AGENDA
WORK SESSION MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
September 24, 2019
Meeting to Commence 7:30 P.M.
Closed Executive Session 7:00P.M.

CLOSED/EXECUTIVE SESSION:
Motion to move into Executive Session as provided for by Resolution No. 15-2019 adopted on January 1, 2019 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 / Contract Negotiations

1. Contract Negotiations/ P.V.D.P.W.

Minutes to be disclosed as per the Open Public Meetings Act and Resolution No. 15-2019 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 Curry
Councilmember Gloeggler
Councilmember Koelling
Councilmember Lane
Councilmember Russo-Vogelsang

Appointments Environmental Commission:
Mairead Jensen- Member
Victoria Solis 1st Alternate
Lisa DePellegrini – 2nd Alternate

INTRODUCTION ORDINANCE NO. 2019-1474 AN ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 128 OF THE BOROUGH CODE TO PROVIDE STANDARDS AND PROCEDURES FOR THE APPROVAL OF SPORTS COURTS
(PUBLIC HEARING 10/7/2019)

MINUTES:
September 10, 2019

MINUTES CLOSED/EXECUTIVE SESSION:
September 10, 2019

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.

183-2019 Sale of Surplus/Property/Use of GovDeals/Online Auction/2nd Auction 2019
184-2019 Authorize Hiring / Interim Fire Prevention Inspector / Samuel Antoshak
185-2019 Authorize Execution Renewal Shared Service Agreement with The Township of River Vale For Department of Public Works Services - JOE TO PROVIDE
186-2019 Authorize Release of Performance Bond/Posting of Maintenance Bond/BCUW/Madeline Housing Partners, LLC

BILLS:

ENGINEER'S REPORT:
Andrew Hipolit
Report/Update

ATTORNEY REPORT:
Joe Voytus, Esq.
Report/Update

UNFINISHED BUSINESS:

a. Draft Policy for Flying Flags / Public Comments / Discussion

NEW BUSINESS:

a. Short Term Rentals / Planning Board / Proposed Ordinance
b. Planning Board Memorandum/OR4 Zone/Draft Master Plan Amendment

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 **Monday, October 7, 2019** at 7:30 p.m.

******Disclaimer******* All M & C Meeting Are Subject To Additions, Deletions and Amendments

BOROUGH OF MONTVALE
ORDINANCE NO. 2019-1474

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 24TH day of September 2019, 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 7th day of October, 2019 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

AN ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 128 OF THE BOROUGH CODE TO PROVIDE STANDARDS AND PROCEDURES FOR THE APPROVAL OF SPORTS COURTS

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

Section 1. Chapter 128, Section 5.1A.2, of the Code of the Borough of Montvale is hereby amended and supplemented by adding the underlined text and deleting the [bracketed] text, as follows:

§ 128-5.1A.2. Special accessory uses.

A. Sports [Tennis] courts. Sports [Tennis] courts shall only be permitted as accessory uses subject to the following conditions:

(1) Only one sports [tennis] court, which term shall include tennis courts, half basketball courts, and other similar sports courts, shall be located on a lot.

(2) The sports [tennis] court, if allowed, shall be located on a lot on which there exists at the time of construction a permitted principal use.

(3) No sports [tennis] court shall be located within the front yard or forward of the front building setback line as prescribed by this ordinance.

(4) No sports court shall be located on a lot exhibiting an area of less than 38,000 square feet, except that n[N]o tennis court shall be constructed on a lot exhibiting an area of less than 60,000 square feet[,]. No sports court [nor] shall [it] be located closer than 25 feet to any side or rear property line [or 25 feet from any principal building].

(5) Any fence constructed around the perimeter of the sports [tennis] court shall not exceed [10] 8 feet, notwithstanding any ordinance to the contrary.

(6) The sports [tennis] court and fencing shall be screened by use of plantings so as to obscure the view of the same from any street or adjacent property. Said plantings shall be comprised of evergreens, a minimum of six feet tall.

(7) Sports courts within a residential zone shall not be used for commercial purposes.

(8)[(7)] Lighting shall be permitted only under certain conditions as follows:

(a) Lighting fixtures must be a minimum of 25 feet from the rear and side lot lines. No lighting shall be permitted in any front yard.

(b) At all times the lighting intensity at the property lines shall be a maximum of 0.15 footcandle. This measurement shall be conducted in accordance with generally accepted engineering standards, and the measurement shall include and be the sum of the combined illumination of the sports [tennis] court lighting, other lighting on the property and lighting from any natural light sources.

(c) Lighting on sports [tennis] courts shall not be permitted after 10:00 p.m. [except on Friday and Saturday evenings, when lighting will be permitted until 11:00 p.m.]

(d) Fixtures shall be of a type and shall be mounted and shielded in such a manner as to prevent the light source from being visible off the property. Such lighting shall further be of a type and located and positioned in such a manner as not to illuminate adjacent properties.

(e) The mounting height of lighting fixtures shall not exceed [25] 15 feet [or the height of the principal building, whichever is less].

B. Permit required. No sports [tennis] court shall be constructed prior to the issuance of a building permit, and where applicable an electrical permit, from the Construction Official and Zoning Officer of the Borough of Montvale.

C. Application for permit. A permit shall be granted upon application to the Building Department and approval of the Building Department and the Borough Engineer [Planning Board] of a plan exhibiting that the conditions herein imposed have been satisfied and that no detrimental effect will be visited upon the surrounding area by the establishment of the requested accessory use. The Applicant shall take any other appropriate and reasonable measures as determined by the Borough Engineer to ensure that no detrimental effect will be created. The application presented to the Building Department [Board] shall be [in accordance with Ordinance No. 77-665, as the same has been amended and supplemented. Said application shall be] submitted with a site grading plan demonstrating that surface water runoff will not adversely affect adjoining properties. All applications for a sports court shall comply with §119A regarding tree removal.

D. Permit fees. The fee for a building permit shall be two hundred dollars ($200). In the event that an electrical inspection is necessary, the fee for an electrical permit shall be as set forth in § 23-10.

E. Escrow fees. In addition, the applicant shall post engineering escrow fees in an amount to be determined by the Construction Official, but in no event less than one thousand dollars ($1,000). Said escrow funds shall be administered consistent with the procedures set forth in § 128-8.6(D).

Section 2. Planning Board review.

Upon approval of this Ordinance upon First Reading by the Mayor and Council of the Borough of Montvale, this Ordinance shall be transmitted to the Planning Board for its review and recommendation.

Section 3. 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 4. 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 5. 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 6. Effective Date.

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

MICHAEL GHASSALI, MAYOR

ATTEST:

MAUREEN IAROSSI-ALWAN, RMC
Municipal Clerk

INTRODUCED: 09-24-2019

Councilmember	Yes	No
Arendacs		
Curry		
Gloeggler		
Koelling		
Lane		
Russo-Vogelsang		

ADOPTED: 10-07-2019

Councilmember	Yes	No
Arendacs		
Curry		
Gloeggler		
Koelling		
Lane		
Russo-Vogelsang		

BOROUGH OF MONTVALE **SEPTEMBER 10, 2019**

PUBLIC MEETING
MINUTES

The Public Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:40pm. Adequate notification was published in the official newspaper of the Borough of Montvale. Master Sergeant Dieter Koelling, led the Pledge of Allegiance to the Flag, and roll call was taken.

OPEN PUBLIC MEETING STATEMENT
Adequate notice of this meeting was provided to The Bergen Record and/or 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).

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

ROLL CALL:
Councilmember Arendacs
Councilmember Curry
Councilmember Gloeggler
Councilmember Koelling
Councilmember Lane
Councilmember Russo-Vogelsang

PRESENTATION: National Institute for People with Developmental Disabilities of NJ
Ralph Coloma, Executive Director, and Jonelle Bradford

ORDINANCES:
PUBLIC HEARING OF ORDINANCE NO. 2019-1473 AN ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 106 OF THE BOROUGH CODE TO REVISE THE HOURS OF PERMISSIBLE DOOR-TO-DOOR SOLICITATION IN THE BOROUGH

WHEREAS, the Borough Code currently prohibits door-to-door solicitation in the Borough after the earlier of 6:00 p.m. or sunset; and
WHEREAS, as a result of a settlement of pending litigation between the Borough and Aptive Environmental, LLC, in which Aptive contended that the Borough's ordinance was unconstitutional, the Borough has agreed to amend the ordinance to allow for door-to-door solicitation until thirty (30) minutes after sunset; and
WHEREAS, the Borough's "No-Knock" ordinance, in which residents may "opt out" of commercial solicitations, will remain in effect.
BE IT ORDAINED by the Mayor and Council of the Borough of Montvale as follows:
Section 1. Chapter 106 of the Code of the Borough of Montvale, Section 106-16.1, entitled "Prohibited acts," is hereby amended and supplemented by adding the underlined text and deleting the [bracketed] text, as follows:

§ 106-16.1 Prohibited acts.
No person or license holder shall:
A. Peddle, solicit or distribute merchandise except between the hours of 9:00 a.m. and 30 minutes after sunset [6:00 p.m. or sunset, whichever occurs earlier,] unless specifically having been invited to a dwelling by an occupant thereof or having previously made an appointment with an occupant.

B. **Section 2**. The remainder of Section 106-16.1 shall remain unchanged.

Section 3. Severability.
If any provision or portion of a provision of this ordinance is held to be unconstitutional, preempted by Federal or State law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated and shall remain in full force and effect.
Section 4. Effective date.
This Ordinance shall take effect immediately upon adoption and publication as required by law.
Section 5. Repeal of inconsistent ordinances.
All ordinances and parts of ordinances which are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

A motion Introduced for second reading Ordinance No 2019-1473 by Councilmember Russo-Vogelsang; seconded by Councilmember Lane; Clerk read by title only.
Motion to open meeting to public by Councilmember Lane; seconded by Councilmember Curry - All ayes
NO PUBLIC COMMENT
Motion to close meeting to the public by Councilmember Lane; seconded by Councilmember Curry - all ayes.
Motion to adopt on Second and Final Reading in Ridgewood News by Councilmember Lane; seconded by Councilmember Koelling - All ayes on a roll call vote

Councilmember Arendacs asked for clarification; the borough attorney stated this does not change the No-Knock Ordinance; this ordinance only changes the hours which are 30 minutes after sunset

MEETING OPEN TO PUBLIC:
Agenda Items Only
Motion to open meeting to the public by Councilmember Lane; seconded by Councilmember Curry - all ayes

Carole Adams
Mentioned that she spoke with the Boy scouts in regards to helping out at the group home; also have the representatives of the group home reach out to the Montvale Community page;

Motion to close meeting to the public by Councilmember Lane; seconded by Councilmember Curry – all ayes
MEETING CLOSED TO PUBLIC:
Agenda Items Only

MINUTES:
July 30, 2019
A motion to accept the minutes by Councilmember Lane; seconded by Councilmember Koelling – all ayes with the exception of Councilmember Arendacs abstaining

August 13, 2019
A motion to accept the minutes by Councilmember Lane; seconded by Councilmember Russo-Vogelsang - all ayes with the exception of Councilmember Curry abstaining

MINUTES CLOSED/EXECUTIVE SESSION:
August 13, 2019
A motion to accept the minutes by Councilmember Lane; seconded by Councilmember Russo-Vogelsang - all ayes with the exception of Councilmember Curry abstaining

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.

168-2019 A Resolution of the Borough of Montvale Authorizing the Execution of an Agreement with the Pascack Valley Regional High School District Board of Education Concerning the Hiring and Placement of Special Police Officer IIIs at Pascack Hills High School

WHEREAS, the State of New Jersey has created a new class of Special Police Officers known as Special Police Officer III (SLEOIII) specifically and solely for the purpose of school security as outlined in NJSA 40A:14-146.10, 40A:14-146.11, 40A:14-146.14, and 40A:14-146.16; and

WHEREAS, the Borough of Montvale (the "Borough") and the Pascack Valley Regional School District (the "District") Board of Education (the "Board") agree that having security personnel that are police officers and specifically trained for school security is a best practice for the safety and security of the students and staff at Pascack Hills High School; and

WHEREAS, the Borough and the Board agree that school security is of the utmost importance to create a safe learning environment for students; and

WHEREAS, the Borough and the Board desire to enter into an agreement concerning the hiring by the Borough and placement of SLEO IIIs in Pascack Hills High School; and

WHEREAS, the Borough and the Board have negotiated an agreement concerning same that is acceptable to the Chief of Police, a copy of which is on file with the Municipal Clerk.

NOW, THEREFORE, BE IT RESOLVED that the agreement entitled "AGREEMENT CONCERNING THE HIRING AND PLACEMENT OF SPECIAL POLICE OFFICER IIS IN PASCACK HILLS HIGH SCHOOL BY AND BETWEEN THE BOROUGH OF MONTVALE AND PASCACK VALLEY REGIONAL SCHOOL DISTRICT" is hereby approved, and the Mayor and Borough Clerk are hereby authorized to execute same in substantially the form negotiated, subject to approval as to form by the Borough Attorney; and

BE IT FURTHER RESOLVED that the Mayor, Borough Clerk, and all other appropriate officials are hereby authorized and empowered to take all steps necessary and appropriate to effectuate the purposes of this Resolution.

169-2019 A Resolution Certifying a Lien against Property Known as 7 Westminster Court" Mushroom Cellar Historic Site" For Costs Incurred by the Borough of Montvale In Accordance With the Montvale Property Maintenance Code

WHEREAS, in accordance with Chapter 86 of the Montvale Borough Code, entitled "Property Maintenance," notice of numerous property maintenance violations was sent to the owner of property/bank foreclosure known as 7 Westminster Court, designated as Block 603/Lot 16 on the Montvale Tax Map, and

WHEREAS, the owner of said property or the bank foreclosure division did not comply with these notices and did not abate the identified violations; and

WHEREAS, the Montvale Construction Official is required to take the steps in order for the necessary work to be performed and has certified the cost of same to the Governing Body with the submission of an invoice from Raymond Brothers, Landscaping, Inc. 55 Prospect Place, Hillsdale, NJ 07642 dated August 19, 2019, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the cost to abate the property maintenance violations at 7 Westminster Court in total $5,100.00; and

WHEREAS, it is the desire of this Governing Body, in accordance with Borough Code § 86-10(D)(8), to approve said costs and to authorize the imposition of a lien against the property.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, that a lien for all the bills submitted by the vendor is hereby certified as against the property known as 7 Westminster Court the Borough of Montvale; and
BE IT FURTHER RESOLVED that said lien shall be added to and become and form a part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes, and shall be collected and enforced in the same manner as are taxes, in accordance with Chapter 86 of the Borough Code and applicable law; and
BE IT FURTHER RESOLVED that the Borough Clerk shall forward a certified copy of this resolution to the owner(s) of the subject property by certified mail; and
BE IT FURTHER RESOLVED that the Tax Collector shall be responsible for collection of the amounts herein certified.

171-2019 Authorize Release of Partial Cash Performance Guarantee/Full Release of Performance Guarantee Bond Montvale Development Associates, LLC /Block 2802/Lot 2 & 3 /Block 1002/Lot 3 & 5
WHEREAS, Montvale Development Associates, LLC is requesting a release in their Performance Guarantee Bond #Ironshore Indemnity, Inc. Bond #SUR54000016 in the amount of $4,357,800.00 and cash portion in the Guarantee in the amount of $484,200.00; and
WHEREAS, a completed inspection of the site has been conducted by Andrew Hipolit, Borough Engineer, which recommends said release of the above referenced in letter dated August 15, 2019 which is attached to the original of this resolution; and
WHEREAS, the Borough Engineer recommends a full release of the Performance Guarantee and a partial release in the Performance Guarantee Cash portion in the amount of $284,200.00; and
WHEREAS, the Cash Performance Guarantee will be retained by the Borough in the amount of $200,000.00; and
BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale that the Performance Guarantee Bond #Ironshore Indemnity, Inc. Bond #SUR54000016 be hereby released and a partial release in the cash portion be released; and
NOW THERFORE BE IT FUTHER RESOLVED, The Borough Treasurer receives a copy for processing and Antimo A. DelVecchio of Beattie Padovano, LLC receives a copy of this resolution upon adoption.

172-2019 Appointment Interim Chief Financial Officer/R. Overgaard
WHEREAS, due to the retirement of Kenneth Sesholtz, current Chief Financial Officer of the Borough of Montvale, and in accordance with N.J.S.A. 40A:9-140.10, it is the intention of the Borough of Montvale to appoint Rebecca Overgaard to serve as the interim Chief Financial Officer for a maximum four year term to commence on October 16th 2019; and
WHEREAS, Rebecca Overgaard is and has been a certified Chief Financial Officer since June 1989, and has satisfied the continuing education requirements for said certification; and
WHEREAS, Angela McCain, Deputy Treasurer for the Borough of Montvale, is currently scheduled to apply for and hopefully receive her certification as a Municipal Finance Officer by the New Jersey Division of Local Government Services; and
WHEREAS, upon Ms. McCain's receipt of said certification, and upon the Borough's satisfaction that Ms. McCain is qualified to serve in the position of Chief Financial Officer for the Borough, it is the intention of the Borough to promote Ms. McCain to this position; and
WHEREAS, Rebecca Overgaard has agreed that upon Ms. McCain's receipt of her certification and upon the Borough's determination that Ms. McCain has met the certification, experience, and other requirements for promotion to the position of Chief Financial Officer, Rebecca Overgaard shall resign from the position of Chief Financial Officer for the Borough of Montvale.

NOW, THEREFORE, BE IT RESOLVED, that the foregoing prefatory clauses are hereby incorporated herein as if set forth again at length; and

BE IT FURTHER RESOLVED that Rebecca Overgaard is hereby appointed as interim Chief Financial Officer for the Borough of Montvale, for a maximum four-year term to commence on October 16, 2019; and

BE IT FURTHER RESOLVED that the salary for Ms. Overgaard shall not exceed the amount specified in the salary ordinance per annum and shall not include benefits; and

BE IT FURTHER RESOLVED, that it is understood and agreed that upon the Borough's determination to promote Angela McCain to the position of Chief Financial Officer, Rebecca Overgaard shall resign from the position of Chief Financial Officer, notwithstanding the fact that a portion of her original four-year appointment may remain, and she shall be entitled to no additional compensation from the Borough.

173-2019 Awarding State Contract T-0106/10-75 Emergency Vehicles/Montvale Fire Chief Vehicle Upfitting

WHEREAS, the Borough of Montvale purchase a new vehicle for the Montvale Fire Chief; and

WHEREAS, 10-75 Emergency Lighting, Haskell, NJ in under state contract T-0106 and will be preforming the Upfitting of the 2019 Ford F150 for the Fire Department; and

WHEREAS, attached to the original of this resolution is Estimate #15095 dated 7/26/19 for this work; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that a contract, for upfitting this vehicle shall be awarded as follows:

Contractor	Price
10-75 Emergency Lighting 14 First Avenue Unit 3 Haskell, New Jersey 07420	$36,950.00

BE IT FURTHER RESOLVED that the Mayor, Municipal Clerk and all other appropriate officials are authorized and empowered to execute all documents necessary to effectuate the purposes of this Resolution

174-2019 Awarding Professional Service Contract For Professional Environmental Engineering Services/Maser Consulting/Environmental Commission/DeBlasio

WHEREAS, the Borough of Montvale's Environmental Commission has deemed it necessary to engage the professional services of an Environmental Engineer on an needed basis; 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, a proposal was submitted on August 22, 2019 by Gus DeBlasio of Maser Consulting for the Environmental Commission review and was accepted; and

WHEREAS, detailed proposal is attached to the original of this resolution and it is intent of the Environmental Commission to submit a request to the Chief Financial Officer for a transfer of unexpended funding from another department to be included in the Environmental Commission budget Other Contractual Fees line item in the amount of $2,000 in November 2019; and

WHEREAS, budgeting for this type of Environmental Engineering services will be requested by the Environmental Commission to be provided to the Governing Body for reviewed and considered for funding in the 2020 municipal budget process upon the submission of a new proposal for year 2020 from Maser Consulting; and

WHEREAS, Maser Consulting, 331 Newman Springs Road, Red Bank, NJ 07701 shall be awarded the current contract amount of $500.00; and

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

175-2019 Authorize Refunds/Various Escrow Accounts/Inactive Accounts

WHEREAS, an audit was conducted of older escrow funds posted by various individuals and entities with the Borough of Montvale for various projects; and

WHEAEAS, the Borough professionals take no exception to the release of the escrows on list attached to the original of this resolution for release of escrows; and

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale that the Municipal Treasurer is hereby directed to refund these escrows.

176-2019 A Resolution Authorizing the Borough of Montvale Police Department to Apply, Enroll and Participate in the Department of Defense Law Enforcement Support Office ("LESO") 1033 Program to Enable the Montvale Police Department to Request and Acquire Excess Department of Defense Equipment

WHEREAS, the Department of Defense Law Enforcement Support Office ("LESO") facilitates a law enforcement support program, which originated from the National Defense Authorization Act of Fiscal Year 1997; and

WHEREAS, Federal law permits the Secretary of the United States Department of Defense to transfer to municipal, federal and State agencies personal property of the Department of Defense that the secretary determines is suitable for use by agencies in law enforcement activities; and

WHEREAS, informally known as the "1033 Program", this initiative allows local law enforcement agencies to obtain, at little or no cost, surplus federal property, including vehicles, small arms, rescue equipment, medical supplies, and even office supplies originally intended for use by the United States Armed Forces; and

WHEREAS, although equipment is provided through the 1033 Program at no cost to municipal law enforcement agencies, these entities are responsible for costs associated with the maintenance, fueling and upkeep of this equipment, and for specialized training for its operation; and

WHEREAS, on March 16, 2015, Governor Christie signed Senate Bill No. 2364 (P.L. 2015, c.23), which now establishes, in the absence of federal requirements, a system of local oversight over local law enforcement agencies that participate in and acquire equipment through the 1033 Program; and

WHEREAS, pursuant to N.J.S.A. 40A:5-30.2a, municipal governing bodies must now authorize participation in the 1033 Program by a "resolution adopted by a majority of the full membership of the governing body of a local unit prior to transmittal of any such application to the State Coordinator" of the 1033 Program; and

WHEREAS, pursuant to N.J.S.A. 40A:5-30.2b, the acquisition of any property by a local law enforcement agency shall be approved by a "resolution adopted by a majority of the full membership of the governing body"; and

WHEREAS, the Chief of Police of the Montvale Police Department has requested that the Governing Body authorize the Police Department to participate in the 1033 Program; and

WHEREAS, the Governing Body of the Borough of Montvale has determined that it is in the best interests of the residents of the Borough of Montvale to authorize the Police Department to apply, enroll and participate in the 1033 Program.

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

1. The Chief of Police or his designee, on behalf of the Montvale Police Department, is hereby authorized and empowered to apply, enroll and participate in the Department of Defense Law Enforcement Support Office 1033 Program, with the authorization to participate terminating on December 31 of the current calendar year.

2. The Chief of Police shall be responsible for ensuring compliance with the requirements for participation as outlined in 10 U.S.C. 2576a for all controlled equipment.

3. The Montvale Police Department is hereby authorized to acquire items of non-controlled property designated as DEMIL A, which may include office supplies, office furniture, computers, electronic equipment, generators, field packs, non-military vehicles, clothing, traffic and transit signal systems, exercise equipment, farming and moving equipment, storage devices and containers, tools, medical and first aid equipment and supplies, personal protection equipment and supplies, construction materials, lighting supplies, beds and sleeping mats, wet and cold weather equipment and supplies, respirators, binoculars, and any their supplies or equipment of a non-military nature identified by the LEA, if it shall become available in the period of time for which this resolution authorizes, based on the needs of the Montvale Police Department, without restriction.

4. The Montvale Police Department is further authorized to acquire the identified "DEMIL B through Q" property on Exhibit A, attached hereto and expressly made a part hereof, if it shall become available in the period of time for which this resolution authorizes.

5. The Police Chief shall develop and implement a full training plan and policy for the maintenance and use of any acquired property; and

6. Pursuant to N.J.S.A. 40A:5-30.2b, the Chief of Police, or his designee, shall maintain an inventory of surplus property obtained under the 1033 Program, and shall provide a quarterly accounting of all property obtained through the 1033 Program, which shall be available to the public upon request; and

7. This resolution shall take effect immediately and shall be valid to authorize requests to acquire the above-identified DEMIL A property and DEMIL B through Q property that may be made available through the 1033 Program during the period of time for which this resolution authorizes, with Program participation and all property request authorization terminating on December 31 of the current calendar year.

177-2019 Amending Resolution No. 102-2019 To Establish Recreational Fees for Year 2019 / To add a new program / Pickleball

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

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

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

TIME SCHEDULE FOR SKATING RINK:

Weekdays:

8:00AM - 2:00PM	Pickleball
2:00PM - Dusk	Roller/Street Hockey

Weekends:

8:00AM - 10:00AM	Pickleball
10:00AM - 2:00PM	Roller/Street Hockey
2:00PM - 5:00PM	Pickleball
5:00PM - Dusk	Roller/Street Hockey

PROGRAMS:	**RESIDENT**	**NON-RESIDENT**
Basketball - 18+	$50	$75
Basketball - 30+	$75	$95
BollyX	$80	$100
BollyX- mini	$40	$50
Golf	$105 per 6 week session	$125 per 6 week session
Pickleball Clinic	$50 per 3-week session $20 per class drop-in fee	$65 per 3-week session $25 per class drop-in fee
Summer Camp: Grades 1-5	$320/CHILD $960/FAMILY MAX	$380/CHILD $1140/FAMILY MAX
Adventure Camp: Grades 6-7	$400/CHILD	$460/CHILD

RESIDENT/NON-RESIDENT: $30 Additional Fee after Registration Period. $25 late charge for every 15 minutes a child is left under care after camp dismissal. Payment shall be made directly to the Camp Director or Asst. Director and turned over to the Borough of Montvale.

Tae Kwon-Do		
Tae Kwon-Do - Youth	$120	*$180 (*space permitting)
Tae Kwon-Do – Adult	$80	$100
Tai Chi	$80	$100
Montvale Seniors Club Discount:	$40	

	RESIDENT		**NON-RESIDENT**	
Tennis Lessons- Adult/Child	$80 per 6-week session $65 per 5-week session		$120 per 6-week session $100 per 5-week session	
Tennis Badges	$30	Adult (Ages 18-61)	$60	Adult (Ages 18-61)
(Green Acres/	$10	Child (up to 17 yrs. old)	$20	Child (up to 17 yrs.
old)				
Approval Required)	$50	Family max.	$100	Family max.
	Free	Seniors 62+	$10	Seniors 62+

RESIDENT/NON-RESIDENT: $10 Fee for Replacement Tennis Badge

Volleyball - Adult	$50	$75
Volleyball- Girls	$80	$100
Yoga	$80	$100
Yoga - mini	$40	$50
Adult Soccer	$15 per 10-week session	$20 per 10-week session

WHEREAS, Borough Owned Recreational Fields shall be scheduled by the Borough of Montvale Field Coordinator; and

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

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

FIELD USE: 2019	**Resident Team**	**Non-Resident Team**
Field Use- Ballfields- Baseball or Softball (Memorial, Fieldstone, or LaTrenta)	$200 per season	$400 per season
Field Use- Turf Field- Soccer or Lacrosse	$25 per hour	$50 per hour

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

Turf Field Fees shall not exceed $7,000 per season for any one organization. **Add 15% to total, if lights are requested at any field.
Corporation One Day Field Use $ 200
$ 400
(1 scheduled day plus 2 rain dates)

Tennis Courts Daily Group Rate: $25/day (Maximum Reservation of 2 courts per location at any time).
Resident Corporation: Any company that owns or leases commercial within the borough.
Non-Resident Corporation: Any company that does not own or lease commercial space within the borough.
Residential Team: Any athletic team comprised of at least 75% of its roster with Montvale residents.
Non-Residential Team: Any team not having at least 75% of its roster filled with Montvale residents.
Time Slot: An uninterrupted 1 hour time period, or any part thereof, that a field is being used by an approved team.
Corporate Fees: Corporate fees paid to the borough for field use, whether Resident Corporation or Non-Resident Corporation, will entitle the user to 1 field reservation time slot and up to 2 additional time slots that are designated as "rain dates".
Season: Spring season will begin March 1 and end July 31. Fall season will begin August 1 and end December 31.

No credit for unused Field Time Slots
All organizational (i.e. club team) play will be considered a non-resident teams.
Payment is required prior to use on all fields or no field use will be granted.
Once field use requests are received in full by February 1st, field use will be established with the following order of preference:

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

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

178-2019 Authorize Release of Escrow/Block 1501/Lot 21/78 North Kinderkamack Road

WHEREAS, Equity Estates, LLC/Ferrara/Giambona/ 78 North Kinderkamack Road is requesting a release in their Escrow in the amount of $31,144.98; and

WHEREAS, an inspection of the site has been conducted by Borough Engineer, which previously recommended release; and

WHEREAS, a dispute previously arose between Equity Estates, LLC and S&A General Construction & Development, Inc. concerning the entity who was entitled to receive the remaining Escrow funds; and

WHEREAS, the aforesaid parties have executed a settlement agreement under which they have agreed to split the remaining Escrow funds, with the Borough paying the full amount to the Attorney Trust Account of Kevin Begley, Esq., and Mr. Begley thereafter releasing the funds to the appropriate parties; and

WHEREAS, the Borough shall therefore release the Escrow funds in accordance with and in reliance upon the settlement agreement and the correspondence provided by Mr. Begley

NOW THERFORE BE IT FUTHER RESOLVED, The Borough Treasurer shall receive a copy of this resolution and the settlement agreement for processing, and payment shall be made to "Kevin J. Begley, Esq. Attorney Trust Account."

179-2019 Special Item Of Revenue And Appropriation - Chapter 159

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

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

WHEREAS, the Borough of Montvale has been awarded $35,100.00 from the Office of the County Prosecutor and wishes to amend its 2019 budget to include this amount as a revenue;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Montvale hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2019 in the sum of $35,100.00 which is now available as a revenue from:

Miscellaneous Revenues:

Special Items of General Revenue Anticipated with Prior Written Consent of the Director of Local Government

Services:

Public and Private Revenues Off-Set with Appropriations:

Office of the County Prosecutor:

Montvale Police Department Municipal Escrow Fund, and

BE IT FURTHER RESOLVED that a like sum of $35,100.00 be and hereby appropriated under the caption of:

General Appropriations

(a)Operations Excluded from "CAPS"

Public and Private Programs Off-Set by Revenues:

Office of the County Prosecutor:

Montvale Police Department Municipal Escrow Fund

Introduced by Councilmember Lane; seconded by Councilmember Koelling - all ayes

180-2019 Professional Service Contract / Engineering Services and Professional Survey / Construction Administration Service/Clear Span Salt Dome Installation PVDPW Yard/Memorial Drive/Maser Consulting, LLC

WHEREAS, the Borough of Montvale is in need of engaging the professional services of an Engineer to provide professional survey, and Construction Administration services related to the installation of

the Salt Shed Dome Installation at the PVDPW Yard located on Memorial Drive within the Borough of Montvale; 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 September 6, 2019 to provide these services which is 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 engineering services is attached to this resolution which is made part of this resolution and will be awarded to Maser Consulting; and
2) That the following be provided: Professional Survey and Construction Administration Engineering Services.
3) The cost not to exceed shall be $14,000. 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.

Introduced by Councilmember Lane; seconded by Councilmember Arendacs - all ayes

181-2019 A Resolution Approving a Developer's Agreement with TSL PIKE PREEDEVELOPMENT LLC Premises Identified as Block 1102, Lot 2.01 in the Borough of Montvale
WHEREAS, TLS Pike Predevelopment, LLC ("Developer") owner of the premises known as Block 1102, Lot 2.01, made an application to the Planning Board for site plan approval; and
WHEREAS, the Planning Board approved the Development by resolution dated September 4, 2019; and
WHEREAS, pursuant thereto, the Borough, Planning Board and Developer are desirous of executing a Developer's Agreement setting forth the parties' respective rights and obligations concerning said approval; and
WHEREAS, a Developer's Agreement has been negotiated by and between the parties and has been executed by the Developer and the Chairman of the Planning Board.
NOW, THEREFORE, BE IT RESOLVED that the Developer's Agreement dated September 10, 2019, between the Borough of Montvale, the Planning Board of the Borough of Montvale, and TLS Pike Predevelopment is hereby approved; and
BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby directed, authorized and empowered to execute the Developer's Agreement with the Developer and to take all other steps reasonably necessary to effectuate the provisions and purposes of this resolution.

Introduced by Councilmember Lane; seconded by Councilmember Koelling - all ayes
Councilmember Curry asked for clarification of address; engineer stated its 110 Summit Ave

182-2019 A Resolution Awarding a Contract to ClearSpan for Provision of a New Salt Shed, Contract #030117-CSS, Through the Sourcewell Cooperative Purchasing Agreement
WHEREAS, the Borough of Montvale has a need to procure a new Salt Shed for the storage of salt for treating roadways during in the event of winter weather; and
WHEREAS, consistent with P.L. 2011, c.139, and N.J.S.A. 52:34-6.2(b), the Borough is desirous of awarding this contract through a national cooperative purchasing agreement; and

WHEREAS, the Borough Engineer did solicit a quote from ClearSpan under the Sourcewell Cooperative Purchasing Agreement, which the Borough had previously joined as a member; and
WHEREAS, ClearSpan submitted a proposal for the provision of the Salt Shed under Contract #030117-CSS, in the amount of $48,670.62; and
WHEREAS, it was also determined that ClearSpan had submitted all required documentation for this contract; and
WHEREAS, consistent with P.L. 2011, c.139, the Borough Engineer did conduct a cost savings determination justifying the award of this contract under a national cooperative contract; and
WHEREAS, ClearSpan will be required to submit to the Borough a copy of its New Jersey Business Registration Certificate, Statement of Corporate Ownership, and Public Contract EEO Compliance, as well as all required political contribution disclosure forms, prior to execution of a contract; and
WHEREAS, the Borough provided notice to the public and potential bidders of its intention to make this award by way of a Notice of Intent to Award a Contract under a National Cooperative Purchasing Agreement, a copy of which notice is on file with the Borough Clerk, in advance of this award; and
WHEREAS, the Borough's Chief Financial Officer has certified that funds have been appropriated and are available for this purpose.
NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Montvale, that a contract for the above-referenced project shall be awarded as follows:

Bidder	**In the amount of:**
ClearSpan 1395 John Fitch Boulevard South Windsor, CT 06074	$48,670.62

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby directed, authorized and empowered to execute a contract to effectuate the purposes of this Resolution, subject to approval by the Borough Attorney.

Introduced by Councilmember Lane; seconded by Councilmember Koelling - all ayes

170-2019 A Resolution Condemning Hate and Supporting Diversity in the Borough of Montvale
WHEREAS, the Declaration of Independence declared that America is based upon a covenant of equality, government by the consent of the people, and the right to life, liberty and the pursuit of happiness; and
WHEREAS, the First Amendment to the Constitution established the United States as a nation committed to the principles of tolerance and religious freedom, and the 14th Amendment enshrined the concept of equal protection of the laws as a foundational principle of justice in the United States; and
WHEREAS, adherence to these principles is vital to the progress of the American people and to the strengthening of the diverse cultures, religious groups and communities in the United States; and
WHEREAS, bigotry, oppression, racism and unlawful discrimination have no place in American political discourse, regardless of one's political affiliation; and
WHEREAS, in the past several years, there has been an increase in reports throughout the country of violent crimes, threats of violence, and other incidents of hate-motivated targeting of individuals and groups based upon religion, race, ethnicity and sexual orientation; and
WHEREAS, the Borough of Montvale is committed to fostering an inclusive and hate-free environment.
NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Montvale, that hate has no place in the Borough of Montvale, and all people are welcome in the Borough regardless of race, ethnicity, religion or sexual orientation.

Introduced by Councilmember Lane; seconded by Councilmember Curry - all ayes

BILLS: Municipal Clerk read the Bill Report.
Motion to pay bills by Councilmember Lane; seconded by Councilmember Curry - all ayes

REPORT OF REVENUE: Municipal Clerk read the Report of Revenue – August

COMMITTEE REPORTS:

Councilmember President Gloeggler

TV Access

Next interview will be on September 17th with Ree Hopper, she will be talking about her book, Images of America- Montvale Edition; Also the borough engineer, Andy Hipolit, will be talking about sanitary sewers and what can and cannot be thrown into the sewer system.

Regional BOE

Thanked the two students representatives Sean and Kylie, they update the board of what is going on at the school; the district had 12 projects over the summer, one was the installation of new security features; a side note, it will cost $22,000 for a student outside the district to attend Pascack Hills for one year;

Councilmember Curry

Construction

$372,700 in total fees; 920 permits were issued; installed a new permit issuing software program because the State of NJ will no longer be offering their permit software program currently being used; 21 property violations were issued.

BOH

Flu clinic will be held on Saturday, Oct 5 at the community center

Senior

180 members; having a picnic BBQ on Thursday, September 12 at Huff Park

Planning Board

Many small businesses are moving into Montvale; mentioned to councilmembers to review the draft ordinance included in their packets regarding sports courts in the R40 zone, currently its states your property is 40,000 square feet would like to decrease it to 38,000.

Chamber of Commerce

Successful Street Fair

Councilmember Lane

Fire Dept

24 fire calls; 2 drills; thanked council for approving the lighting for the Chief's vehicle

Finance

Suggested to start the budget process earlier this year because of our current CFO's retirement and the hiring of a new CFO;

Councilmember Arendacs

DPW

Some changes to the Recycle center, items will be dumped directly into a garbage truck, oil will no longer be accepted, along with electronics; commercial landscaping trucks are not allowed to dump yard waste; the DPW is busy with ongoing maintenance of the roads and fields;

Any questions, comments or complaints, please reach out to Terri 201-664-2346 extension 1400, Rich Campanelli on extension 1401, Montvale borough hall at 201-391-5700 or email Councilmember Arendacs

Engineering

Road program has been completed; moving along with new salt shed

Councilmember Koelling
Police
Monthly report included in original minutes;
Tri-Boro
Montvale logged: 50 calls; 680 miles; 62.25 crew hours
Environmental Commission
A new program starting September 15, collecting plastic bags; the collection bins will be located at Memorial School, Fieldstone, the high school, borough hall, senior/community center and at the recycle center; thanked the EC, the boy scouts and some members of the Fire department for their efforts in removing the algae at Huff pond;

Councilmember Russo-Vogelsang
Local BOE
Several teachers participated in training sessions over the summer; several upgrades were completed; all rooms at Memorial school now have air condition thanks to the PTO;
Special Events Committee
Day in the Park is scheduled for Saturday, September 21 with rain date Sunday, September 22
Fireworks will begin at 7:15; Halloween Carnival will be held Friday, October 25 from 7 to 8:30pm at Fieldstone Middle School
Tennis Court Repairs
The lighting issue is being worked on; the surface cracks will be repaired in the next coming months, check the website for a start date
Pickleball Courts
Currently exploring the idea of starting a Pickleball club; for the Fall, a 3 week pickleball clinic is being set up;

Fall programs have begun

Mayor's Report
Met with Suez, as of now Montvale should be lead free; any home built before 1985 about 15% of those homes might have lead inside the house; Suez is offering free inspections; 20 streets and 215 homes were effected; 9/11 ceremony will be held at 7pm; met with the County about Open Space Grants which the borough does apply for;

ENGINEER'S REPORT:
Andrew Hipolit
Report/Update

a. Report Status 2019 Road Improvement Program

Program is completed

b. Authorize Professional Service Contract Maser/Preparation of Specifications/Bid Documents/Salt Shed/Labor

Resolution approved this evening

c. Recommended Salt Shed/Cooperative Purchase/Sourcewell/ClearSpan Fabric Structures

Resolution approved this evening

d. LaTrenta Field Update

Ready to go to bid in October with construction anticipated in the winter months;

Councilmember Curry mentioned that the road signs by Grand Ave and School #2 are crooked also there are signs at the intersections of Grand and Kinderkamack that are blank; Mr. Hipolit stated he can take a look and bring it to the County's attention

ATTORNEY REPORT:
Joe Voytus, Esq.
Report/Update
No Report

UNFINISHED BUSINESS:
None

NEW BUSINESS:
a. Certificate of Determination and Award/Local Bond Law/Notes
For councils review
b. Proposed Draft Sports Court Ordinance/Introduction 9-24-19
For councils review; Mr. Voytus stated that the next step would be to notify the Planning Board of the change and get their recommendation before introducing the ordinance.

COMMUNICATION CORRESPONDENCE:
None

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

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

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

Carole Adams
Once again bringing to your attention about the removal of deer caucus in timely manner; hoping the high school will participate in the snow angel program again this year; PARCC testing will continue until 2022; Car wash fundraiser this Saturday 8am-2pm at the high school for the GaGa courts; Refer to Chris Roche's facebook page, he wrote something eloquent about 9/11; mentioned her husband contracted cancer as a result of the 9/11 attacks, her son wrote articles regarding "Don't ignore an unusual ache or pain if you were down in the area of the Trade Center"

Matt Solomon
Thank for passing the resolution on hate; mentioned that a deeply conservative Islamic city in Bosnia held a Pride event, if they can go out on a limb, it doesn't seem too much to ask Montvale to go the same.

Kari Solomon
Raising the pride flag is the right thing to do; LGBTQ inclusion has positive economic benefits, some major corporations like Visa, Coca-Cola, Google, Apple and IKEA to name a few, have all discovered it pays to invest in culture; when North Carolina passed its HB2 bathroom bill the state loss approximately 630 million dollars in cancelled events, the law was repelled the following year; we need to fly the Pride flag to ensure Montvale is a type of community corporations want to be a part of, the kind that celebrates its diversity without apology.

Gay/Straight Alliance
A few students spoke on behalf of the club; stating that suicide is the highest among teenagers, especially in the LGBTQ community and that flying the Pride flag would show them that the people in their town support them, that could mean the world; this is not a political issue in any way, shape or form, by denying the Pride flag is turning down young people of this town who simply want to be accepted.

Carol Loscalzo
Stated that the suicide rate in the LGBTQ community is so high, there are still many people including adults who cannot come out simply do to fear; by flying the Pride Flag, it will make them feel safe in their own community; Wanted to know the status of the ordinance, cannot find it on the website; the clerk will email it; Mayor Ghassali mentioned that an informal town hall meeting has been scheduled for Monday, September 16 to discuss this topic and any other issues and/or concerns

Jarret Schumacher
Need to show that we are an inclusive town; with Halloween approaching, mentioned that there are some street lights out in town; Mayor Ghassali stated that there is a link on the website to report that a street light is out.

Motion to close meeting to the public by Councilmember Koelling; seconded by Councilmember Curry - all ayes

Councilmember Curry wanted to remind everyone about the Library's annual book sale being held on September 21 and 22

ADJOURNMENT
Motion to adjourn Public Meeting by Councilmember Lane; seconded by Councilmember Gloeggler - all ayes

Meeting was adjourned at 9:02pm

The next Meeting of the Mayor and Council will be held September 24, 2019 at 7:30 p.m.

Respectfully submitted, Fran Scordo, Deputy Municipal Clerk

BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO.183-2019

RE: Sale of Surplus/Property/Use of GovDeals/Online Auction/2nd Auction 2019

WHEREAS, the Borough of Montvale is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Governing Body is desirous of selling said surplus property in an "as is" condition without express or implied warranties.

NOW THEREFORE, be it RESOLVED by the Governing Body of The Borough of Montvale, Bergen County, State of New Jersey, as follows:

(1) The sale of the surplus property shall be conducted through GovDeals pursuant to State Contract A-83453/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com and also available from the Borough of Montvale.

(2) The sale will be conducted online and the address of the auction site is govdeals.com.

(3) The sale is being conducted pursuant to Local Finance Notice 2008-9.

(4) A list of the surplus property to be sold is as follows is attached to the original of this resolution.

(5) The surplus property as identified shall be sold in an "as-is" condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.

(6) The Borough of Montvale reserves the right to accept or reject any bid submitted.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey the Mayor and/or Municipal Clerk are authorized to execute the agreement with GovDeals, and any and all documents necessary for the auction of surplus municipal property.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Gloeggler							
Koelling							
Lane							
Russo-Vogelsang							

Adopted: September 24, 2019

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor

BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO.184-2019

RE: **Authorize Hiring / Interim Fire Prevention Inspector / Samuel Antoshak**

WHEREAS, the Uniform Fire Safety Act, (P.L. 1983, c.383) was enacted for the purpose of establishing a system for the enforcement of fire safety standards throughout the State of New Jersey; and

WHEREAS, the Uniform Fire Safety Act authorizes municipalities to provide for local enforcement and to establish local enforcement agencies for that purpose; and

WHEREAS, the Borough of Montvale has opted to have the Uniform Fire Safety Act enforced locally; and

WHEREAS, the Fire Inspector shall carry out the duties in accordance with the Uniform Fire Safety Act and the NJ Administrative Code.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale that Samuel Antoshak is hereby appointed as Interim Fire Inspector, effective September 20, 2019 as a replacement for Christopher Mazzocchi in his absence.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Gloeggler							
Koelling							
Lane							
Russo-Vogelsang							

Adopted: September 24, 2019

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor

BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO.185-2019

RE: A Resolution Authorizing the Execution of a New Shared Services Agreement with the Township of River Vale Concerning the Pascack Valley Department of Public Works

WHEREAS, the Uniform Shared Services and Consolidation Act (*N.J.S.A.* 40A:65-1 et seq.) provides that local units of government may enter into a contract for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction; and

WHEREAS, the Mayor and Council of the Borough of Montvale are constantly exploring options available to the Borough to obtain cost savings for Borough residents in the performance of various services, while still maintaining quality of performance and a high level of professionalism; and

WHEREAS, in furtherance of this mission, in 2013 a mutually-supported feasibility study identified opportunities to further improve the efficacy of Public Works operations for the Municipalities, while reducing the costs of delivering Public Works services for the respective local governments; and

WHEREAS, the Municipalities previously determined it to be in their mutual best interests to provide for a shared Department of Public Works (DPW) to be known as the "Pascack Valley Department of Public Works" serving the Township of River Vale and the Borough of Montvale to provide services to their respective Municipalities, with River Vale as the Lead Agency; and

WHEREAS, the parties entered into a Shared Services Agreement ("SSA") in 2013, which was established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*); and

WHEREAS, the parties are desirous of entering into a new Shared Services Agreement ("Agreement") to provide for a new 10-year term commencing as of January 1, 2020, and to revise and improve certain provisions set forth therein all in accordance with the Uniform Shared Services and Consolidation Act; and

WHEREAS, *N.J.S.A.* 40A:65-1 et seq. requires that the Shared Services Agreement be approved by resolution of the governing body of each participating municipality; and

WHEREAS, the Mayor and Council are desirous of authorizing the new Shared Services Agreement with the Township of River Vale concerning the Pascack Valley Department of Public Works pursuant to *N.J.S.A.* 40A:65-5(a); and

WHEREAS, pursuant to *N.J.S.A.* 40A:65-5(b), a copy of the Shared Services Agreement shall be available for public inspection at the Municipal Complex immediately after passage of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that the Mayor and Borough Clerk are directed, authorized and empowered to execute the negotiated Shared Services Agreement with the Township of River Vale concerning the operation of the Pascack Valley Department of Public Works, as well as all other documents necessary to effectuate the purposes of this Resolution.

BE IT FURTHER RESOLVED that pursuant to *N.J.S.A.* 40A:65-5(b), the Borough Clerk shall make the Shared Services Agreement available for public inspection at the Municipal Complex immediately after passage of this Resolution.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Gloeggler							
Koelling							
Lane							
Russo-Vogelsang							

Adopted: September 24, 2019

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor

SHARED SERVICES AGREEMENT

FOR THE MUNICIPALITIES OF BOROUGH OF MONTVALE AND TOWNSHIP OF RIVER VALE

SHARED DEPARTMENT OF PUBLIC WORKS

THIS AGREEMENT is made this ____day of _____ 2019, by and between the Borough of Montvale, a municipal Corporation of the State of New Jersey, located in Bergen County, New Jersey, with an address of 12 Mercedes Drive, Montvale, New Jersey 07645 (hereinafter referred to as Montvale); and the Township of River Vale, a municipal Corporation of the State of New Jersey, located in Bergen County, New Jersey, with an address of 406 Rivervale Road, River Vale, New Jersey 07675 (hereinafter referred to as River Vale), collectively known hereinafter as the "Municipalities," and each a "Municipality."

WHEREAS, in 2013, a mutually supported study of feasibility has identified opportunities to further improve the efficacy of Public Works operations for the Municipalities, while reducing the costs of delivering Public Works services for the respective local governments; and

WHEREAS, the Municipalities previously determined it to be in their mutual best interests to provide for a shared Department of Public Works (DPW) to be known as the "Pascack Valley Department of Public Works" serving the Township of River Vale and the Borough of Montvale to provide services to their respective Municipalities, with River Vale as the Lead Agency; and

WHEREAS, the parties entered into a Shared Services Agreement ("SSA") in 2013, which was established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*); and

WHEREAS, the parties are desirous of entering into a new Shared Services Agreement ("Agreement") to provide for a new 10-year term commencing as of January 1, 2020, and to revise and improve certain provisions set forth therein all in accordance with the Uniform Shared Services and Consolidation Act.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Municipalities agree as follows:

I. SCOPE OF SERVICES

A. River Vale agrees to provide shared Department of Public Works (DPW) services to Montvale from its DPW facility located at 320 Rivervale Road, River Vale, and a satellite DPW facility located on Memorial Drive in Montvale (the "Montvale DPW facility").

B. River Vale agrees to utilize the current inventory of Montvale-owned vehicles and equipment for shared DPW service delivery, along with all existing and future River Vale vehicles and equipment, unless said Montvale vehicles and equipment are deemed unusable and/or at the end of useful life.

C. **All services, duties and responsibilities previously performed by Montvale's DPW will be absorbed and performed by River Vale**, with the following exceptions:

1. Montvale's annual stormwater management report to the NJ Department of Environmental Protection (DEP).
2. Montvale's DPW representation on the Montvale Office of Emergency Management (OEM) team.
3. Montvale's curbside garbage and recycling pick-up and disposal.

D. Service areas to be covered under the shared DPW Agreement for the Municipalities are specified in more detail in the Agreement Addendum along with service level expectations, and include:

1. Management and administration
2. Street repair and maintenance
3. Sanitary sewer repair and maintenance
4. Snow removal
5. Shade tree
6. Sanitation and recycling (excluding Montvale's curbside garbage and recycling pickup and disposal)
7. Social and cultural events
8. Buildings and grounds maintenance
9. Vehicle and equipment maintenance

E. The shared DPW operation for the Municipalities shall be managed by River Vale as a one integrated operation using one set of books and a work order system that allows for tracking and reporting of services provided to each Municipality.

II. ASSIGNMENT OF RESPONSIBILITIES

A. Responsibilities of River Vale:

1. River Vale shall act as the Lead Agency in the delivery of shared Department of Public Works (DPW) services for the Municipalities.
2. As Lead Agency, River Vale will:

a. Act as General Agent for the Municipalities and have control over all operational elements of service delivery necessary to meet its obligations under this Agreement.

b. Ensure shared DPW services are provided to the Municipalities in accordance with the terms of this Agreement.

c. Determine what DPW personnel staffing levels are needed to deliver the shared DPW services covered by this Agreement.

d. Be the primary employer responsible for salaries, wages, and associated benefits of all DPW employees.

e. Develop and maintain a rolling five (5) year schedule for acquisition, refurbishment, or replacement of DPW vehicles and equipment to be used in the delivery of shared DPW services.

f. Place appropriate signage to be reasonably agreed upon for current vehicles and equipment and place "Pascack Valley Department of Public Works" signage on all new DPW vehicles, indicating that the DPW is a shared service between River Vale and Montvale.

g. Provide complete budget documents clearly showing the accurate, fully-loaded budget for the DPW services to be provided by River Vale pursuant to this Agreement.

h. Provide complete audit documents clearly showing the prior year's accurate, fully-loaded expenditures for the DPW services provided by River Vale pursuant to this Agreement.

B. Responsibilities of Montvale:

1. The Montvale will be the Supported Agency ("Supported Municipality") under the terms of this Agreement.
2. Montvale will agree to service level expectations with River Vale in all supported DPW service areas. These service level expectations are specified in the Agreement Addendum.
3. Montvale shall utilize the DPW employees provided by River Vale.
4. Montvale will provide River Vale with access to and use of its current DPW facilities located on Memorial Drive in Montvale for use as satellite facilities in the delivery of shared DPW services.
5. Montvale will provide River Vale with access to and use of all existing inventory of DPW vehicles and equipment for use in the delivery of shared DPW services.
6. Montvale will retain ownership of all its facilities, vehicles, and equipment used in shared DPW service delivery by River Vale; and Montvale will continue to be responsible for the insurance coverage of same.

7. Any Montvale vehicles and equipment not deemed viable for use in shared services may be auctioned, with all proceeds returned to the Borough of Montvale, except as same may be used by Montvale for part or all of Montvale's initial and subsequent contributions to a capital reserve fund.

III. TERM OF AGREEMENT:

A. This Agreement shall commence on January 1, 2020, and shall remain in effect until December 31, 2029, unless subsequently extended or renewed by the Municipalities or terminated in accordance with this section. The parties shall meet no later than January 1, 2028, in order to discuss whether the Agreement will be extended beyond 2029. The parties shall each provide notice to the other of their decision to extend the Agreement or to terminate same on December 31, 2029, no later than July 1, 2028.

B. This Agreement shall become effective for each Municipality upon passage of authorizing Resolutions or Ordinances by the Municipalities as required by the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

C. This Agreement shall continue for the entire term of the Agreement for all Municipalities, unless one of the Municipalities delivers written notice to all Municipalities of its intention to withdraw no later than December 31, effective on the next following year's first day of January (no less than one full calendar year after said notification). In the event such written notice is delivered, the Supported Municipality shall be relieved of its capital fund payment obligation for the final year of the agreement. It is the intent of this provision that this Agreement may only terminate effective on January 1 of any year after full compliance with the notification procedures set forth above.

IV. COMPENSATION

A. Montvale's percentage share of the DPW operating expenses shall be 46.4% (the "Allocator"). The Allocator is calculated as the average percentage of Montvale's share of the total population and households, respectively, in the two municipalities. The Parties agree that the Allocator may be readjusted according to the above formula every three (3) years. The new Allocators may take effect in years 2023, 2026, and 2029.

B. Montvale shall pay an Annual Base Fee equivalent to $1,796,178 in 2020 for shared DPW service delivery to the Municipalities. This Annual Base Fee shall increase by 2% for budget years 2021 and 2022. The Parties agree that the Annual Base Fee may be readjusted based upon River Vale's actual expenditures and a new Allocator, if applicable, every three (3) years. The readjusted Annual Base Fee may take effect in years 2023, 2026, and 2029.

C. Montvale shall make an annual contribution of $60,000 to a capital reserve fund to be administered by River Vale and used for the purpose of acquiring, refurbishing, or replacing

vehicles and equipment used in the delivery of shared DPW services for the Municipalities. Any new vehicles and equipment purchased using monies from the capital reserve fund shall be owned and insured by River Vale. The Municipalities agree in good faith to discuss adjusting this annual capital contribution, pending the submission of a five-year rolling schedule as required by Section II.A.2.c of this Agreement.

D. Montvale shall pay 1/12 of the Annual Base Fee on the fifteenth day of each month directly to the Township of River Vale. This monthly payment entitles Montvale to the full use of River Vale's DPW services covered under this Agreement.

E. Montvale shall make its annual capital reserve fund contributions within thirty (30) business days of formal adoption of its annual Appropriations budget.

F. **Snow Storm Trust Fund. The Municipalities agree to jointly fund a Snow Storm Trust Fund (the "Snow Storm Trust") in an initial amount of $50,000 per Municipality. This Snow Storm Trust shall be held by River Vale for the benefit of each Municipality, up to its respective level of contribution. Funds in the Snow Storm Trust may be utilized by River Vale to address unplanned or extraordinary costs incurred by the DPW in addressing storm-related response and/or clean-up. Such funds may only be utilized if the current year's budget for snow or storm-related costs has been exhausted. If River Vale intends to utilize funds in the Snow Storm Trust, it shall notify Montvale and refer the matter to the Advisory Committee, which may approve or reject the planned expenditure of such funds. If funds are expended, by mutual agreement of River Vale and Montvale, from the Snow Storm Trust, the Parties shall replenish the Snow Storm Trust to a total of $50,000 per municipality within six (6) months of the depletion.**

G. Except as may be specifically set forth otherwise herein, the Municipalities agree that capital investments in their own municipal facilities and infrastructure, such as buildings, streets and roads, paving programs for streets and parking lots, stormwater systems, sewer systems and the like, shall be the sole responsibility of each Municipality and shall not be considered a shared expense.

H. The Municipalities agree that emergency appropriations, which may or may not be triggered by a State of Emergency may be required to be made by each Municipality over the life of the Agreement. Such emergency appropriations shall be the sole responsibility of each Municipality and shall not be considered a shared expense. It is understood and agreed that nothing in this subsection shall be deemed to authorize or permit either River Vale or Montvale to make any emergency appropriation to be expended on behalf of the other Municipality, except as may be provided for in subsection H, below.

I. The Municipalities agree that shared services implementation expenses, extraordinary or unplanned operating expenses, and unplanned capital costs for vehicles and equipment not covered by the combination of the annual base fee and the annual capital reserve fund contribution from Montvale will be reviewed by the Department of Public Works Advisory Committee described in Paragraph VII and, if deemed reasonable by a majority of the Advisory Committee, will be apportioned equitably among each of the Municipalities to this Agreement for payment. In the event of extraordinary or unplanned operating expenses, sufficient detail must be provided showing how the costs relate to the annual DPW budget or capital budget and how such costs or expenses will result in River Vale exceeding said budget for the current year. In the event that the Advisory Committee does not have sufficient information to determine whether such expenses or costs are reasonable prior to the conclusion of the budget year, consideration of such expenses may be held until the following year with no prejudice to River Vale's submission of same.

J. Accounting records for the expenses associated with shared DPW operations will be maintained by River Vale and shall be available for inspection by Municipalities upon request.

1. Review of actual expenses associated with the delivery of shared DPW services will be done at least annually by the Department of Public Works Advisory Committee described in Paragraph VII.
2. The Department of Public Works Advisory Committee may make recommendations for compensation Allocator modification to the Municipalities prior to the end of the third full calendar year of this Agreement. Any recommended compensation Allocator modification will be based on a review of the full accounting records of each of the proceeding three calendar years' shared DPW operations which will be available no later than the statutory municipal audit filing date of June 30 of the following year.

V. PAYMENT PROCEDURE

A. Montvale shall pay 1/12 of the annual base fee on the fifteenth day of each month directly to the Township of River Vale.

B. Montvale shall make its annual capital reserve fund contributions within thirty (30) business days of formal adoption of its annual Appropriations budget.

C. Montvale agrees to pay River Vale its equitable share of uncovered shared services implementation expenses, extraordinary or unplanned operating expenses, and unplanned capital costs within sixty (60) days after approval by the Advisory Committee of an invoice accompanied by billing detail.

D. Municipal checks for payment or electronic payment transfers from Montvale should be made out to Township of River Vale, reference "Shared DPW Services" on the memo line, and be sent to Township of River Vale, 406 Rivervale Road, River Vale, New Jersey 07675.

VI. RECYCLING REVENUE

A. All revenue generated from the sale of recycled commodities shall be retained by River Vale and used to off-set the cost of providing recycling services to the Municipalities.

VII. LEVEL OF SERVICE

A. River Vale agrees to provide shared DPW services in a professional and workmanlike manner.

B. Montvale agrees to utilize River Vale's shared DPW services in a professional and workmanlike manner.

C. River Vale, as the Lead Agency in performing the services under this Agreement, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities, and obligations under the Agreement.

D. A Department of Public Works Advisory Committee, consisting of no more than two (2) representatives from each Municipality together with River Vale's Business Administrator, five (5) members in total, shall periodically meet as may be necessary to ensure that all of the obligations under this Agreement are being satisfied. The Municipalities' CFOs may also attend as non-voting members at the option of each respective Municipality. The Committee shall meet quarterly, at 5:30 p.m. on the second Tuesday in March, June, September and December. These Committee representatives will consist of the Mayor or Mayor's designee and one additional representative who may be an elected official or other municipal representatives as deemed appropriate by each Municipality.

1. Each Municipality shall have the number of votes equivalent to the number of Committee representatives appointed.
2. The Committee shall meet at such times and places as deemed necessary, but in no event less than four (4) times annually, and shall be responsible for raising and addressing questions or concerns related to shared DPW services delivery and long term planning.
3. Each Municipality shall notify the other Municipality of the name(s) of its Committee representatives annually no later than fifteen (15) days after its respective municipal reorganization meeting.

E. All Department of Public Works Advisory Committee actions may be approved by a simple majority of the voting members present. In the event of a tie vote on any matter under

consideration by the Committee, River Vale's Business Administrator may cast one additional vote to break the tie.

VIII. ADDITIONAL MUNICIPAL PARTICIPANTS

A. River Vale may solicit and add other municipalities to its shared Department of Public Works. Any proposal to add additional municipalities to the shared Department of Public Works must be accompanied by a feasibility study to be funded entirely by the municipality or municipalities requesting to join the shared Department of Public Works. In the event that a contract with an additional municipality is pending, River Vale will present the anticipated impacts on staffing and operating expenses to the Joint Department of Public Works Advisory Committee and recommend adjustments to Montvale's Annual Base Fee, as appropriate. Unless otherwise agreed to in writing by Montvale, River Vale shall not be permitted to add other municipalities to the shared Department of Public Works without demonstrating to Montvale's reasonable satisfaction that such addition will not detrimentally affect any of Montvale's rights and benefits under this Agreement, including but not limited to the service level provided to Montvale and Montvale's costs under this Agreement. Incremental capital costs or implementation expenses shall be the shared responsibility of the incoming municipal party to the Agreement and River Vale. In addition, the parties shall negotiate in good faith any change in the structure of or representation on the Joint Department of Public Works Advisory Committee. However, in no event shall Montvale's representation on a re-structured Committee be reduced, nor shall it be less, on a percentage basis, than any newly-added municipality.

IX. DISPUTE OF PAYMENT

A. As provided in the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Paragraph V shall be paid without prejudice to the disputing parties. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined agreed to or adjudicated to be less than was actually so paid, River Vale shall promptly repay the excess.

X. PROPERTY & CASUALTY INSURANCE

A. The Supported Municipality will keep in force, at its respective sole expense, Property and Casualty (P&C) Insurance with insurance companies licensed in the State of New Jersey or with the Bergen County Municipal Joint Insurance Fund, which insurance shall be evidenced by Certificates and/or policies as determined by River Vale.

B. The Supported Municipality shall respectively provide this Property and Casualty (P&C) Insurance in accordance with the coverage(s) set forth by each Municipality's membership in the Bergen County Municipal Joint Insurance Fund (Bergen JIF) in the coverage form consistent with the Bergen JIF.

C. Limits Of Liability: $250,000 per occurrence/combined single limit

D. Coverages: Bodily Injury and Property Damage Liability Coverage

E. Endorsements: Attached at issuance:

1. Garagekeeper's Liability Endorsement
2. New Jersey Personal Injury Protection Endorsement
3. New Jersey Uninsured & Underinsured Motorists ($15,000/$30,000)
4. Quasi Entities Endorsement (if applicable)
5. Additional Entities Endorsement
6. Inter-local Agreements For repair of Vehicles Endorsement

XI. LIABILITY INSURANCE

A. The Supported Municipality will keep in force, at its respective sole expense, Comprehensive General Liability Insurance with insurance companies licensed in the State of New Jersey and/or with the Bergen County Municipal Joint Insurance Fund, which insurance shall be evidenced by Certificates and/or policies as determined by River Vale.

B. The Supported Municipality shall respectively provide this Comprehensive General Liability Insurance with a combined single limit of $1,000,000/$2,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages:

1. Operations
2. Use of Independent Contractors and/or Subcontractors
3. Products and Completed Operations
4. Broad Form Contractual
5. Broad Form Property Endorsement

C. Each Certificate or policy shall require that a thirty-day (30) notice shall be given to River Vale by registered mail, return receipt requested, if any policy or any individual coverage is altered or cancelled. All such notices shall name the Municipality and identify the Agreement or municipal contract number if applicable.

D. All Certificates of Insurance shall be delivered to Township of River Vale, prior to the commencement of this Agreement and all Certificates of Insurance shall state that "River Vale is an additional insured" pursuant to this Agreement.

E. The insurance required under this section shall protect the Supported Municipality and all Subcontractors respectively, against damage claims which may arise from operations under this Agreement whether such operations are by the Insured or by anyone directly or indirectly employed by the Supported Municipality and also against any of the special hazards which may be encountered in the performance of this Agreement.

F. All policies and Certificates of Insurance shall be approved by the each of Municipalities prior to the inception of any work under this Agreement.

XII. DISPUTE RESOLUTION

A. In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to be governed by and construed and enforced in accordance with the laws of the State of New Jersey. All actions arising out of or in any way related to this Agreement shall be filed in the Superior Court of New Jersey, Bergen County Vicinage, subject to the conditions set forth below.

B. In the event of a dispute arising under or in any way related to this Agreement, the matter shall first be referred to the Advisory Committee, which shall informally attempt to reach a resolution acceptable to the municipalities. In such a situation, any decision reached by the Advisory Committee must be unanimous.

C. In the event that the matter is not able to be resolved by the Advisory Committee, the municipalities shall engage in mediation in good faith. The municipalities shall agree upon a mediator, who may be a former Superior Court judge or other individual mutually acceptable to the municipalities. If the municipalities cannot agree on a mediator they shall each select one mediator and those two individuals shall confer and appoint a third individual who will serve as the mediator in this matter. Only if the municipalities are unable to resolve the dispute after at least one (1) mediation session of at least two (2) hours may a municipality file an action in Superior Court.

XIII. MISCELLANEOUS

A. All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the Municipal Clerk of each Municipality.

XIV. GOVERNING LAW

A. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

XV. ASSIGNMENT

A. No one party may assign this Agreement without the written consent of all others.

XVI. ENTIRE AGREEMENT

A. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing, duly authorized and signed by all the parties hereto.

XVII. SEVERABILITY

A. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the parties have set their hand and seals and caused their corporate officers to sign same the day and year first written above.

ATTEST:

Karen Campanelli, Municipal Clerk

TOWNSHIP OF RIVER VALE

BY:

Glen Jasionowski, Mayor

ATTEST:

Maureen Iarossi-Alwan, Municipal Clerk

BOROUGH OF MONTVALE

BY:

Mike Ghassali, Mayor

SHARED SERVICES AGREEMENT ADDENDUM

FOR THE MUNICIPALITIES OF BOROUGH OF MONTVALE AND TOWNSHIP OF RIVER VALE

SHARED DEPARTMENT OF PUBLIC WORKS

SUPPORTED MUNICIPALITY SERVICE LEVELS

Service Area	Timing or Frequency	Service Quality
MANAGEMENT & ADMINISTRATION		
• Represent DPW with Municipalities' elected and appointed officials	Monthly and annual reports on operations/finances and pending projects, with quarterly presentations by the DPW Superintendent at a televised Montvale council meeting Follow-up on all general public inquiries and complaints within 1 business day during the business week Follow-up on all emergency inquiries and complaints within 1 to 2 hours Cooperate with professionals as requested by Montvale council or planning board concerning projects and application needs	Coverage of anticipated officials' questions in DPW reports Once and done resolution of inquiries and complaints Prompt and responsive access to shared DPW personnel & services
• Budget for shared DPW ○ Fully loaded employee costs ○ Vendor contracts ○ Other related expenses	Annually Extend/rebid vendors per contract expiration schedule	Stable cost structure with expected increases of approximately 2% annually
• Capital planning ○ DPW vehicles & equipment	Rolling five (5) year schedule of acquisition, refurbishment, or replacement	Accurately projected capital needs
• Work order planning & assignment	Monthly, weekly, and daily	Reporting capability by service area, level of work effort, physical location, and Municipality

• Fleet management ○ Non-DPW vehicles & equipment	Annually	Recommend anticipated replacement needs to Police, Fire, or other Departments
STREET REPAIR & MAINTENANCE		
• Asphalt pothole repair	Per street maintenance schedule As reported by residents or commuters *NOTE*: Major repaving or reconstruction projects are done by contracted paving vendors – Montvale capital investment.	Year-round maintenance – time of year and weather dependent December through March -- cold patch repairs April through November -- 'hot box' repairs, whenever possible
• Stormwater system	Per stormwater maintenance schedule Proactive monthly monitoring with repairs, as needed *NOTE*: Major repair or rebuilding projects done by contracted excavation vendors – Montvale capital investment.	Stormwater inlets, drains, pipes, and mains -- monthly plus inspection prior to every major storm event Culverts, catch basins, and storm drains – monthly plus clean-out prior to every major storm event
• Roadside clean-up	Monthly or as needed	At least once per month
• Street sweeping	April 1 to December 31 with contracted vendor	Residential areas – 7 times annually, weather permitting Main roads and business districts – every 4 weeks, weather permitting Vendor performance management per contract
• Street/parking lot striping	August and one other non-winter month	Twice per year As-needed for specific projects. Response time to be determined as a result of urgency of the project.
• Street signs	Quarterly	Inspected four times per year Installed, repaired, replaced or reset, as needed

• Street lights	Ongoing and monthly	Reporting of street light outages to Orange & Rockland Utilities, Inc., as needed Montvale-owned street lights (downtown area/parking lots), monthly or as needed
• Dead animal pick-up	As needed	Large animals, like deer, only Small dead animals removed by Tyco Animal Control (Board of Health agreement)
SANITARY SEWER REPAIR & MAINTENANCE		
• Sewer lines	Annual, quarterly, and monthly maintenance schedule On demand response to homeowners' inquiries or complaints, sewer emergencies, and utility mark-out requests	Annual snaking of all municipal sewer lines Quarterly inspection and cleaning main lines Monthly inspection/preventative maintenance of known trouble spots Response within 1-2 hours to calls for emergency assistance Utility mark-out, scheduled as requested
• Sewer pump stations	Year-round repair and maintenance schedule with contracted vendor Daily checks on the pumping stations' status	Pump station inspections, cleaning, and repairs per vendor maintenance schedule Vendor performance management per contract Daily checks on the pumping stations' wet wells, pumps, control panels, and alarms.

		Emergency response, as needed
SNOW REMOVAL		
• Three tier snow removal ○ Brine ○ Salt ○ Plowing	As dictated by storms, October to April Supplemental snow removal with contracted vendor	Rezone municipalities for optimal snow removal efficiency. Respond to emergency service requests as a priority over general services. Brine all county/municipal roadways 24 – 48 hours prior to forecasted snow event Salt/plow county/municipal roadways as dictated by storm severity and duration Direct contracted vendor to designated zones to salt/plow, as needed. Vendor performance management per contract
SHADE TREE		
• Tree Removal and Trimming	Collaboration with Environmental Commission Per tree maintenance schedule Supplemental capabilities with contracted vendor, if needed	Respond to resident inquiries with a visual inspection 2-4 days Tree removal and trimming list addressed per capability of DPW equipment. Vendor performance management per contract
SANITATION & RECYCLING		
• Sanitation	Weekly	Up to 3 times a week, as needed. All trash containers located in main business/commercial districts, at

		public parks, sports fields and bus stops
• Recycling	Weekly	3 times a week: Monday, Wednesday and Saturday All recycling container located in main business/commercial districts, at public parks, sports fields and bus stops Curbside recycling pick-up will remain with Montvale Vendor performance management per contract
SOCIAL & CULTURAL EVENTS		
• Borough Events	Per Montvale social & cultural events calendar	Assist with event planning. Provide event setup, support during events, and post-event clean-up
BUILDINGS & GROUNDS MAINTENANCE		
• Buildings maintenance	Daily per building maintenance schedule On demand	As scheduled On demand response within 1-2 hours of call for assistance
• Grounds maintenance	Weekly, March to November	Cut sports fields 1 to 3 times per week; cut other non-field grounds once per week. Groom, line, and sweep grass fields weekly Turf field groomed and swept as needed at Fieldstone Tennis/basketball court routine maintenance, including leaf removal, light bulb and net adjustment/replacement, minor

		mending of fences, etc. Weeding, planting, mulching, maintenance and beautification of municipal property
• Custodial services	Daily using contracted vendor Rebid vendor contract for both Municipalities	Vendor performance management per contract
VEHICLE & EQUIPMENT MAINTENANCE		
• DPW vehicles and equipment	Ongoing per vehicle maintenance schedule On demand response, as needed	Minor repairs done daily Major repairs evaluated for estimated return to service.
• Non-DPW vehicles and equipment (police, fire, etc.)	Ongoing per vehicle maintenance schedule On demand response, as needed	Minor repairs done daily Major repairs evaluated for estimated return to service. Note: Fire Department apparatus and ambulances not included.

BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO.186-2019

RE: Authorize Release Of Performance Guarantee/BCUW/Madeline Housing Partners, LLC / Bergen County United Way/Block 1606, Lots 6.0 & 6.02

WHEREAS, Bergen County United Way, 6 Forest Avenue, Paramus, NJ has requested a release of their Performance Surety Bonds #24296 & Bond 24297 United States Surety Company for United Way Development In Montvale; and

WHEREAS, a completed inspection of the site has been conducted by Maser Consulting P.A., which takes no exception to the release of the remainder of the performance guarantees in the amount of $56,833.92 and 51,505.28 subsequent to the posting of a $71,042.40 Two Year Maintenance Bond which is detailed in a letter dated October 11, 2018 from Borough Engineer, Andrew Hipolit and has been made a part of this resolution; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Montvale hereby authorized to release the performance guarantee's for United Way and the Two Year Maintenance Bond in the amount of $71,042.40 shall be posted with the Borough of Montvale and a copy of this resolution shall be sent to Gina Nicoletti Gilsenan, Director of Special Projects, Bergen County United Way, 6 Forest Avenue, Paramus, NJ 07652.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Gloeggler							
Koelling							
Lane							
Russo-Vogelsang							

Adopted: September 24, 2019

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor

MASER CONSULTING P.A.

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

October 11, 2018

VIA E-MAIL

Jeffrey Fette, Construction Code Official
Borough of Montvale
12 Mercedes Drive
Montvale, NJ 07645

Re: Certificate of Occupancy/Performance Bond Release
BCUW / Madeline Housing Partners, LLC
Borough of Montvale, Bergen County, NJ
Our File No. MVP-337

Dear Mr. Fette:

Our office has reviewed the project files and conducted an inspection of the improvements at 9 East Grand Avenue. We also understand that the outstanding items from all Borough departments have been satisfied for the site work and development at this address.

Based on our review and inspection, we find that the site improvements have been constructed in substantial conformance with the approved plans, approving Resolution and Developers Agreement, and we therefore take no exception to the Borough issuing a Certificate of Occupancy for 9 East Grand Avenue. Note that our August 20, 2018 letter recommended the issuance of the Certificate of Occupancy for the adjacent building at 11 East Grand (Block 1606, Lot 6) as part of this same application.

Pursuant to our September 3, 2015 letter (attached), our office recommended that the Applicant post a Performance Guarantee in the amount of $568,339.20, of which $56,833.92 was to be in the form of cash and the remainder $511,505.28 would be in the form of a bond. At this time, and as noted above, the Applicant has constructed all site improvements for both lots in substantial conformance with the approved plans and we therefore recommend that the Performance Bond be released in total, subject to the submission of a Maintenance Bond to the Borough in the amount of $71,042.40.

Thank you for your kind attention in this matter. Please contact me should you have any questions.

Very truly yours,

MASER CONSULTING P.A.

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

ARH/cd

cc: Planning Board, via Board Secretary
Lorraine Hutter, Board Secretary
Eamon Bencivengo, BCUW EBencivengo@bergenunitedway.org
Jeff Lewis, BCUW JLewis@bergenunitedway.org
Mary Pat Porcelli, MPorcelli@pricemeese.com

P:\MVP\MVP-337 - BCUW - Madeleine\Correspondence\OUT\181011_arh_fette MVP-337_9EastGrand_CO.docx

Maureen Iarossi

From: Chris Dour <CDour@maserconsulting.com>
Sent: Wednesday, September 11, 2019 2:30 PM
To: Maureen Iarossi
Cc: Linda Boyer
Subject: Emailing: 181011_arh_fette_MVP-337_9EastGrand_CO
Attachments: 181011_arh_fette_MVP-337_9EastGrand_CO.pdf

Maureen,
Their escrow can be released. I attached our letter from last year recommending release of the Performance Bond along with the CO recommendation, which may not have reached your desk as I noticed you were not cc'd...my apologies. We need to collect a two-year Maintenance Bond prior to release.

Let me know if you need anything further.
Chris

Christopher Dour, P.E., P.P.
Project Manager
Connect with Us:

Maser Consulting P.A.
400 Valley Road | Suite 304 | Mt. Arlington, NJ 07856
C: 862-219-0267 P: 973-398-3110 ext: 4542 www.maserconsulting.com

Maser Consulting is pleased to announce it has established new offices in Pittsburgh, PA and Orlando, FL. These new locations affirm the company's strategic plan to expand geographically while providing increased service to its public and private clients.

DISCLAIMER
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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:

FUND	**AMOUNT**	**NOTES**
Current	$136,275.67	Bill List Wire 9/24/2019
	275,757.28	Wires/Manual Checks
Current TOTAL	412,032.95	
Escrow - Trust	330,714.48	Bill List Wire 9/24/2019
General Trust	172.00	Bill List Wire 9/24/2019
Housing Trust	80.00	Bill List Wire 9/24/2019
Celebration Events Trust	2,824.88	Bill List Wire 9/24/2019
Open Space Trust	5,093.62	Bill List Wire 9/24/2019
Capital	48,095.00	Bill List Wire 9/24/2019

This resolution was adopted by the Mayor and Council of Montvale at a meeting held on 9/24/19

Introduced by: _____

Approved: *9/24/19*

Seconded by: _____

_____

Michael Ghassali, Mayor

ATTEST:

_____

Maureen Iarossi-Alwan, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
September 24, 2019

Check #	PO #	Date	Transaction/Vendor	Amount
WIRE		9/10/19	Payroll Account	168,602.19
WIRE		9/10/19	Salary Deduction Account	93,922.59
WIRE		9/10/19	FSA Account	217.50
16681		9/17/19	School of Rock	650.00
16682		9/17/19	Party Perfect Rentals	3,665.00
16683		9/17/19	Magic Mikes Smoked Meats	250.00
16684		9/17/19	Fireworks Extravaganza	6,500.00
16685		9/17/19	Paladin Amusements	1,950.00
Total				275,757.28

P.O. Type: All
Range: First to Last
Format: Detail without 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 / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00019 MUNICIPAL CAPITAL CORPORATION									
19-00117 01/15/19 COLOR COPIER/PRINTER SCANNER		B							
19 COLOR COPIER/PRINTER SCANNER	129.50	9-01-22-725-061	B LEASED EQUIPMENT	R	07/25/19	09/18/19		4975220819	N
20 PLANNING BOARD 2019	129.50	9-01-21-720-061	B LEASED EQUIPMENT	R	06/13/19	09/18/19		4975220819	N
	259.00								
19-00353 03/05/19 COPY MACHINE LEASE - MAILROOM		B							
15 COPY MACHINE LEASE - MAILROOM	399.00	9-01-20-701-061	B LEASED EQUIPMENT	R	06/13/19	09/18/19		4975220819	N
19-00535 04/16/19 PD COPY MACHINE		B							
7 PD COPY MACHINE	179.00	9-01-25-745-061	B LEASED EQUIPMENT	R	05/31/19	09/18/19		4975220819	N
Vendor Total:	837.00								
00021 BERGEN CTY CLERKS ELECT.DIVIS.									
19-01166 08/21/19 2019 PRIMARY ELECTION									
1 OFFICIAL BALLOTS	692.51	9-01-20-702-029	B OTHER CONTRACTUAL ITEMS	R	08/21/19	09/18/19		8-20-2019	N
2 MAIL-IN BALLOTS	1,354.87	9-01-20-702-029	B OTHER CONTRACTUAL ITEMS	R	08/21/19	09/18/19		8-20-2019	N
3 EMERGENCY BALLOTS	606.45	9-01-20-702-029	B OTHER CONTRACTUAL ITEMS	R	08/21/19	09/18/19		8-20-2019	N
4 PROVISIONAL BALLOTS	660.89	9-01-20-702-029	B OTHER CONTRACTUAL ITEMS	R	08/21/19	09/18/19		8-20-2019	N
5 SAMPLE BALLOTS	2,872.67	9-01-20-702-029	B OTHER CONTRACTUAL ITEMS	R	08/21/19	09/18/19		8-20-2019	N
	6,187.39								
Vendor Total:	6,187.39								
00047 D & E UNIFORMS									
19-01132 08/15/19 PD CLOTHING									
1 PD CLOTHING	314.00	9-01-25-745-032	B CLOTHING & UNIFORMS	R	08/15/19	09/18/19		55545	N
2 PD CLOTHING	152.00	9-01-25-745-272	B HANNA, JEFFREY - CLOTHING	R	08/15/19	09/18/19		55600	N
	466.00								
19-01133 08/15/19 PD NEW RECRUIT CLTH 143 144									
1 PD NEW RECRUIT CLTH 143 144	1,702.05	9-01-25-745-110	B NEW RECRUIT CLOTH/EQUIP ISSUE	R	08/15/19	09/18/19		1024	N
2 PD NEW RECRUIT CLTH 143 144	1,702.05	9-01-25-745-110	B NEW RECRUIT CLOTH/EQUIP ISSUE	R	08/15/19	09/18/19		1025	N

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00047 D & E UNIFORMS	Continued								
19-01133 08/15/19 PD NEW RECRUIT CLTH 143 144		Continued							
3 PD NEW RECRUIT CLTH 143 144	858.85	9-01-25-745-110	B NEW RECRUIT CLOTH/EQUIP ISSUE	R	08/15/19	09/18/19		MV1071	N
4 PD NEW RECRUIT CLTH 143 144	488.85	9-01-25-745-110	B NEW RECRUIT CLOTH/EQUIP ISSUE	R	08/15/19	09/18/19		MV1072	N
	4,751.80								
Vendor Total:	5,217.80								
00071 SUEZ WATER NEW JERSEY									
19-01257 09/09/19 10003825412222 SUEZ - SEP 2019									
1 10003825412222 SUEZ - SEP 2019	15,378.17	9-01-31-834-029	B OTHER CONTRACTUAL ITEMS	R	09/09/19	09/18/19		SEPTEMBER 2019	N
Vendor Total:	15,378.17								
00084 MITCHELL HUMPHREY & CO.									
19-01196 08/27/19 CONST. PERMIT ISSUING SOFTWARE									
1 CONST. PERMIT ISSUING SOFTWARE	6,500.00	9-01-22-725-028	B OTHER PROF/CONSULTANT SERVICES	R	08/27/19	09/18/19		00004824	N
Vendor Total:	6,500.00								
00097 CABLEVISION									
19-01225 09/04/19 07873-218840-01-0 CABLEVISION									
1 07873-218840-01-0 CABLEVISION	8.86	9-01-27-791-029	B OTHER CONTRACTUAL ITEMS	R	09/04/19	09/18/19		SEPTEMBER 2019	N
19-01275 09/11/19 CABLEVISION - SEPTEMBER 2019									
1 07873-109890-01-7 CHESTNUT	88.10	9-01-20-701-029	B OTHER CONTRACTUAL ITEMS	R	09/11/19	09/18/19		SEPTEMBER 2019	N
2 07873-204461-01-0 BOROUGH OF	135.45	9-01-20-701-029	B OTHER CONTRACTUAL ITEMS	R	09/11/19	09/18/19		SEPTEMBER 2019	N
	223.55								
Vendor Total:	232.41								
00102 MGL PRINTING SOLUTIONS									
19-01089 08/08/19 time cards									
1 time cards	299.00	9-01-20-701-023	B PRINTING & BINDING	R	08/08/19	09/18/19		166082	N

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00102 MGL PRINTING SOLUTIONS	Continued								
19-01089 08/08/19 time cards		Continued							
2 shipping and handling	24.00	9-01-20-701-023	B PRINTING & BINDING	R	08/08/19	09/18/19		166082	N
	323.00								
Vendor Total:	323.00								
00106 HOPPER, MARIA									
19-01276 09/11/19 125TH ANNIVERSARY BOOKS									
1 125TH ANNIVERSARY BOOKS	1,099.50	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	09/11/19	09/18/19		125TH ANV BOOKS	N
Vendor Total:	1,099.50								
00108 MONTVALE HARDWARE & SUPPLY									
19-01238 09/05/19 HUFF POND CLEAN-UP SUPPLIES									
1 HUFF POND CLEAN-UP SUPPLIES	36.40	9-01-43-303-029	B OTHER CONTRACTUAL ITEMS	R	09/05/19	09/18/19		A171578	N
Vendor Total:	36.40								
00118 NJ STATE LEAGUE OF									
19-01258 09/09/19 LEGISLATIVE BULLETTIN 2019-20									
1 LEGISLATIVE BULLETTIN 2019-20	56.00	9-01-20-701-033	B BOOKS & PUBLICATIONS	R	09/09/19	09/18/19		19B-9037	N
Vendor Total:	56.00								
00146 PSE&G CO.									
19-01237 09/05/19 73 646 781 07 PSE&G-FIREHOUSE									
1 73 646 781 07 PSE&G-FIREHOUSE	59.83	9-01-31-829-070	B NATURAL GAS	R	09/05/19	09/18/19		AUGUST 2019	N
19-01270 09/10/19 PSE&G - AUGUST 2019									
1 67 032 626 08 - 43 HUFF TERR.	18.50	9-01-31-829-070	B NATURAL GAS	R	09/10/19	09/18/19		AUGUST 2019	N
Vendor Total:	78.33								

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00151 LAMENDOLA, BRIAN									
19-01268 09/10/19 PD REIMB SUPPLIES FOR JR PA									
1 PD REIMB SUPPLIES FOR JR PA	90.39	9-01-25-745-036	B OFFICE SUPPLIES	R	09/10/19	09/18/19		EXP. REIMB.	N
Vendor Total:	90.39								
00169 KEVIN J. BEGLEY, ESQ. ATTORNEY									
19-01295 09/13/19 ESCROW RELEASE									
1 ESCROW RELEASE	12,047.07	E-08-00-214-10A	B Equity Estates LLC (1501/21)	R	09/13/19	09/18/19		ESCROW RELEASE	N
2 ESCROW RELEASE	18,979.56	E-08-00-214-10C	B Equity Estates -BOND (1501/21)	R	09/13/19	09/18/19		ESCROW RELEASE	N
3 ESCROW RELEASE	118.35	E-08-00-214-10B	B Equity Estates -INTEREST (1501/21)	R	09/13/19	09/18/19		ESCROW RELEASE	N
	31,144.98								
Vendor Total:	31,144.98								
00172 MONTVALE DEVELOPMENT ASSOCIATE									
19-01296 09/13/19 RELEASE PERFORMANCE GUAR BOND									
1 RELEASE PERFORMANCE GUAR BOND	284,200.00	E-08-00-213-07C	B Mtvl Dev-Hekemian Grp(Wegmans) -Bond	R	09/13/19	09/18/19		BOND RELEASE	N
Vendor Total:	284,200.00								
00178 FAIR GAME GOOSE CONTROL INC.									
19-00048 01/07/19 GOOSE CHASING 2019		B							
8 GOOSE CHASING AUGUST 2019	687.50	T-14-56-286-001	B RESERVE FOR OPEN SPACE TRUST	R	01/07/19	09/18/19		87	N
9 GOOSE CHASING AUGUST 2019	55.00	T-14-56-286-001	B RESERVE FOR OPEN SPACE TRUST	R	01/07/19	09/18/19		87	N
	742.50								
19-01244 09/06/19 CANINE HARASSMENT-BD OF HEALTH									
1 CANINE HARASSMENT-BD OF HEALTH	687.50	9-01-27-785-092	B GEESE CONTROL	R	09/06/19	09/18/19		87	N
2 CANINE HARASSMENT-BD OF HEALTH	55.00	9-01-27-785-092	B GEESE CONTROL	R	09/06/19	09/18/19		87	N
	742.50								
Vendor Total:	1,485.00								

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00181 MAGIC MIKE'S SMOKED MEATS									
19-01305 09/16/19 APPRECIATION RECOGNITION BBQ									
1 APPRECIATION RECOGNITION BBQ	950.00	9-01-43-314-029	B OTHER CONTRACTUAL	R	09/16/19	09/18/19		MCC01	N
Vendor Total:	950.00								
00186 PRIMEPAY,LLC									
19-00137 01/17/19 FSA FEES 2019		B							
9 FSA FEES AUGUST 2019	115.50	9-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R	06/06/19	09/18/19		54669908	N
Vendor Total:	115.50								
00244 EAST COAST EMERGENCY LIGHTING									
19-01027 07/23/19 PD LIGHTS & SIRENS POLARIS RZR									
1 PD LIGHTS & SIRENS POLARIS RZR	3,600.00	9-01-43-320-029	B OTHER CONTRACTUAL	R	07/23/19	09/18/19		20249	N
19-01183 08/22/19 PD SIREN REAPIR									
1 PD SIREN REAPIR	137.40	9-01-25-745-103	B POLICE VEHICLE EQUIPMENT	R	08/22/19	09/18/19		20217	N
Vendor Total:	3,737.40								
00258 ROCKLAND ELECTRIC COMPANY									
19-01226 09/04/19 ROCKLAND ELECTRIC-AUGUST 2019									
1 06119-33003 MEMORIAL DPW	633.26	9-01-31-825-071	B ELECTRICITY	R	09/04/19	09/18/19		AUGUST 2019	N
2 06539-33003 GRAND OTHR MTLBX	104.52	9-01-31-825-071	B ELECTRICITY	R	09/04/19	09/18/19		AUGUST 2019	N
3 06749-33003 1 MEMORIAL DR -	1,033.51	9-01-31-825-086	B ELECTRICITY - 1 MEMORIAL	R	09/04/19	09/18/19		AUGUST 2019	N
4 07169-33005 MEMORIAL TENNIS CT	97.51	9-01-31-825-071	B ELECTRICITY	R	09/04/19	09/18/19		AUGUST 2019	N
5 07589-33005 1 MEMORIAL SHED 1	12.26	9-01-31-825-071	B ELECTRICITY	R	09/04/19	09/18/19		AUGUST 2019	N
6 08971-37012 MEMORIAL LITE FLD	59.34	9-01-31-825-071	B ELECTRICITY	R	09/04/19	09/18/19		AUGUST 2019	N
7 14519-33002 1 MEMORIAL SHED 2	16.48	9-01-31-825-071	B ELECTRICITY	R	09/04/19	09/18/19		AUGUST 2019	N
8 14729-33002 GRAND TFLT 1	50.19	9-01-31-825-071	B ELECTRICITY	R	09/04/19	09/18/19		AUGUST 2019	N
9 19080-79006 MEMORIAL GATE TRFC	15.59	9-01-31-825-071	B ELECTRICITY	R	09/04/19	09/18/19		AUGUST 2019	N
10 01289-33004 KINDERKAMACK RD.	125.60	9-01-31-825-071	B ELECTRICITY	R	09/04/19	09/18/19		AUGUST 2019	N
11 01570-26009 1 MEMORIAL LITE	38.18	9-01-31-825-071	B ELECTRICITY	R	09/04/19	09/18/19		AUGUST 2019	N
12 97679-32024 CHESTNUT RDG TFLT	40.95	9-01-31-825-071	B ELECTRICITY	R	09/04/19	09/18/19		AUGUST 2019	N
13 94949-34001 S MIDLLTWN SWR LFT	365.45	9-01-31-825-071	B ELECTRICITY	R	09/04/19	09/18/19		AUGUST 2019	N
	2,592.84								

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00258 ROCKLAND ELECTRIC COMPANY	Continued								
19-01231 09/05/19 ROCKLAND ELECTRIC- AUGUST 2019									
1 01950-92007 GRAND SO PK 87/97	57.62	9-01-31-825-071	B ELECTRICITY	R	09/05/19	09/18/19		AUGUST 2019	N
2 05630-19009 GRAND SO PK 67/62	40.39	9-01-31-825-071	B ELECTRICITY	R	09/05/19	09/18/19		AUGUST 2019	N
3 00270-02008 WARN LITE F FIRE	10.70	9-01-31-825-071	B ELECTRICITY	R	09/05/19	09/18/19		AUGUST 2019	N
4 24131-58015 13 W. GRAND AVE	10.70	9-01-31-825-071	B ELECTRICITY	R	09/05/19	09/18/19		AUGUST 2019	N
5 88229-32014 12 MERCEDES DRIVE	7,536.51	9-01-31-825-078	B ELECTRICITY - 12 MERCEDES	R	09/05/19	09/18/19		AUGUST 2019	N
	7,655.92								
19-01232 09/05/19 ROCKLAND ELECTRIC - SEPT. 2019									
1 95558-48004 BORO STREET LIGHTS	8,471.35	9-01-31-826-075	B STREET LIGHTING	R	09/05/19	09/18/19		SEPTEMBER 2019	N
19-01251 09/06/19 ROCKLAND ELECTRIC -AUGUST 2019									
1 07871-27002 GRAND SO PK 75/77	28.48	9-01-31-825-071	B ELECTRICITY	R	09/06/19	09/18/19		AUGUST 2019	N
2 06329-33003 W GRAND UNMTRD	12.18	9-01-31-825-071	B ELECTRICITY	R	09/06/19	09/18/19		AUGUST 2019	N
3 95159-32009 GRAND OTHR UNMTR	112.77	9-01-31-825-071	B ELECTRICITY	R	09/06/19	09/18/19		AUGUST 2019	N
4 89069-35008 E GRAND OTH UNMTR	21.74	9-01-31-825-071	B ELECTRICITY	R	09/06/19	09/18/19		AUGUST 2019	N
	175.17								
Vendor Total:	18,895.28								
00375 BOROUGH OF PARK RIDGE									
19-01104 08/14/19 2019 PISTOL RANGE AGREEMENT									
1 2019 PISTOL RANGE AGREEMENT	4,500.00	9-01-25-745-108	B MAINTENANCE/RENTAL AGREEMENTS	R	08/14/19	09/18/19		2019 AGREEMENT	N
19-01138 08/16/19 TRI-BORO FUEL DEPOT REPAIR									
1 TRI-BORO FUEL DEPOT REPAIR	1,057.67	9-01-20-701-029	B OTHER CONTRACTUAL ITEMS	R	08/16/19	09/18/19		8/13/2019	N
19-01144 08/16/19 TRI-BORO SAFETY DEPT. UPGRADE									
1 TRI-BORO SAFETY DEPT. UPGRADE	1,280.39	9-01-25-752-026	B MAINTENANCE OF OTHER EQUIPMENT	R	08/16/19	09/18/19		8-13-2019	N
2 TRI-BORO SAFETY DEPT. UPGRADE	1,280.39	9-01-25-746-029	B OTHER CONTRACTUAL ITEMS	R	08/16/19	09/18/19		8-13-2019	N
	2,560.78								
Vendor Total:	8,118.45								

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00422 CEUnion									
19-01216 09/04/19 WEBINAR - SEPTEMBER 10, 2019									
1 FACEBOOK FOR ELECTED OFFICIALS	35.00	9-01-20-704-042	B EDUCATION/TRAINING/SEMINARS	R	09/04/19	09/18/19		3703	N
Vendor Total:	35.00								
00497 LEVITZKI, ANN									
19-01130 08/15/19 CELL PHONE - JULY 2019									
1 CELL PHONE - JULY 2019	24.52	9-01-42-855-029	B OTHER CONTRACTUAL ITEMS	R	08/15/19	09/18/19		JULY 2019	N
2 CELL PHONE - JULY 2019	25.52	9-01-41-250-029	B OTHER CONTRACTUAL ITEMS	R	08/15/19	09/18/19		JULY 2019	N
	50.04								
Vendor Total:	50.04								
00529 PETER AND CATHERINE DAVEY, LLC									
19-01262 09/10/19									
1 Dinner 9/11	169.15	9-01-20-703-125	B MAYORS EXPENSES	R	09/10/19	09/18/19		CK 4479	N
Vendor Total:	169.15								
00578 TREASURER, STATE OF NJ DCA									
19-00927 07/02/19 2nd Quarter State Fees - 2019									
1 2nd Quarter State Fees - 2019	10,900.00	9-01-55-271-016	B RESERVE FOR BOCA TRAINING FEES	R	07/02/19	09/18/19		2ND QTR. 2019	N
Vendor Total:	10,900.00								
00705 APPROVED SURGICAL SUPPLIES INC									
19-01066 07/30/19 PD OXYGEN									
1 PD OXYGEN	227.00	9-01-25-745-102	B OXYGEN TANK/FIRE EXT - M & R	R	07/30/19	09/18/19		43047 +	N
Vendor Total:	227.00								
00730 BOGGIA & BOGGIA, ESQS.									
19-01229 09/05/19 AFFORDABLE HOUSING LITIGATION									
1 TRUST - RESERVE FOR HOUSING	45.00	T-03-56-286-006	B TRUST - RESERVE FOR HOUSING	R	09/05/19	09/18/19		30005	N
Vendor Total:	45.00								

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00731 MASER CONSULTING P.A.									
18-00827 06/20/18 INSPECTION-2018 ROADWAY IMPROV		B							
12 CONSTRUCTION MANAGEMENT	1,018.50	C-04-55-447-A00	B ROAD IMPROVEMENTS	R	06/20/18	09/18/19		0000532037	N
18-01482 11/21/18 DESIGN & BIDDING SERVICES USR		B							
12 CONSTRUCTION OBSERVATION	760.50	C-04-55-447-A00	B ROAD IMPROVEMENTS	R	03/04/19	09/18/19		0000532016	N
18-01659 12/24/18 BOUNDARY SURVEY		B							
9 BOUNDARY SURVEY	115.50	8-01-20-715-029	B ENGINEERING - OTHER CONTRACTUAL ITEMS	R	12/31/18	09/18/19		0000532030	N
19-00144 01/17/19 ENGINEER RETAINER 2019		B							
10 ENGINEER RETAINER 2019	450.00	9-01-20-715-028	B OTHER PROF/CONSULTANT SERVICES	R	05/20/19	09/18/19		0000532025	N
19-00504 04/04/19 BOROUGH HALL HVAC UPGRADES		B							
7 CONSTRUCTION OBSERVATION SVCS.	4,911.00	9-01-20-715-029	B ENGINEERING - OTHER CONTRACTUAL ITEMS	R	04/18/19	09/18/19		0000532028	N
19-00946 07/03/19 DESIGN- 2019 ROADWAY IMPROV.		B							
4 DESIGN AND BIDDING SERVICES	14,070.50	C-04-55-470-A00	B ROAD IMPROVEMENTS	R	07/03/19	09/18/19		0000532021	N
19-00947 07/03/19 OBSERVATION 2019 ROADWAY IMPRO		B							
4 CONSTRUCTION OBSERVATION SVCS.	31,786.00	C-04-55-470-A00	B ROAD IMPROVEMENTS	R	07/03/19	09/18/19		0000532021	N
19-01003 07/17/19 LATRENTA FIELD IMPROV.-DESIGN		B							
3 DESIGN,SPECIFICATIONS &BIDDING	459.50	C-04-55-470-C00	B IMPROVEMENTS TO VARIOUS FIELDS	R	07/17/19	09/18/19		0000532032	N
19-01187 08/27/19 ESCROW PAYMENT									
1 WOODLAND HGHTS 1301/24+-2204/	790.00	E-08-00-207-23A	B WOODLAND HGHTS 1301/24+-2204/39&40	R	08/27/19	09/18/19		0000524515	N
19-01195 08/27/19 ESCROW PAYMENTS									
1 CLEANSCAPE COMMERCIAL (VERI)	554.00	E-08-00-219-15A	B CLEANSCAPE COMMERICAL (VERI) (1401/6)	R	08/27/19	09/18/19		0000532124	N
2 WAYPOINT RESIDENTIAL LLC	126.00	E-08-00-219-11A	B WAYPOINT RESIDENTIAL LLC (1002/7)	R	08/27/19	09/18/19		0000532110	N
3 METRO HOME DEV-MAGNOLIA AVE	1,134.00	E-08-00-218-22A	B METRO HOME DEV-MAGNOLIA AVE(603,34-36)	R	08/27/19	09/18/19		0000532106	N
4 HORNROCK PROPERTIES MPR LLC	294.00	E-08-00-218-14A	B HORNROCK PROPERTIES MPR LLC (3302/1)	R	08/27/19	09/18/19		0000532122	N
5 MERCEDES-BENZ 2702/1, 2801/2	42.00	E-08-00-216-02A	B S.Hekemian/Mercedes(TRIBORO) (2702/1&3)	R	08/27/19	09/18/19		0000532104	N
6 TSL PIKE PREDEVELOPMENT	168.00	E-08-00-218-02A	B TSL PIKE PREDEVELOPMENT (1102/2)	R	08/27/19	09/18/19		0000532121	N
	2,318.00								

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00731 MASER CONSULTING P.A.	Continued								
19-01239 09/05/19 2019 Montvale GIS Updates		B							
2 GIS SERVICES	833.00	9-01-21-720-028	B OTHER PROF/CONSULTANT SERVICES	R	09/05/19	09/18/19		0000532018	N
19-01240 09/05/19 ESCROW PAYMENT									
1 MTVL DEV-HEKEMIAN GROUP	1,269.00	E-08-00-213-07A	B Mtvl Dev-Hekemian Grp(Wegmans)(2802/2&3)	R	09/05/19	09/18/19		0000531996	N
19-01242 09/05/19 MUNICIPAL ENGINEERING REVIEW									
1 TRUST - RESERVE FOR ENGINEER	172.00	T-03-56-286-008	B TRUST - RESERVE FOR ENGINEER	R	09/05/19	09/18/19		0000532024	N
19-01247 09/06/19 ESCROW PAYMENTS									
1 LANE/MCGUNIESS (802/14&15)	172.00	E-08-00-204-02A	B LANE/MCGUINESS(802/14&15)	R	09/06/19	09/18/19		0000532006	N
19-01248 09/06/19 PROFESSIONAL SERVICES RENDERED									
1 MUNICIPAL ENGINEERING REVIEW	201.50	9-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	09/06/19	09/18/19		0000532014	N
2 ECOLOGICAL SERVICES	172.00	9-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	09/06/19	09/18/19		0000532014	N
	373.50								
19-01252 09/06/19 2019 GENERAL ENGINEERING									
1 2019 GENERAL ENGINEERING	932.00	9-01-20-715-029	B ENGINEERING - OTHER CONTRACTUAL ITEMS	R	09/06/19	09/18/19		0000532027	N
Vendor Total:	60,431.00								
00896 GIAMMARINO, MICHAEL									
19-00233 02/05/19 INTERPRETER SERVICES 2019		B							
31 INTERPRETER SERVICES 2019	73.50	9-01-42-855-028	B OTHER PROF/CONSULTANT SERVICES	R	08/08/19	09/18/19		SEPT. 11, 2019	N
32 INTERPRETER SERVICES 2019	76.50	9-01-41-250-028	B OTHER PROFESSIONAL/CONSULTING SERVICES	R	08/08/19	09/18/19		SEPT. 11, 2019	N
	150.00								
Vendor Total:	150.00								
01132 COOPERATIVE COMMUNICATIONS,INC									
19-01208 08/29/19 201-391-5700 BORO PHONE LINES									
1 201-391-5700 BORO PHONE LINES	1,999.86	9-01-31-827-076	B TELEPHONE CHARGES	R	08/29/19	09/18/19		AUGUST 2019	N
Vendor Total:	1,999.86								

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01134 RESERVE ACCOUNT									
19-01203 08/28/19 POSTAGE FOR TAX DEPARTMENT									
1 POSTAGE FOR TAX DEPARTMENT	225.50	9-01-20-708-022	B POSTAGE AND EXPRESS CHARGES	R	08/28/19	09/18/19		TAX POSTAGE	N
Vendor Total:	225.50								
01211 TURN OUT UNIFORMS & CO.									
19-01102 08/14/19 PD INITIAL ISSUE GASTON DISPOT									
1 PD INITIAL ISSUE GASTON DISPOT	727.42	9-01-25-745-110	B NEW RECRUIT CLOTH/EQUIP ISSUE	R	08/14/19	09/18/19		204485	N
2 PD INITIAL ISSUE GASTON DISPOT	249.99	9-01-25-745-110	B NEW RECRUIT CLOTH/EQUIP ISSUE	R	08/14/19	09/18/19		204485-01	N
3 PD INITIAL ISSUE GASTON DISPOT	748.42	9-01-25-745-110	B NEW RECRUIT CLOTH/EQUIP ISSUE	R	08/14/19	09/18/19		204486	N
4 PD INITIAL ISSUE GASTON DISPOT	249.99	9-01-25-745-110	B NEW RECRUIT CLOTH/EQUIP ISSUE	R	08/14/19	09/18/19		204486-01	N
	1,975.82								
Vendor Total:	1,975.82								
01395 WATCHGUARD VIDEO									
19-00748 05/21/19 PD MV 364 CAMERA SYSTEM									
1 PD MV 364 CAMERA SYSTEM	359.00	9-01-25-760-051	B PURCHASE OF VEHICLES	R	05/21/19	09/18/19		ACCINV0021009	N
19-00806 06/05/19 PD MV 364 CAR CAMERA SYSTEM									
1 PD MV 364 CAR CAMERA SYSTEM	5,286.00	9-01-44-819-000	B ACQUISITION OF EQUIPMENT - POLICE	R	06/05/19	09/18/19		4REINV0009404	N
Vendor Total:	5,645.00								
01471 RICCIARDELLA ELECTRIC INC.									
19-01201 08/28/19 EMERGENCY REPAIR-MEMORIAL FLD									
1 EMERGENCY REPAIR-MEMORIAL FLD	4,351.12	T-14-56-286-001	B RESERVE FOR OPEN SPACE TRUST	R	08/28/19	09/18/19		3818	N
Vendor Total:	4,351.12								
01557 RAYMOND BROTHERS LANDSCAPING									
19-01184 08/22/19 PROPERTY MAINTENANCE									
1 LAWN MAINTENANCE - AUGUST	1,650.00	9-01-26-772-029	B OTHER CONTRACTUAL ITEMS	R	08/22/19	09/18/19		192945	N

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01557 RAYMOND BROTHERS LANDSCAPING	Continued								
19-01188 08/27/19 PROPERTY MAINTENANCE									
1 PROPERTY MAINTENANCE FOR	1,350.00	9-01-26-772-029	B OTHER CONTRACTUAL ITEMS	R	08/27/19	09/18/19		192947	N
Vendor Total:	3,000.00								
01643 DENT, LISA									
19-01227 09/04/19 DITP Supplies									
1 DITP Supplies	49.02	9-01-28-797-029	B OTHER CONTRACTUAL ITEMS	R	09/04/19	09/18/19		EXP. REIMB.	N
19-01293 09/13/19 Day in the Park Tablecloths									
1 Day in the Park Tablecloths	34.10	9-01-28-797-029	B OTHER CONTRACTUAL ITEMS	R	09/13/19	09/18/19		EXP. REIMB.	N
19-01312 09/17/19 Day in the Park Tablecloths									
1 Day in the Park Tablecloths	272.80	9-01-28-797-029	B OTHER CONTRACTUAL ITEMS	R	09/17/19	09/18/19		EXP. REIMB.	N
Vendor Total:	355.92								
01757 COMPLETE SECURITY SYSTEMS INC.									
19-01186 08/23/19 FIRE ALARM MONITORING									
1 FIRE ALARM MONITORING ~	540.00	9-01-26-772-099	B BUILDING MAINTENANCE - FIRE	R	08/23/19	09/18/19		16527	N
19-01199 08/28/19 ACCESS CONTROL RELAY SENIOR CT									
1 ACCESS CONTROL RELAY SENIOR CT	438.75	9-01-26-772-031	B BUILDING MAINT - COMMUNITY CENTER	R	08/28/19	09/18/19		243775	N
Vendor Total:	978.75								
01760 UNITED PARCEL SERVICE									
19-01255 09/09/19 UNITED PARCEL SERVICE - AUGUST									
1 UNITED PARCEL SERVICE - AUGUST	3.62	9-01-20-710-022	B POSTAGE & EXPRESS CHARGES	R	09/09/19	09/18/19		0000F047X6359	N
2 UNITED PARCEL SERVICE - AUGUST	3.62	9-01-20-701-022	B POSTAGE & EXPRESS CHARGES	R	09/09/19	09/18/19		0000F047X6359	N
3 UNITED PARCEL SERVICE - AUGUST	5.87	9-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	09/09/19	09/18/19		0000F047X6359	N
4 UNITED PARCEL SERVICE - AUGUST	5.87	9-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	09/09/19	09/18/19		0000F047X6359	N
5 UNITED PARCEL SERVICE - AUGUST	5.87	9-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	09/09/19	09/18/19		0000F047X6359	N
	24.85								
Vendor Total:	24.85								

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
01767 VERIZON									
19-01207 08/29/19 555-569-014-0001-55 VERIZON									
1 555-569-014-0001-55 VERIZON	170.64	9-01-25-745-029	B OTHER CONTRACTUAL ITEMS	R	08/29/19	09/18/19		SEPTEMBER 2019	N
Vendor Total:	170.64								
01788 TIGHE, RAYMOND									
19-01279 09/12/19 TAX ASSESSOR - MILEAGE REIMB.									
1 TAX ASSESSOR - MILEAGE REIMB.	105.56	9-01-20-710-045	B TRAVEL	R	09/12/19	09/18/19		MILEAGE REIMB.	N
2 TAX ASSESSOR - TOLL REIMB.	3.00	9-01-20-710-045	B TRAVEL	R	09/12/19	09/18/19		TOLL REIMB.	N
	108.56								
Vendor Total:	108.56								
01833 MCGEE, HEATHER									
19-01263 09/10/19 PD PETTY CASH REIMB									
1 PD PETTY CASH REIMB	90.25	9-01-25-745-041	B MEAL REIMBURSEMENT	R	09/10/19	09/18/19		PETTY CASH	N
2 PD PETTY CASH REIMB	20.00	9-01-25-745-267	B SANFILIPPO, JOSEPH - CLOTHING	R	09/10/19	09/18/19		PETTY CASH	N
3 PD PETTY CASH REIMB	18.00	9-01-25-745-058	B OTHER EQUIPMENT & SUPPLIES	R	09/10/19	09/18/19		PETTY CASH	N
4 PD PETTY CASH REIMB	42.90	9-01-25-745-261	B AMADO, HERMINIO - CLOTHING	R	09/10/19	09/18/19		PETTY CASH	N
5 PD PETTY CASH REIMB	116.60	9-01-25-745-103	B POLICE VEHICLE EQUIPMENT	R	09/10/19	09/18/19		PETTY CASH	N
	287.75								
Vendor Total:	287.75								
01859 ATLANTIC UNIFORM CO.									
19-00361 03/06/19 PD OUTER CARRIER VESTS									
1 PD OUTER CARRIER VESTS	248.75	9-01-25-745-256	B PIERRI, JASON - CLOTHING	R	03/06/19	09/18/19		INV-000046	N
2 PD OUTER CARRIER VESTS	248.75	9-01-25-745-255	B WERBA, J. - CLOTHING	R	03/06/19	09/18/19		INV-000046	N
3 PD OUTER CARRIER VESTS	248.75	9-01-25-745-274	B NEWELL, JOHN - CLOTHING	R	03/06/19	09/18/19		INV-000046	N
4 PD OUTER CARRIER VESTS	248.75	9-01-25-745-273	B DUBELBEISS RYAN - CLOTHING	R	03/06/19	09/18/19		INV-000046	N
5 PD OUTER CARRIER VESTS	248.75	9-01-25-745-264	B MC NEICE, ALLISON - CLOTHING	R	03/06/19	09/18/19		INV-000046	N
6 PD OUTER CARRIER VESTS	248.75	9-01-25-745-272	B HANNA, JEFFREY - CLOTHING	R	03/06/19	09/18/19		INV-000046	N
7 PD OUTER CARRIER VESTS	248.75	9-01-25-745-261	B AMADO, HERMINIO - CLOTHING	R	03/06/19	09/18/19		INV-000046	N
8 PD OUTER CARRIER VESTS	248.75	9-01-25-745-275	B HAWKEN, CHRISTOPHER - CLOTHING	R	03/06/19	09/18/19		INV-000046	N
9 PD OUTER CARRIER VESTS	248.75	9-01-25-745-268	B FOLEY, ALISHA R - CLOTHING	R	03/06/19	09/18/19		INV-000046	N
10 PD OUTER CARRIER VESTS	248.75	9-01-25-745-265	B MARSICO, WALTER - CLOTHING	R	03/06/19	09/18/19		INV-000046	N
11 PD OUTER CARRIER VESTS	248.75	9-01-25-745-271	B CRUISE, EARL - CLOTHING	R	03/06/19	09/18/19		INV-000046	N

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01859 ATLANTIC UNIFORM CO.	Continued								
19-00361 03/06/19 PD OUTER CARRIER VESTS		Continued							
12 PD OUTER CARRIER VESTS	248.75	9-01-25-745-257	B ROBALINO, ERIC - CLOTHING	R	03/06/19	09/18/19		INV-000046	N
13 PD OUTER CARRIER VESTS	248.75	9-01-25-745-269	B DILAURI RUSSELL - CLOTHING	R	08/21/19	09/18/19		INV-000046	N
14 PD OUTER CARRIER VESTS	248.75	9-01-25-745-253	B VLADICK, MATTHEW - CLOTHING	R	08/21/19	09/18/19		INV-000046	N
	3,482.50								
Vendor Total:	3,482.50								
01927 OFFICE CONCEPTS GROUP, INC.									
19-01233 09/05/19 office supplies									
1 COPY PAPER	251.94	9-01-20-701-036	B OFFICE SUPPLIES	R	09/05/19	09/18/19		901486-0	N
2 copy paper	41.99	9-01-20-702-036	B OFFICE SUPPLIES	R	09/05/19	09/18/19		901486-0	N
3 copy paper	85.98	9-01-20-704-036	B OFFICE SUPPLIES	R	09/05/19	09/18/19		901486-0	N
4 copy paper	42.99	9-01-20-708-036	B OFFICE SUPPLIES	R	09/05/19	09/18/19		901486-0	N
5 copy paper	42.99	9-01-20-708-036	B OFFICE SUPPLIES	R	09/05/19	09/18/19		901486-0	N
6 COPY PAPER	41.99	9-01-21-720-036	B OFFICE SUPPLIES	R	09/05/19	09/18/19		901486-0	N
7 copy paper	171.96	9-01-22-725-036	B OFFICE SUPPLIES	R	09/05/19	09/18/19		901486-0	N
8 HON BRIGADE 700 SERIES FILE	975.98	9-01-20-701-057	B FURNITURE & FURNISHINGS	R	09/05/19	09/18/19		901486-0	N
	1,655.82								
Vendor Total:	1,655.82								
01936 JAKE'S BLACK DOG BBQ INC.									
19-01277 09/11/19 125TH ANNIVERSARY / FOOD SVC.									
1 125TH ANNIVERSARY / FOOD SVC.	130.50	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	09/11/19	09/18/19		5-18-2019	N
2 125TH ANNIVERSARY / FOOD SVC.	3,869.50	9-01-20-703-124	B 125TH ANNIVERSARY CELEBRATION	R	09/11/19	09/18/19		5-18-2019	N
	4,000.00								
Vendor Total:	4,000.00								
01953 RUSSO-VOGELSANG, ANNMARIE									
19-00792 06/03/19 125TH ANNIVERSARY PICNIC									
1 RIBBONS GALORE	237.14	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
2 AMAZON.COM - RAFFLE TICKETS	36.14	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
3 AMAZON.COM - SKIMMER HATS	42.64	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
4 AMAZON.COM - GARTERS ARMBANDS	59.28	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
5 AMAZON.COM - GARTERS ARMBANDS	22.23	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N

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01953 RUSSO-VOGELSANG, ANNMARIE	Continued								
19-00792 06/03/19 125TH ANNIVERSARY PICNIC		Continued							
6 AMAZON.COM - TUMBLING TIMBERS	206.82	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
7 AMAZON.COM - JELLY BEANS	37.85	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
8 AMAZON.COM - SUPER BOUNCY BALL	20.63	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
9 AMAZON.COM - JELLY BEANS	21.30	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
10 AMAZON.COM - TRAVEL SOAP BARS	59.68	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
11 AMAZON.COM - MINI RACE CARS	58.55	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
12 AMAZON.COM - BOUNCY BALLS	20.63	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
13 AMAZON.COM-BIOFREEZE PAIN REL.	88.82	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
14 AMAZON.COM - SYRINGE PEN	76.72	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
15 AMAZON.COM - KIDS PRIZES	145.28	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
16 AMAZON.COM - TYVEK WRISTBANDS	25.56	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
17 ORIENTAL TRADING - KIDS PRIZES	367.94	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
18 BERGEN SUPPLY - SPOONS	5.00	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
19 THE HOME DEPOT - SAFETY	24.74	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
20 CVS PHARMACY - CORE BOARD/MARK	37.93	T-09-56-286-002	B CELEBRATION EVENTS-125th ANNIVERSARY	R	06/03/19	09/18/19		EXP. REIMB.	N
21 CVS PHARMACY - CORE BOARD/MARK	16.93	9-01-20-703-124	B 125TH ANNIVERSARY CELEBRATION	R	06/03/19	09/18/19		EXP. REIMB.	N
22 DOLLAR GENERAL STORE - POOL	13.01	9-01-20-703-124	B 125TH ANNIVERSARY CELEBRATION	R	06/03/19	09/18/19		EXP. REIMB.	N
23 BETA FISH	0.00	9-01-20-703-124	B 125TH ANNIVERSARY CELEBRATION	R	06/03/19	09/18/19		EXP. REIMB.	N
	1,624.82								
Vendor Total:	1,624.82								
01968 DISPOTO, NICHOLAS									
19-01108 08/14/19 PD REIMB CLOTHING DISPOTO									
1 PD REIMB CLOTHING DISPOTO	119.00	9-01-25-745-110	B NEW RECRUIT CLOTH/EQUIP ISSUE	R	08/14/19	09/18/19		EXP. REIMB.	N
Vendor Total:	119.00								
02141 REGAN, ROBERT T., ESQ.									
19-01219 09/04/19 ESCROW PAYMENTS									
1 MERCEDES-BENZ 2702/1,2801/2	875.25	E-08-00-213-11A	B Mercedes-Benz 2702/1,2801/2	R	09/04/19	09/18/19		15888	N
2 PREMIER DEVELOPERS (160 SVR)	245.00	E-08-00-217-11A	B Premier Developers (160 SVR) 301/2&3	R	09/04/19	09/18/19		15880	N
3 METRO HOME DEV-MAGNOLIA AVE	542.50	E-08-00-218-22A	B METRO HOME DEV-MAGNOLIA AVE(603,34-36)	R	09/04/19	09/18/19		15919	N
4 WAYPOINT REIDENTIAL LLC	350.00	E-08-00-219-11A	B WAYPOINT RESIDENTIAL LLC (1002/7)	R	09/04/19	09/18/19		15917	N
5 ATLANTIS MANAGEMENT GROUP LLC	105.00	E-08-00-219-01A	B ATLANTIS MANAGEMENT GROUP LLC (1601/15)	R	09/04/19	09/18/19		15892	N
6 BENJAMIN MOORE & CO (2002/1)	35.00	E-08-00-218-30A	B BENJAMIN MOORE & CO (2002/1)	R	09/04/19	09/18/19		15891	N

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02141 REGAN, ROBERT T., ESQ.	Continued								
19-01219 09/04/19 ESCROW PAYMENTS		Continued							
7 TSL PIKE PREDEVELOPMENT	157.50	E-08-00-218-02A	B TSL PIKE PREDEVELOPMENT (1102/2)	R	09/04/19	09/18/19		15890	N
8 HORNROCK PROPERTIES MPR LLC	8,109.25	E-08-00-218-14A	B HORNROCK PROPERTIES MPR LLC (3302/1)	R	09/04/19	09/18/19		15885	N
9 YEV INVESTMENTS LLC (104/14)	178.50	E-08-00-219-04A	B YEV INVESTMENTS LLC (104/14)	R	09/04/19	09/18/19		15883	N
10 CLEANSCAPE COMMERCIAL (VERI)	210.00	E-08-00-219-15A	B CLEANSCAPE COMMERICAL (VERI) (1401/6)	R	09/04/19	09/18/19		15881	N
	10,808.00								
19-01220 09/04/19 COAH									
1 TRUST - RESERVE FOR HOUSING	35.00	T-03-56-286-006	B TRUST - RESERVE FOR HOUSING	R	09/04/19	09/18/19		15911	N
19-01221 09/04/19 PROFESSIONAL SERVICES RENDERED									
1 KELLEY APPLICATION - BLOCK 805	32.00	9-01-21-720-028	B OTHER PROF/CONSULTANT SERVICES	R	09/04/19	09/18/19		13223	N
19-01228 09/05/19 ESCROW PAYMENT									
1 PINTO, LAWRENCE&TANIA (201/3)	12.50	E-08-00-217-02A	B Pinto, Lawrence & Tania (201/3)	R	09/05/19	09/18/19		15175	N
19-01236 09/05/19 SITE PLAN COMMITTEE MEETING									
1 SITE PLAN COMMITTEE MEETING	80.00	9-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	09/05/19	09/18/19		14514	N
Vendor Total:	10,967.50								
02408 MCDOWELL, DOUGLAS									
19-01266 09/10/19 MCDOWELL CLOTHING ALLOW REIMB									
1 MCDOWELL CLOTHING ALLOW REIMB	138.98	9-01-25-745-263	B MC DOWELL, DOUGLAS R - CLOTHING	R	09/10/19	09/18/19		CLOTHING REIMB.	N
19-01271 09/10/19 REIMB POLICE EQUIPMENT									
1 REIMB POLICE EQUIPMENT	220.44	9-01-25-745-103	B POLICE VEHICLE EQUIPMENT	R	09/10/19	09/18/19		EXP. REIMB.	N
Vendor Total:	359.42								
02532 BERGEN COUNTY DEPT HEALTH SVCS									
19-01107 08/14/19 PD BLOOD BORNE PATH TRAINING									
1 PD BLOOD BORNE PATH TRAINING	378.00	9-01-25-745-042	B EDUCATION/TRAINING/SEMINARS	R	08/14/19	09/18/19		BBP 693	N
Vendor Total:	378.00								

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract Charge Account	PO Type / Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
03060 TRI-STATE TECHNICAL SERVICES									
19-00073 01/10/19 2019 COMPUTER MAINTENANCE			B						
12 2019 COMPUTER MAINTENANCE	726.25	9-01-20-701-108	B MAINTENANCE/RENTAL AGREEMENTS	R	05/02/19	09/18/19		27700	N
19-00074 01/10/19 2019 ACCESS/SPECIAL MICROSOFT			B						
10 2019 ACCESS/SPECIAL MICROSOFT	384.00	9-01-20-701-108	B MAINTENANCE/RENTAL AGREEMENTS	R	05/03/19	09/18/19		26855	N
19-01182 08/22/19 PD COMPUTER MAINT									
1 PD COMPUTER MAINT	239.82	9-01-25-745-060	B COMPUTER EQUIP - MAINT/REPAIR	R	08/22/19	09/18/19		29321	N
Vendor Total:	1,350.07								
03084 WESLEY SICOMAC DAIRY									
19-00136 01/17/19 2019 MILK DELIVERY			B						
9 2019 MILK DELIVERY - AUGUST	49.41	9-01-20-701-041	B MEAL REIMBURSEMENT	R	05/07/19	09/18/19		AUGUST 2019	N
Vendor Total:	49.41								
03131 CERTIFIED SPEEDOMETER SERVICE									
19-01135 08/16/19 PD CALIBRATION OF CARS									
1 PD CALIBRATION OF CARS	62.00	9-01-25-745-029	B OTHER CONTRACTUAL ITEMS	R	08/16/19	09/18/19		21710	N
2 PD CALIBRATION OF CARS	217.00	9-01-25-745-029	B OTHER CONTRACTUAL ITEMS	R	08/16/19	09/18/19		21779	N
	279.00								
Vendor Total:	279.00								
03215 UNUM LIFE INSURANCE									
19-00141 01/17/19 2019 LIFE INSURANCE			B						
9 2019 LIFE INSURANCE AUGUST	227.70	9-01-23-735-029	B OTHER CONTRACTUAL ITEMS	R	05/28/19	09/18/19		AUGUST 2019	N
Vendor Total:	227.70								
03589 DELL MARKETING LP									
19-01159 08/20/19 DELL LAPTOP -CFO R.OVERGAARD									
1 DELL LAPTOP- CFO-R.OVERGAARD	1,351.77	9-01-20-701-059	B COMPUTER SERVICES AND EQUIPMENT	R	08/20/19	09/18/19		10338643864	N

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
03589 DELL MARKETING LP	Continued								
19-01159 08/20/19 DELL LAPTOP -CFO R.OVERGAARD		Continued							
2 DELL PRO BRIEFCASE	44.39	9-01-20-701-059	B COMPUTER SERVICES AND EQUIPMENT	R	08/20/19	09/18/19		10338643864	N
	1,396.16								
Vendor Total:	1,396.16								
03623 BORGATA HOTEL CASINO AND SPA									
19-01294 09/13/19 NJLOM Conference									
1 Michael Ghassali	162.00	9-01-20-703-042	B EDUCATION/TRAINING/SEMINARS	R	09/13/19	09/18/19		NJLOM CONF.2019	N
2 Jason Szabo	162.00	9-01-25-745-042	B EDUCATION/TRAINING/SEMINARS	R	09/13/19	09/18/19		NJLOM CONF.2019	N
3 Alisha Foley	162.00	9-01-25-745-042	B EDUCATION/TRAINING/SEMINARS	R	09/13/19	09/18/19		NJLOM CONF.2019	N
4 Joseph Sanfillippo	162.00	9-01-25-745-042	B EDUCATION/TRAINING/SEMINARS	R	09/13/19	09/18/19		NJLOM CONF.2019	N
5 Christopher Hawkens	162.00	9-01-25-745-042	B EDUCATION/TRAINING/SEMINARS	R	09/13/19	09/18/19		NJLOM CONF.2019	N
6 Douglas McDowell	162.00	9-01-25-745-042	B EDUCATION/TRAINING/SEMINARS	R	09/13/19	09/18/19		NJLOM CONF.2019	N
7 Ray Tighe	334.00	9-01-20-710-042	B EDUCATION/TRAINING/SEMINARS	R	09/13/19	09/18/19		NJLOM CONF.2019	N
8 Christine Kalafut	334.00	9-01-20-705-042	B EDUCATION/TRAINING/SEMINARS	R	09/13/19	09/18/19		NJLOM CONF.2019	N
9 Annmarie Russo-Vogelsang	162.00	9-01-20-703-042	B EDUCATION/TRAINING/SEMINARS	R	09/13/19	09/18/19		NJLOM CONF.2019	N
10 elizabeth Glogeggler	162.00	9-01-20-703-042	B EDUCATION/TRAINING/SEMINARS	R	09/13/19	09/18/19		NJLOM CONF.2019	N
11 Dieter Koelling	162.00	9-01-20-703-042	B EDUCATION/TRAINING/SEMINARS	R	09/13/19	09/18/19		NJLOM CONF.2019	N
12 doug arendacs	162.00	9-01-20-703-042	B EDUCATION/TRAINING/SEMINARS	R	09/13/19	09/18/19		NJLOM CONF.2019	N
13 Lorraine Hutter	334.00	9-01-21-720-042	B EDUCATION/TRAINING/SEMINARS	R	09/13/19	09/18/19		NJLOM CONF.2019	N
	2,622.00								
Vendor Total:	2,622.00								
03682 CRUISE, E. K.									
19-01264 09/10/19 REIMB CRUISE QUALIFICATIONS									
1 REIMB CRUISE QUALIFICATIONS	80.00	9-01-25-745-041	B MEAL REIMBURSEMENT	R	09/10/19	09/18/19		EXP. REIMB.	N
Vendor Total:	80.00								
03687 MYRON CORP.									
19-01093 08/08/19 PD PROMOTIONAL PENS									
1 PD PROMOTIONAL PENS	290.74	9-01-25-745-104	B COMMUNITY SERVICES PROGRAM	R	08/08/19	09/18/19		114384647	N
Vendor Total:	290.74								

Vendor # Name / PO # PO Date Description / Item Description	Amount	Contract PO Type / Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
03727 STAPLES INC									
19-01103 08/14/19 PD OFFICE SUPPLIES									
1 PD OFFICE SUPPLIES	319.99	9-01-25-745-059	B COMPUTER EQUIPMENT & SUPPL	R	08/14/19	09/18/19		3422188595	N
2 PD OFFICE SUPPLIES	148.93	9-01-25-745-036	B OFFICE SUPPLIES	R	08/14/19	09/18/19		3422188595	N
	468.92								
Vendor Total:	468.92								
04011 LOCOMOTION POWERSPORTS INC.									
19-01034 07/24/19 PD RANGER XP 900 EPS									
1 PD RANGER XP 900 EPS	18,090.63	9-01-43-320-029	B OTHER CONTRACTUAL	R	07/24/19	09/18/19		2325	N
Vendor Total:	18,090.63								

Total Purchase Orders: 97 Total P.O. Line Items: 219 Total List Amount: 523,255.65 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 2018 BUDGET	B-01	115.50	0.00	115.50	0.00	0.00	115.50
CURRENT FUND 2019 BUDGET	9-01	136,160.17	0.00	136,160.17	0.00	0.00	136,160.17
CAPITAL FUND	C-04	48,095.00	0.00	48,095.00	0.00	0.00	48,095.00
BOA ESCROW ACCOUNTS	E-08	330,714.48	0.00	330,714.48	0.00	0.00	330,714.48
OTHER TRUST ACCOUNT	T-03	252.00	0.00	252.00	0.00	0.00	252.00
CELEBRATION EVENTS TRUST	T-09	2,824.88	0.00	2,824.88	0.00	0.00	2,824.88
OPEN SPACE TRUST ACCT	T-14	5,093.62	0.00	5,093.62	0.00	0.00	5,093.62
Year Total:		8,170.50	0.00	8,170.50	0.00	0.00	8,170.50
Total Of All Funds:		523,255.65	0.00	523,255.65	0.00	0.00	523,255.65

BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY

A POLICY CONCERNING THE FLYING OF FLAGS BY THE BOROUGH OF MONTVALE AT 12 MERCEDES DRIVE

BACKGROUND

The Borough of Montvale does not currently have a policy concerning the display of flags at the Municipal Complex at 12 Mercedes Drive. The Mayor and Council wish to establish a policy concerning:

1) The display of the United States Flag, the New Jersey State Flag, the Borough Flag, and the POW-MIA Flag at the Municipal Complex; and

2) The periodic display of commemorative flags at the Municipal Complex.

In adopting this policy, the Governing Body declares that the Borough's flagpoles are not intended to serve as a public forum for free expression of the public, but rather for the display of Federal, State and Municipal Flags and the POW-MIA Flag, and any commemorative flags as may be authorized by resolution of the Borough Council as an expression of the Borough's official sentiments.

PURPOSE

The purpose of this Policy is to provide guidance concerning the procedures to be followed for the display of flags at the Municipal Complex at 12 Mercedes Drive, Montvale, New Jersey.

POLICY

1. Standards

All flags shall be displayed in accordance with all applicable Federal and State laws, statutes, rules and regulations, including, but not limited to, Title 4, Chapter 1 of the United States Code, Title 52, Chapter 3 of the New Jersey Statutes, and this Policy.

2. Procedures

A. Federal, State and Municipal Flags.

I. The United States Flag, the New Jersey State Flag, and the Borough of Montvale Flag shall be displayed as required by law and in accordance with this Policy.

II. No other flag shall be placed above the United States Flag.

III. Flags shall be displayed during operating hours on all days on which the Borough is open for business, upon or in front of all Borough-owned facilities equipped for flag display.

IV. Flags shall not be displayed during inclement weather. However, all-weather flags may be displayed on a twenty-four (24) hour basis, provided they are illuminated during darkness.

B. POW-MIA Flag

I. The POW-MIA Flag is a nationally-recognized flag, created in 1971 by the National League of Facilities of American Prisoners and Missing in Southeast Asia and recognized by an Act of Congress through the adoption of U.S. Public Law 101-355. The POW-MIA Flag has become a symbol of commitment to achieving the fullest possible accounting for the missing and repatriation of all recoverable remains of those who are, have been or who may in the future become prisoners of war, missing in action, or otherwise unaccounted for as a result of hostile action.

II. In accordance with the Borough's longstanding tradition, the POW-MIA Flag shall continue to be displayed at the Municipal Complex.

C. Commemorative Flags

I. Commemorative Flags may be displayed only as authorized by a resolution duly adopted by the Governing Body and as an expression of the Borough's official sentiments.

II. Commemorative Flags shall be displayed for a period of time that is reasonable or customary for the subject to be commemorated, but no longer than forty-five (45) consecutive days.

III. Commemorative Flags shall only be displayed at a flagpole at the Municipal Complex dedicated for that purpose.

IV. The Borough will not display a Commemorative Flag based upon a request from a third party, nor will the Borough use or offer its flagpoles for use to sponsor the expression of any third party, including members of the public.

D. Display of Flags

I. Flags shall be displayed as follows:

i. The United States Flag shall be displayed in the first position of honor.

ii. The New Jersey State Flag shall be displayed in the second position of honor.

iii. The POW-MIA Flag shall be displayed in the third position of honor.

iv. The Borough of Montvale Flag, if raised, shall be displayed in the fourth position of honor.

v. Commemorative Flags shall be displayed in the fifth position of honor.

vi. If flags are displayed on one flagpole, the order from the top to bottom shall be as set forth above. However, in no event shall any flags be displayed below a flagpole displaying the United States Flag.

vii. If a new flag is added, it shall be added below the existing flags, unless otherwise ordered by the Governing Body.

Maureen Iarossi

From: GIBSON <gibsonhome@optonline.net>
Sent: Sunday, August 11, 2019 8:33 PM
Subject: Flag discussion - let's not be divisive, please.

Dear Mayor and Council,

The flying of any flag that may be divisive, does not help to ensure unity or inclusiveness in our town. If there is opposition to any flag proposal, our town should not fly it. Though some may welcome a flag, others may be offended by it, or demand another with their point of view to offset. Is that what our Mayor and Council wish?

I prefer to live in a town that respects all views but does not exalt one over another. Please reconsider any ordinance to change the flags that so proudly wave over our Boro Hall that represent all citizens of Montvale equally.

Respectfully,

Linda Gibson

Maureen Iarossi

From:	Mary Stratis <marykaystratis@gmail.com>
Sent:	Tuesday, August 13, 2019 1:22 PM
To:	Mike Ghassali; Timothy Lane; Dieter Koelling; Douglas Arendacs; Rose Curry; Annmarie Russovogelsang; Elizabeth Gloeggler; Maureen Iarossi
Subject:	Flag-flying proposal

August 13, 2019

Dear Mayor and Council,

I have been a resident of Montvale for 40 years and my three children all enjoyed wonderful educations at Memorial, Fieldstone, and Pascack Hills High Schools. We have always found Montvale to be a town of which we can be proud and exercised our pride in our town, county, state and country, celebrating fidelity and patriotism at the many events held here over these 40 years.

Along the way, we, as a family, and as individuals, have been involved in and supported the work of many organizations through our church, sports, philanthropic organizations, academic institutions such as our universities attended, and in anti-terrorism efforts and supporting those affected by terrorism. This last entity is a result of my husband, Elia, having been killed in the terrorist bombing of Pan Am 103 on December 21, 1988. My children and I have been active in seeking truth surrounding this bombing and learning coping skills in dealing with such a public and yet private loss and then helping others who find themselves in similar situations such as those who lost a loved one in the 9/11 attacks. In addition to our allegiance and support for all I've mentioned, I have a mentally and physically handicapped brother for whom I have the been the sole caretaker for the past 36 years. I am active in the ARC of Bergen and Passaic Counties organization which provides many services to challenged people.

You may wonder why I have shared all of the above with you. Every one of the entities that I have mentioned has a logo that identifies each organization....some with symbols, some with colors, some with words, some with a combination of these to portray their existence, meaning, and purpose. However, it would not occur to me to expect to see, nor request, a banner of any of these entities flying from a municipal, town, county, state or federal flag pole. **That** position should be reserved for our American flag.... A flag that represents ALL and is a uniting emblem by which we should ***all*** feel represented regardless of our individual interests, identities and/or allegiances. Therefore, I wish to express my hope that all can feel inclusively represented by the American flag and no other flags need to be flown that exhibit any other allegiances.

Respectfully,

Mary Kay Stratis

57 Longridge Road

Montvale, NJ 07645

Maureen Iarossi

From: Mike Ghassali
Sent: Wednesday, August 21, 2019 7:56 PM
To: Maureen Iarossi
Subject: Fwd: Flag proposal

Mayor Mike Ghassali
Borough of Montvale
201-391-5700 X213

Begin forwarded message:

> **From:** Dante Teagno <dteagno@montvaleboro.org>
> **Date:** August 20, 2019 at 3:24:00 PM EDT
> **To:** Mike Ghassali <mghassali@montvaleboro.org>
> **Subject: Flag proposal**
>
> Hello, Mayor.
>
> My comment regarding the proposed flag ordinance is that the maximum duration for display of an "observance" flag should be no longer than one month. This is the most common length of time for special observances in my experience, whether they are national, regional or local. 45 days seems like an arbitrary and unusual period of time. Other than that, the proposal seems to cover the subject in a reasonable and rational way.
>
> Dante Teagno

Patricia Hanratty, Ed.D.

33 East Grand Avenue, Montvale, New Jersey 07645

201-741-9085 phanratty@gmail.com

August 26,2019

Dear Montvale Council Member,

As I am unable to attend the Council meeting, I am writing to share my opinion on the Pride flag. I feel strongly that we should raise the flag next June. The Pride flag stands for justice, love and equality. In Montvale we celebrate diversity so flying the flag is congruent with our beliefs.

I've been a resident of Montvale for 20 years . My professional career spanned almost 40 years in education from teacher to administration.We, as a community, need to make sure that all of our members feel loved and valued. Raising the flag will help us celebrate diversity and make Montvale an inclusive community that it is.

Sincerely yours,

Patricia Hanratty

Maureen Iarossi

From:	Mike Ghassali
Sent:	Friday, September 06, 2019 8:40 PM
To:	Carol Ingraham
Cc:	Maureen Iarossi
Subject:	Re: The Flying of Flags - Montvale

Hello Carol, thank you very much for the note. Duly noted.

Mayor Mike Ghassali
Borough of Montvale
201-391-5700 X213

> On Sep 6, 2019, at 8:30 PM, Carol Ingraham <cingraham10@gmail.com> wrote:
>
> Dear Mayor Ghassali,
>
> My name is Carol Ingraham and I live in Montvale with my husband, Jerry. We have lived here in our home for almost 30 years. I can't believe how the time how gone!
>
> I wanted to voice my opinion about the policy in Montvale concerning the Flying of Flags at the Municipal Complex at 12 Mercedes Drive. I am, of course, agreeable with the display of the United States Flag, the New Jersey Flag, the Borough Flag, and POW-MIA flag. I am proud to be a citizen of the United States and a member of our community!
>
> I've always believed that the flag of the United States of America is and has been all inclusive of everyone who lives in this great country. I am proud of my Norwegian heritage and of my career in the workforce, but I don't request that flags of Norway and Women Equality in the workforce, or Sport teams be displayed along with the American flag in town. Because all people here are one under the flag of the U.S., I don't see that flying the LGBTQ2 flag at the Municipal complex is the right thing to do.
>
> Sincerely,
> Carol and Jerry Ingraham

PLANNING BOARD MEMO

To: Mayor Ghassali and Council

From: John DePinto, Planning Board Chairman J. DePinto RJH

Date: September 6, 2019

Subject: Short Term Rentals

In response to an inquiry the planning board received regarding the allowance of short-term rentals in residential zones we have compiled a number of local ordinances addressing this issue.

Attached please find copies of same from Woodcliff Lake, Paramus, Closter and Ridgewood. More specifically there is nothing in Montvale codes that prohibits short term rentals such as Air BNB and other lodging providers to accommodate the needs of people who opt to stay on a daily basis in housing not intended for that purpose.

Please review the enclosed and consider the passage of an ordinance to ensure the integrity and intent of our codes.

Village of Ridgewood, NJ
Thursday, August 1, 2019

Chapter 117. Businesses and Occupations

Article IX. Short-Term Rentals

§ 117-56. Permitted use.

The residential occupancy of an otherwise lawful and lawfully occupied dwelling for a period of 30 days or less by a person who is a member of the housekeeping unit of the owner, without consideration, such as house guests, is permitted.

§ 117-57. Prohibitions.

No person shall undertake, maintain, authorize, aid, facilitate, solicit and advertise any rental activity that violates any part or provisions of this article.

§ 117-58. Short-term rental property.

Notwithstanding anything to the contrary in the Village Code, it shall be unlawful for any person, including, but not limited to, an owner, lessor, sublessor with any possessory interest in any dwelling, to receive compensation of any kind for the use, occupancy, or rental of any dwelling for a period of 30 days or less.

§ 117-59. Enforcement.

The provisions of this article shall be enforced by the Village Zoning Officer, Fire Department, Police Department and any other Village official or employee so designated by the Village Manager who all shall be authorized to issue summons or other appropriate civil violations or complaints for any violations of the terms and provisions of this article.

§ 117-60. Fines; violations and penalties.

Any person who is found or adjudicated to have violated any provisions of this article shall be liable for a fine not to exceed $1,000. Each day of any such violation after receiving written notice of same shall be a new and separate violation.

WL

BOROUGH OF WOODCLIFF LAKE
Bergen County, New Jersey

ORDINANCE NO. 16-08

"AN ORDINANCE AMENDING CHAPTER 380: ZONING BY ADDING ARTICLE XVI ENTITLED "SHORT TERM VACATION RENTALS OF/IN RESIDENTIAL PROPERTIES PROHIBITED"

Hereto introduced on the 6th day of June, 2016 at 8:00 PM did pass on first reading and that said Ordinance be further considered for final passage at a meeting to be held on the 11th day of July, 2016 at 8:00 PM or as soon thereafter as the matter can be reached at the regular meeting place of the Borough Council, and that at such time and place all persons interested be given an opportunity to be heard concerning said Ordinance, and that the Borough Clerk is hereby authorized and directed to publish said Ordinance according to law with a notice of introduction and passage on first reading and of the time and place when and where said Ordinance be further considered.

WHEREAS, the Borough's primary housing goals including preserving its housing stock and preserving the quality and character of its existing neighborhoods. In order to continue to flourish, the Borough must preserve its available housing stock and the character and charm which result, in part, from cultural, ethnic and economic diversity of its resident population; and

WHEREAS, the Borough must also preserve its unique sense of community which it derives, in large part, from residents' active part participation in civic affairs, including local government, cultural events, and educational endeavors; and

WHEREAS, operations of vacation rentals, where residents of the Borough rent-out entire dwellings or portions thereof to visitors are detrimental to the community's welfare and are prohibited by local law, because occupants of such vacation rentals do not have any connections to the Borough community and to the residential neighborhoods in which they are visiting; and

WHEREAS, the presence of such visitors within the Borough's residential neighborhoods can sometimes disrupt the residential character of the neighborhoods and adversely impact the community; and

WHEREAS, judicial decisions have upheld local governments' authority to prohibit vacation rentals, boarding houses and rooming houses; and

WHEREAS, the Board of Commissioners of the Borough of Woodcliff Lake finds it to be in the best interest of the Borough and its citizens to adopt an ordinance to prohibit such short-term vacation rentals in residential properties that may jeopardize the community's welfare and degrade the quality of life within the Borough.

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

Section 1: Chapter 380 entitled Zoning of the Borough of Woodcliff Lake is hereby amended and revised to add and create a new Article XVI entitled, "Short Term Vacation Rentals in Residential Properties - Prohibited" and new Section beginning at §380-112 entitled "Short Term Vacation Rentals in Residential Properties – Prohibited" to read as follows:

ARTICLE XIV: Short Term Vacation Rentals in Residential Properties - Prohibited

§380-112 DEFINITIONS.

a. **HOSTING PLATFORM**. A market place in whatever form or formal which facilitates the Vacation Rental, through advertising, match-making or any other means, using any medium of facilitation and from which the operator of the hosting platform derives revenues, including booking fees or advertising revenues, from providing or maintaining the market place.

b. **VACATION RENTAL.** Rental of any dwelling unit, in whole or in part, within the Borough of Woodcliff Lake, to any person(s) for exclusive or partial transient use of thirty (30) consecutive days or less, whereby the dwelling is only approved for permanent residential occupancy and not approved for transient occupancy by this Chapter. Rental of dwellings within the Borough approved hotels, motels and bed and breakfasts shall not be considered Vacation Rentals.

§380-113 PROHIBITIONS.

a. No person, including any Hosting Platform operator, shall undertake, maintain, authorize, aid, facilitate or advertise any Vacation Rental activity that does not comply with this Code.

§380-114 REGULATIONS.

a. The Mayor and Council of the Borough may promulgate regulations, which may include but are not limited to permit conditions, reporting requirements, inspection frequencies, enforcement procedures, advertising restrictions, disclosure requirements, or insurance requirements, to implement the provisions of this Chapter. No person shall fail to comply with any such regulation.

b. The Mayor and Council of the Borough may establish and set by Resolution all fees and charges as may be necessary to effectuate the purpose of this Chapter.

§380-115 ENFORCEMENT.

a. Violation of any provision of this chapter shall be cause for a Municipal Court summons to be issued by the Police Department, Code Enforcement Official, or Health Officer.

b. Violation of the provisions of this chapter shall be punishable as a minimum fine of two hundred fifty ($250.00) dollars and a maximum of one thousand ($1000.00) per day of the violation for first time offenders. Second and subsequent offenders Violation of the provisions of this chapter shall be punishable as a minimum fine of seven hundred fifty ($750.00) dollars and a maximum of one thousand ($1000.00) per day of the violation. All fines shall be payable through the Municipal Court Violations Bureau.

c. Any person convicted of violating any provision of this Chapter in a criminal case or found to be in violation of this Chapter in a civil case brought by a law enforcement agency shall be ordered to reimburse the Borough and other participating law enforcement agencies their full investigative costs and remit all illegally obtained rental revenue to the Borough so that it may be returned to the victims of legal short term rental activities.

d. Any interested person may seek an injunction or other relief to prevent or remedy violations of this Chapter. The prevailing party in such an action shall be entitled to recover reasonable costs and attorney's fees.

e. The remedies provided in this section are not exclusive, and nothing in this Section shall preclude the use or application of any other remedies, penalties or procedures established by law.

Section 2: The terms of this ordinance shall not be deemed and are not intended to impair the provisions and enforcement of any other chapter of this Code, which shall remain in full force and effect.

Section 3: The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remain in effect; it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

Section 4. All Ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only however, to the extent of such conflict or inconsistency, it being the

legislative intent that all Ordinances or part of ordinances now existing or in effect unless the same being conflict or inconsistent with any provision of this Ordinance shall remain in effect.

Section 5: This ordinance shall take effect upon passage and publication according to law.

Date: June 6, 2016

Attest: **DEBORAH DAKIN**
BOROUGH CLERK

CLOSTER

2017:1223 CREATING NEW CODE SECTION, CHAPTER 88, ENTITLED "SHORT TERM I 3/8/17 RENTAL PROPERTY PROHIBITION" A 4/12/17

WHEREAS, the purpose of this Ordinance is to establish a procedure and authorize rules and regulations thereunder for Short Term Rental Property Prohibition in the Borough of Closter.

WHEREAS, the New Jersey Legislature has, pursuant to N.J.S.A. 40:52-1(d) and (n), specifically authorizes municipal corporations, including the Borough of Closter ("Borough") to regulate "furnished and unfurnished rented housing or living units and all other places and buildings used for sleeping and lodging purposes, and the occupancy thereof" and the "rental of real property for a term of less than one hundred seventy-five (175) consecutive days for residential purposes by a person having a permanent place of residence elsewhere"; and

WHEREAS, in recent years, there has arisen a proliferation of internet and other media advertising often on websites dedicated to the rental of Dwelling Units for sort terms and for a period of less than thirty (30) days ("Short Term Rental"); and

WHEREAS, the Borough's experience, as well as common experiences, dictates the conclusion that Short Term Rentals frequently result in public nuisance, noise complaints, sanitation issues, overcrowding and illegal parking within the residential neighborhoods of the Borough, and essentially convert residential dwelling units into illegal de-facto hotels, motels, boarding houses and other commercial enterprises, in violation of the Borough's zoning and other codes as well as state statutes; and

WHEREAS, the Borough wishes to deter the cyber-social phenomenon of any owner renting his/her residential Dwelling Unit(s) on various websites, as well as the listing of Short Term Rental(s) by website businesses, of any Dwelling Unit(s), that constitute an illegal business operating in violation of the Borough's Zoning Code and other public nuisance ordinances; and

WHEREAS, the Borough additionally wishes to prevent overcrowding, which results when person(s), in an effort to reduce the per-occupant cost of the Short Term Rental(s), unlawfully permit the Borough's occupancy limits to be exceeded;

WHEREAS, some property owners and/or their agents permit commercial boardinghouse type Short Term Rental(s) and overcrowded conditions and other public nuisances, in order to unlawfully create a commercial enterprise and income, in violation of the law and to maximize their profit(s); and

WHEREAS, problems also frequently associated with such Short Term Rental(s) include overcrowding, excessive noise, unruly behavior, obscene language, fighting, littering, parking of vehicles on lawns, public urination, sanitation issues, poor maintenance of the property and grounds, and violation of trash collection ordinances.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Borough 5

of Closter, County of Bergen and State of New Jersey that the Ordinance establishing a new Code section, Chapter 88, entitled "Short Term Rental Property Prohibition" is hereby established and adopted as follows.

Section 1. Chapter 88. Short Term Rental Property Prohibition

§88-1. Short Term Rental Property Prohibited Uses.

A. Notwithstanding anything to the contrary contained in the Borough Code, it shall be unlawful for an Owner, lessor, sub-lessor, any other person(s) or entity(ies) with possessory or use right(s) in a Dwelling Unit, their principals, partner or shareholders, or their agents, employees, representatives and other person(s) or entity(ies), acting in concert or a combination thereof, to receive or obtain actual or anticipated consideration for soliciting, advertising, offering, and/or permitting, allowing, or failing to discontinue the use or occupancy of any Dwelling Unit, as defined herein, for a period of thirty (30) days or less.

B. Nothing in this Ordinance will prevent formation of an otherwise lawful occupancy of a Dwelling Unit for a rental period of more than thirty (30) days.

§88-2. Definitions.

ADVERTISE or ADVERTISING Any form of solicitation, promotion, and communication for marketing, used to solicit, encourage, persuade or manipulate viewers, readers or listeners into contracting for goods and/or services in violation of this Ordinance, as same may be viewed through various media including but not limited to, newspapers, magazines, flyers, handbills, pamphlets, commercials, radio, direct mail, internet websites, or text or other electronic messages for the purpose of establishing occupancies or uses of rental property, for consideration, which are prohibited by this Ordinance.

CONSIDERATION Soliciting, charging, demanding, receiving or accepting any legally recognized form of consideration including a promise or benefit, a quid-pro-quo, rent, fees, other form of payment, or thing of value.

DWELLING UNIT Any structure, or portion thereof, whether furnished or unfurnishes, which is occupied in whole or in part, or intended, arranged or designed to be occupied, for sleeping, dwelling, cooking, gathering and/or entertaining, as a residential occupancy, by one or more persons. This definition includes an apartment, condominium, building, co-operative, converted space, or portions thereof, that is offered to use, made available for use, or is used for accommodations, lodging, cooking, sleeping, gathering and/or entertaining of occupants and/or guest(s), for consideration, for a period of thirty (30) days or less.

HOUSEKEEPING UNIT Constitutes a family-type situation, involving one or more persons, living together that exhibit the kind of stability, permanency and functional lifestyle equivalent to that of a traditional family unit, as further described in the applicable reported and unreported decisions of the New Jersey Superior Court.

OCCUPANT Any individual using, inhabiting, living, gathering, entertaining, being entertained as a guest, or sleeping in a Dwelling Unit, or portion thereof, or having other permission or possessor right(s) within a Dwelling Unit.

OWNER Any person(s) or entity(ies), association, limited liability company, corporation, or partnership, or any combination, who legally use, possess, own, lease, sub-lease or license (including an operator, principal, shareholder, director, agent, or employee, individual or collectively) that has charge, care, control, or participates in the expenses and/or profit of a Dwelling Unit pursuant to a written or unwritten agreement, rental, lease, license, use, occupancy agreement or any other agreement.

PERSON An individual, firm, corporation, association, partnership, limited liability company, association,
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entity, and any person(s) and/or entity(ies) acting in concert or any combination therewith.

RESIDENTIAL OCCUPANCY The use of a Dwelling Unit by an Occupant(s).

§88-3. Permitted Residential Occupancy.

A. The residential occupancy of an otherwise lawful and lawfully occupied Dwelling Unit for a period of thirty (30) days or less by any person who is a member of the Housekeeping Unit of the Owner, without consideration, such as house guests, is permitted.

§88-4 Advertising Prohibited.

A. It shall be unlawful to advertise, solicit or promote by any means actions in violation of this Ordinance.

§88-5 Enforcement; Violations and Penalties.

A. Upon the Complaint of any resident, potential violations of the provisions of this Ordinance shall be investigated by the Zoning Officer, Construction Code Official, Fire Official, Code Enforcement Officer, Health Department, other Sub-Code or Code Official, as their jurisdiction may arise and shall be enforced as is deemed necessary by those officials.

B. A violation of this Ordinance is hereby declared to be a public nuisance, a nuisance per se, and is hereby further found and declared to be offensive to the public health, safety and welfare.

C. Any person found to have violated any provision of this Ordinance, without regard to intent or knowledge, shall be liable for the maximum civil penalty, upon adjudicated violation or admission, of a fine not exceeding $1,250. Each day of such violations shall be a new and separate violation of this ordinance.

D. The penalty imposed herein shall be in addition to any and all other remedies that may accrue under any other law, including, but not limited to, eviction proceedings and/or injunction, reasonable attorney's fees or other fees and costs, in the Borough's Municipal Court or the Superior Court of New Jersey in the vicinage of Bergen County, or in such other Court or tribunal of competent jurisdiction, by either summary disposition or by zoning or construction code municipal proceeding.

Section 2.

If any sentence, section, clause or other portion of this Ordinance or the application thereof to any person or circumstance shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or repeal the remainder of this Ordinance. All Ordinances or parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistency. This Ordinance shall take effect immediately upon final passage and publication as required by law.

PARAMUS

BOROUGH OF PARAMUS
COUNTY OF BERGEN
STATE OF NEW JERSEY

ORDINANCE NO. 16-25

AN ORDINANCE OF THE BOROUGH OF PARAMUS ADOPTING ORDINANCE ENTITLED, "SHORT TERM RENTAL PROPERTY PROHIBITION", OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF PARAMUS

WHEREAS, the New Jersey Legislature has, pursuant to N.J.S.A. 40:52-1(d) and (n), specifically authorized municipal corporations, including the Borough of Paramus ("Borough") to regulate and "furnished and unfurnished rented housing or living units and all other places and buildings used for sleeping and lodging purposes, and the occupancy thereof" and the "rental of real property for a term of less than one hundred seventy-five (175) consecutive days for residential purposes by a person having a permanent place of residence elsewhere"; and

WHEREAS, in recent years, there has arisen a proliferation of internet and other media advertising often on websites dedicated to the rental of Dwelling Units for short terms and for a period of less than thirty (30) days ("Short Term Rental"); and

WHEREAS, The Borough's experience, as well as common experiences, dictates the conclusion that Short Term Rentals frequently result in public nuisance, noise complaints, sanitation issues, overcrowding and illegal parking within the residential neighborhoods of the Borough, and essentially convert residential dwelling units into illegal de-facto hotels, motels, boarding houses and other commercial enterprises, in violation of the Borough's Zoning and other Codes as well as state statutes; and

WHEREAS, the Borough wishes to deter the cyber-social phenomenon of any Owner renting his/her residential Dwelling Unit(s) on various websites, as well as the listing of Short Terms Rental(s) by website businesses, of any Dwelling Unit(s), that constitute an illegal business operating in violation of the Borough's Zoning Code and other public nuisance ordinances; and

WHEREAS, the Borough additionally wishes to prevent overcrowding, which results a Person(s), in an effort to reduce the per-occupant cost of the Short Term Rental(s), unlawfully permit the Borough's occupancy limits to be exceeded;

WHEREAS, some property owners and/or their agents permit commercial boarding-house type Short Term Rental(s) and overcrowded conditions and other public nuisances, in order to unlawfully create a commercial enterprise and income, in violation of the Borough Zoning Code and to maximize their profit(s); and

WHEREAS, problems also frequently associated with such Short Term Rental(s) include overcrowding, excessive noise, unruly behavior, obscene language, fighting, littering, parking of

vehicles on lawns, public urination, sanitation issues, poor maintenance of the property and grounds, and violation of trash collection ordinances;

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Borough of Paramus, County of Bergen and State of New Jersey that Ordinance 322, entitled "Short Term Rental Property Prohibition," of the Code of the Borough of Paramus, is hereby established and adopted as follows:

§ 322-1 Findings.
A. The Mayor and Council hereby find and adopt, as if set forth more fully herein, the fact assertions of the "Whereas" clauses of this Ordinance, as their findings of fact.

§ 322-2 Short Term Rental Property Prohibited Uses.
A. Notwithstanding anything to the contrary contained in the Borough Code, it shall be unlawful for an Owner, lessor, sub-lessor, any other person(s) or entity(ies) with possessory or use right(s) in a Dwelling Unit, their principals, partner or shareholders, or their agents, employees, representatives and other persons(s) or entity(ies), acting in concert or a combination thereof, to receive or obtain actual or anticipated Consideration for soliciting, advertising, offering, and/or permitting, allowing, or failing to discontinue the use or occupancy of any Dwelling Unit, as defined herein, for a period of thirty (30) days or less.

B. Nothing in this Ordinance will prevent formation of an otherwise lawful occupancy of a Dwelling Unit for a rental period of more than thirty (30) days.

§ 322-3 Definitions.

ADVERTISE or **ADVERTISING**
Any form of solicitation, promotion, and communication for marketing, used to solicit, encourage, persuade, or manipulate viewers, readers, or listeners into contracting for goods and/or services in violation of this Ordinance, as same may be viewed through various media including but not limited to, newspapers, magazines, flyers, handbills, pamphlets, commercials, radio, direct mail, internet websites, or text or other electronic messages for the purpose of establishing occupancies or uses of rental property, for Consideration, which are prohibited by this Ordinance.

CONSIDERATION
Soliciting, charging, demanding, receiving or accepting any legally recognized form of consideration including a promise or benefit, a quid-pro-quo, rent, fees, other form of payment, or thing of value.

BOROUGH OF PARAMUS
COUNTY OF BERGEN
STATE OF NEW JERSEY

ORDINANCE NO. 16-25

DWELLING UNIT
Any structure, or portion thereof, whether furnished or unfurnished, which is occupied in whole or in part, or intended, arranged or designed to be occupied, for sleeping, dwelling, cooking, gathering and/or entertaining, as a residential occupancy, by one or more persons. This definition includes an apartment, condominium, building, co-operative, converted space, or portions thereof, that is offered to use, made available for use, or is used for accommodations, lodging, cooking, sleeping, gathering and/or entertaining of Occupants and/or guest(s), for Consideration, for a period of thirty (30) days or less.

HOUSEKEEPING UNIT
Constitutes a family-type situation, involving one or more persons, living together that exhibit the kind of stability, permanency and functional lifestyle equivalent to that of a traditional family unit, as further described in the applicable reported and unreported decisions of the New Jersey Superior Court.

OCCUPANT
Any individual using, inhabiting, living, gathering, entertaining, being entertained as a guest, or sleeping in a Dwelling Unit, or portion thereof, or having other permission or possessory right(s) within a Dwelling Unit.

OWNER
Any person(s) or entity(ies), association, limited liability company, corporation, or partnership, or any combination, who legally use, possess, own, lease, sub-lease or license(including an operator, principal, shareholder, director, agent, or employee, individually or collectively) that has charge, care, control, or participates in the expenses and/or profit of a Dwelling Unit pursuant to a written or unwritten agreement, rental, lease, license, use, occupancy agreement or any other agreement.

PERSON
An individual, firm, corporation, association, partnership, limited liability company, association, entity, and any person(s) and/or entity(ies) acting in concert or any combination therewith.

RESIDENTIAL OCCUPANCY
The use of a Dwelling Unit by an Occupant(s).

§ 322-4 Permitted Uses.

A. The residential occupancy of an otherwise lawful and lawfully occupied Dwelling Unit for a period of thirty (30) days or less by any person who is a member of the Housekeeping Unit of the Owner, without Consideration, such as house guests, is permitted.

BOROUGH OF PARAMUS
COUNTY OF BERGEN
STATE OF NEW JERSEY

ORDINANCE NO. 16-25

§ 322-5 Advertising Prohibited.
A. It shall be unlawful to advertise, solicit or promote by any means actions in violation of this Ordinance.

§ 322-6 Enforcement; Violations and Penalties.
A. The provisions of this Ordinance shall be enforced by the Building Code Official, Fire Official, Health Department, other Sub-Code or Code Official, as their jurisdiction may arise, including legal counsel for the Borough or other persons designated by the Borough Council, to issue municipal civil infractions directing alleged violators of this Ordinance and/or to appear in court or file civil complaints.

B. A violation of this Ordinance is hereby declared to be a public nuisance, a nuisance per se, and is hereby further found and declared to be offensive to the public health, safety and welfare.

C. Any person found to have violated any provision of this Ordinance, without regard to intent or knowledge, shall be liable for the maximum civil penalty, upon adjudicated violation or admission, of a fine not exceeding $1,250. Each day of such violation shall be a new and separate violation of this Ordinance.

D. The penalty imposed herein shall be in addition to any and all other remedies that may accrue under any other law, including, but not limited to, eviction proceedings and/or injunction, reasonable attorney's fees or other fees and costs, in the Borough's Municipal Court or the Superior Court of New Jersey in the vicinage of Bergen County, or in such other Court or tribunal of competent jurisdiction, by either summary disposition or by zoning or construction code municipal proceeding.

§ 322-7 Validity.
If any section, provision or clause of this Ordinance or the application thereof to any person or circumstance is judicially held invalid, a reviewing Court may "blue pencil" the Ordinance to correct such invalidity and carry out the intent of this Ordinance. Such invalidity shall not affect any remaining portions or application of this Ordinance which can be given effect, without the invalid portion or application.

§ 322-8 Effect of this Ordinance on other laws.
This Ordinance shall supersede and replace any other provisions of the Code of the Borough of Paramus, now or later enacted, which have or may be construed to have differing or contrary terms or conditions relating to the subject of this Ordinance. This Ordinance is not intended to alter the current or later enacted amendments to the Borough's Zoning Code.

BOROUGH OF PARAMUS
COUNTY OF BERGEN
STATE OF NEW JERSEY

ORDINANCE NO. 16-25

§ 322-9 Effective Date.
This Ordinance shall become effective after second reading and thirty (30) days after being published in a newspaper of general circulation within the Borough.

Attest:

Annemarie Krusznis, RMC

Approved:

Richard LaBarbiera, Mayor

Introduced: September 20, 2016

Final: October 18, 2016

MEMO

Borough of Montvale Planning Board

TO: Maureen Iarossi-Alwan, Administrator

Mayor Ghassali and Council

FROM: R. Lorraine Hutter, Land Use Administrator

DATE: September 18, 2019

RE: **OR4 ZONE**

At the Planning Board Meeting of September 18, 2019, the OR4 Draft Master Plan Amendment was discussed.

The board is in agreement we should consider the indoor recreational uses. The majority of the board is not in favor in amending the zoning ordinance to allow for light industrial use but encourage through the broker community and social media that Montvale would be receptive to hearing applications informally that are not specifically in the permitted zones. We would like to spread the word that we are openminded.
The board members have concerns relative to our roadway infrastructure to support truck traffic, noise that may emanate from the business as well as odors. The board members cannot reach an agreement on a definition on light industrial use because the variety is so wide spread. The Statute is clear to give the right to an applicant and to the Borough through the Use Variance Application process. It was stated that because we employ the informal meeting of a Site Plan Review Committee at a minimal cost we should stay with that process.

If you have any further questions or wish to pursue this matter please advise.