\_  
Michael Ghassali  
Mayor

**CONTRACT FOR LOCAL PUBLIC HEALTH SERVICES  
FOR MONTVALE BOARD OF HEALTH  
JANUARY 1, 2017 THROUGH DECEMBER 31, 2018**

THIS CONTRACT made and entered into on January, 2017, by NORTHWEST BERGEN REGIONAL HEALTH COMMISSION, hereafter referred to as the Provider, AND the Board of Health of MONTVALE hereafter referred to as the Recipient.

WHEREAS, the Recipient desires to contract with the Provider for furnishing to the Recipient Health Services of a technical and professional nature to assure compliance with Public Health Standards of Performance for Local Boards of Health in accordance with NJAC 8:52-1 et seq. as hereinafter set forth:

NOW THEREFORE, it is understood and agreed as follows:

The Provider shall provide services of properly licensed personnel as necessary to carry out public health activities, within the territorial jurisdiction of the Recipient and ensure that all public health activities meet requirements by the "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey" (NJAC 8:52) for the services as provided in this contract.

**1. SCOPE OF SERVICES**

**A. HEALTH OFFICER.** The Provider shall supply Recipient with the services of a Health Officer licensed in New Jersey pursuant to NJSA 26:3A2-10c and 26:3A-14 to serve as its Health Officer and Chief Executive Officer to direct a program of services and activities as required to meet or exceed the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey set forth in NJAC 8:52, herein, "Public Health Practice Standards" for the Montvale Board of Health, and for the administration and the enforcement of its public health ordinances and public health laws and regulations of the State (Title 26 of the New Jersey Statutes) during the term of this contract. All employees and staff of the Recipient's department of health shall be under the administrative direction and operational control of the Health Officer specific to the contractual responsibilities.

(i) The Health Officer shall work with personnel to inform the Recipient regarding compliance with the statutes and ordinances related to public health and assist Recipient in obtaining compliance with the law, and shall provide the Recipient with guidance and direction in the formulation of a program of services and activities designed to achieve the public health goals established by Recipient, and to identify and address public health issues in the Recipient's community.

(ii) The Health Officer shall furnish the Recipient with a written report, periodically, as requested by the Recipient, of all services rendered by the Health Officer and staff under the terms of this contract. This will include, but is not limited to complaints, monthly activities, and upcoming events.

(iii) The Health Officer or representative shall meet with Recipient at the regularly scheduled public meetings of the Board of Health set forth in Schedule A incorporated herein, and attend or send a representative from Provider to special meetings of the Recipient, as requested, upon reasonable notice.

**B. REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS).** The Provider shall supply Recipient with the services of a properly licensed Registered Environmental Health Specialist (REHS) to ensure that all public health activities meet requirements under the "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey" (NJAC 8:52) as of the execution of this contract.

**C. GENERAL.** The Provider shall also:

(i) Document processes to be followed for public health purposes. Review current policies and recommend changes required to remain in compliance with public health laws and to address public health issues.

(ii) Provide assistance with emergency preparedness processes as identified by the State Health Department.

(iii) Provide assistance during flu clinics and ordering flu vaccine subject to the Influenza Vaccination Program Addendum incorporated herein.

**CONTRACT FOR LOCAL PUBLIC HEALTH SERVICES  
FOR MONTVALE BOARD OF HEALTH  
JANUARY 1, 2017 THROUGH DECEMBER 31, 2018**

(iv) Attend when necessary, town council meetings and provide updates or address public health concerns needing resolution.

(v) Provide monthly reports of activities conducted by the Recipient's appointed environmental health personnel (Registered Environmental Health Specialist) including all inspections of food establishments, complaints or violations.

(vi) Offer an annual regionalized Food Handler's course.

(vii) The Provider will coordinate lead poisoning investigations as specified in "Public Health Practice Standards of Performance for Local Boards of Health in New Jersey" and N.J.A.C. 8:51. The Provider will not provide the services of a certified lead inspector or risk assessor.

**D. OTHER.** Other services required by Recipient, if any, and related fees, if any, of Provider are set forth on Schedule A incorporated herein. Any other public health services required by Recipient but supplied by Recipient or contracted for separately or directly by Recipient are set forth in Schedule A incorporated herein. If the State of New Jersey Health law mandates change during the term of this agreement and thereby requires the provision of additional services not previously supplied, or if the scope of services provided to Recipient is required to increase significantly, in the reasonable judgment and experience of the Provider, the Provider and recipient shall enter into an amendment of this agreement to address the supply of such additional services to Recipient.

**2. COLLECTION OF LICENSE AND PERMIT FEES.** All license fees, permit fees and any other fees that the Provider collects on behalf of the Recipient shall be remitted to the Recipient in full, unless adjusted as set forth on Schedule A incorporated herein.

**3. PAYMENT OF FEES TO PROVIDER.** In consideration of the faithful performance by the Provider of its agreement herein, the Recipient covenants and agrees to pay the Provider for the services of a Health Officer and a REHS, the annual sum as set forth on Schedule A incorporated herein.

**4. STATE and FEDERAL AID.** Any designated State or Federal Health Aid funds received by the Provider for Recipient shall be used for health services for the Recipient.

**5. HEALTH EMERGENCY.** The Provider shall determine the allocation of resources and employees and staff of Provider and Recipient in the event of a health emergency or other exigent circumstances, in the judgment and experience of Provider.

**6. TERM AND RENEWAL.** This contract shall become effective on the 1<sup>st</sup> day of January 2017 and terminate on December 31, 2018. It is further agreed by the parties that the Recipient shall have the right to renew this contract, upon the same terms and conditions, upon terms of compensation agreeable to Provider and Recipient. The Recipient shall give notice of its intent to renew the contract at least 60 days prior to the date of termination.

**7. This contract must be signed and resubmitted by January 31<sup>st</sup> 2017.**

IN WITNESS WHEREOF each party has caused its authorized officials to sign and seal this Agreement on its behalf this 5<sup>th</sup> day of November, 2016

Secretary Janet Russo  
Board of Health

President Sheldon Cohen  
Board of Health

Secretary Angela Musella  
Northwest Bergen Regional Health Commission

President Donna Hilly (AM)  
Northwest Bergen Regional Health Commission

**CONTRACT FOR LOCAL PUBLIC HEALTH SERVICES  
FOR MONTVALE BOARD OF HEALTH  
JANUARY 1, 2017 THROUGH DECEMBER 31, 2018**

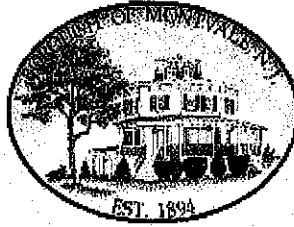
**SCHEDULE A-ADDENDUM TO CONTRACT**

1. **MEETING SCHEDULE:** TBA or attached
2. **PAYMENT OF FEES TO PROVIDER:**  
The annual fee for services shall be \$55,923.71 for 2017 and 2018.  
**PAYABLE ON THE FIRST OF EVERY MONTH.**
3. **COLLECTION OF LICENSE & PERMIT FEES:** None.

**CONTRACT FOR LOCAL PUBLIC HEALTH SERVICES  
FOR MONTVALE BOARD OF HEALTH  
JANUARY 1, 2017 THROUGH DECEMBER 31, 2018**

**SCHEDULE B-INFLUENZA VACCINATION PROGRAM ADDENDUM TO CONTRACT**

- Northwest Bergen Regional Health Commission (NWRHC) will order flu vaccine on behalf of the Recipient. The amount of vaccine ordered is based upon prior year consumption and conversation with the Board of Health President regarding any foreseeable circumstances NWRHC is not aware of. All vaccine reimbursement to NWRHC will occur in two ways. Medicare Part B or fee for those receiving vaccine and not covered by Medicare. Recipient will be responsible for costs associated with said doses.
- In the event that a partial shipment is received, Medicare Part B recipients will be offered the vaccination first, considering the risk to the elderly.
- In the event that a partial shipment is received due to circumstances outside NWRHC's control, the Recipient Board of Health President will be notified allowing time to react with a mitigation plan for obtaining the vaccine through other means for those not covered by Medicare Part B.
- NWRHC cannot guarantee shipment of the vaccine. NWRHC can guarantee ordering the vaccine on Recipient's behalf. If there are manufacturing issues which are outside the control of NWRHC, the Board of Health President will be notified upon received notification from the manufacturer.



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 30-2018**

**RE: Authorize Contract Animal Control Services/Tyco**

**WHEREAS**, the Board of Health of the Borough of Montvale has received a proposal from Tyco Animal Control Service, 1 Stout Lane, Ho-Ho-Kus, NJ.

**WHEREAS**, said proposal has been reviewed and approved by the Board of Health; and

**WHEREAS**, the Board of Health recommends this contract with Tyco Animal Control Service based upon prior services provided; and

**WHEREAS**, it is the intention of the Mayor and Council to provide funds in the year 2018 Budget for this contract, Other Expense Portion of the Animal Control Services Budget; and

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that the contract for Animal Control Services for 2018 be and is hereby awarded to Tyco Animal Control Service, 1 Stout Lane, Ho-Ho-Kus, NJ pursuant to the terms and conditions and rates as outlined in the attached contract effective January 1, 2018, copy of which is attached to this resolution for the base amount of \$9,900.00 annually payable monthly with additional costs charged per the rates as outlined in the attached proposal.

| Councilmember | Motion | Second | Yes | No | Absent | Abstain | No Vote |
|---------------|--------|--------|-----|----|--------|---------|---------|
| Arendacs      |        |        |     |    |        |         |         |
| Curry         |        |        |     |    |        |         |         |
| Gloeggler     |        |        |     |    |        |         |         |
| Koelling      |        |        |     |    |        |         |         |
| Lane          |        |        |     |    |        |         |         |
| Weaver        |        |        |     |    |        |         |         |

Adopted: January 9, 2018

ATTEST:

APPROVED:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

\_\_\_\_\_  
Michael Ghassali  
Mayor

# **Tyco Animal Control Services**

## **201-652-4554**

November 2, 2017

To All Borough Officials:

We at Tyco have always based our contracts on actual cost for providing your animal Control services. We do not inflate our cost, which has kept our prices reasonable throughout our years of servicing your Communities. I think you will find when reviewing your contract with us that we are still more cost effective than the County for your animal control services. While still being a reasonably priced vender, we provide many more services than the County has or will. The services we provide are much more customized to your municipalities needs such as: **licensing follow-up, daily patrols of borough, the harassing of geese in Borough Parks, removal of dead animals from roadways, public education, work with local OEM preparing for and providing service and equipment for disasters, working with health officials investigating and concluding animals bite cases, potentially dangerous/vicious pet enforcement, court appearances, cruelty investigations, and enforcement of all Borough and State laws.** All of these services and more are provided through your contract. We do not charge for these services "ala carte" as the County contract does. We are and always will be your full-service Animal Control.

***"We are Always there when you need us."***

Respectfully,



Carol A. Tyler  
Animal Control/Animal Cruelty Officer

# **TYCO ANIMAL CONTROL SERVICE**

*Dependable Professional Animal Control,*

*We are always there when you need us!*

*1 Stout Lane*

*Ho-Ho-Kus NJ 07423*

*Phone 201-652-4554*

## ***Contract of Services for Borough of Montvale***

Contact: Carol A. Tyler  
Licensed Animal Control Officer

Tracy Cohen-Grady, DVM  
Consultant

This is a contract between the Borough of Montvale and Tyco Animal Control for animal control services for the sum of \$9,900.00 per anum to be paid monthly, effective January 1, 2018. This price will remain in effect through December 31, 2018.

Hours of regular services as provided for herein will be Monday through Friday 8:00 am to 7:00 PM inclusive. Any calls responded to outside of these hours or on any national holiday shall be considered an emergency as described below in statement number five.

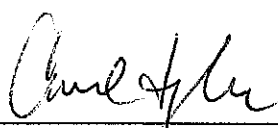
### **SERVICES TO BE PROVIDED:**

1. The impounding of any animal deemed to be stray. The only animals to be impounded will be those taken by the animal control officer.
2. The impounding of any owned animal without a current registration tag on its collar.
3. Dependable and quick response to calls from the police department or other municipal official to rescue and remove sick, dangerous, diseased, or injured wildlife.
4. Render a monthly written report of animal control activities in the community.
5. Respond to emergency calls. These shall involve animals on public property that represent a life-threatening hazard to the animal and/or the general public. A call shall be deemed an emergency between the hours of 7:00 PM and 8:00am Monday through Thursday and from 7:00pm Friday to 8:00am Monday. Responses during these hours will result in a charge of \$60.00 per call.
6. Supervision of humane trapping of wild and stray animals on public property with no additional fee. In the event that animals must be trapped on private property and additional fee of \$60.00 trap rental and \$60.00 service and removal fee payable in advance shall be born by the owner of the property. Trapping services are available Monday through Friday. There will be no trapping on weekends.
7. Removal of visible wildlife from private homes will be available at a fee of \$60.00 payable by the homeowner.
8. Dead animals on public streets will be removed and disposed of in a professional, dependable, and timely manner during regular business hours up to 4:00 PM for no additional charge. This does not include owned or licensed animals that have been killed on public property. The cost for this removal shall be the responsibility of the owner. The Borough Administrator or Borough Clerk will designate a location in the borough for the disposal of the deceased animals picked up by the animal control officer.

9. All licensed animals impounded from public property will be held, owners contacted, and animals returned. Municipal fees or fines will be collected from the owners and forwarded to the proper agency in the Borough.
10. The Borough shall provide a list of all licensed animals.
11. There will be no provision for Tyco's facility to accept unwanted animals from owners. The only animals to be impounded at our facility will be those actually caught by the animal control officer.
12. Rabies suspect specimens will be prepared at no additional cost, and transported to Bergen County Health when necessary. If a situation arises when the specimen has to be taken to Trenton, a private courier service will be used. In the case of a bite to a human it is the responsibility of that individual to assume the cost for transport. In other situations, the municipality is responsible for the charges of transportation to Trenton. (Currently about \$180.00)
13. Either Party may terminate this contract for any reason upon 90 days written notice to the non-terminating or other party.
14. Assist the Borough Clerk with licensing follow up, issue summons and appear in court on behalf of the Borough.
15. If Tyco must intercede in an emergent situation that causes Tyco to take in and house an unusual number of animals (more than 15), or a circumstance that causes Tyco to provide extraordinary scope of services above and beyond normal animal control an additional fee to cover time and expenses will be borne by the contracting municipality. This fee will be discussed and agreed upon at the onset of the particular circumstance.

\_\_\_\_\_  
Borough of Montvale

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tyco Animal Control Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

-End-

# **TYCO ANIMAL CONTROL SERVICE**

*Dependable Professional Animal Control.*

*We are always there when you need us!*

*1 Stout Lane*

*Ho-Ho-Kus NJ 07423*

*Phone 201-652-4554*

## ***Contract of Services for Borough of Montvale***

Contact: Carol A. Tyler  
Licensed Animal Control Officer

Tracy Cohen-Grady, DVM  
Consultant

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Hours of regular services as provided for herein will be Monday through Friday 8:00 am to 7:00 PM inclusive. Any calls responded to outside of these hours or on any national holiday shall be considered an emergency as described below in statement number five.

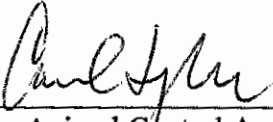
### **SERVICES TO BE PROVIDED:**

1. The impounding of any animal deemed to be stray. The only animals to be impounded will be those taken by the animal control officer.
2. The impounding of any owned animal without a current registration tag on its collar.
3. Dependable and quick response to calls from the police department or other municipal official to rescue and remove sick, dangerous, diseased, or injured wildlife.
4. Render a monthly written report of animal control activities in the community.
5. Respond to emergency calls. These shall involve animals on public property that represent a life-threatening hazard to the animal and/or the general public. A call shall be deemed an emergency between the hours of 7:00 PM and 8:00am Monday through Thursday and from 7:00pm Friday to 8:00am Monday. Responses during these hours will result in a charge of \$60.00 per call.
6. Supervision of humane trapping of wild and stray animals on public property with no additional fee. In the event that animals must be trapped on private property and additional fee of \$60.00 trap rental and \$60.00 service and removal fee payable in advance shall be born by the owner of the property. Trapping services are available Monday through Friday. There will be no trapping on weekends.
7. Removal of visible wildlife from private homes will be available at a fee of \$60.00 payable by the homeowner.
8. Dead animals on public streets will be removed and disposed of in a professional, dependable, and timely manner during regular business hours up to 4:00 PM for no additional charge. This does not include owned or licensed animals that have been killed on public property. The cost for this removal shall be the responsibility of the owner. The Borough Administrator or Borough Clerk will designate a location in the borough for the disposal of the deceased animals picked up by the animal control officer.

9. All licensed animals impounded from public property will be held, owners contacted, and animals returned. Municipal fees or fines will be collected from the owners and forwarded to the proper agency in the Borough.
10. The Borough shall provide a list of all licensed animals.
11. There will be no provision for Tyco's facility to accept unwanted animals from owners. The only animals to be impounded at our facility will be those actually caught by the animal control officer.
12. Rabies suspect specimens will be prepared at no additional cost, and transported to Bergen County Health when necessary. If a situation arises when the specimen has to be taken to Trenton, a private courier service will be used. In the case of a bite to a human it is the responsibility of that individual to assume the cost for transport. In other situations, the municipality is responsible for the charges of transportation to Trenton. (Currently about \$180.00)
13. Either Party may terminate this contract for any reason upon 90 days written notice to the non-terminating or other party.
14. Assist the Borough Clerk with licensing follow up, issue summons and appear in court on behalf of the Borough.
15. If Tyco must intercede in an emergent situation that causes Tyco to take in and house an unusual number of animals (more than 15), or a circumstance that causes Tyco to provide extraordinary scope of services above and beyond normal animal control an additional fee to cover time and expenses will be borne by the contracting municipality. This fee will be discussed and agreed upon at the onset of the particular circumstance.

\_\_\_\_\_  
Borough of Montvale

\_\_\_\_\_  
Date

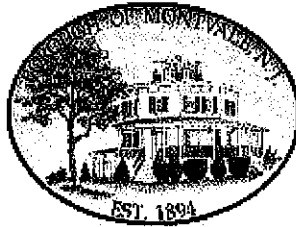
  
\_\_\_\_\_  
Tyco Animal Control Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

-End-



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 31-2018**

**RE: Award Professional Service Contract Administrative Agent for the Borough consistent with N.J.A.C. 5:80-26.14 and to coordinate the affirmative marketing, review and approval of the sale and rental of affordable units in the Borough of Montvale/Piazza & Associates, Inc.**

**WHEREAS**, the Borough of Montvale requires the services of an experienced, qualified agency to serve as Administrative Agent for the Borough consistent with N.J.A.C. 5:80-26.14 and to coordinate the affirmative marketing, review and approval of the sale and rental of affordable units in the Borough of Montvale, and the income qualification of the applicants who seek to reside in such units; and

**WHEREAS**, such services have previously been provided to the Borough by the Bergen County Housing Authority, which has advised the Borough that it will no longer be providing such services in connection with affordable rental units in the Borough and future sale units; and

**WHEREAS**, the Borough is in receipt of a proposal from Piazza & Associates, Inc., 216 Rockingham Row, Princeton Forrestal Village, Princeton, New Jersey 08540 to perform such services as is more particularly detailed in a document entitled, "Proposal Submitted To The Borough of Montvale, Bergen County, New Jersey, which is hereto attached to the original of this resolution; and

**WHEREAS**, said services constitute a professional service under the Local Public Contracts Law; and

**WHEREAS**, the Chief Financial Officer of the Borough has certified that funding is available for such services.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Montvale that it does hereby approve the aforesaid proposal with Piazza & Associates, Inc. for a one (1) year period in accordance with the draft Contract, provided that Piazza & Associates, Inc. submits documentation consistent with N.J.S.A. 19:44A-8 and 16 that it has not made a reportable contribution to any candidate for local office in Montvale or any political committee in the Borough; and

**BE IT FURTHER RESOLVED** that Mayor Michael Ghassali and Borough Clerk/Administrator Maureen Iarossi-Alwan be and are hereby authorized to execute the Contract on behalf of the Borough.

| Councilmember | Motion | Second | Yes | No | Absent | Abstain | No Vote |
|---------------|--------|--------|-----|----|--------|---------|---------|
| Arendacs      |        |        |     |    |        |         |         |
| Curry         |        |        |     |    |        |         |         |
| Gloeggler     |        |        |     |    |        |         |         |
| Koelling      |        |        |     |    |        |         |         |
| Lane          |        |        |     |    |        |         |         |
| Weaver        |        |        |     |    |        |         |         |

Adopted: January 9, 2018

ATTEST:

APPROVED:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

\_\_\_\_\_  
Michael Ghassali  
Mayor

Piazza & Associates  
Affordable Housing Services

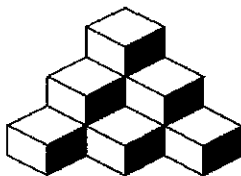
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Proposal

submitted to

The Borough of Montvale  
Bergen County, New Jersey

2018



## BACKGROUND

The Borough of Montvale (the "Borough") is responsible for the compliance monitoring of residential units in that municipality, which were or are being developed to help the Borough satisfy its affordable housing obligation as defined by the New Jersey Fair Housing Act (NJFHA) and regulated by the Uniform Housing Affordability Controls N.J.A.C. 5:80-26.1 et seq. (UHAC), as well as applicable local ordinances (hereafter, collectively referred to as the "Regulations"). Among other things, the Regulations govern the affirmative marketing, accessibility, unit mix, rental rates, sales prices, income qualifications of the renters and buyers of the affordable units.

The Borough is seeking an experienced, qualified agency or entity to coordinate the affirmative marketing, review and approve the sale and rental of the affordable homes and the income qualifications of the applicants. By way of this document, Piazza & Associates, Inc. ("P&A"), an experienced firm that provides such affordable housing services, proposes to function as the Administrative Agent for the Borough (N.J.A.C. 5:80-26.14) with respect to those units not otherwise administered by the Housing Authority of Bergen County, to:

1. Implement the Affirmative Marketing Plan for the Borough in accordance with N.J.A.C. 5:80-26.15.
2. Prepare an Operating Manual for the Administration of Affordable Housing and Controls for submission to the Borough, in accordance with N.J.A.C. 5:80-26.1 et seq.
3. Establish a database of applicants for affordable housing.
4. Implement a randomization process of the prequalified applicants.
5. Certify all applicants of affordable housing according to the Regulations.
6. Establish and maintain affordability controls and enforcement powers, in compliance with the regulations set forth in N.J.A.C. 5:80-26.1 et seq.
7. Provide annual and monthly reports as may be required to a designated authority.

## **SCOPE OF SERVICES**

Specifically, Piazza & Associates will provide the following services under this proposal.

### **A) Consulting Services**

1. P&A will share its extensive expertise in the monitoring and compliance of affordable housing with the Borough so as to assist it in the planning and development of affordable units in the municipality.
2. P&A will consult with the Borough to assist in the development of policies and best practices in the administration of affordable units and the development of an operating manual that sets forth the procedures to implement those policies and practices.

### **B) Preliminary Application Services**

1. P&A will assist the Borough with the development of an Affirmative Marketing Plan and implement that plan relative to specific projects that contain affordable housing units.
2. P&A will develop a complete set of application documents specifically designed to meet the requirements of the Regulations, including a Preliminary Application for Affordable Housing, a Final Application for Affordable Housing, Income Verification Forms and other such forms as may be required by the Regulations.
3. P&A will make applications available through the New Jersey Housing Resource Center ([www.NJHousing.gov](http://www.NJHousing.gov)), for direct downloading on its own website ([www.HousingQuest.com](http://www.HousingQuest.com)), at the municipal building and other such places as may be required. The application and other information can also be made available to be linked from the Borough web site if desired by the Borough.
4. P&A will mail Preliminary Applications upon request, and answer questions, via telephone and e-mail, as needed. A special e-mail address will be established that will be dedicated to the affordable housing services of the Borough.
5. P&A will collect all of the Preliminary Applications, and process such applications as necessary, keeping a complete record of the information, and responding to all applicants appropriate to their submission. Applications will be subject to random selection as may be required by the Regulations, but P&A will maintain the priority order of applicants (waiting list) once the applicants have been subject to a random selection process.

6. P&A will provide to the Borough, the Owners and Managers a list of available pre-qualified applicants by unit type as needed.
7. Upon notification that units are or will be available, P&A will send notices and final applications to a representative number of prequalified applicants, who will be asked to contact the Owner or its agent, and, at the same time, to submit the final application to Piazza & Associates.
8. P&A will complete a review of the final application and notify both the applicant and the Owner or its agent as to the status of that application, i.e., Approved, Not Approved or Incomplete.

#### **C) Sales Units**

1. P&A will determine the maximum re-sales prices for the Owner - Seller and certify to the Borough that said price is in compliance to the Regulations.
2. P&A will coordinate a process to notify potential purchasers of an available unit and determine the priority order of interested parties.
3. P&A will determine the eligibility of prospective buyers and certify the applicant with respect to their adherence to all income limitations as set forth in the Regulations, and notify the Owner accordingly with a written certification.
4. P&A will work with Township's legal counsel to provide the form of documentation and coordinate the execution and recording of the documentation (Certification, Deed, Mortgage and Note and other such documents that may be required by the Regulations) for the closing and transfer of title, necessary to maintain the affordable housing restrictions, as required by the Regulations.
5. P&A will maintain accurate records of the status of all certification and recertification work on an ongoing basis.
6. P&A will provide compliance reports to the Borough and regulatory agencies as necessary.

#### **D) Rental Units**

1. On an annual basis, P&A will inform the Landlord of the rental rates for the Affordable Units that are in compliance with the Regulations and viable relative to local market conditions.
2. P&A will certify to the Borough that the rental rates for the Affordable Units are in compliance to the Regulations.
3. P&A will provide a written certification form to the Manager for all approved applications, and ask the Manager to return the certification forms, signed by the applicant, together with a copy of the lease agreement.
4. P&A will communicate the status of the compliance plan to the Manager and the Borough on an ongoing basis, and be available to meet with representatives of both as reasonable and appropriate.
5. P&A will maintain accurate records of the status of all certification work on an on-going basis.
6. P&A will provide compliance reports to the Borough and regulatory agencies as necessary.

#### **E) Proposal Requirements and UHAC Regulations**

Notwithstanding anything herein to the contrary, P&A will provide all services required of an Administrative Agent pursuant to the Uniform Housing Affordability Controls (N.J.A.C 5:80-26.14(a)).

### **TERMS AND CONDITIONS**

**A. Contract Administration:** All work performed by P&A under this proposal shall be accomplished in close consultation with and under the direction of the Borough or its designee. Although we envision that the bulk of the work described in the Scope of Services, herein, will be done from its main office, P&A will be available to meet with applicants in the Borough by appointment. Depending on the demand, P&A will schedule regular local hours.

**B. Professionalism:** At all times, P&A will endeavor to maintain a sense of professionalism with respect to the services performed on behalf of the Borough.

**C. Implementation of Services:** P&A will begin the implementation of its services immediately upon the approval of the Borough and receipt of a signed engagement letter or contract with the Borough.

**D. Confidentiality:** All data provided by the Borough, the Owner and its applicants will be considered strictly confidential and shall be used solely for the purposes delineated in this proposal. Likewise, the materials developed by P&A on behalf of the Owner and/or the Borough shall be considered proprietary and may only be used by the Owner and/or Borough for its own affordable housing endeavors in the future.

**E. Insurance:** P&A, Inc. will provide for itself and at its own expense Professional Liability Errors and Omission Insurance coverage with a limit of liability of one million dollars (\$1,000,000).

**F. Files and Documentation:** P&A will look to the Borough or Owner (as applicable) to provide files, documents and notices necessary for it to implement its compliance services.

**G. Certain Services Not Provided Herein:** Under this proposal, P&A shall not be responsible for:

1. The obligation of the Borough to meet its affordable housing obligation aside from the certifications as provided in the Scope of Services herein for the units administered by P&A;
2. Any additional requirements set forth by COAH, its successor, the Courts or any other regulatory agency or entity that represent a material change in the services necessary to comply with the Regulations; and
3. All legal and real estate related services associated with the rental or sale and transfer of an affordable property, including, but not limited to compliance to Federal and State Fair Housing laws.

**H. No Financial Interest:** P&A certifies and warrants that it has no financial interest in the units in the Borough that are restricted under the Regulations.

### TERM

The term of this Agreement shall be one (1) year, commencing January 1, 2018. The Agreement is renewable for successive terms and can be terminated at the discretion of the Borough with 60 days written notice without cause.

## COMPENSATION

In return for its compliance efforts (as detailed in the Scope of Services above), P&A will be compensated as follows:

- CONSULTING, LIST MAINTENANCE, AND RESPONDING TO INQUIRIES: \$300 per month to be paid by the Borough;
- EXISTING UNITS / RE-SALES: \$700 per resale certification fee to be paid by the seller upon transfer of title;
- EXISTING UNITS / RE-RENTALS: \$450 per re-occupancy certification fee to be paid by the landlord upon occupancy;
- FUTURE NEW SALE UNITS: \$400 per unit setup and marketing fee\*, plus \$800 per unit certification fee that are paid by the developer at a predetermined timetable;
- FUTURE NEW RENTAL UNITS: \$400 per unit setup & marketing fee\*, plus \$450 per unit certification fee that are paid by the developer at a predetermined timetable;
- REFINANCING: \$200 to be paid by the unit owner; and
- LIEN SATISFACTIONS: No charge.
- OTHER PROGRAMS: The cost to provide compliance services for programs, such as Accessory Apartments, Market to Affordable, etc., are contingent upon the number of units and the scope of services required for each.
- ADDITIONAL SERVICES: In the event that the Borough and/or Owner requests services in addition to the Scope of Services above, a mutually agreed upon rate for such services shall be determined prior to implementation.
- In addition to its fee, P&A shall be reimbursed by the Landlord, Owner or Borough as appropriate, for postage to residents and applicants. However, all management and compliance reports outlined above, all forms, web and e-mail services, telephone calls, travel expenses and meeting time, to a reasonable extent, shall be included in the basic fee above.

\* There is a \$3,500 minimum per project / developer fee that applies if the new unit or units require the implementation of an exclusive advertising and affirmative marketing process pursuant to the Regulations. There is no minimum fee for new units created as part of a series of units that are already marketed.

**SUBMITTED**

BY: Piazza & Associates, Inc., a New Jersey Corporation.



BY:

\_\_\_\_\_  
Frank Piazza, Jr.  
Its President

Date: December 18, 2017

**ACCEPTANCE**

Accepted on behalf of the Borough of Montvale

BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PIAZZA & ASSOCIATES, INC.

**Trade Name:**

**Address:** 216 ROCKINGHAM ROW  
PRINCETON, NJ 08540-5758

**Certificate Number:** 0632930

**Effective Date:** September 28, 1994

**Date of Issuance:** December 04, 2017

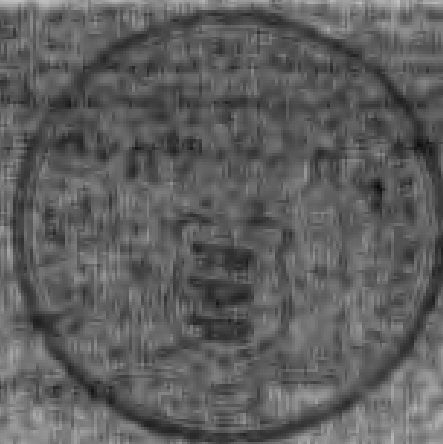
**For Office Use Only:**

20171204103559215

Certificate of Employee Information Report

REMARKS:

This report is for the use of the Bureau of the Census only. It is not to be distributed outside the Bureau. It is to be used for the purpose of providing information to the Bureau of the Census only. It is not to be used for any other purpose.



FOR THE DIRECTOR  
BUREAU OF ECONOMIC ANALYSIS  
U.S. DEPARTMENT OF COMMERCE

*[Signature]*  
Special Agent in Charge  
Bureau of Economic Analysis

## Carol Manhart

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**From:** fpiazza@piazzaanj.com  
**Sent:** Sunday, December 17, 2017 9:16 AM  
**To:** Carol Manhart  
**Cc:** Maureen Iarossi-Alwan; Lorraine Hutter  
**Subject:** Administrative Agent Proposal 2018  
**Attachments:** Word Pro - Montvale\_Prop1 2018.pdf; Business Registration Cert 171204.pdf; Certificate of Employee Information Report 2016-2023.pdf

**Importance:** High

Carol,

Received your message on Friday. I am sorry for the delay. I am attaching the proposal for 2018. There is no change in the services / charges to the Borough, but I did include a small increase in the minimum fee charged to a developer of a new project.

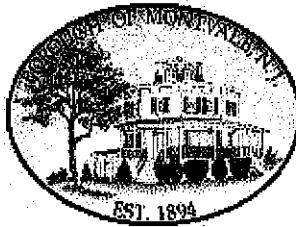
Please let me know if you have any questions or need additional information. I have jury duty this week, so, please feel free to try a text to my cell if you need something urgently: 609-509-3210.

Have a great holiday!

Thanks,  
Frank

Frank Piazza  
Piazza & Associates, Inc.  
Tel: 609-786-1100, Ext. 301  
Fax: 609-786-1105  
216 Rockingham Row  
Princeton, NJ 08540  
fpiazza@PiazzaNJ.com  
Email w VCard w Website

The information contained in this electronic message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are informed that any dissemination, copying or disclosure of the material contained herein, in whole or in part, is strictly prohibited. If you have received this transmission in error, please notify the sender and purge this message.



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 32-2018**

**RE: Mutual Aid Plan & Rapid Deployment Force Interlocal Service Agreement**

**WHEREAS**, the police departments in Bergen County have a day-to-day responsibility to provide for the security of lives and property, for the maintenance and preservation of the public peace and order; and

**WHEREAS**, Law Enforcement Officials also have a responsibility to provide for preparedness against natural emergencies, such as floods, hurricanes, earthquakes, major storms, etc., manmade causes, civil unrest, and civil disobedience such as riots, strikes, jail or prison riots, train wrecks, aircraft crashes, major fires, ethnic disorders, riots, terrorist incidents and bombings, state and national emergencies; and

**WHEREAS**, the Bergen County Police Chiefs Association has proposed a Mutual Aid Plan and Rapid Deployment Force to deal with these emergencies; and,

**WHEREAS**, this Plan will provide a uniform procedure for the coordination of the requesting, dispatching, and utilization of law enforcement personnel and equipment whenever a local law enforcement agency requires mutual aid assistance from any other jurisdiction, both contiguous and non-contiguous, in the event of an emergency, riot or disorder, in order to protect life and property; and

**WHEREAS**, it is the desire of the Mayor and Council of the Borough of Montvale to participate in a Mutual Aid Plan and Rapid Deployment Force in accordance with the plan submitted by the Bergen County Police Chiefs Association.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Montvale that the Police Department of the Borough of Montvale, under the direction of the Chief of Police, cooperate with the Bergen County Police Chiefs Association to create an Interlocal Services Agreement with all municipalities in the County of Bergen in order to put into place the Mutual Aid Plan and Rapid Deployment Force; a

**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to the County Executive, the Board of Chosen Freeholders, the County Prosecutor, the County Chief of Police, and all Bergen County Municipalities.

| Councilmember | Motion | Second | Yes | No | Absent | Abstain | No Vote |
|---------------|--------|--------|-----|----|--------|---------|---------|
| Arendacs      |        |        |     |    |        |         |         |
| Curry         |        |        |     |    |        |         |         |
| Gloeggler     |        |        |     |    |        |         |         |
| Koelling      |        |        |     |    |        |         |         |
| Lane          |        |        |     |    |        |         |         |
| Weaver        |        |        |     |    |        |         |         |

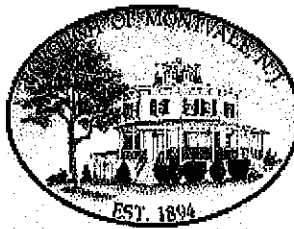
Adopted: January 9, 2018

ATTEST:

APPROVED:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

\_\_\_\_\_  
Michael Ghassali  
Mayor



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 33-2018**

**RE: A Resolution of the Borough of Montvale Renewing the Contract to Flanagan Productions, LLC, as an Extraordinary Unspecifiable Service for Website Design, Hosting and Support and Related Services**

**WHEREAS**, the Borough of Montvale is desirous of continuing the services of a professional company to redesign, host and support the Borough's website and related web applications and social media in order to better service the Borough's residents and visitors to the Borough's website; and

**WHEREAS**, such services are exempt from public bidding requirements pursuant to *N.J.S.A. 40A:11-5(a)(ii)* and *N.J.A.C. 5:34-2.1* as "extraordinary unspecifiable services"; and

**WHEREAS**, the Borough has received a proposal for the year 2018 to provide such services from John Flanagan of Flanagan Productions, LLC (the "Flanagan Proposal"), said proposal is attached to the original of this resolution; and

**WHEREAS**, the Council is therefore desirous of awarding a contract to Flanagan Productions, LLC to perform the above-referenced services for the prices and on the terms set forth in the Flanagan Proposal; and

**WHEREAS**, because the value of this contract exceeds the Borough's applicable pay-to-play threshold, it shall be awarded pursuant to the "alternative" provisions of *N.J.S.A. 19:44A-20.4*, et seq., and Flanagan Productions has provided a Business Entity Disclosure Certification and all other appropriate documentation pertaining to same.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Montvale that a contract is hereby awarded to Flanagan Productions, LLC for website design, hosting and support, and related services, for the prices and on the terms set forth in the Proposal submitted by Flanagan Productions, LLC; and

**BE IT FURTHER RESOLVED** that the pricing for this contract shall be as set forth in the Flanagan Proposal but shall not exceed \$25,000 without further authorization of the Borough Council, and shall be for a term of one (1) year.

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk, and all other appropriate officials, shall be and are hereby authorized to execute all contract documents necessary to effectuate the purposes of this resolution, subject to approval as to form by the Borough Attorney.

**BE IT FURTHER RESOLVED** that pursuant to *N.J.S.A. 40A:11-5(1)(a)(ii)*, a brief notice stating the nature, duration, service and amount of this contract shall be printed once in the official newspaper of Borough of Montvale, and said notice shall also advise the public that a copy of the final contract shall be on file and available for public inspection at the office of the Municipal Clerk.

| Councilmember | Motion | Second | Yes | No | Absent | Abstain | No Vote |
|---------------|--------|--------|-----|----|--------|---------|---------|
| Arendacs      |        |        |     |    |        |         |         |
| Curry         |        |        |     |    |        |         |         |
| Gloeggler     |        |        |     |    |        |         |         |
| Koelling      |        |        |     |    |        |         |         |
| Lane          |        |        |     |    |        |         |         |
| Weaver        |        |        |     |    |        |         |         |

Adopted: January 9, 2018

ATTEST:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

APPROVED:

\_\_\_\_\_  
Michael Ghassali  
Mayor

# Website Design & Management

**PREPARED FOR:**  
**MONTVALE NJ**

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Proposal Issued:  
12/1/2017

Proposal Valid Until:  
6/1/2018



## GovSites

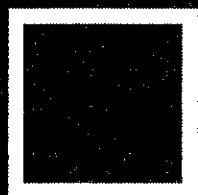
### **MAJOR NOTES:**

Pricing remains flat from 2017 - There are not increases.

We have rewritten the photography system. There are no changes to the events, but the point system has been eliminated and we now outline the dates that are being reserved for Montvale in the proposal.

We have merged the digital forms pricing and web pricing into a single proposal. The overall price remains flat, however this was an "additional item" that was added after the 2016 proposal was already submitted.

**1-888-684-5104 | [WWW.GOVSTATES.COM](http://WWW.GOVSTATES.COM) | [JOHN@GOVSTATES.COM](mailto:JOHN@GOVSTATES.COM)**



# About GovSites



## WHO WE ARE

Flanagan Productions, LLC was established in 2007, offering website design, video production, and design services. In 2016, Flanagan Productions became known as GovSites to emphasize our dedication to municipal website design and management.

In many cases, your website is the only connection that residents have with their governing body or public agency. Despite the obvious importance of this connection, it is often an afterthought in the day-to-day operations of the community. Due to the high cost of a full-time webmaster, the responsibility of updates, compliance

## WHAT WE DO

checks and design usually falls on the Clerk, Administrator, or IT Department. These professionals are often inundated with requests from the public, fellow coworkers, and regulatory commitments; leaving the municipal website overlooked and outdated.

At GovSites, we believe that there is a middle ground between a full-time webmaster and relying on municipal staff to fulfill specialized services unrelated to their jobs. We bridge the gap and provide both municipalities and residents with exceptional service and easy access to information.



# GovSites

## Top Ranked Municipal Website in Hudson County New Jersey

According to The Hudson Reporter

September 27, 2017 Hudson Reporter by Rory Pasquariello

Hudson County's most northwestern town is not only accessible via its famed junction and highways, but its less well-known municipal website. Its user interface is intuitive. Tabs at the top of the page navigate to virtually any information a resident might need, which means less searching through paragraphs and separate pages to track down what you want. A short cursor slide away from the mayor's contact information are "Financial Documents," "Municipal Ordinance," "Evening and Meetings Calendar," and other content clearly laid out.

Secaucus is the only city to publish video of its City meetings to go alongside its agendas and minutes. The website is easy to navigate and has a "How Do I?" tab to answer most questions a user might have. A nifty strip of links is always fixed to the left side of the screen, so users can access video, calendars, forms, and social media from any page.

"I had the idea to put council videos up because it's a great way to see the meetings," said Secaucus Mayor Michael Gonnelli. "Not too many show up to the meetings, so we're trying to create a people-friendly design."

Before Gonnelli took office, Secaucus contracted the same webmaster as that in Union City, Bayonne, North Bergen, and Guttenberg. When Gonnelli came on board, the town contracted a local municipal website builder to record and integrate council meeting videos into the website, and then extended the contract to build and maintain the entire page.

"More important than the design is making sure you can keep it going," said John Flanagan, of govsites.com, who manages Secaucus's website. He integrated the "How Do I?" section a year ago after analyzing user data to find that residents were spending too much time to get to simple pages. "We're constantly looking at the analytics, how people are getting to the site, what they're doing on there, and to bring content more forward," Flanagan said.

The two most important qualities for a good municipal website, according to Flanagan, are speed and accuracy. He updates Secaucus's website daily, making sure new sections conform to the design of the rest of the site. Some older sites just tack on new pages to old website builds, resulting in a visually unimpressive and confusing web experience.

"I really believe getting everything updated the same day and emergency information out quickly makes the difference between a good municipal web and a great one," Flanagan said.

Read more: Hudson Reporter - The good the bad and the broken links A ranking of Hudson County websites

Courtesy: The Hudson Reporter. Read the full story at [http://hudsonreporter.com/view/full\\_story/27479375/article-The-good-the-bad-and-the-broken-links---A-ranking-of-Hudson-County-websites-?instance=search\\_results](http://hudsonreporter.com/view/full_story/27479375/article-The-good-the-bad-and-the-broken-links---A-ranking-of-Hudson-County-websites-?instance=search_results)



# Our Team



## John Flanagan

Founder

*John has over 7 years in municipal experience. Proficient with Photoshop, Joomla, HTML, Indesign, and video editing software. He works closely with all municipalities as a consultant and clients have full access to John, including a direct email address and cell phone number.*



## Tim Ceko

Web Developer

*Tim has over 15 years in website development experience and works hard behind the scenes to bring websites to life. He has developed hundreds of websites throughout his career for both government agencies and major corporations*



## James Haggerty

Web Support

*James provides support for website updates, social media posts, and compliance checks for GovSites. James helps GovSites stick to it's promise of same day updates for content requests.*



## Tom Dickinson

Web Support

*Tom provides support for website updates, social media posts, and compliance checks for GovSites. Tom helps GovSites stick to it's promise of same day updates for content requests.*



# Management

The following pages contain all of the services that we offer for informational purposes. Visit the pricing page for specific information about what we have included in your quote. Easy add and modify services at any time.



## Unlimited Updates

GovSites provides true webmaster services; offering same day updates on most requests M-F. There is never a need to log into your website to perform updates, corrections, changes, or upload documents. A single email to GovSites will ensure that everything gets into the correct place on the site. This includes calendars, flyers, minutes, budgets, agendas, news, emergency alerts, and anything else that needs to be updated.



## Compliance

We work to meet federal section 508 compliance by building your new website with the checklist in mind.

In addition, we continue to work with you to help stay up to date for both federal and state of New Jersey best practices in website guidelines through our site management. Anyone can build a site that meets the requirements - we help to keep it that way.



## Honest Pricing

Website design and management has many different aspects to consider. Because of this, it is easy to get caught up in change orders and development fees. We take the time to build a package that works for you based on your municipality's needs.

What happens after your site launches and you need to add more pages? With GovSites management, we add them for you and ensure that the design fits the aesthetics of your entire site.



## Consistency

GovSites uses a standardized system for updating websites that will make the content consistent across all pages. By limiting access to a single management company, erroneous information is reduced by avoiding unnecessary or unauthorized changes to the website.

With a single channel of accountability, our management system gives all municipal staff a clear system for getting information on the website.



## Ongoing Design

Once your site is launched, we don't stop working. As a company that provides webmaster services, we continue to make basic design changes for the duration of the contract.

This includes the addition of pages, changing of menu items or structure. In addition to content and design changes, new functionality can be added such as opinion polls, video streaming, and integration of any new third party service added by the municipality. If new modules or software incur additional cost, we will simply pass through the actual cost.

By keeping your site up to date, it greatly increases the life expectancy of the website and reduces further development costs.



## Support Tracking

As soon as a new request is received through our email system, the requestor will automatically receive a ticket number that can be used to check on the status of request. Once the request is fulfilled, the requestor is automatically notified so that they can check to be sure that it is completed to their satisfaction.



THE INFORMATION THAT YOUR RESIDENTS WANT  
THE SERVICE THAT YOUR MUNICIPALITY NEEDS

### Site Design Options

- Document Center
- Newsfeed
- Calendar
- Dynamic Location Pages with Maps
- Directory
- Social Feeds
- Refindable Search
- Bid Solicitations
- New Document Spotlight
- Video & Media Center
- Photo Galleries
- Calendar Feeds
- Slideshow
- Emergency Call Registration\*
- Citizen Polls
- Quick Links
- Local Job Opportunities\*
- Disaster Assistance Resources\*
- State Pothole Reporting\*
- Voting Information & Poll Locator\*
- Pay A Ticket\*
- PDF Forms
- Multi-language translation
- Custom Form Fields
- Online Tax Payment\*
- Budgets & Audits
- Print & Email Site Pages
- Public Official Profiles
- Municipal Ordinances\*

- Individual Department Pages
- Department Specific Documents
- Detailed Analytics
- Ical Calendar Subscription
- Community Links
- Online Job Application - Non Encrypted
- Automatic Archiving
- Fully Responsive Website
- Mobile Friendly Design
- Mobile Click to Call Functionality
- Mobile Click to Email Functionality
- Automatic Resize For Screen
- Dynamic Menu Design
- Seasonal Background Pictures
- Social Share News & Events (Optional)
- Maps & Directions
- Easy Access to Municipal Staff

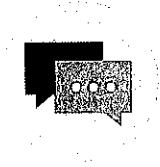
### Unlimited Updates & Management

- Newsfeed Postings
- Calendar Updates
- Menu Changes
- Document Management (minutes , agendas, etc)
- Pages Revisions & Additions
- Photo Gallery Uploads
- Job Postings
- Bid Notifications
- Directory Updates
- Flyers & Announcements
- Emergency Notifications

\*Link or module from third party service available though outside sources. May require third party subscription charges or additional fees paid to another provider.

# Additional Options

## Social Media Management



GovSites offers social media management. All Facebook posts will coincide with new website updates and drive additional traffic to the website. More importantly, GovSites performs monthly backups of the entire social media account, including all comments, shares, likes, and posts. This allows OPRA requests to be fulfilled and creates a public document for all social media activity.

## Photography

Available in most municipalities in the counties of Hudson, Bergen, Passaic, Essex, and Union. Please contact us for geographic availability.



## App Development



Reach residents and visitors alike with a municipal app. Provide residents with easy access to contact information, maps, photos, social media, and more. For visitors, GovSites can create an app that showcases local attractions and highlight upcoming events.

In addition to easy access to municipal information, the app can be used during emergencies to push information to enabled phones. By using GeoFencing, the app can reach users who are in a specific geographic area.

## Video Productions

GovSites was originally established as Flanagan Productions, LLC in 2007 offering video production for municipalities and county governments. Video complements municipal websites and helps to convey messages directly to residents or visitors including meetings, events, and community showcases.



## Digital Forms



Allow residents and visitors to submit digital forms, including signatures, through your municipal website. This includes registration forms, OPRA requests, pet registrations, and more.

By adopting Stripe as a payment method, GovSites can incorporate credit card payments with the guidance of your Finance Dept. The charge and processing fees can be passed along to requestor.



# Design

## Responsive Designs Automatically Convert Based on Screen Size

Mobile | Tablet | Desktop

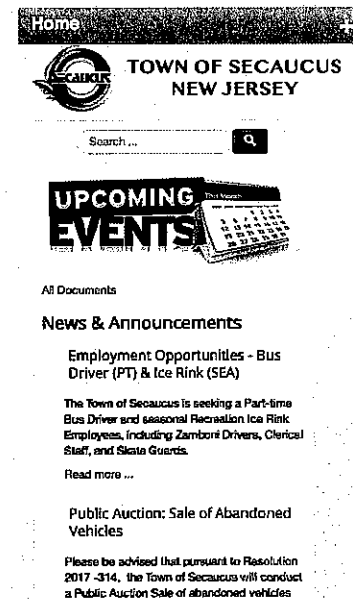


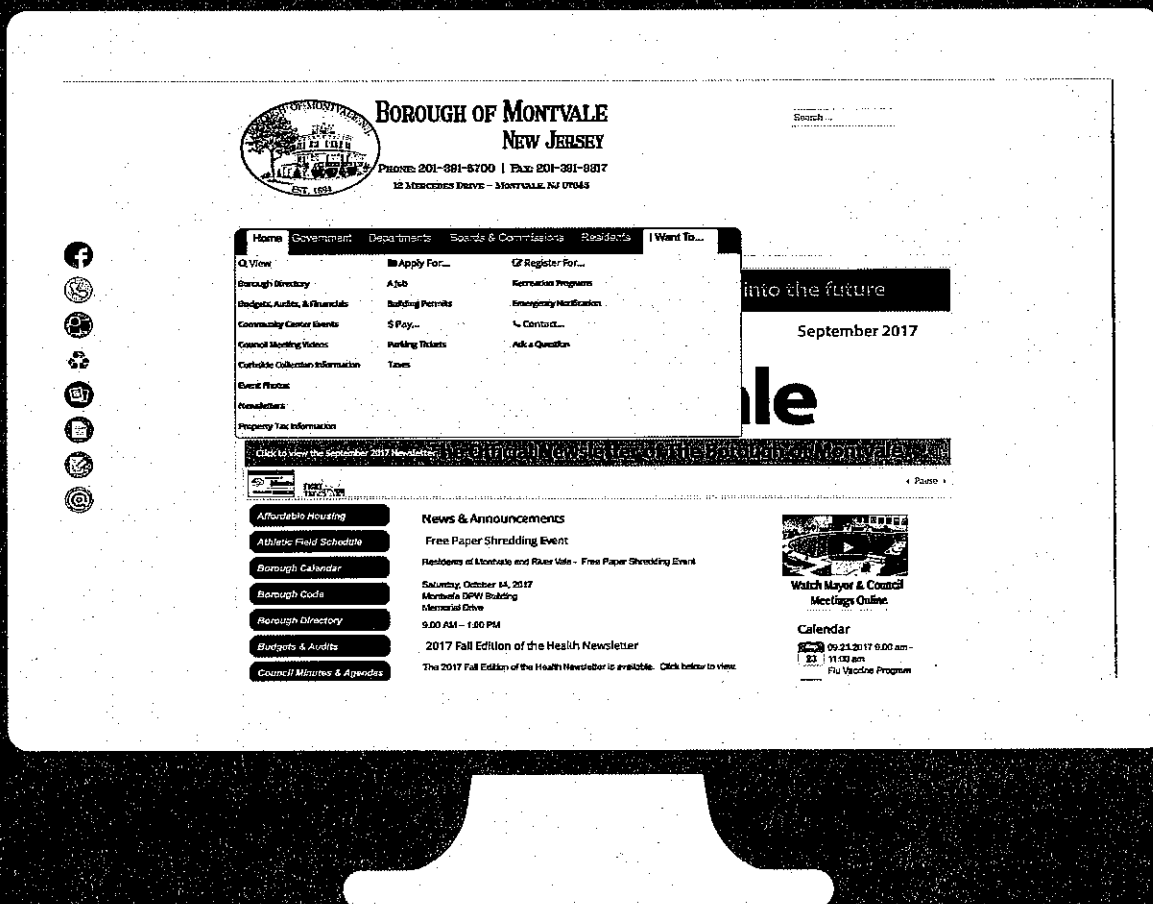
In the past 12 months, over 60% of the traffic coming to municipal websites that we manage were on mobile devices. At GovSites, we realize the importance of making the information easily accessed on all devices.

We extensively test all websites using Apple and Android devices, including tablets, small screen phones, full screen phones, and multiple computer screen resolutions to ensure the best user experience.

### Mobile Features

- Click calendar events to add them to your phone's calendar
- Restructured menu for smaller screen
- Automatic removal of non "Mobile Friendly" site aspects.
- Single information column
- Ability to integrate mobile applications.





## The Borough of Montvale



### Managed Analytics

GovSites doesn't just launch your site and move on to the next project. We stay with you for the duration of our contract and continue to work with you to ensure that your residents are getting the most out of their municipal website. To help us do this, we review the site analytics quarterly to see how people are actually using the website.



### Surveys

We believe that the municipal website should be a two way street. If you have a question, ask the residents. Simply send us an email with survey questions and we will build the survey, promote it through the website, and provide easy to read results. This is part of our management package and there are no additional costs.



### Website Consultant

On average, we receive 9-15 emails per day from each of our active municipal clients. This includes updates to the site, questions about technology, and ideas for future projects. There is never a charge for an answer to your questions, even if it doesn't necessarily apply to the website. If your municipality needs us to take on a special project beyond the scope of the website, we offer competitive rates or will help find a vendor who can help meet your goals.



Teterboro  
New Jersey

[Home](#)
[Business](#)
[Government](#)
[Departments](#)
[Residents](#)
[Visitors](#)



# Teterboro

## For Business

Teterboro is recognized by over 80 businesses as a great place to reach customers.

[Learn why](#)
[Find Available Space](#)

Learn the reasons **Choose Teterboro** for business

[Learn More](#)



**TAXES**



**LOCATION**



**TRANSIT**



**STATE INCENTIVES**

## The Borough of Teterboro



### Third Party Services

One question that we always receive when discussing new site development is in regards to third-party services. This includes tax lookup, tax payments, paying tickets online, municipal ordinances, etc. We will transition all links to third-party providers and work closely with them to ensure a smooth transition. If you have a specific feature that you would like to discuss, just let us know and we will verify compatibility.



### Document Management

GovSites makes it easy for residents and visitors to access municipal documents. This includes minutes, agendas, forms, and flyers. All documents will appear on relevant pages in addition to a central file storage area.

As part of our compliance checks, GovSites will convert all new scanned PDFs for you.



### Site Ownership

GovSites uses an open platform to develop our sites. This means that if you decide that we aren't a good fit for your municipality, we will provide you with your site files upon conclusion of our contract and you are welcome to begin using your own hosting and management to deliver information to residents. Our service speaks for itself and we do not need to lock your investment in our own branded software.



## TOWN OF SECAUCUS NEW JERSEY



Home Government Department Resident How Do I

You are here: Home

Search



Click to view photos from the Police Station Dedication

Photo Gallery

Page

### Quick Links

Town Directory

Community Calendars

Municipal Ordinances

Council Meeting Video

### News & Announcements

#### Employment Opportunities - Bus Driver (PT) & Ice Rink (SEA)

The Town of Secaucus is seeking a Part-time Bus Driver and seasonal Recreational Ice Rink Employees, including Zamboni Drivers, Clerical Staff, and Skate Guards.

Read more ...

### UPCOMING EVENTS

#### Meetings & Events

09.22.2017 7:00 pm - 10:00 pm

Wine and Paint Party

Out of the Cafecakes

## The Town of Secaucus



### Active Calendar

GovSites manages all municipal calendars with the ability to add items, documents, and other supporting information. Calendar events can be added to individual calendars or shared calendars, with the ability to publish documents, documents, and other information with your website.



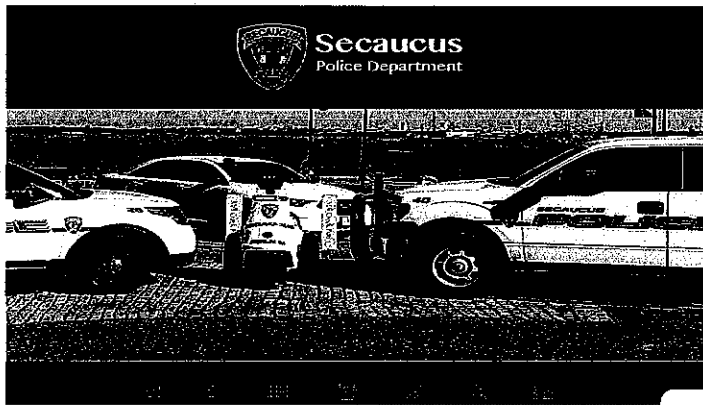
### Ongoing Security

We typically log into each municipal website at least once weekly. As a result, we quickly identify security vulnerabilities and can address them before they become a problem. Additionally, we offer security audits of the entire municipal website, ensuring no security holes exist. Our website security is the most of its kind.

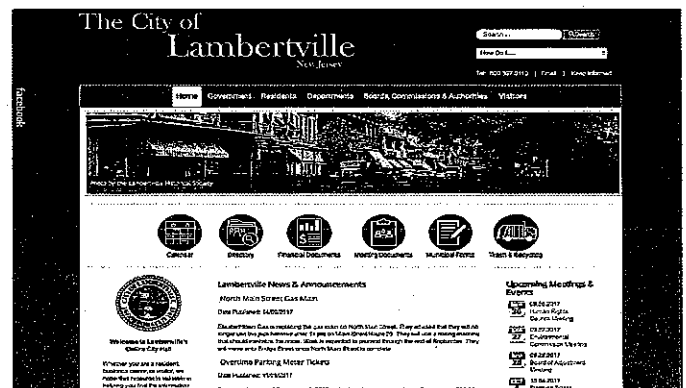


### Department Pages

Every department will receive their own page on the website, making it easier for residents and visitors to access department information. We work closely with the department heads or managers to bring the information up to date. Consider us a partner in the management of the website, making it a valuable tool for the department. We will keep you posted about any updates or information for ongoing updates and website information.



## Secaucus Police Department

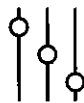


## The City of Lambertville



### Sub Sites

There are certain circumstances where the main municipal site will not work for every department. Whether it be for compliance when dealing with Commissions or simply too much information to effectively convey on the municipal site, GovSites works with the municipality and departments to develop a sub site at a discounted rate.



### Management

Management for sub sites works the same as the main municipal site. An email to GovSites gets the site updated. In most cases, the update is completed same day Monday - Friday for content changes. The cost of management varies based on the specifications of the requirement.



### Design

GovSites works closely with the municipal department, Board, or Commission when it comes to the design of their sub site. This includes on-site meetings, conversion of information, and in-depth testing similar to the main municipal website. We work to ensure that the site can be reached on any device being used to access the information.



# Financial Information

## Newsletter

Newsletter details as follows:

- The newsletter is being provided at no charge.
- All content must be received by the 15th of the month.
- The newsletter will be ready by the 1st of the month if approved no later than the 25th of the month.
- The newsletter will only be edited by John Flanagan therefore in the event of time off, newsletter delivery may be delayed\*.
- GovSites Provides design services only. GovSites does not provide any content or proofreading services. It is the responsibility of The Municipality to proofread and supply all content.

## The Website Build

The Montvale Website does not require any major updates for 2018. There are no build fees associated with this proposal.

## The Website Management

- Unlimited content updates including calendar, news, documents, and inline content changes (directory, phone numbers, etc)
- Same-day updates (M-F) for content changes listed above
- Ongoing site builds, including page additions, new features (some fees may apply for subscription based requests) and consulting.
- Managed analytics to detail website usage insight and provide site updates to improve overall user experience.
- General web consulting and meetings upon request.
- Document conversions for compliance and ongoing reminders for required site documents.
- Monthly site backups and ongoing security checks.
- Social Media matching web posts
- Monthly social media archiving.

# Digital Forms

Digital form management for recreation registration (including payment), summer camp registration (including payment), ask a question section, and option for expansion to other municipal departments.

## Photography

Photography is the same price for 2018, however the format has changed. Below is a list of events that have been included with the photography rates.

- Tree Lighting
- Cleanup Day
- Easter Egg Hunt
- Halloween Carnival
- Memorial Day Parade
- Day in the Park
- Street Fair
- Flex Day (May be used for ceremonies, etc)

Rates are for date reservations and any date changes are subject to availability. Rescheduling will always be attempted, but refunds are not provided for canceled or rescheduled events that we can not accommodate. Flex day is subject to availability.

**Pricing - All Inclusive for services listed on prior page.**

**\$18,948**

Invoices are submitted for payment in equal monthly installments of \$1579.

This pricing represents no increase from 2017 or 2016. We have merged forms and web management into a single proposal.

## Additional Options

**Secondary Sites (police, fire, etc)\*:** \$1200/year

**Major site overhaul or redesigns:** \$135 / hour - note: new pages, navigation, and features are already included in monthly fees.

\* Starting price

\*\*Basic forms are already included. This indicates forms with online payments and database services

# Common Questions

## What if we don't want management?

Management is included for the first year with all of our packages. In most cases, our cost to build and manage for the first year is competitive with "build only" providers.

We require management for the first year because it will ultimately help you transition from your current website. In addition, management often saves money because we offer options to continue the build process long after the initial launch, meaning that requests that would normally result in change orders.

The inclusion of management allows us to review analytics after your website launches to get a better understanding of how people are using the site to recommend and implement navigational improvements.

After the first year, you are welcome to discontinue management and transition to a hosting and support only plan.

## How long does it take to build the website?

There are many factors that impact the time to launch. We begin with a goal of launching within 12 weeks; however, each project is different and the needs of the community greatly affect the launch date.

After our initial meeting to discuss the project specifications, we will be able to give an estimated launch date.

Some considerations when discussing the launch date include the following questions:

- Is the current content up to date?
- Will you be using one of our suggested designs or requesting a custom layout?
- Does your content meet Section 508 Requirements?
- Will we be working with a website committee?

## Do you have the staff to manage our website? What happens if you get too large?

We absolutely have the staff to manage your website. You will work with a small team of content managers and developers to keep your website up to date. To help ensure that you get the service that you expect, we offer same-day guarantees for regular content updates such as news, calendar posts, documents, and basic text changes. If we do not complete an update that was received by 4 pm M-F excluding holidays, you will receive a full credit for that day's management.

We are a small business and proud of that fact. Because of this, we control our own destiny and will never get "too large". We invite you to reach out to any of our current clients to get a better understanding of our dedication.

## Notes

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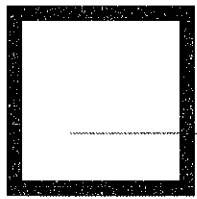
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# References

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LEARN FIRST HAND HOW WE TRANSFORMED COMMUNITY  
PUBLIC OUTREACH

Our clients are happy to tell you about the difference that we made in their community website management. Please reach out to anyone we have worked with to receive an unbiased assessment of our performance.

**When speaking to our clients, please note that most still know GovSites as Flanagan Productions, LLC.**

**Additional references are provided upon request**



### **Town of Secaucus**

**Gary Jeffas**  
*Administrator*

*GJeffas@Secaucus.net*  
*201-330-2000*

### **Secaucus Services**

Website Design  
Website Management  
Video Production  
Photography  
Social Media Management  
Graphic Design  
App Development  
Technology Consulting  
Digital Forms



### **Borough of Teterboro**

**Nick Saros**  
*Business Manager*

*Ssaros@teterboronj.org*  
*201-288-7200*

### **Montvale Services**

Website Design  
Website Management



### **City of Lambertville**

**Cindy Ege**  
*City Clerk - Website Committee*

*cityclerk@lambertvillenj.org*  
*609-397-0110*

### **City of Lambertville**

Website Design  
Website Management  
Digital Forms  
Email Management



# Required Documentation

## BUSINESS REGISTRATION CERTIFICATE

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE |                                    | DEPARTMENT OF TREASURY/<br>DIVISION OF REVENUE<br>PO BOX 142<br>TRENTON, NJ 08646-0252 |
|----------------------------------------------------------|------------------------------------|----------------------------------------------------------------------------------------|
| TAXPAYER NAME:<br><b>FLANAGAN PRODUCTIONS LLC</b>        | TRADE NAME:                        |                                                                                        |
| ADDRESS:<br><b>75 FIRST AVENUE<br/>SECAUCUS NJ 07094</b> | SEQUENCE NUMBER:<br><b>1872818</b> |                                                                                        |
| EFFECTIVE DATE:<br><b>05/08/14</b>                       | ISSUANCE DATE:<br><b>05/08/14</b>  |                                                                                        |
| FORM BRC<br>104-031-1283048V                             |                                    | <i>James J. [Signature]</i><br>Director<br>New Jersey Division of Revenue              |

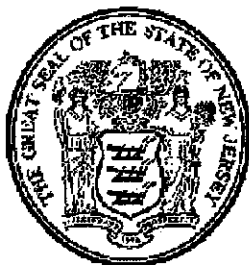
This Certificate is NOT assignable or transferable. It must be continuously displayed at above address.

### NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF REVENUE AND ENTERPRISE SERVICES

#### CERTIFICATE OF FORMATION

**FLANAGAN PRODUCTIONS LLC**

**0400654209**



*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed my  
Official Seal at Trenton, this  
23th day of April, 2014*

*[Signature]*

**Andrew P. Sidamon-Eristoff**  
State Treasurer

Certification# 132034935

Verify this certificate at

[https://www1.state.nj.us/TY1R\\_StandingCert/ISP/Ventty\\_Cert.jsp](https://www1.state.nj.us/TY1R_StandingCert/ISP/Ventty_Cert.jsp)

Notations: Flanagan Productions, LLC is registered with The State of NJ with an alternate name of GovSites. Flanagan Productions, LLC was established in 2014 during a restructuring as an LLC of Flanagan Productions which was established in 2007.

# Required Documentation

## EMPLOYEE INFORMATION REPORT

Certification 51690

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-OCT-2019 to 15-OCT-2020

**FLANAGAN PRODUCTIONS**  
**75 FIRST AVE.**  
**SECAUCUS**

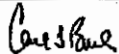
NJ 07094

  
Andrew P. Blawie  
State Treasurer



# Required Documentation

## PROFESSIONAL LIABILITY INSURANCE

| ACORD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            | CERTIFICATE OF LIABILITY INSURANCE                                                                                            |                                                                                                                                                                | DATE (MM/DD/YYYY)                                                                                                                                                      |                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                                                                                                                               |                                                                                                                                                                | 01/03/2017                                                                                                                                                             |                                                                     |
| <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b>                                                                                   |            |                                                                                                                               |                                                                                                                                                                |                                                                                                                                                                        |                                                                     |
| <b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b>                                                                                                                                               |            |                                                                                                                               |                                                                                                                                                                |                                                                                                                                                                        |                                                                     |
| <b>PRODUCER</b><br>Hiscox Inc.<br>520 Madison Avenue<br>32nd Floor<br>New York, NY 10022                                                                                                                                                                                                                                                                                                                                                                                                         |            | <b>CONTACT</b><br>NAME:<br>PHONE (A/C, No. Ext.): (888) 202-3007<br>FAX (A/C, No.):<br>E-MAIL: contact@hiscox.com<br>ADDRESS: |                                                                                                                                                                | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Hiscox Insurance Company Inc<br>NAIC #: 10200<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |                                                                     |
| <b>INSURED</b><br>Flanagan Productions, LLC DBA Govsites<br>75 1st Ave<br>Secaucus, NJ 07094                                                                                                                                                                                                                                                                                                                                                                                                     |            |                                                                                                                               |                                                                                                                                                                |                                                                                                                                                                        |                                                                     |
| <b>COVERAGES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            | <b>CERTIFICATE NUMBER:</b>                                                                                                    |                                                                                                                                                                | <b>REVISION NUMBER:</b>                                                                                                                                                |                                                                     |
| <b>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</b> |            |                                                                                                                               |                                                                                                                                                                |                                                                                                                                                                        |                                                                     |
| <b>INSR</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>LTR</b> | <b>TYPE OF INSURANCE</b>                                                                                                      | <b>ADDL SUBR</b>                                                                                                                                               | <b>POLICY NUMBER</b>                                                                                                                                                   | <b>POLICY EFF</b>                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            | <b>COMMERCIAL GENERAL LIABILITY</b>                                                                                           | <b>INSR</b>                                                                                                                                                    |                                                                                                                                                                        | <b>POLICY EXP</b>                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR                                                           | <b>INSR</b>                                                                                                                                                    |                                                                                                                                                                        | <b>MM/DD/YYYY</b>                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            | <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>                                                                                     |                                                                                                                                                                |                                                                                                                                                                        | <b>LIMITS</b>                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC                               |                                                                                                                                                                |                                                                                                                                                                        | EACH OCCURRENCE \$                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            | <input type="checkbox"/> OTHER:                                                                                               |                                                                                                                                                                |                                                                                                                                                                        | DAMAGE TO RENTED PREMISES (Ea occurrence) \$                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                                                                                                                               |                                                                                                                                                                |                                                                                                                                                                        | MED EXP (Any one person) \$                                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                                                                                                                               |                                                                                                                                                                |                                                                                                                                                                        | PERSONAL & ADV INJURY \$                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                                                                                                                               |                                                                                                                                                                |                                                                                                                                                                        | GENERAL AGGREGATE \$                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                                                                                                                               |                                                                                                                                                                |                                                                                                                                                                        | PRODUCTS - COM/OP AGG \$                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                                                                                                                               |                                                                                                                                                                |                                                                                                                                                                        | \$                                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                                                                                                                               |                                                                                                                                                                |                                                                                                                                                                        | COMBINED SINGLE LIMIT (Ea accident) \$                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            | <b>AUTOMOBILE LIABILITY</b>                                                                                                   |                                                                                                                                                                |                                                                                                                                                                        | BODILY INJURY (Per person) \$                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            | <input type="checkbox"/> ANY AUTO                                                                                             |                                                                                                                                                                |                                                                                                                                                                        | BODILY INJURY (Per accident) \$                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            | <input type="checkbox"/> ALL OWNED AUTOS                                                                                      | <input type="checkbox"/> SCHEDULED AUTOS                                                                                                                       |                                                                                                                                                                        | PROPERTY DAMAGE (Per accident) \$                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            | <input type="checkbox"/> HIRED AUTOS                                                                                          | <input type="checkbox"/> NON-OWNED AUTOS                                                                                                                       |                                                                                                                                                                        | \$                                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                                                                                                                               |                                                                                                                                                                |                                                                                                                                                                        | \$                                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            | <b>UMBRELLA LIAB</b>                                                                                                          | <input type="checkbox"/> OCCUR                                                                                                                                 |                                                                                                                                                                        | EACH OCCURRENCE \$                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            | <b>EXCESS LIAB</b>                                                                                                            | <input type="checkbox"/> CLAIMS-MADE                                                                                                                           |                                                                                                                                                                        | AGGREGATE \$                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            | <input type="checkbox"/> CED <input type="checkbox"/> RETENTION \$                                                            |                                                                                                                                                                |                                                                                                                                                                        | \$                                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                          | <input type="checkbox"/> Y <input type="checkbox"/> N                                                                                                          |                                                                                                                                                                        | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            | <b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b> (Mandatory in NH)                                            | <input type="checkbox"/> N/A                                                                                                                                   |                                                                                                                                                                        | E.L. EACH ACCIDENT \$                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            | <b>DESCRIPTION OF OPERATIONS below</b>                                                                                        |                                                                                                                                                                |                                                                                                                                                                        | E.L. DISEASE - EA EMPLOYEE \$                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                                                                                                                               |                                                                                                                                                                |                                                                                                                                                                        | E.L. DISEASE - POLICY LIMIT \$                                      |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            | Professional Liability                                                                                                        | N                                                                                                                                                              | UDC-1876605-EQ-16                                                                                                                                                      | 12/29/2016 12/29/2017                                               |
| Each Claim: \$ 500,000<br>Aggregate: \$ 500,000                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                                                                                                                               |                                                                                                                                                                |                                                                                                                                                                        |                                                                     |
| <b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b><br>John Flanagan                                                                                                                                                                                                                                                                                                                                     |            |                                                                                                                               |                                                                                                                                                                |                                                                                                                                                                        |                                                                     |
| <b>CERTIFICATE HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |                                                                                                                               | <b>CANCELLATION</b>                                                                                                                                            |                                                                                                                                                                        |                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                                                                                                                               | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |                                                                                                                                                                        |                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                                                                                                                               | AUTHORIZED REPRESENTATIVE<br>                                              |                                                                                                                                                                        |                                                                     |

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ACORD 25 (2014/01)

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# Terms & Conditions



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## PAYMENT TERMS

1. Payment for initial design shall be invoiced at three milestones throughout the design process. An initial \$1900 payment shall be due upon conclusion of the initial design meeting. The second \$1900 payment shall be due upon delivery of the website for internal testing. The final \$1700 payment shall be due upon public launch or within 8 weeks of the internal launch, whichever comes first.
2. Monthly service charges (equal monthly payments of the yearly total) begin at the internal launch and shall continue for no less than 12 months following the internal launch at which time it will automatically renew for an additional 12 months at a rate noted on the pricing page.
3. Monthly invoices are submitted on the 1st of each calendar month and are due within 60 days of submission.



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## GENERAL TERMS - APPLIES TO BOTH WEB & VIDEO CONTRACTS

1. Liability is limited to the amount paid by the municipality.
2. Hosting is guaranteed up 99% of the time when normalized across a standard calendar month. If the website is unavailable as a result of hosting failure for more than 1% of a given month, Govsites will provide a full refund for the hosting portion of that month's bill (\$45). Refund shall be limited to the amount paid for hosting.
3. GovSites provides same updates for most requests same day. This is not a guarantee expressed or implied.
4. GovSites checks municipal websites for state and federal requirements throughout the duration of the contract, however compliance is not guaranteed as it is not possible for any company to ensure 100% compliance at all times. If noncompliance is discovered, Govsites will make every effort to rectify in a timely fashion.
5. Website design includes up to 3 meetings during website development and up to 3 meetings ongoing throughout the year term of a contract. Additional meetings on-site shall be billed at development rates.
6. Design rate is based on a minimum management agreement of no less than 12 months. Should contract be canceled with less than 12 payments for monthly service, a design surcharge of 10% on development fee shall be due per month.
7. Backups to social media are taken at least once per month. There is no guarantee that posts made between backups will be secured.
8. All details described in this proposal shall serve as additional terms.
10. GovSites does not provide subtitle services. If subtitles are required, municipality responsible for transcription and delivery.
11. GovSites is not responsible for technical limitations and technical errors. Maximum credits are equal to the amount paid for the service interruption (monthly service fee normalized to the time of loss)
12. GovSites requires 7 business days advanced noticed for televised meeting coverage.
13. GovSites requires on-site sound system with accessible line out for direct sound.
14. Municipality responsible for obtaining, transferring, and registering of domain name. Govsites will assist with all technical aspects.
15. Municipality responsible for supplying terms and conditions for website usage and privacy policies in accordance with GovSites usage.
16. Municipality responsible for supplying all site content.

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## HOLD HARMLESS

Client shall defend, indemnify and hold harmless Flanagan Productions, LLC DBA GovSites, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of services provided

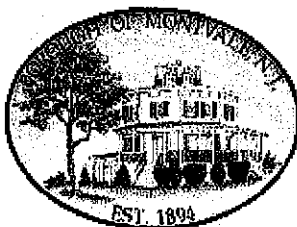
Flanagan Productions, LLC DBA GovSites will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the customer.

**GovSites**

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GovSites - [www.GovSites.com](http://www.GovSites.com) - 888-684-5104 - [John@GovSites.com](mailto:John@GovSites.com)



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 34-2018**

**RE: A Resolution To Appoint A Health Benefits Consultant Relative To The Borough's Membership In The Bergen Municipal Employee Benefits Fund (BMED) Commencing January 1, 2018**

**WHEREAS**, the **BOROUGH OF MONTVALE** (hereinafter, the Municipality) is a member of the **Bergen Municipal Employee Benefits Fund (BMED)** and the **Municipal Reinsurance Health Insurance Fund (MRHIF)** collectively referred to as, the Funds, for the Borough's Employee Health Benefits Program, which includes medical, prescription and dental coverage's; and

**WHEREAS**, the bylaws of said Funds require the Municipality appoint a **HEALTH BENEFITS CONSULTANT** to perform the various functions and professional services integral to the effective operation of the Municipality's Employee Health Benefits Program; and

**WHEREAS**, the Board of Fund Commissioners for the BMED established a fee for such services based upon the Municipality's assessment, which expenditure represents reasonable compensation for the services required and is a part of the Municipal Assessment promulgated by the Fund's; and

**WHEREAS**, the Municipality has conducted a solicitation process to review and evaluate the credentials, services, performance and integrity of several professional firms experienced in these types of services; and

**WHEREAS**, the judgmental nature of the Health Benefits Consulting duties and the fact the service will be performed by personnel authorized by law to practice a recognized profession that is regulated by law, renders comparative bidding impractical;

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council does hereby appoint **PIA Security Programs Inc.** as its Health Benefits Consultant in accordance with the Fund's bylaws; and

**BE IT FURTHER RESOLVED**, that in accordance the **HEALTH BENEFITS CONSULTANT** shall receive as compensation as outlined as indicated the attached agreement; and

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute the Health Benefits Consultant's Agreement attached to the original of this resolution and to cause a notice of this decision to be published in accordance with NJSA 40A:11-5 (1) (a) (i).

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution shall be forwarded to PIA Security Programs, Inc., 429 Hackensack Street, Carlstadt, New Jersey 07072.

| Councilmember | Motion | Second | Yes | No | Absent | Abstain | No Vote |
|---------------|--------|--------|-----|----|--------|---------|---------|
| Arendacs      |        |        |     |    |        |         |         |
| Curry         |        |        |     |    |        |         |         |
| Gloeggler     |        |        |     |    |        |         |         |
| Koelling      |        |        |     |    |        |         |         |
| Lane          |        |        |     |    |        |         |         |
| Weaver        |        |        |     |    |        |         |         |

Adopted: January 9, 2018

ATTEST:

APPROVED:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

\_\_\_\_\_  
Michael Ghassali  
Mayor

# **AGREEMENT**

## **CONSULTANT/BENEFITS COORDINATOR**

**THIS AGREEMENT** made on the \_\_\_\_\_ day of \_\_\_\_\_, **2018**  
**BY AND BETWEEN**

**BOROUGH OF MONTVALE,**  
a municipal corporation of the State of New Jersey, with offices located at:  
**12 Mercedes Drive**  
**Montvale, NJ 07645-1816**  
hereinafter referred to as the "**MUNICIPALITY**",

**AND**

**P.I.A. SECURITY PROGRAMS, INC.,**  
a professional corporation, licensed in the State of New Jersey,  
having a place of business at:  
**429 Hackensack Street,**  
**P.O. Box 818**  
**Carlstadt, New Jersey 07072**  
hereinafter referred to as the "**CONSULTANT/BENEFITS COORDINATOR**".

### **W I T N E S S E T H:**

**WHEREAS**, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) the **MUNICIPALITY** is permitted to enter into professional service contracts without the necessity of public bidding; and

**WHEREAS**, pursuant to a Resolution of the Governing Body of the **BOROUGH OF MONTVALE** dated \_\_\_\_\_, a notice of which was duly advertised pursuant to law, the **MUNICIPALITY** determined to employ the **CONSULTANT/BENEFITS COORDINATOR** to render certain professional services as insurance broker of record for the **MUNICIPALITY**; and

**WHEREAS**, the **CONSULTANT/BENEFITS COORDINATOR** is willing to provide these services upon the terms hereinafter stated;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto agree as follows:

## 1. GENERAL TERMS AND CONDITIONS

- 1.1 The **CONSULTANT/BENEFITS COORDINATOR** hereby covenants and agrees to furnish services and data incident to the professional services aforesaid, pursuant to and in accordance with the **SCOPE OF SERVICES (APPENDIX A)** proposed, submitted and attached herewith, to the **MUNICIPALITY**.
- 1.2 The submitted Proposal, a certified copy of the Resolution appointing the **CONSULTANT/BENEFITS COORDINATOR**, and this Agreement shall together form the Contract between these parties and said documents are incorporated herein by reference or by attachments and are made a part of this Agreement.
- 1.3 The **CONSULTANT/BENEFITS COORDINATOR** may not assign this contract to any other person or agency, it being agreed, the services outlined herein are unique and extraordinary under the N.J. Public Contract Law.
- 1.4 No additional services shall be rendered for which the **CONSULTANT/BENEFITS COORDINATOR** shall seek payment from the **MUNICIPALITY** without written authorization by the **MUNICIPALITY** pursuant to law.
- 1.5 The **CONSULTANT/BENEFITS COORDINATOR** shall comply with the law(s) regarding Equal Employment Opportunity language as required by N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27 relating to Goods, Professional Service and General Service Contracts, with mandatory language attached hereto and made a part hereof as Appendix "B".
- 1.6 The **CONSULTANT/BENEFITS COORDINATOR** also meets the requirements of N.J.S.A. 52:32-44, relating to proof of business registration, which is attached hereto and made a part hereof and are binding upon the **CONSULTANT/BENEFITS COORDINATOR**.

## 2. REMUNERATION

- 2.1 The **CONSULTANT/BENEFITS COORDINATOR** shall receive \$12,200. as full remuneration for these services, provided as follows:
  - the standard fees established by the Executive Committee of the Bergen Municipal Employee Benefits Fund (BMED), approximately \$6,700. (based upon 34 EE x \$16.51 PEPM) as promulgated by the BMED thereof, and
  - a fee of \$5,500. annually (for a total of \$12,200.), invoiced quarterly by the Consultant/Benefits Coordinator after the close of each quarter.
  - For any coverages not provided by the **MUNICIPALITY's** membership in the BMED, the **CONSULTANT/BENEFITS COORDINATOR** shall receive as remuneration, the standard commissions paid by the carrier; said commissions shall not be considered part of the annual remuneration outlined above.

### 3. TERM OF AGREEMENT

- 3.1. The **TERM OF CONTRACT** shall be from **January 1, 2018 through December 31, 2018** or until such time as a qualified Successor is appointed, unless terminated as hereinafter provided in this Agreement.

### 4. CANCELLATION OF AGREEMENT

- 4.1 Either party may cancel this Agreement by providing to the other party, written notification calling for termination at any time with not less than ninety (90) days thereafter.
- 4.2 Fees for service shall be prorated to the date of termination.

### 5. CONTRACT PROVISIONS

- 5.1 **POLITICAL CONTRIBUTION DISCLOSURE:**  
This contract has been awarded to **CONSULTANT/BENEFITS COORDINATOR** based on the merits and abilities of **CONSULTANT/BENEFITS COORDINATOR** to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, *et seq.*

As such, the undersigned does hereby attest that **CONSULTANT/BENEFITS COORDINATOR**, its subsidiaries, assigns or Principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the **MUNICIPALITY** if a member of that political party is serving in an elective public office of the **MUNICIPALITY** when the contract is awarded.

- 5.2 **BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
The **CONSULTANT/BENEFITS COORDINATOR** has complied with the Business Entity Disclosure Certification for non-fair and open contracts required pursuant to N.J.S.A. 19:44A-20.8, which has been placed on file with the **MUNICIPALITY**.
- 5.3 **CONTRACT PROVISIONS CLAUSE**  
In the event that any paragraph or sub-part of any paragraph or any term, requirement or condition of this Agreement shall be deemed invalid by a court of competent jurisdiction, administrative agency or other tribunal, it shall in no way affect the validity of all other terms, conditions, requirements, paragraphs or sub-parts thereof of the Agreement and the remainder of the Agreement shall remain in full force and effect.

5.4 CONTRACT ENTIRETY CLAUSE

No additions, changes, amendments or modifications to this Agreement or any provision thereof, shall be valid unless the same is in writing and signed by both parties hereto.

5.5 NON-DISCRIMINATION PROVISION

The **CONSULTANT/BENEFITS COORDINATOR** agrees and affirms compliance with the Provisions of N.J.S.A. 10:5-31 et seq. (PL 1975, C. 127) and N.J.A.C. 17:27, the NJ Equal Employment Opportunity and Anti Discrimination Law.

5.6 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The **CONSULTANT/BENEFITS COORDINATOR** agrees and affirms compliance with the provisions of Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. S12.101 et.seq.)

**IN WITNESS WHEREOF**, the said **MUNICIPALITY** has caused this instrument to be signed by its presiding officer, attested to by the Municipality Clerk and its seal to be hereunto affixed, pursuant to resolution of the **MUNICIPALITY** passed for that purpose, and the said **CONSULTANT/BENEFITS COORDINATOR** has caused these presents to be signed by its respective officers duly authorized to sign this Agreement, and its corporate seal affixed hereto the day and year first above written.

**BOROUGH OF MONTVALE**

ATTEST:

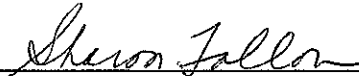
By \_\_\_\_\_

\_\_\_\_\_

**P.I.A. SECURITY PROGRAMS, INC.**

ATTEST:

By  \_\_\_\_\_  
James V. Gardella, President

 \_\_\_\_\_

## **APPENDIX A**

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### **SCOPE OF SERVICES**

- A) The Consultant/Benefits Coordinator shall demonstrate a thorough knowledge and understanding of the Municipality's Employee Health Benefits Program and all ancillary coverages thereof and will perform an evaluation of those coverages in accordance with established due diligence principles.
- B) Provide guidance and assistance with respect to the complexities presented through the Affordable Care Act and other federal/State mandated regulatory compliance issues.
- C) Consultant/Benefits Coordinator shall provide an explanation of the various coverages available through the existing program or programs provided by the Municipality for its contracted and non-contracted employees, eligible dependents, and retirees.
- D) The Consultant/Benefits Coordinator shall review the premiums associated with the Municipality's Employee Benefits Program and assist in the preparation of the Municipality's annual employee benefits insurance budget.
- E) Communicate all important (deadline) dates to the Municipality to avoid surcharges and/or lapses in coverage(s) and ensure compliance with all program management directives.
- F) Assist covered employees/dependents and retirees with claims issues and serve as an advocate in resolving complex medical issues, as requested.
- G) Provide assistance to the Municipality with respect to negotiating and communicating benefit design and benefit levels with bargaining units and employees, and attend employee meetings, as applicable for this purpose.
- H) Coordination of all Employee Benefit Programs and the interaction between the various Departments of the Municipality regarding the benefits. Employee meetings to be scheduled with the Municipal Administrative Team on an as needed basis.
- I) Provide technical support to any grievance that may be filed by a collective bargaining unit against the Municipality, as it relates to the employee health benefits program and, if necessary, attend grievance hearings/proceedings within the Municipality or at the NJ Public Employee Relations Commission (PERC), as applicable.
- J) Provide consultation services relative to changes in federal and/or state law regulation that impacts the delivery of the Employee Benefits Program and/or the financial impact thereof.
- K) Work with the Municipality in identifying and constructing plan design changes that contain cost relative to their Employee Health Benefits Program, as requested.

## **APPENDIX A (continued)**

- L) Perform due diligence in researching the market place for alternative methods of financing the delivery of the employee health benefits program and providing recommendations that result in improved coverages and/or financial savings to the Municipality at reasonable intervals.
- M) The Consultant/Benefits Coordinator shall prepare or assist the Municipality in the preparation and/or supply of underwriting data, applications, claims data, census information, historical information, etc., as required by the commercial carriers, third party administrators (TPA) or Health Insurance Fund (HIF), or SHBP as needed or may be applicable.
- N) Prepare and present comparative reports for the Mayor & Council outlining the operation and financial performance of the employee health benefits program as appropriate and applicable.

### **SERVICE TEAM**

#### ***PIA & PIA SECURITY PROGRAMS***

#### ***Public Entity Service Team 2018***

| <b><i>Individual</i></b>                                           | <b><i>Title</i></b>                                  | <b><i>Experience</i></b> |
|--------------------------------------------------------------------|------------------------------------------------------|--------------------------|
| Victor M. Gardella                                                 | Chairman/Principle                                   | 60 years                 |
| James V. Gardella                                                  | President                                            | 40 years                 |
| * Frank Covelli                                                    | Manager – Public Entities Dept.                      | 21 years*                |
| David E. Murphy                                                    | Manager – Claims & Risk Control                      | 35 years                 |
| Tracey Flannery                                                    | Public Entity Service Representative (P&C)           | 28 years                 |
| Sharon Fallon                                                      | Public Entity Service Representative (P&C)           | 10 years                 |
| Jennifer Scarpulla                                                 | Public Entity Claims Representative (P&C)            | 19 years                 |
| Robin Degenaaars                                                   | Public Entity Service Representative (Health & Life) | 21 years                 |
| Renee Gear                                                         | Public Entity Claims Representative (Health)         | 13 years                 |
| <b>Total Years of Experience</b>                                   |                                                      | <b>247 years</b>         |
| * = Does not include service as a Municipal Business Administrator |                                                      |                          |

## **APPENDIX B**

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### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disability Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable count employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination by the Division, pursuant to N.J.A.C. 17:27-5.2.

## **APPENDIX B (continued)**

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The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative code at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT  
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the **Borough of Montvale**, (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provision of this Agreement or otherwise at law.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR ALTERNATIVE TO FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**BOROUGH OF MONTVALE**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that P.I.A. Security Programs, Inc. has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding 1/1/18 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Borough of Montvale as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|  |  |
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|  |  |
|  |  |

**Part II – Ownership Disclosure Certification**

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business entity:**

☐ Partnership      ☐ Corporation      ☐ Sole Proprietorship      ☐ Subchapter S Corporation  
☐ Limited Partnership      ☐ Limited Liability Corporation      ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

Signature of Affiant: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name of Affiant: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Witnessed or attested by)

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Seal)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR ALTERNATIVE TO FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**BOROUGH OF MONTVALE**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: P.I.A. Security Programs, Inc.

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

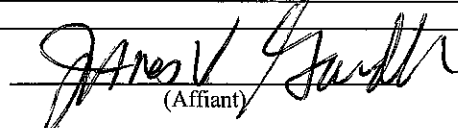
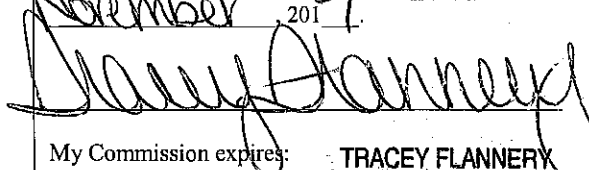
Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☒ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Victor M. Gardella	Name:
Home Address: 6 Central Avenue Hasbrouck Heights, NJ 07604	Home Address:
Name: James V. Gardella	Name:
Home Address: 155 Upper Saddle River Road Montvale, NJ 07645	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>23rd</u> day of <u>November</u> , 201 <u>7</u> .	 (Affiant)
 My Commission expires: <u>TRACEY FLANNERY</u> NOTARY PUBLIC OF NEW JERSEY My Commission Expires Feb. 18, 2020	<u>James V. Gardella, President</u> (Print name & title of affiant) (Corporate Seal)



State of New Jersey

Department of Banking and Insurance
20 West State Street
Trenton, NJ 08625-0327

LICENSE NUMBER
8049123

THIS CERTIFIES THAT **PIA SECURITY PROGRAMS INC**

AT BUSINESS ADDRESS 429 HACKENSACK ST
CARLSTADT, NJ 07072

This insurance license is valid and shall remain in effect unless revoked or suspended provided that the fee set forth in N.J.A.C. 11:17-2.12 is paid and renewal requirements set forth in N.J.A.C. 11:17-2.5, including continuing education requirements for resident individuals, are met by the license expiration date. A renewal notice will be mailed to the licensee mailing address approximately 30 days prior to the license expiration date.

IS DULY LICENSED WITH THE FOLLOWING LICENSE TYPE(S) AND AUTHORITIES

LICENSE TYPE	LINES OF AUTHORITY	EFFECTIVE DATE	EXPIRATION DATE
PRODUCER	LIFE INSURANCE; ACCIDENT, HEALTH OR SICKNESS; PERSONAL LINES; PROPERTY; CASUALTY; VARIABLE	06/01/2017	05/31/2019

printed: 04/07/2017


Commissioner of Banking and Insurance



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: P. I. A. SECURITY PROGRAMS, INC.

Trade Name:

Address: 429 HACKENSACK ST
CARLSTADT, NJ 07072-1302

Certificate Number: 0443949

Effective Date: November 17, 1978

Date of Issuance: November 01, 2017

For Office Use Only:

20171101142909971

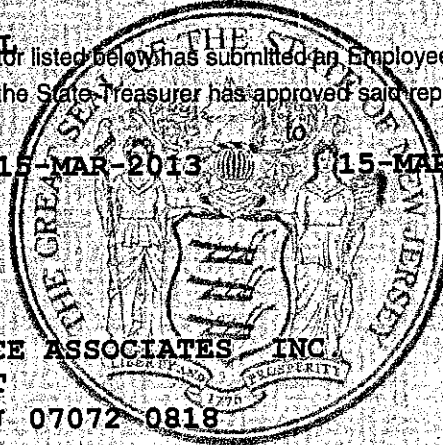
Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 6970

RENEWAL
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAR-2013 to 15-MAR-2020

PROFESSIONAL INSURANCE ASSOCIATES INC
429 HACKENSACK STREET
CARLSTADT NJ 07072-0818



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

RESOLUTION

BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, N.J., that the following bills, having been referred to the Borough Council and found correct, be and the same hereby be paid:

<u>FUND</u>	<u>AMOUNT</u>	<u>NOTES</u>
Current	\$2,639,206.42	Bill List Wire 1/9/18
	<u>252,078.03</u>	Wires/Manual Checks
Current TOTAL	2,891,284.45	
Escrow - Trust	196,336.75	Bill List Wire 1/9/18
Dog Trust	459.08	Bill List Wire 1/9/18
Capital Fund	14,812.38	Bill List Wire 1/9/18
	3,102,892.66	

*This resolution was adopted by the Mayor and Council of Montvale
at a meeting held on 1/9/18*

Introduced by: _____

Approved: 1/9/18

Seconded by: _____

Michael Ghassali, Mayor

ATTEST:

Maureen Iarossi-Alwan, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
January 9, 2018

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Transaction/Vendor</u>	<u>Amount</u>
WIRE		12/22/17	Payroll Account	158,692.12
WIRE		12/22/17	Salary Account	92,717.96
WIRE		12/22/17	FSA Account	<u>667.95</u>
	Total			252,078.03

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Borough of Montvale
Bill List By Vendor Id

Page No: 1

P.O. Type: All
Range: First to Last
Format: Detail with Line Item Notes

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Exc

00003	TILCON NEW YORK, INC.								
17-01343	11/29/17	RESURFACING JEFFERSON PLACE							
1	RESURFACING JEFFERSON PLACE	12,970.76	C-04-55-425-A00	B ROAD IMPROVEMENTS	R	11/29/17	01/03/18	RESURFACE	N
	HMA Milling								
	2" Avg Deph	\$2,733.06							
	HMA Surface Course								
	9.5M64,2"thick	\$10,237.70							
	Vendor Total:	12,970.76							

00022	BERGEN CTY MUNICIPAL JIF								
17-00018	01/04/17	2017 JIF LIAB.& WORK COMP.INS.	B						
9	2017 JIF LIABILITY INS 4TH QTR	50,036.02	7-01-23-730-029	B OTHER CONTRACTUAL ITEMS	R	05/02/17	01/03/18	4TH QTR 2017	N
10	2017 JIF WORK COMP.INS 4TH QTR	41,054.49	7-01-23-732-029	B OTHER CONTRACTUAL ITEMS	R	05/02/17	01/03/18	4TH QTR 2017	N
		91,090.51							
18-00003	01/03/18	2018 LIABILITY & WORK COMP INS	B						
3	2018 JIF LIABILITY INSURANCE	52,197.83	8-01-23-730-029	B OTHER CONTRACTUAL ITEMS	R	01/03/18	01/03/18	1ST QTR 2018	N
4	2018 JIF WORK COMP INSURANCE	44,485.31	8-01-23-732-029	B OTHER CONTRACTUAL ITEMS	R	01/03/18	01/03/18	1ST QTR 2018	N
		96,683.14							
	Vendor Total:	187,773.65							

00027	BT SPECIALTIES								
17-01334	11/28/17	House Decorating Award Signs							
1	House Decorating Award Signs	179.00	7-01-28-795-068	B SPECIAL EVENTS	R	11/28/17	01/03/18	4198	N
	Two-Sided Full Color 18"x24"								
17-01386	12/08/17	PEN/PENCIL SET- GLADYS							
1	PEN/PENCIL SET- GLADYS	30.00	7-01-20-703-091	B AWARDS/TROPHIES	R	12/08/17	01/03/18	4190	N
	Vendor Total:	209.00							

00047	D & E UNIFORMS							
17-01361	12/04/17 ROBALINO UNIFORM							
1	ROBALINO UNIFORM	46.00	7-01-25-745-257	B ROBALINO, ERIC - CLOTHING	R	12/04/17 01/03/18	53880	N
	POLICE DEPARTMENT							
	P.O. E. ROBALINO							
	CLOTHING PURCHASED							
	INVOICE 53880	\$46.00						
17-01406	12/12/17 PHHS SLEOS UNIFORMS							
1	PHHS SLEOS UNIFORMS	3,547.80	7-01-25-745-107	B SPECIAL POLICE EQUIP/CLOTHING	R	12/12/17 01/03/18	53864+53853	N
	UNIFORMS FOR THE PHHS SLEOS							
	PURCHASED AT D & E							
	M. MILLER INV 53864	\$1,773.90						

[illegible]

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Borough of Montvale
Bill List By Vendor Id

Page No: 4

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description	Stat/chk	Enc Date	Date	Date	Invoice	Excl
00173 NEWELL, JOHN			Continued						
17-01338 11/28/17 REIM BATTERIES FOR LAP TOPS			Continued						
POLICE VEHICLES									
5 EACH PANASONIC TOUGHBOOK CF-30									
REPLACEMENT BATTERIES									
CF-25U46A									

Vendor Total: 274.40

00258 ROCKLAND ELECTRIC COMPANY									
18-00010 01/03/18 ROCKLAND ELECTRIC CHARGES/ DEC									
1 2397150008 SPRING VALLEY TFLT	54.40	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
2 1753077003 W GRAND AVEE TFLT X	49.91	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
3 9704932006 W GRAND OTH MTLBX	41.46	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
4 0128933004 KINDERKAMACK RD	297.71	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
5 1451933002 1 MEMORIAL SHED 2	997.48	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
6 1619931002 VALLEY VIEW SEWER	640.19	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
7 5208845000 159 CHESTNUT RDG RD	92.66	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
8 0897137012 MEMORIAL LITE FIELD	34.04	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
9 0716933005 MEMORIAL TENNIS CT	18.02	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
10 0157026009 1 MEMORIAL LITE	29.69	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
11 0052060009 CHESTNUT TFLT	29.53	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
12 0700055009 HUFF TER PUMP 57088	403.15	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
13 0758933005 1 MEMORIAL SHED 1	12.54	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
14 1908079006 MEMORIAL GATE TRFC	12.29	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
15 5985845006 CHESTNUT RIDGE RD	44.92	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
16 1472933002 GRAND TFLT 1	50.90	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
17 9683932013 GRAND TFLT 57400	35.77	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
18 0357844001 SUMMIT OTHR UNMT	88.34	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
19 4725845003 SUMMIT OTHR FIRE	12.25	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
20 5103845008 CHESTNUT TRAF/SUMT	130.14	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
21 9767932024 CHESTNUT RIDGE TFLT	41.11	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	
22 5229845000 LA TRENTA FIELD LTS	36.92	7-01-31-825-071	B ELECTRICITY	R	01/03/18	01/03/18	DECEMBER	N	

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Borough of Montvale
Bill List By Vendor Id

Page No: 5

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/chk	First	Rcvd	Chk/Void	1099
	Item	Description	Amount	Charge Account	Acct Type Description		Enc Date	Date	Date Invoice	Excl
00258	ROCKLAND ELECTRIC COMPANY	Continued								
18-00010	01/03/18	ROCKLAND ELECTRIC CHARGES/ DEC	Continued							
23	2310843006	ALAYNA HOMEOWN.ASSC	54.30	7-01-38-854-029	B OTHER CONTRACTUAL ITEMS	R	01/03/18	01/03/18	DECEMBER	N
			3,207.72							
	Vendor Total:		3,207.72							
00699	ATLANTIC TOMORROWS OFFICE									
17-00333	03/15/17	toner for wide format								
1	MP CW2200	wide format black	70.00	7-01-21-720-059	B COMPUTER EQUIPMENT S/W & SUPPL	R	03/15/17	01/03/18	ARIN430789	N
2	FREIGHT CHARGES		11.60	7-01-21-720-059	B COMPUTER EQUIPMENT S/W & SUPPL	R	12/27/17	01/03/18	ARIN430789	N
			81.60							
	Vendor Total:		81.60							
00730	BOGGIA & BOGGIA, ESQS.									
17-00168	01/27/17	LEGAL FEES 2017		B						
250	LEGAL SERVICES THRU 11/30/2017		1,122.24	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28379	N
251	CONSTRUCTION OF FIREHOUSE		911.39	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28380	N
252	ERUV ORGANIZATION		1,414.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28381	N
253	DEPIERO FARM DEVELOPMENT		28.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28383	N
254	BEAR-BAN BUILDERS, LLC ET AL		294.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28384	N
255	MERCEDES REDEVELOPMENT		112.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28385	N
256	MONT.INTERSECTION IMPROVEMENTS		637.74	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28386	N
257	25 W. GRAND AVENUE		784.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28387	N
258	MILLER V WILSON, ET ALS.		84.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28388	N
259	HORNROCK SETTLEMENT		1,148.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28389	N
260	AFFORDABLE HOUSING- HEKEMIAN		308.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28390	N
261	TWO PARAGON DRIVE		1,954.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28391	N
262	TREE PROTECTION ORDINANCE		56.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28392	N
263	6 AND 9 PENNSYLVANIA AVENUE		210.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28393	N
264	BREA V. MONTVALE		1,176.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28394	N
265	MONTVALE BAMBOO REMOVAL		860.94	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28395	N
266	BERGEN COUNTY TAX APPEALS 2017		1,414.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28394	N
267	A & P TAX APPEAL		126.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28395	N
268	20 CRAIG ROAD TAX APPEAL		56.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28396	N
269	MONTVALE - KPMG TAX APPEAL		168.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28397	N
270	SUMMIT PLAZA, INC. TAX APPEAL		70.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28398	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge	Account	Acct Type	Description	Enc Date	Date	Date	Invoice	Exc1
00730 BOGGIA & BOGGIA, ESQS.	Continued									
17-00168 01/27/17 LEGAL FEES 2017		Continued								
271 HORNROCK PROPERTIES-TAX APPEAL	1,554.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28399	N		
272 14 PHILIPS PKWY TAX APPEAL	840.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28400	N		
273 140 HOPPER AVENUE TAX APPEAL	518.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28401	N		
274 LUKOIL - TAX APPEAL	126.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28402	N		
275 TWO PARAGON DRIVE TAX APPEAL	532.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28403	N		
276 JD MONTVALE 2017 TAX APPEAL	518.00	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28404	N		
277 ROCKLAND ELECTRIC- TAX APPEAL	706.98	7-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	07/21/17	01/03/18	28405	N		
BILL NO.										
28379+28380+28381+28383+28384										
28385+28386+28387+28388+28389										
28390+28391+28392+28393+28394										
28395+28396+28397+28398+28399										
28400+28401+28402+28403+28404										
28405										
	17,729.29									
17-01309 11/20/17 2015 AFFORDABLE HOUSING LITIG.										
1 2015 AFFORDABLE HOUSING LITIG.	4,779.00	7-01-21-720-028	B OTHER PROF/CONSULTANT SERVICES	R	11/20/17	01/03/18	28320	N		
Vendor Total:	22,508.29									
00731 MASER CONSULTING P.A.										
16-00992 09/09/16 ENG.SERVICES-FIRE HOUSE		B								
12 MONTVALE FIRE DEPARTMENT	769.50	C-04-55-405-A00	B CONSTRUCTION OF FIRE HOUSE	R	09/09/16	01/03/18	437843	N		
17-01087 09/27/17 RECONSTR. OF UPPER SADDLE RIV.		B								
3 UPPER SADDLE RIVER RD IMPROVEMENT	1,169.00	7-01-20-715-029	B ENGINEERING - OTHER CONTRACTUAL ITEMS	R	09/27/17	01/03/18	437852	N		
17-01277 11/09/17 COAH LITIGATION										
1 COAH LITIGATION	2,688.00	7-01-21-720-028	B OTHER PROF/CONSULTANT SERVICES	R	11/09/17	01/03/18	432446	N		
17-01292 11/14/17 ESCROW PAYMENTS										
1 WOODLAND HGHTS 1301/24.15	96.25	E-08-00-207-23A	B WOODLAND HGHTS 1301/24+-2204/39&40	R	11/14/17	01/03/18	432505	N		
2 WOODLAND HGHTS (BEAR BAN) BLOCK 1301 &2204	1,225.50	E-08-00-207-23A	B WOODLAND HGHTS 1301/24+-2204/39&40	R	11/14/17	01/03/18	432426	N		

Vendor # Name	PO # PO Date Description	Amount	Contract Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	chk/Void Date	Invoice	1099 Excl
00731 MASER CONSULTING P.A.	Continued									
17-01292 11/14/17 ESCROW PAYMENTS	Continued									
LOTS 24,26,27,33/ 39/40		1,321.75								
17-01450 12/20/17 MUNICIPAL BLDG GENERATOR PROJ.	B									
2 MUNICIPAL BUILDING	562.00	C-04-55-413-C00	B IMPROVEMENT TO BUILDINGS AND GROUNDS	R	12/20/17	01/03/18		437848		N
HMGP GENERATOR.										
Vendor Total:	6,510.25									
00889 J & B LOCK AND ALARM										
17-01268 11/08/17 REPLACE KEYPAD LOCK										
1 REPLACE KEYPAD LOCK	1,260.50	7-01-26-772-029	B OTHER CONTRACTUAL ITEMS	R	11/08/17	01/03/18		50493		N
Vendor Total:	1,260.50									
01134 RESERVE ACCOUNT										
17-01400 12/12/17 MAILINGS FOR ANIMAL LICENSES										
1 MAILINGS FOR ANIMAL LICENSES	459.08	T-12-56-286-001	B RESERVE FOR DOG LICENSE	R	12/12/17	01/03/18		ANIMAL LICENSES		N
Vendor Total:	459.08									
01409 NARITA MARAJ, LLC.										
17-00137 01/24/17 RECORDS MANAGEMENT SVS 2017	B									
29 RECORD MANAGEMENT SVS/ERUV	126.60	7-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R	05/02/17	01/03/18		MTV-2017-023		N
INVOICE #MTV-2017-023										
4 HOURS \$31.65										
30 RECORD MANAGEMENT SVS.	87.04	7-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R	05/02/17	01/03/18		MTV-2017-021		N
INVOICE #MTV-2017-021										
2.75 HOURS \$31.65 EACH	213.64									
17-01452 12/20/17 RECORDS MANAGEMENT SVS/PL BD										
1 RECORDS MANAGEMENT SVS/PL BD	197.81	7-01-21-720-028	B OTHER PROF/CONSULTANT SERVICES	R	12/20/17	01/03/18		MTV-2017-PB002		N
INVOICE #MTV-2017-PB002										

January 3, 2018
02:28 PM

Borough of Montvale
Bill List By Vendor Id

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Vendor # Name																					
PO #	PO Date	Description	Contract	PO Type						First	Rcvd	Chk/Void		1099							
Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc	Date	Date	Date	Invoice	Excl										
01409 NARITA MARAJ, LLC. Continued																					
17-01452 12/20/17 RECORDS MANAGEMENT SVS/PL BD Continued																					
6.25 HOURS \$31.65																					

Vendor Total: 411.45

01454	TMDE CALIBRATION LABS INC.									
17-01324	11/22/17	STALKER RADAR UNIT REPAIR								
1	STALKER RADAR UNIT REPAIR	72.97	7-01-25-745-106	B TRAFFIC BUREAU EQUIP/SERVICES	R	11/22/17	01/03/18	31481	N	
STALKER RADAR UNIT										
FOR MPD UNIT 365										
REPAIR										

Vendor Total: 72.97

01471	RICCIARDELLA ELECTRIC INC.									
17-01382	12/07/17	ELECTRONIC SIGN WIRING HOOKUP								
1	ELECTRONIC SIGN WIRING HOOKUP	510.12	C-04-55-413-C00	B IMPROVEMENT TO BUILDINGS AND GROUNDS	R	12/07/17	01/03/18	3257		N
		Labor & Material								
		Install 2 gang waterproof boxes on side post.								
		Re-work pipeline underground to sign.								
		Re-work wiring circuit								
		Install 2 photo cell on light electric boxes.								

Unimac -footings 17-00998 \$5,000
Rhombus -sign install 17-01060 \$3,450
Daktronics-sign 17-01059 \$18,190

Chamber of Commerce Donation \$14,750

Vendor Total: 510.12

Vendor # Name	PO # PO Date Description	Contract Amount Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	chk/void Date Invoice	1099 Excl
01488 BANISCH ASSOCIATES, INC.	17-01351 11/30/17 PLANNING BOARD SERVICES							
	1 PLANNING BOARD SERVICES 10/3/17 - 10/27/17	5,050.00 7-01-21-720-028	B OTHER PROF/CONSULTANT SERVICES	R	11/30/17	01/03/18	P17-28025	N
	Vendor Total:	5,050.00						
01517 LUDWIG, DAVID	17-01385 12/08/17 November mileage reimbursement							
	1 November mileage reimbursement	50.29 7-01-22-725-045	B TRAVEL	R	12/08/17	01/03/18	REIMBURSEMENT	N
	Vendor Total:	50.29						
01594 GALLS, LLC	17-01419 12/13/17 ZAGAJA CLOTHING & EQUIP							
	1 ZAGAJA CLOTHING & EQUIP	138.80 7-01-25-745-254	B ZAGAJA, MACIEJ - CLOTHING	R	12/13/17	01/03/18	BC0523789	N
	P.O. M. ZAGAJA NEW EQUIP & CLOTHING	\$138.80						
	Vendor Total:	138.80						
01701 NEW PRINCE CONCRETE	17-00834 07/19/17 INTERSECTION IMPROVEMENT PROJ.		B					
	10 INTERSECTIONS IMPROVEMENTS PROGRESS PAYMENT #7 & CHANGE REQUEST #5-REVISED.	195,015.00 E-08-00-213-09A	B Mtvl Dev Assoc-Road Improv/Maser	R	07/19/17	01/03/18	PAYMENT #7	N
	Vendor Total:	195,015.00						
01760 UNITED PARCEL SERVICE	17-01348 11/30/17 F047X6477 UPS CHARGES							
	1 F047X6477 UPS CHARGES/ADMIN	5.00 7-01-20-701-022	B POSTAGE & EXPRESS CHARGES	R	11/30/17	01/03/18	6477	N
	2 F047X6477 UPS CHARGES/PL BD	10.83 7-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	11/30/17	01/03/18	6477	N
		15.83						

Borough of Montvale
Bill List By Vendor Id

[illegible]

02426	VERIZON WIRELESS							
18-00008	01/03/18	982182917	VERIZON WIRELESS					
1	982182917	VERIZON WIRELESS	316.18	7-01-31-827-076	B TELEPHONE CHARGES	R	01/03/18 01/03/18	9798472231 N
	LINE CHARGES							
	201-232-7735							
	201-316-4547							
	201-321-1870							
	201-321-1872							
	201-370-1755							
	201-410-4903							
	201-661-4065							
	201-819-6222							
	201-906-4723							
	551-579-7140							
INVOICE # 9798472231								
Vendor Total:			316.18					

02532	BERGEN COUNTY DEPT HEALTH SVCS							
17-01412	12/12/17 HEP B VACCINATIONS & BLOODBORE							
1	HEP B VACCINATIONS & BLOODBORNE PATHOGEN TRAINING.	666.00	7-01-27-785-028	B OTHER PROF/CONSULTANT SERVICES	R	12/12/17 01/03/18	17-17-36	N
	INVOICE #17-17-36							
	INVOICE DATE: 01/01/2017 - 11/30/2017							
	Vendor Total:	666.00						

Vendor # Name	PO # PO Date Description	Contract PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099
Item Description	Amount	Charge Account	Acct Type Description					Excl
03410 CAPALBO'S								
17-01390 12/11/17 GIFT BASKET ALWAN/MARIGLIANI								
1 GIFT BASKET ALWAN/MARIGLIANI	131.98	7-01-25-745-058	B OTHER EQUIPMENT & SUPPLIES	R	12/11/17	01/03/18	348627A	N
GET WELL GIFT BASKET SENT TO RET. CHIEF MARIGLIANI								
CONDOLENCE GIFT BASKET SENT TO ADM. IAROSSEI-ALWAN ON THE PASSING OF FATHER-IN-LAW								
Vendor Total:	131.98							
03615 FRASCIELLO, MARLY								
18-00002 01/03/18 DRAW PETTY CASH 2018-POLICE								
1 DRAW PETTY CASH 2018-POLICE	300.00	8-01-55-202-001	B PETTY CASH - POLICE	R	01/03/18	01/03/18	PETTY CS-POLICE	N
Vendor Total:	300.00							
03727 STAPLES INC								
17-01342 11/29/17 office supplies								
1 batteries	77.57	7-01-20-701-026	B MAINTENANCE OF OTHER EQUIPMENT	R	11/29/17	01/03/18	3361516317	N
2 batteries	39.88	7-01-20-701-053	B OFFICE EQUIPMENT	R	11/29/17	01/03/18	3361516317	N
3 dishwasher detergent	4.50	7-01-20-701-036	B OFFICE SUPPLIES	R	11/29/17	01/03/18	3361516317	N
4 wipes	13.24	7-01-20-701-036	B OFFICE SUPPLIES	R	11/29/17	01/03/18	3361516317	N
5 dish detergent	9.74	7-01-20-701-036	B OFFICE SUPPLIES	R	11/29/17	01/03/18	3361516317	N
	144.93							
Vendor Total:	144.93							
Total Purchase Orders: 39 Total P.O. Line Items: 104 Total List Amount: 2,850,814.63 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 2017 BUDGET	7-01	139,403.68	0.00	139,403.68	0.00	0.00	139,403.68
CURRENT FUND 2017 BUDGET	8-01	2,499,802.74	0.00	2,499,802.74	0.00	0.00	2,499,802.74
CAPITAL FUND	C-04	14,812.38	0.00	14,812.38	0.00	0.00	14,812.38
BOA ESCROW ACCOUNTS	E-08	196,336.75	0.00	196,336.75	0.00	0.00	196,336.75
DOG TRUST ACCOUNT	T-12	459.08	0.00	459.08	0.00	0.00	459.08
Total of All Funds:		<u>2,850,814.63</u>	<u>0.00</u>	<u>2,850,814.63</u>	<u>0.00</u>	<u>0.00</u>	<u>2,850,814.63</u>

BOROUGH OF MONTVALE

COUNTY OF BERGEN

12 MERCEDES DRIVE

MONTVALE, NEW JERSEY

201-391-5700

Michael Leposky, Borough Tax Assessor

January 3, 2018

To: Maureen Iarossi-Alwan, Municipal Clerk/Administrator

From: Michael Leposky, Tax Assessor

Re: Letter of Resignation

Please accept this letter as resignation of my position as Tax Assessor of The Borough of Montvale, with my last day being January 11, 2018.

My decision to resign was made after careful consideration. My efforts until my end date will remain timely and professional.

Please let me know if I can be of any assistance during this process.

2018 JAN 3 AM 10:12

BOROUGH OF MONTVALE