



Borough of River Edge

Mayor and Council
Agenda June 22, 2020

Regular Meeting

Borough Hall
705 Kinderkamack Road

7:00 P.M.

1. Call to Order –
2. Silent Prayer – Flag Salute
3. Statement of Compliance with Open Public Meeting Act: This meeting complies with the Open Public Meeting Act by notification on December 20th of this location, date and time to the Ridgewood News and the Record and by posting of same on the municipal bulletin board and Borough Web Site and filing a notice of the same with the Municipal Clerk.
4. Roll Call –
5. **#20-164** Resolution to Go Into Closed Session and Exclude Public.

Closed Session Docket #	Item Title or Description	Statutory Reference
20-6/22-1	Personnel Matter- Separation Agreement-Pt. Marc DeYoung	N.J.S.A. 10:4-12(8)

6. Minutes
 - a. Approval of the minutes of the Mayor and Council Regular Meeting of June 8, 2020
7. Public Comments on any item on this agenda –
8. Appointments & Personnel Changes-
 - a. Salary increase for Daniel Dekker, Laborer in the Department of Public Works from a Laborer II, Step III salary of \$46,852.00 to Laborer II, Step IV - \$48,082.00 effective June 23, 2020.
 - b. Salary increase for Christopher Tabor, Laborer in the Department of Public Works from a Laborer II, Step III salary of \$46,852.00 to Laborer II, Step IV - \$48,082.00 effective July 5, 2020.
 - c. Salary increase for Anthony Prezioso, Laborer in the Department of Public Works from a Laborer II, Step III salary of \$46,852.00 to Laborer II, Step IV - \$48,082.00 effective June 17, 2020.
9. Monthly Reports –
 - a. Library Board - June 2020
 - b. Land Use Board - May 2020
10. First Reading on Ordinance –
 - a. **Ordinance #20-11** An Ordinance of the Borough of River Edge, County of Bergen, State of New Jersey Amending and Supplementing Chapter 400, of the

River Edge Borough Code Entitled "Vehicles and Traffic"

11. Second Reading & Public Hearing on Ordinances –

- a. **Ordinance #20-8** A Franchise Ordinance Granting Permission to PatDom, LLC it's Tenants, Successors and Assigns, to Make Private Improvements to and Exclusively Utilize a Portion of Lands Within the Area of the Johnson Avenue Public Right-of-Way Located Adjacent to 259 Johnson Avenue, River Edge, NJ
- b. **Ordinance #20-09** An Ordinance to Create Chapter 50, Entitled "Affordable Housing Regulations" to Address the Requirements of the Fair Housing Act and the Uniform Housing Affordability Controls (UHAC) Regarding Compliance with the Borough's Affordable Housing Obligations
- c. **Ordinance #20-10** An Ordinance to Amend and Supplement Article VIII, Conditional Uses, Planned Residential Developments, of Chapter 416, Zoning, of the Borough of River Edge, Bergen County, New Jersey, to Establish a New Bridge Road Affordable Housing (AH-1) Overlay Zone

12. RESOLUTIONS - By Consent

- a. **#20-165** A Resolution Authorizing Execution of An Agreement with the County of Bergen to Supersede the Cooperative Agreement Dated July 1, 2000 and Amendments Thereto Establishing the Bergen County Community Development Program
- b. **#20-166** Resolution Approving the Certification List of Volunteer Members of the River Edge Volunteer Ambulance Service Qualifying for Credit Under the Length of Service Awards Program (LOSAP) for 2019
- c. **#20-167** Authorize Mayor to Sign the Grant for the State and Local Cooperative Housing Inspection Program
- d. **#20-168** Enter Into Agreement with Valley Health Medical Group, 15 Essex Road, 5th Floor, Paramus, New Jersey, 07652 for Drug and Alcohol Testing & Administrative Services
- e. **#20-169** Resolution Approving the Certification List of Volunteer Members of the River Edge Volunteer Fire Department Qualifying for Credit Under the Length of Service Awards Program (LOSAP) for 2019
- f. **#20-170** Resolution Authorizing Disposal of Surplus Property
- g. **#20-171** Authorize Refund from Recreation Dedicated Fund
- h. **#20-172** Approval to Submit a Grant Application and Execute a Grant Contract with the New Jersey Department of Transportation for the Continental Avenue (Section 2) Improvement Project
- i. **#20-173** Approval to Submit a Grant Application and Execute a Grant Agreement with the New Jersey Department of Transportation for the 2021 Municipal Aid Application for Bogert Road, Section 5 Improvements
- j. **#20-174** A Resolution Authorizing Inclusion in the Bergen County Community Development Program

13. **#20-175** Payment of Bills

14. New Business -

15. Public Comments

16. Council Comments

17. Adjournment

BOROUGH OF RIVER EDGE
RESOLUTION #20-164

Resolution to Go Into Closed Session and Exclude Public

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, permits the exclusion of the public from a meeting in certain enumerated circumstances; and

WHEREAS, this public body is of the opinion that such circumstances will or presently exist.

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

1. That the public shall be excluded from the June 22, 2020 regular meeting and discussion of the hereinafter specified subject matter:

<u>Closed Session</u> <u>Docket #</u>	<u>Item Title or Description</u>	<u>Statutory</u> <u>Reference</u>
20-6/22-1	Personnel Matters – Separation Agreement- Ptl. Marc DeYoung	N.J.S.A. 10:4-12(8)

2. Formal action may/may not be taken by the Borough of River Edge’s Mayor and Council at this meeting.

June 22, 2020

	Motion	Second	Yes	No	Abstain	Absent
Busteed						
Chinigo						
Gautier						
Kaufman						
Kinsella						
Koen						
Mayor Papaleo						

I hereby certify that this resolution, consisting of 1 page(s), was adopted at a meeting of the Borough Council of the Borough of River Edge, held on this _____, day of _____ 2020.

Stephanie Evans, Borough Clerk

Agenda

Library Board Meeting – June 2nd, 2020

1. Roll Call
2. Meeting Notification Statement

In accordance with the provisions of the Open Public Meetings Act, the River Edge Public Library has caused notice of this meeting to be published by having the date, time, and place thereof posted on the bulletin board in the vestibule of the Library, mailed to the Bergen Record and the Ridgewood News and filed with the Borough Clerk. Zoom information has been posted on Library website and Borough website.

3. Public Comment
4. Correspondence
5. Approval of the Minutes of the May 5th, 2020 meeting
6. Old Business
 - Giving Tree
 - Construction grant application
 - Budget 2020
7. Director's Report
8. Treasurer's Report
9. New Business
 - Board meetings over the summer?
 - BCCLS SOOT documents
 - Fines Policy
 - ADA Desk Fundraising letter
10. Personnel
11. Adjournment

Next Meeting – Tuesday, September 1st at 7:00 PM

**Board of Trustees
River Edge Free Public Library
Secretary's Report – May 5th, 2020**

The regular meeting of the Board of Trustees of the River Edge Free Public Library was held via Zoom on May 5, 2020 coming to order at 7:05 pm.

Roll Call

Present: Juliet Forte, Maxine Rumsby, Lucy DiMaulo, Julie Rabinowitz, Daragh O'Connor, Linda Smith, Alice Sheinman, Shawn Kucharski and Councilwoman Koen.
Resident Alice Melone was also present.

Meeting Notification Statement

As required, the meeting notification statement of date, time and location was published in local papers, and placed on the Library bulletin board, as well as on Constant Contact, social media, the REPL website and filed with the Borough clerk.

Public Comment

None.

Correspondence

None.

Approval of the Minutes

Juliet Forte motioned to accept the minutes to the March 31, 2020 board meeting. Lucy DiMaulo seconded.

Old Business

Giving Tree. The subcommittee met and narrowed down the fundraising tree to 2 designs. We received quotes from US Bronze which range from \$6650 – \$7640 (without shipping or installation). The tree trunk can either be made of bronze or wood and would be installed with all blank leaves, which could be easily removed (by Daragh) and sent to US Bronze to be engraved. It seems that we will be able to install the tree on our own without much difficulty (perhaps with the help of the DPW), which would save considerable costs. Julie will be finding out how much it costs to engrave each leaf and the subcommittee will decide upon a tree design, as well as determine a price for leaf donations.

Construction Grant Application. A subcommittee of Maxine Rumsby, Lucy DiMaulo, Linda Smith and Daragh O'Connor have been meeting regarding the grant application, which is almost fully completed. The grant proposal is due June 5th. We are applying for a \$263,158.71 grant, which is 50% of the total cost of the project (\$526,317.41). The grant would encompass the following: replacing the generator, sump pump and the cost of the HVAC system (\$424,550); the construction of the multi-purpose room (\$79,920); an ADA compliant children's services desk with shipping & installation (\$21,847.41). Juliet Forte made a motion to approve that Maxine Rumsby sign and Daragh O'Connor submit the grant application. Shawn Kucharski seconded. A vote was taken and all trustees were unanimously in favor to move forward with the grant application.

**Board of Trustees
River Edge Free Public Library
Secretary's Report – May 5th, 2020**

Budget 2020. Daragh worked with the Borough administrator to create the 2020 budget. The main addition to the budget is adding \$5000 to cover additional digital content for Libby, in order to reduce wait time for River Edge users. Due to COVID, Daragh may need to revise the budget, as far as reallocating funds – less funds will most likely be needed for physical books, programming, and possibly staff salaries, but more funds will most likely be needed for plexiglass screens, cleaning, and additional digital content. The initial budget had full support of Mayor and Council. It will be voted on in the next week or so.

Director's Report

Construction Bond Grant Application. Daragh has been working very hard on the application. He has had to dig up many documents which need to be submitted along with the application. In the process, he confirmed that the Borough owns the library building.

Library Closure due to COVID. Daragh has been the only staff member working in the library. He has been attending many Zoom meetings with staff, BCCLS, and other groups. He keeps in touch with staff members several times a week. There has been an increase in virtual library programming, for which the community has been grateful. Daragh has also been doing a lot of maintenance in the library (going through mail, dealing with garbage, communicating with DPW, payroll, etc.)

The State Library is providing access to READsquared, a software program which will allow REPL to conduct the summer reading program.

BCCLS has formed a subcommittee (SOOT) which will deal with protocols as to how to safely open libraries.

Treasurer's Report

Linda Smith has reviewed, found in order, and signed all checks. Shawn Kucharski made a motion and Alice Sheinman seconded that the treasurer's report be accepted.

New Business

None.

Alice Sheinman made a motion to go into closed session. Lucy DiMaulo seconded.

Juliet Forte made a motion to leave closed session. Alice Sheinman seconded.

With no further business, Juliet Forte moved to adjourn and Julie Rabinowitz seconded the motion. The meeting adjourned at 8:34 pm.

Respectfully submitted,
Julie Rabinowitz, Secretary

**Board of Trustees
River Edge Free Public Library
Secretary's Report - May 5th, 2020
(Closed Session)**

Alice Sheinman made a motion to go into closed session. Lucy DiMaulo seconded.

Juliet Forte made a motion to leave closed session. Alice Sheinman seconded.

Personnel

Two staff members have decided to postpone their retirement. One has decided to stay until September (an extra 2 months). The other employee requested to stay until the end of the year (about 8 months longer). Daragh had already budgeted for the payoffs, as well as reduced salaries for the replacements for these 2 employees. He has 2 current employees in mind for the replacements of these employees.

Due to the pandemic, it is possible that we may not need library pages or evening employees. However, if the budget passes, it will hopefully not be necessary to furlough or lay off any staff.

Director's Report
Board of Trustees River Edge Public Library
June 2nd, 2020

Phased Reopening

Governor Murphy has unveiled a phased reopening approach to dealing with the Covid-19 pandemic. Currently we are in phase one which calls for public libraries to remain closed to the public. It is not 100% clear, but we (the New Jersey library community) think Phase 2 will allow staff back into libraries. This would mean that a service like curbside pickup could be safely offered. I have included Phased Re-opening Plan as an item for discussion under New Business.

By way of preparation I have started to order supplies from Amazon and have them delivered to my home. This is necessary, so that the items are not delivered when there is no one at the Library.

Staff Working From Home

I am very proud of my staff as they adjust to working outside of our closed building. Some of the new and innovative virtual programs offered include:

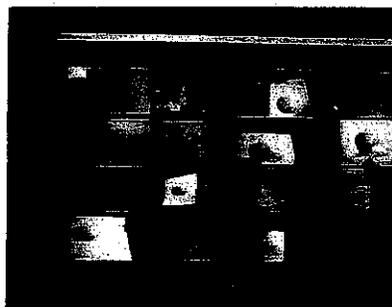
Virtual Bingo (with prizes)

Art classes

Online ESL classes (thanks to Paramus Public Library)

Weekly story times

Scholarship strategies



Julia, MaryAnne and Rosemarie have reached out to their peers and used a very creative approach to organize these programs and by all accounts they are highly appreciated by the community.



Margaret and MaryAnne have started to select printed materials in anticipation of the library being staffed for regular business hours. Once this happens we will have them delivered and the process of adding them to our collection begins.

Margaret has started to order digital books using our newly established AdvantagePlus account. River Edge residents should see shorter wait times for the most popular titles in digital format this summer as a result.

We are taking advantage of the many training programs available to us online.

I meet with the entire staff once a week and I can tell you everyone is eager to be inside the Library again, even if it means adopting practices that will help to stop the spread of Covid-19.

BCCLS System Council

On Thursday last BCCLS membership met via Webex. I have two items that I'd like to share from this.

First, the Technology Committee has found a product that will allow patrons to check out books using their own smartphones. MeeScan offers an app that our patrons can use and it is affordable. I am hoping it will be included in BCCLS' upcoming budget. It is reassuring to me and the staff to hear about products like this as it is another way we can make social distancing happen when we eventually open the building to the public.

Second, the Safely Opening & Operating Task Force has shared first draft of two documents that will determine how we do our work safely as we reopen. The documents, BCCLS Return & Delivery Procedures and BCCLS Best Practices for Reopening to the Public are included in your packet. I have included discussion of them under New Business.

Construction Grant Application

On May 18th I submitted our application for funding from the Library Construction Bond Act program. We have called it “A Space For Success” and it includes an overhaul of our HVAC system, a generator, a multi-purpose room and ADA compliant service desk for children.

It would be an understatement to say that this was a big effort that involved coordination from many quarters: Borough officials, two architects, an engineer, and the Library Board. Our work on the multi-purpose room began several years ago when we examined public feedback, hired architect Anthony Iovino and sought staff feedback. The grant work required a high level of communication, difficult even without a pandemic, plus due care and attention to detail. I think it was truly a case of putting our heads together. If successful we will secure up to \$263,000 of matching funds. Now we need to just hope for the best.

Web Page Redesign

Adult Services Associate Julia Lee has done some work on our website in keeping with our changed circumstances. She is eager to do more work on it, but needs some extra training. I will be encouraging this and I look forward to the improvements.

Respectfully submitted,

5/27/2020

Cash Flow1 - Current Month:2
5/1/2020 through 5/31/2020

Page 1

Category Description	5/1/2020- 5/31/2020
INFLOWS	
Donation	400.00
Fines	306.10
Lost Books	60.00
TOTAL INFLOWS	766.10
OUTFLOWS	
BCCLS Computer	9,751.20
Books AF	323.13
Books ANF	13.73
Books Inst AY	74.37
Books J E YA	736.35
Cleaning Maint	575.00
Equipment Maint	311.73
Multi Purpose Rm. Exp.	5,850.00
Periodicals	19.30
Photocopy Expense	265.00
Postage	2.66
Programs	216.40
Staff Developmt	30.60
Supplies	38.09
TOTAL OUTFLOWS	18,207.56
OVERALL TOTAL	-17,441.46

Transaction Report - Current Month
5/1/2020 through 5/31/2020

5/27/2020

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Date	Account	Num	Description	Memo	Category	Cir	Amount
5/16/2020	PNC Checking	3388	BCCLS		BCCLS Comp...		-9,751.20
5/16/2020	PNC Checking	3389	Arcari Iovino ...		Multi Purpose ...		-1,300.00
5/16/2020	PNC Checking	3390	S Baker & Taylor		Books J E YA		-736.35
					Books AF		-215.29
					Books ANF		-13.73
					Books Inst AY		-74.37
5/18/2020	PNC Checking	3391	Center Point L...		Books AF		-28.46
5/18/2020	PNC Checking	3392	Guy's Mainten...		Cleaning Maint		-575.00
5/18/2020	PNC Checking	3395	Ridgewood N...		Periodicals		-19.30
5/19/2020	PNC Checking	3393	Optimum Mun...		Equipment M...		-119.94
5/19/2020	PNC Checking	3394	PROCOPY		Photocopy Ex...		-265.00
5/19/2020	PNC Checking	3396	Ester Lim		Programs		-100.00
5/19/2020	PNC Checking	3397	CenGAGE Le...		Books AF		-79.38
5/19/2020	PNC Checking	3398	S Daragh O'Con...		Programs		-116.40
					Staff Developmt		-30.60
5/26/2020	PNC Checking	3399	S Daragh O'Con...		Supplies		-38.09
					Postage		-2.66
					Equipment M...		-191.79
5/27/2020	PNC Checking	3400	Arcari Iovino ...		Multi Purpose ...		-4,550.00
5/1/2020 - 6/31/2020							-18,207.56

TOTAL INFLOWS 0.00

TOTAL OUTFLOWS -18,207.56

NET TOTAL -18,207.56

Budget - Current Year

1/1/2020 through 12/31/2020 Using Budget 13

5/27/2020

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Category Description	1/1/2020 Actual	- Budget	12/31/2020 Difference
INCOME			
Boro Approp	73,751.20	132,410.00	-58,658.80
County Grant	2,419.35	2,419.00	0.35
Donation	750.00	3,500.00	-2,750.00
Fines	2,221.00	11,500.00	-9,279.00
Funds brought fwd.	0.00	10,000.00	-10,000.00
Historic Tile Mural	0.00	1,000.00	-1,000.00
Interest Earned	49.76	50.00	-0.24
Lost Books	487.00	1,700.00	-1,213.00
Lost Cards	45.00	300.00	-255.00
Memorials	60.00	600.00	-540.00
Multi Purpose Rm	0.00	0.00	0.00
Photocopy	651.00	3,000.00	-2,349.00
State Aid	0.00	5,000.00	-5,000.00
TOTAL INCOME	80,434.31	171,479.00	-91,044.69
EXPENSES			
Audio Books	383.25	1,000.00	616.75
Audit	0.00	2,250.00	2,250.00
BCCLS Computer	19,502.40	40,945.35	21,442.95
Bldg Maint	536.45	3,000.00	2,463.55
Books AF	3,078.57	15,000.00	11,921.43
Books ANF	5,490.77	16,684.00	11,193.23
Books Foreign	9,000.00	9,000.00	0.00
Books Inst AY	373.57	3,000.00	2,626.43
Books J E YA	4,866.40	18,170.00	13,303.60
Cleaning Maint	4,870.00	15,500.00	10,630.00
DVD VIDEO GAMES	1,022.26	5,500.00	4,477.74
Equipment	273.00	6,000.00	5,727.00
Equipment Maint	2,611.49	4,229.65	1,618.16
Historic Tile Mural Expense	0.00	500.00	500.00
Kanopy	353.00	2,000.00	1,647.00
Multi Purpose Rm. Exp.	5,850.00	0.00	-5,850.00
Music CDs	0.00	0.00	0.00
Periodicals	6,080.22	10,000.00	3,919.78
Photocopy Expense	1,297.32	1,800.00	502.68
Postage	222.66	400.00	177.34
Programs	537.94	2,000.00	1,462.06
Signage	0.00	1,000.00	1,000.00
Staff Developmt	170.60	2,500.00	2,329.40
Supplies	2,041.69	11,000.00	8,958.31
TOTAL EXPENSES	68,561.59	171,479.00	102,917.41
OVERALL TOTAL	11,872.72	0.00	11,872.72

Net Worth Report

As of 5/27/2020

Account

5/27/2020

ASSETS

Cash and Bank Accounts:

PNC Checking	\$ 11,759.86
PNC Money Market	5,987.10
Savings (Multi Purpose Room)	25,579.76
TOTAL Cash and Bank Accounts	\$43,326.72
TOTAL ASSETS	43,326.72
OVERALL TOTAL	\$43,326.72

**BOROUGH OF RIVER EDGE
LAND USE BOARD
MEETING MINUTES
COUNCIL CHAMBERS
May 20, 2020**

Zoom - Meeting called order at 7:30 p.m.

Roll call please:

Mayor Papaleo - here
Chairman, James Arakelian - here
Vice Chairman, Dick Mehrman - here
Lou Grasso - here
Ryan Gibbons - here
Michael Krey – here
Eileen Boland – Absent (Excused)
Chris Caslin- here
Alphonse Bartelloni - here
Dario Chinigo – here
Gary Esposito – here

ALSO PRESENT: Thomas Behrens, Planner
Marina Stinley, Esq.

Chairman Arakelian made the required announcement concerning the Open Public Meetings Act: Adequate notice of this meeting has been displayed on both the bulletin board at Borough Hall, by the Bergen Record and people who are interested in this meeting. No flag salute. No fire exits to worry about.

Approval of minutes 4/15/20 –

Comments (not sure who was speaking as there is no video just audio) – Page 2 change needed to be made regarding voting on the adoption of the Fair Housing element. Minutes stated that the person speaking abstained from the vote on the Fair Housing element, but he actually did vote on the Fair Housing element (he voted yes) and abstained in the following application (Jersey Mikes). Change will be made by Ms. Stinley's office. Motion on corrected minutes – so moved (Mr. Gibbons) second – (Mr. Grasso). Dick Merhman was absent so he abstained. (Another person abstained also not sure who)

Memorializations

1. Pat Dom, LLC – 259 Johnson Avenue, Block 1417, Lot 3- Food Handler's License.

Approved at April 15, 2020 meeting.

Applicant is deficient in his escrow. Ms. Stinley spoke with the applicant's attorneys and they agreed to the escrow deposit for the additional fees. Per Mr. Arakelian nothing as been received yet. Mr. Arakelian asks counsel if they can go ahead with a vote. Counsel advises – yes.

Motion on memorialization – So moved (Mr. Gibbons); Second (Mr. Krey). Roll call: Mayor – yes; Chairman Arakelian – yes; Ms. Boland is absent tonight; Mr. Bartelloni and Mr. Mehrman were absent at that meeting; Mr. Grasso – Yes; Mr. Krey- yes; Mr. Caslin – yes; Councilman Chinigo - yes; Mr. Gibbons – yes and Mr. Esposito - yes. Motion passes

2. Joe Carchi – Joseph's Pizzeria – 486 Kinderkamack Road, Block 804, Lots 13 & 14 – Food Handler's License.

Approved at April 15, 2020 meeting.

Motion on memorialization – So moved – (Mr. Krey; Second (Mr. Caslin). Roll Call Mayor – yes; Chairman Arakelian – yes; Ms. Boland is absent tonight; Mr. Bartelloni and Mr. Mehrman were absent at that meeting; Mr. Grasso – Yes; Mr. Krey- yes; Mr. Caslin – yes; Councilman Chinigo - yes; Mr. Gibbons – yes and Mr. Esposito - yes. Motion passes.

Completeness:

1. Ben Shin – 186 Reservoir Ave., Block 1209, Lot 47 -Seeking a variance on lot coverage - Install a new rear yard patio – violates maximum improved lot coverage. Mr. Behrens – has reviewed the application and materials and states the application can be deemed complete and can be heard this evening.

Ms. Stinley – The applicant meets the minimum requirements required by law for the Board to proceed tonight.

Mr. Grasso asked if Mr. Behrens and Ms. Stinley had different (updated) documents then he had in front of him. Ms. Stinley advised yes she and Mr. Behrens had signed corrected documents.

Motion to move the application forward – So moved (Mr. Gibbons), Second (Mr. Mehrman). Roll Call - Mayor – yes; Chairman Arakelian – yes; Ms. Boland is absent tonight; Mr. Bartelloni- yes, Mr. Mehrman - yes; Mr. Grasso – Yes; Mr. Krey- yes; Mr. Caslin – yes; Councilman Chinigo - yes; Mr. Gibbons – yes and Mr. Esposito - yes. Motion passes.

The applicant is looking for lot coverage relief. The Borough allows 35% and the applicant is looking for 46.9% of lot coverage.

Applicant is sworn in. Mr. Shin would like to expand his backyard patio to provide a safer area for his children to play because Reservoir Avenue is a very busy road and his concern is if he put a basketball hoop in the front, his son might run into the street and there may be a car going 40 mph when they should obviously be going much slower and they might hit his son and there is going to be tragedy. So he wants to enhance his backyard so he does not have to worry about his kids and they have a safe place to play along with the neighborhood kids.

Mr. Behrens – The lot itself is approximately 7,536 square feet, the existing coverage is approximately 34.3% not including the patio. If you include the patio 12' x 20' or 240 square feet your up at 37.5% that is the total existing property as it is today. The plan before the Board shows a proposed patio of 20.9 x 45', its approximately 945 square feet and that would bring the total coverage to about 46% in change. In terms of addressing the variance relief the applicant has to provide a justification as to the

public benefits versus any detriments and make a demonstration that the granting of a variance is not inconsistent with the intent and purpose of the Master Plan and zoning ordinance.

Mr. Mehrman will not entertain anything over 40% unless he is convinced otherwise.

Mr. Grasso asked about the pitch of the backyard. Applicant has no water issues.

Mr. Krey goes over numbers stating that what is being requested by the applicant is basically 5 times bigger than what it is now. Other than the traffic being a hardship Mr. Krey asks applicant if there are other issues. Applicant explains that the majority of the expansion is for the kids.

Mr. Caslin – asks the applicant how he came up with the dimensions that he is requesting. Mr. Behrens chimes in stating that he spoke with the applicant and that they actually moved the patio in the required five feet from the rear yard, so it is conforming in terms of setbacks. So, it has been reduced.

Councilman Chinigo – asks if the hoop is going to be portable to which applicant answered yes.

Mr. Gibbons - His main concern is that it's a lot of coverage. He understands his concerns but its a lot of coverage.

Mr. Esposito – Same concerns the lot coverage is a lot.

Mayor Papaleo – Goes over the dimensions of Mr. Shins property. He understands the applicants concerns but cannot see the Board going higher than 40 especially given the traffic on Reservoir compared to some of he towns more busy streets.

Chairman Arakelian – agrees with Mr. Mehrman and the Mayor. He is also concerned about the water issue. He too is very hesitant to go over the 40% and Chairman Arakelian asks applicant if he would accept the 40% and if that would help him in what he was trying to achieve in his backyard. He asks applicant if he would rather have them vote on his proposal or would he like them to vote on the 40% that would be more likely to pass.

Councilman Chinigo suggests putting a little more effort into the drainage issue to make sure there is no extra water accumulation and he knows a lot of backyards get water pulled in and to fix it up it costs a lot of money and maybe something like this might help other homeowners as well.

Mr. Behrens joins in going over the numbers again. Existing patio is 240 square feet, proposed 945. At 40% you'd have a patio of 450 square feet and any adjustment percentage wise of 1% is about an extra 75 feet.

Chairman Arakelian asks the applicant that if the Board were to approve the application at 42% would he be willing to amend his application with the stipulation that any water retention recommendations that are made by the Planner and Engineer would that be something you would look at or do you want to go ahead with your plan. Applicant would be amenable the 42% if the Board were to approve it.

Mr. Mehrman – Strongly suggest that the application be amended for subsurface disposal system for the increased amount as a minimum and that it be resubmitted and reviewed and approved by the Borough Engineer and that would include the installation.

Mayor Papaleo finds Mr. Mehrman's suggestion acceptable.

Chairman Arakelian states that he is a proponent of 40% but this is a rare type property because of the driveway so under the circumstances he can see himself clear to 42% if applicant agrees to that.

Mr. Bartelloni is asking about the cost to the applicant to have the system that needs to be put in and that he should know that cost.

Mr. Behrens says that it depends on different variables. He is explaining the procedure and says the applicant will be looking at a couple thousand dollars but there may be an opportunity to tie into what is already there and capture the patio surface area.

Mr. Krey is asking if there is a water problem and drainage. (Audio is going in out hard to hear the exchanges going on) it will be for the review of the Borough Engineer and whatever he decides that is what needs to be done.

Counsel explains the procedure on moving forward today. Mr. Shin states that according to counsel he needs to submit a revised proposal but, in the meantime, he can continue his project with the potential of there being an objection to it. Mr. Behrens explains that it would be a permit application with the Building Department for the patio. There would be an application, an application fee of about \$50.00 and generally it's a revised sketch including a survey and proposed patio.

Motion to open to the public – So moved (?) Second Mr. Mehrman. All in favor – Aye. No one from the public. Motion to close to the public – so moved (Mr. Mehrman) Second Mr. Grasso.

Mr. Shin – proposes the 42% sized patio with the revised stipulation for additional drainage if same be required by the Borough Engineer.

Counsel advises that that would be one of the conditions in the Resolution and if the applicant agrees to them then the Board can make a motion on that amended application.

Motion on the application- Mr. Mehrman makes a motion that the Board amend the application for Shin residence at 186 Reservoir Ave., Block 1209, Lot 47 such that the maximum improved lot coverage does not exceed 42% and that the applicant submit subsurface drainage improvements or improvements to the existing as may be deemed by the Borough Engineer – Second (Mr. Gibbons). Roll Call - Mayor – yes; Chairman Arakelian – yes; Ms. Boland is absent tonight; Mr. Bartelloni- yes, Mr. Mehrman - yes; Mr. Grasso – Yes; Mr. Krey- yes; Mr. Caslin – yes; Councilman Chinigo - yes; Mr. Gibbons – yes and Mr. Esposito - yes. Motion passes. Application is approved with exceptions.

Chairman Arakelian – goes over some housekeeping and what might be coming up. (He is fading in and out hard to hear) Quick update as to the Historical Society application.

Thanks all for attending – meeting is adjourned.

**AN ORDINANCE OF
THE BOROUGH OF RIVER EDGE**

ORDINANCE #20-11

AN ORDINANCE OF THE BOROUGH OF RIVER EDGE, COUNTY OF BERGEN AND STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 400, OF THE RIVER EDGE BOROUGH CODE ENTITLED "VEHICLES AND TRAFFIC".

WHEREAS, based upon the advice of the Chief of Police and the Borough's Traffic and Safety Committee, the Governing Body has deemed it in the best interest of the public health, safety and welfare to supplement, amend and revise its Vehicles and Traffic Ordinance as codified in Chapter 400 of the River Edge Borough Code:

WHEREAS, Article IV, §400-29, entitled "Time Limit Parking" provides that "no person shall park a vehicle for longer than the time shown upon any of the following streets or parts of streets" and

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

SECTION 1. §400-29. Schedule III: Time Limit Parking is hereby amended to add certain streets as follows:

§400-29. Schedule III: Time Limit Parking

In accordance with the provisions of §400-8, no person shall park a vehicle for longer than the time limit shown upon any of the following streets or parts of streets:

Name of Street	Sides	Time Limit	Prohibited Hours/Days
Johnson Avenue	West	15 Minutes	Every Day

Location

East State Highway #4 to the jurisdiction of the City of Hackensack

SECTION 2. Except as set forth in Sections 1, the balance of Chapter 400 shall not be affected by this Ordinance.

SECTION 3. This chapter is intended to supplement existing ordinances and other laws pertaining to Chapter 400, entitled "Vehicles and Traffic" of the River Edge Borough Code and shall not be construed to excuse any person from complying with such other ordinances and laws.

SECTION 4. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 5. If any part, sections, provisions, or total of any of the aforementioned sections are held to be invalid or unenforceable by any court, the findings or judgments of which court are applicable in the State of New Jersey, that the balance and remainder of such sections shall remain in full force and effect as an Ordinance of the Borough of River Edge.

SECTION 6. This Ordinance shall become effective immediately upon adoption and publication according to law.

ATTEST:

APPROVED:

Stephanie Evans
Borough Clerk

Thomas Papaleo
Mayor

Borough of River Edge

705 KINDERKAMACK ROAD, RIVER EDGE, NEW JERSEY 07661-2499
201-262-1233 FAX: 201-599-0920



THOMAS D. CARIDDI
CHIEF OF POLICE

POLICE DEPARTMENT

DEPARTMENT CORRESPONDENCE:

To: Borough Administrator Raymond Poerio, **Through** Police Chief Thomas Cariddi

Date: June 17, 2020

Regarding: Ordinance Amendment/Addition-Chapter 400 (Vehicles and Traffic)

From: P.O. Patrick T. Diamond # 55- Traffic & Safety Unit

Sir,

I spoke with the new business owner of 259 Johnson Avenue regarding his concerns with parking in front of his business. I brought his concerns to the Traffic and Safety committee during the April meeting. The Traffic and Safety committee and I agree with his traffic/parking concerns.

I propose the following addition to ordinance 400-29, Schedule III: Time Limit Parking

Name of Street:	Sides:	Time Limit:	Prohibited Hours/Days	Location:
Johnson Avenue	West	15 Minutes	Every Day	East State Highway # 4 to the jurisdiction of the City of Hackensack.

This ordinance addition is the same time restriction parking ordinance currently on the books for the north end businesses along Kinderkamack Road.

Should you need any further information please do not hesitate to contact my office.

P.O. Patrick T. Diamond #55 – Traffic & Safety Unit

River Edge Police Department

705 Kinderkamack Road

River Edge, New Jersey 07661

201-265-4722

pdiamond@riveredgepolice.org

Chapter 400. Vehicles and Traffic

Article IV. Schedules

§ 400-29. Schedule III: Time Limit Parking.

In accordance with the provisions of § 400-8, no person shall park a vehicle for longer than the time limit shown upon any of the following streets or parts of streets:

Name of Street	Sides	Time Limit	Prohibited Hours/Days	Location
Ackerson Street [Added 9-18-2000 by Ord. No. 1304]	East	20 minutes	Monday through Friday	25 feet south of the east curbline (west driveway of 70 Grand Avenue) and continuing to a point 40 feet south thereof
Grand Avenue [Added 12-5-1977 by Ord. No. 709]	North	1 hour	4:30 p.m. to 9:30 p.m./Monday through Friday	Starting at a point 75 feet east of the east curbline of Johnson Avenue and extending 65 feet east thereof
Kinderkamack Road [Amended 5-17-1976 by Ord. No. 662]	East	2 hours		From the south curbline of Madison Avenue a distance of 90 feet in a southerly direction
Kinderkamack Road	East	2 hours		From Lincoln Avenue to Bloomfield Avenue
Kinderkamack Road	East	2 hours		From Gates Avenue to the Borough of Oradell boundary line
Kinderkamack Road	East	10 minutes		From Madison Avenue to a point 140 feet north thereof
Kinderkamack Road	West	1 hour		From Lincoln Avenue to Bloomfield Avenue
Kinderkamack Road ramp	Easterly side of south portion	2 hours		From a point 88 feet northeast of Webb Avenue, if projected, to River Edge Road
Municipal Parking		2 hours		

Name of Street	Sides	Time Limit	Prohibited Hours/Days	Location
River Edge Road	South	5 minutes	6:00 a.m. to 8:00 a.m. and 5:00 p.m. to 8:00 p.m.	East side of Kinderkamack Road between Lincoln Avenue and Washington Avenue From Park Avenue to a point 200 feet east
River Edge Road	South	2 hours		From Kinderkamack Road to the westerly curbline of Center Avenue

Chapter 400. Vehicles and Traffic

Article II. Parking, Standing and Stopping

§ 400-8. Time limit parking.

No person shall park a vehicle for longer than the time limit designated at any time between the hours listed on any day, except Sundays and public holidays, upon any of the streets or parts of streets described in Schedule III (§ 400-29), attached to and made a part of this chapter.

BOROUGH OF RIVER EDGE

ORDINANCE #20-8

A FRANCHISE ORDINANCE GRANTING PERMISSION TO PATDOM, LLC, ITS TENANTS, SUCCESSORS AND ASSIGNS, TO MAKE PRIVATE IMPROVEMENTS TO AND EXCLUSIVELY UTILIZE A PORTION OF LANDS WITHIN THE AREA OF THE JOHNSON AVENUE PUBLIC RIGHT-OF-WAY LOCATED ADJACENT TO 259 JOHNSON AVENUE, RIVER EDGE, NEW JERSEY

WHEREAS, PatDom, LLC (“Petitioner”) having an address c/o Briarwood Development 431 Mantoloking Road, Brick Township, New Jersey 08723, is the lessee of the property located at Block 1417, Lot 3 (a/k/a 259 Johnson Avenue), on the current tax map of the Borough of River Edge and desires to make site improvements to a portion of lands located within the public right-of-way for Johnson Avenue within the franchise area identified “Encroachment Detail” in the within site plan (“Franchise Area”); and

WHEREAS, The proposed improvement of the property is an expansion of the existing building portico which would include within the interior portion of same, a handicap access lift in the Franchise Area resulting in a minor encroachment into the right-of- for the exclusive use by the PatDom, LLC and its affiliated entity and sub-lessee, Sonny T, LLC (collectively “Franchisee”) and their successors, assigns, invitees and licensees for the purpose of providing handicapped access to the business operations at the property which are currently not handicapped accessible; and

WHEREAS, Franchisee has filed a petition for relief and represented to the Municipal Council of the Borough of River Edge that the passage of this Ordinance is essential to meet the exigencies of the operation of activities at the property; and

WHEREAS, presently the Franchise Area is/will be used exclusively by Franchisee's employees, invitees and licensees; and

WHEREAS, after due notice was given in accordance with law, a public hearing was held on the Petition filed by Franchisee to grant permission to construct private improvements within the public right-of-way for the following purposes:

1. Modify the existing portico of the building to extend same along an irregular areas to provide an enclosed area for the installation of a handicap access lift. The proposed modification to the portico will result in a 7.10 square foot encroachment (the “Franchise Area”) into the public right-of-way of Johnson Avenue, on the private property side of the existing sidewalk. The purpose of the Franchise Easement is to provide a handicap lift for patrons of the property’s restaurant operation which is currently not handicap accessible.
2. All costs associated with these improvements will be incurred by the Petitioner.

WHEREAS, a franchise ordinance is required to permit the construction of the private improvements within the public right-of-ways and limit the use of the Franchise Area; and

WHEREAS, by reason of the character of the development of the area within which this property is situated the area requested for the franchise is minimal, and the said improvements will assist the Franchisee and will not result in a detriment to adjoining property owners, the general public or the

Borough; and

WHEREAS, the public interest will be served by said improvements, which will be of benefit to the furtherance of commerce in River Edge and the rights of the public will not be injuriously or adversely affected by the requested relief;

NOW, THEREFORE, BE IT ORDAINED, by the Municipal Council of the Borough of River Edge, that:

SECTION I. Permission be, and is hereby granted to Franchisee, its successors and assigns, to make private improvements to and to exclusively utilize a portion of lands located on Johnson Avenue, in the Borough of River Edge, said areas being more particularly described as follows and on the plan attached hereto as **Exhibit A** (survey, site plan and metes and bounds description).

1. The contemplated improvements will modify the existing portico of the building to extend same and provide an enclosed area for the installation of a handicap access lift. The proposed modification to the portico will result in an encroachment into the Franchise Area provide a handicap lift for the purpose of providing for the exclusive use by the Franchisee and Franchisee's employees, invitees and licensees to meet the exigencies of the operation of activities on the property; and
2. The Franchisee is granted the rights to exclude persons from the Franchise Area; and
3. The contemplated improvements will be constructed consistent with plans approved by the Borough and there will remain sufficient area in the right-of-way roadway for the passage of vehicles and pedestrians; and
4. All costs associated with these improvements will be incurred by the Petitioner.

SECTION II. All the work herein authorized shall be done under the supervision of the proper department or departments of the Borough of River Edge. Further, all the work herein authorized shall comply with any State of New Jersey Uniform Construction Code requirements. The construction plans shall be submitted to the Borough Engineer for his review and comments prior to the start of construction. After construction there shall remain no damage to the sidewalk or roadway or interference with the free and safe flow of pedestrian traffic and vehicular traffic. Franchisee, and its successors and assigns, shall maintain all improvements installed by it for the entire term of this Franchise at no cost to the Borough.

SECTION III. This Ordinance shall remain in full force and effect for a period of seventy-eight (78) years. This Ordinance shall take effect upon final passage and publication according to law. In the event that the Municipal Council determines that this Ordinance must be canceled in whole or in part because of a public purpose, the Borough reserves the right to cancel this Ordinance or any part thereof by giving written notice to the Petitioners one year prior to the date of cancellation.

SECTION IV. All costs and expenses incident to the introduction, passage and publication of this Ordinance shall be borne and paid by Franchisee.

SECTION V. In accepting the privileges of this Ordinance and the installation, maintenance and

use hereby authorized, Franchisee, its successors and assigns hereby agree to assume full, complete and undivided responsibility for any and all injury or damage to persons or property by reason of said installation, maintenance and use, and to indemnify and hold the Borough of River Edge harmless from all injury or damage to persons or property by reason of such installation, maintenance and use (except such injury or damage which is caused by the negligence or misconduct of the Borough or its officers, employees or agents) for the term of this Ordinance. Franchisee, its successor and assigns, shall maintain in effect, during the term of this franchise, liability insurance naming the Borough of River Edge, its officers and employees as additional insured, covering the use and occupancy of the public property subject to this franchise. A certificate of insurance, in the amount of \$2,000,000.00 in General Liability insurance, or in such amount and type as the Borough may reasonably require from time to time, in a form deemed acceptable by the Borough, shall be delivered to the Borough before use or occupancy of the premises subject to this Franchise Ordinance.

SECTION VI. This Ordinance shall not become effective unless an acceptance hereof in writing is filed by the Franchisee-Petitioner with the Borough Clerk. In the event, that the Franchisee-Petitioner shall not file with the Borough Clerk its acceptance in writing of the provisions of this Ordinance within thirty (30) days after receiving notice of its passage, this Ordinance shall become void and be of no effect.

SECTION VII. Only with prior written consent and approval by the Borough Council of the Borough of River Edge, which consent and approval shall not be unreasonably withheld, shall Franchisee-Petitioner have the right to assign or otherwise transfer its rights under this Franchise Ordinance.

SECTION VIII. An easement for the duration of this Ordinance is reserved for the benefit of the Borough of River Edge and all public utility companies including any cable television company as defined in the "Cable Television Act", P. L. 1972, c. 186 (c. 48:5A-1 et seq.) for the purpose of ingress and egress over and upon the area subject to this Franchise Ordinance in order to maintain, repair or replace existing utility facilities including water lines, sewer lines, gas lines and telephone, electrical and cable television wires and poles which may be located either beneath or above the surface of the area subject to this Franchise Ordinance.

SECTION IX. For the rights and privileges herein granted, said beneficiaries hereunder, their successors and assigns, shall pay annually to the Borough of Jersey Borough the sum of One Dollar (\$1.00), which payment shall be made annually on the 1st day of July next succeeding the time when this Ordinance shall become effective and on each first day of July thereafter until the termination of this Ordinance.

SECTION X.

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This Ordinance shall be a part of the Borough of River Edge Code as though codified and fully set forth therein. The Borough Clerk shall have this Ordinance certified and incorporated in the official copies of the Borough of River Edge Code.
- C. The Borough Clerk and Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this

Ordinance reveals that there is a conflict between those numbers and the existing Code, in order to avoid confusion and possible accidental repealers of existing provisions.

SECTION XI

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

Thomas R. Papaleo, Mayor

Attest:

Stephanie Evans, Borough Clerk

EXHIBIT A

**BOROUGH OF RIVER EDGE
ORDINANCE #20-9**

AN ORDINANCE TO CREATE CHAPTER 50, ENTITLED “AFFORDABLE HOUSING REGULATIONS” TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTRAOLS (UHAC) REGARDING COMPLIANCE WITH THE BOROUGH’S AFFORDABLE HOUSING OBLIGATIONS.

NOW, THEREFORE, be it ordained by the Borough Council of the Borough of River Edge, Bergen County, New Jersey, as follows:

SECTION 1. Chapter 50, entitled “Affordable Housing Regulations,” of the Code of the Borough of River Edge is hereby created to read as follows:

ARTICLE I AFFORDABLE HOUSING REGULATIONS

§ 50.1 Purpose.

This Chapter is intended to assure that very-low, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that only qualified low- and moderate-income households shall occupy these units consistent with N.J.A.C. 5:93-1 et seq., as amended and supplemented, N.J.A.C. 5:80-26.1 et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This Chapter shall apply except where inconsistent with applicable law.

§ 50.2 Applicability.

- A. The provisions of this Chapter shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Borough of River Edge pursuant to the Borough's most recently adopted Housing Element and Fair Share Plan.
- B. This Chapter shall apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.

§50.3 Monitoring and Reporting Requirements.

The Borough of River Edge shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its Court-approved Housing Element and Fair Share Plan:

- A. Trust fund activity. Beginning one year after the entry of the Borough’s Round 3 Judgment of Compliance and Repose, and on every anniversary of that date through 2025, the

Borough agrees to provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center (FSHC) and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs (NJDC), Council on Affordable Housing (COAH), or Local Government Services (NJLGS). The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

- B. Affordable housing activity. Beginning one year after the entry of the Borough's Round 3 Judgment of Compliance and Repose, and on every anniversary of that date through 2025, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by COAH, or any other forms endorsed by the Court Appointed Special Master and FSHC.
- C. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during its ten-year repose period. The Borough will comply with those provisions as follows:
1. For the midpoint realistic opportunity review due on July 2, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the Borough, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether the mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues.
 2. For the review of very-low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the entry of the Borough's Judgment of Compliance and Repose, and every third year thereafter, the Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the Borough and Fair Share Housing Center on the issue of whether the Borough has complied with its very low income housing obligation under the terms of this settlement.
 3. In addition to the foregoing postings, the Borough may also elect to file copies of its reports with COAH or its successor agency at the State level.

§50.4 Definitions.

The following terms when used in this Chapter shall have the meanings given in this Chapter:

“Accessory apartment” shall mean a self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site.

“Act” shall mean the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

“Adaptable” shall mean constructed in compliance with the technical design standards of the Barrier Free Sub code, N.J.A.C. 5:23-7.

“Administrative agent” shall mean the entity responsible for the administration of affordable units in accordance with this Article, N.J.A.C. 5:96, N.J.A.C. 5:97 and N.J.A.C. 5:80-26.1 et seq.

“Affirmative marketing” shall mean a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

“Affordability average” shall mean the average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

“Affordable” shall mean, a sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:97-9; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

“Affordable development” shall mean a housing development all or a portion of which consists of restricted units.

“Affordable housing development” shall mean a development included in the "Housing Plan Element and Fair Share Plan", and includes, but is not limited to, an inclusionary development, a municipal construction project or a one hundred (100%) percent affordable development.

“Affordable housing program(s)” shall mean any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share obligation.

“Affordable unit” shall mean a housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:97-4, and/or funded through an affordable housing trust fund.

“Agency” shall mean the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

“Age-restricted unit” shall mean a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are sixty-two (62) years or older; or 2) at least eighty (80%) percent of the units are occupied by one person that is fifty-five (55) years or

older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

"Assisted living residence" shall mean a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four (4) or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one (1) unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

"Certified household" shall mean a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

"COAH" shall mean the Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

"DCA" shall mean the State of New Jersey Department of Community Affairs.

"Deficient housing unit" shall mean a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

"Developer" shall mean any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

"Development" shall mean the division of a parcel of land into two (2) or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 et seq.

"Inclusionary development" shall mean a development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a nonresidential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

"Low-income household" shall mean a household with a total gross annual household income equal to fifty (50%) percent or less of the median household income.

"Low-income unit" shall mean a restricted unit that is affordable to a low-income household.

"Major system" shall mean the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

"Market-rate units" shall mean housing not restricted to low- and moderate-income households that may sell or rent at any price.

“Median income” shall mean the median income by household size for the applicable county, as adopted annually by COAH.

“Moderate-income household” shall mean a household with a total gross annual household income in excess of fifty (50%) percent but less than eighty (80%) percent of the median household income.

“Moderate-income unit” shall mean a restricted unit that is affordable to a moderate-income household.

“Non-exempt sale” shall mean any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary and the transfer of ownership by court order.

“Random selection process” shall mean a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

“Regional asset limit” shall mean the maximum housing value in each housing region affordable to a four-person household with an income at eighty (80%) percent of the regional median as defined by COAH’s adopted Regional Income Limits published annually by COAH.

“Rehabilitation” shall mean the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Sub code, N.J.A.C. 5:23-6.

“Rent” shall mean the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

“Restricted unit” shall mean a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

“UHAC” shall mean the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

“Very low-income household” shall mean a household with a total gross annual household income equal to thirty (30%) percent or less of the median household income.

“Very low-income unit” shall mean a restricted unit that is affordable to a very low-income household.

“Weatherization” shall mean building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

§50.5 Rehabilitation Program.

- A. The Borough of River Edge and Fair Share Housing Center have agreed that the Borough's Round 3 (1999-2025) indigenous need Rehabilitation Obligation is six (6) units. The Borough will work with Bergen County or hire a separate entity to rehabilitate units in the Borough to address the Borough's Rehabilitation Obligation. Any such rehabilitation programs will update and renovate deficient housing units occupied by low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28.
1. All rehabilitated rental and owner-occupied units shall remain affordable to low and moderate-income households for a period of ten (10) years (the control period). For owner-occupied units, the control period will be enforced with a lien and for renter occupied units the control period will be enforced with a deed restriction.
 2. The Borough of River Edge shall dedicate an average of at least eighteen thousand dollars (\$18,000) for each unit to be rehabilitated through this program, reflecting the minimum hard cost of rehabilitation for each unit.
 3. Units in the rehabilitation programs shall be exempt from N.J.A.C. 5:93-9 and UHAC requirements, but shall be administered in accordance with the following:
 - a. If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate-income household at an affordable rent and affirmatively marketed pursuant to N.J.A.C. 5:93-9 and UHAC.
 - b. If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to N.J.A.C. 5:93-9 and UHAC.
 - c. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:93-9 or the standards issued by a New Jersey administrative agency with proper authority to issue such standards.
 - d. Applicant and/or tenant households shall be certified as income-eligible in accordance with N.J.A.C. 5:93-9 and UHAC, except that households in owner occupied units shall be exempt from the regional asset limit.

§ 50.6 Phasing Schedule for Inclusionary Development.

In inclusionary developments the following schedule shall be followed:

Maximum Percentage of Market-Rate
Units Completed

Minimum Percentage of Low- and
Moderate-Income Units Completed

25	0
25+1	10
50	50
75	75
90	100

§ 50.7 New Construction.

A. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

1. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit. At least 13 percent of all restricted rental units shall be very low income units (affordable to a household earning 30 percent or less of regional median income by household size). The very low income units shall be counted as part of the required number of low income units within the development. At least 50 percent of the very low income units must be available to families.
2. At least 25 percent of the obligation shall be met through rental units, including at least half in rental units available to families.
3. A maximum of 25 percent of the Borough's obligation may be met with age-restricted units. At least half of all affordable units in the Borough's Fair Share Plan shall be available to families.
4. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be very low or low-income units.
5. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - a. The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
 - b. At least 30 percent of all low- and moderate-income units shall be two-bedroom units;
 - c. At least 20 percent of all low- and moderate-income units shall be three-bedroom units; and
 - d. The remaining units may be allocated among two and three-bedroom units at the discretion of the developer.
6. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-

income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

B. Accessibility Requirements:

1. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Sub Code, N.J.A.C. 5:23-7.
2. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
 - a. An adaptable toilet and bathing facility on the first floor; and
 - b. An adaptable kitchen on the first floor; and
 - c. An interior accessible route of travel on the first floor; and
 - d. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - e. If all of the foregoing requirements in 2.(a) through 2.(d) cannot be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs 2.(a) through 2.(d) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and
 - f. An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, et seq.) and the Barrier Free Sub Code, N.J.A.C. 5:23-7, or evidence that River Edge has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:
 - (1) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - (2) To this end, the builder of restricted units shall deposit funds within the Borough of River Edge's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.
 - (3) The funds deposited under paragraph f (2) above shall be used by the Borough of River Edge for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

(4) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Borough of River Edge for the conversion of adaptable to accessible entrances.

(5) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Sub Code, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Borough's Affordable Housing Trust Fund in care of the Borough Treasurer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.

g. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Sub Code, N.J.A.C. 5:23-7.

C. Design:

1. In inclusionary developments, low- and moderate-income units shall be integrated with the market units to the extent possible.
2. In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

D. Maximum Rents and Sales Prices:

1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD.
2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.
3. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to very low-income households, which very low-income units shall be part of the low-income requirement.
4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of

median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.

5. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:
 - a. A studio shall be affordable to a one-person household;
 - b. A one-bedroom unit shall be affordable to a one and one-half person household;
 - c. A two-bedroom unit shall be affordable to a three-person household;
 - d. A three-bedroom unit shall be affordable to a four and one-half person household;
and
 - e. A four-bedroom unit shall be affordable to a six-person household.
6. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:
 - a. A studio shall be affordable to a one-person household;
 - b. A one-bedroom unit shall be affordable to a one and one-half person household;
and
 - c. A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
7. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
8. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be

amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

9. Income limits for all units that are part of the Borough's Housing Element and Fair Share Plan, and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1, shall be updated by the Borough annually within 30 days of the publication of determinations of median income by HUD as follows:
 - a. The income limit for a moderate-income unit for a household of four shall be 80 percent of the HUD determination of the median income for COAH Region 1 for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the median income for COAH Region 1 for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the HUD determination of the median income for COAH Region 1 for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than the previous year.
 - b. The income limits are based on carrying out the process in paragraph (a) based on HUD determination of median income for the current Fiscal Year and shall be utilized by the Borough until new income limits are available.
10. In establishing sale prices and rents of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established by the Council:
 - a. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region determined pursuant to paragraph (9). In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
 - b. The rents of very low-, low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northern New Jersey Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

§ 50.8 Utilities.

- A. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.

- B. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by the NJDCA for its Section 8 program.

§ 50.9 Occupancy Standards

In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:

- A. Provide an occupant for each bedroom;
- B. Provide children of different sexes with separate bedrooms;
- C. Provide separate bedrooms for parents and children; and
- D. Prevent more than two persons from occupying a single bedroom.

§ 5.10 Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until the Borough of River Edge takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.
- B. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- C. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Borough's Administrative Agent, or an Administrative Agent appointed by a particular developer, shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
- D. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Borough's Administrative Agent, or an Administrative Agent appointed by a particular developer, a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
- E. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

- F. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

§ 5.11 Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

- A. The initial purchase price for a restricted ownership unit shall be approved by the Borough's Administrative Agent, or an Administrative Agent appointed by a particular developer.
- B. The Borough's Administrative Agent, or an Administrative Agent appointed by a particular developer, shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- C. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers, unless the master deed for the inclusionary project was executed prior to the enactment of UHAC.
- D. The owners of restricted ownership units may apply to the Borough's Administrative Agent, or an Administrative Agent appointed by a particular developer, to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

§ 5.12 Buyer Income Eligibility.

- A. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
- B. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's eligible monthly income.

§ 5.13 Limitations on Indebtedness Secured by Ownership Unit; Subordination.

- A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Borough's Administrative Agent, or an Administrative Agent appointed by a particular developer, for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Borough's Administrative Agent, or an Administrative Agent appointed by a particular developer, shall issue such determination prior to the owner incurring such indebtedness.
- B. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Borough's Administrative Agent, or an Administrative Agent appointed by a particular developer, in accordance with N.J.A.C. 5:80-26.6(b).

§ 5-14 Capital Improvements To Ownership Units.

- A. The owners of restricted ownership units may apply to the Borough's Administrative Agent, or an Administrative Agent appointed by a particular developer, to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.
- B. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Borough's Administrative Agent, or an Administrative Agent appointed by a particular developer, at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Borough's Administrative Agent, or an Administrative Agent appointed by a particular developer. Unless otherwise approved by the Borough's Administrative Agent, or an Administrative Agent appointed by a particular developer, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

§ 5-15 Control Periods for Restricted Rental Units.

- A. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject

to the requirements of this Ordinance for a period of at least 30 years, until the Borough of River Edge takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

- B. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Bergen. A copy of the filed document shall be provided to the Borough's Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
- C. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - 1. Sublease or assignment of the lease of the unit;
 - 2. Sale or other voluntary transfer of the ownership of the unit; or
 - 3. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

§ 5-16 Rent Restrictions for Rental Units; Leases.

- A. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Borough's Administrative Agent, or an Administrative Agent appointed by a particular developer.
- B. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Borough's Administrative Agent, or an Administrative Agent appointed by a particular developer.
- C. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Developer and/or Landlord or to the Borough's Administrative Agent, or an Administrative Agent appointed by a particular developer. If the fees are paid to the Borough's Administrative Agent or an Administrative Agent appointed by a particular developer, they are to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
- D. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15 percent of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

§ 5-17 Tenant Income Eligibility.

- A. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of the regional median household income by household size.
 2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of the regional median household income by household size.
 3. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of the regional median household income by household size.
- B. The Borough's Administrative Agent, or an Administrative Agent appointed by a particular developer, shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
1. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 2. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 3. The household is currently in substandard or overcrowded living conditions;
 4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 5. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- C. The applicant shall file documentation sufficient to establish the existence of the circumstances in a.1. through b.5. above with the Borough's Administrative Agent, or an

Administrative Agent appointed by a particular developer, who shall counsel the household on budgeting.

ARTICLE II MUNICIPAL HOUSING LIAISON.

§ 5-18 Municipal Housing Liaison

- A. The position of Municipal Housing Liaison (MHL) for the Borough of River Edge is established by this ordinance. The Borough shall make the actual appointment of the MHL by means of a resolution.
1. The MHL must be either a full-time or part-time employee of River Edge.
 2. The person appointed as the MHL must be reported to the Court and thereafter posted on the Borough's website.
 3. The MHL must meet all the requirements for qualifications, including initial and periodic training, if such training is made available by COAH or the DCA.
 4. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Borough of River Edge, including the following responsibilities which may not be contracted out to the Administrative Agent, or the Administrative Agent appointed by a specific developer:
 - a. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents, and interested households;
 - b. The implementation of the Affirmative Marketing Plan and affordability controls;
 - c. When applicable, supervising any contracting Administrative Agent;
 - d. Monitoring the status of all restricted units in the Borough's Fair Share Plan;
 - e. Compiling, verifying and submitting annual reports as required;
 - f. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
 - g. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Affordable Housing Professionals of New Jersey (AHPNJ), if such continuing education opportunities are made available by COAH or the DCA.
- B. Subject to the approval of the Court, the Borough of River Edge shall designate one or more Administrative Agent(s) to administer and to affirmatively market the affordable

units constructed in the Borough in accordance with UHAC and this Ordinance. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and may be subject to approval of the Court appointed Special Master or the Court. The Operating Manual(s) shall be available for public inspection in the office of the Borough Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s). The Municipal Housing Liaison shall supervise the work of the Administrative Agent(s).

ARTICLE III ADMINSTRATIVE AGENT

§ 5-19 Administrative Agent.

An Administrative Agent may be either an independent entity serving under contract to and reporting to the Borough or reporting to a specific individual developer. *The fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required.* The Borough Administrative Agent shall monitor and work with any individual Administrative Agents appointed by individual developers. The Administrative Agent(s) shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80- 26.14, 16 and 18 thereof, which includes:

A. Affirmative Marketing:

1. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Borough of River Edge and the provisions of N.J.A.C. 5:80-26.15; and
2. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

B. Household Certification:

1. Soliciting, scheduling, conducting and following up on interviews with interested households;
2. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
3. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
4. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;

5. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;
6. Employing a random selection process as provided in the Affirmative Marketing Plan of the Borough of River Edge when referring households for certification to affordable units; and
7. Notifying the following entities of the availability of affordable housing units in the Borough of River Edge: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Bergen County Branch of the NAACP, Senior Citizens United Community Services (S.C.U.C.S.), and the Supportive Housing Association.

C. Affordability Controls:

1. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
2. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
3. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Bergen County Register of Deeds or Bergen County Clerk's office after the termination of the affordability controls for each restricted unit;
4. Communicating with lenders regarding foreclosures; and
5. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

D. Resales and Re-rentals:

1. Instituting and maintaining an effective means of communicating information between owners and the Borough's Administrative Agent, or any Administrative Agent appointed by a specific developer, regarding the availability of restricted units for resale or re-rental; and
2. Instituting and maintaining an effective means of communicating information to low- (or very low-) and moderate-income households regarding the availability of restricted units for resale or re-rental.

E. Processing Requests from Unit Owners:

1. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;
2. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;
3. Notifying the municipality of an owner's intent to sell a restricted unit; and
4. Making determinations on requests by owners of restricted units for hardship waivers.

F. Enforcement:

1. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
2. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Borough's Administrative Agent, or any Administrative Agent appointed by a specific developer;
3. Posting annually, in all rental properties (including two-family homes), a notice as to the maximum permitted rent together with the telephone number of the Borough's Administrative Agent, or any Administrative Agent appointed by a specific developer, where complaints of excess rent or other charges can be made;
4. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
5. Establishing a program for diverting unlawful rent payments to the Borough's Affordable Housing Trust Fund; and
6. Creating and publishing a written operating manual for each affordable housing program administered by the Borough's Administrative Agent, or any Administrative Agent appointed by a specific developer, to be approved by the Borough Council and the Court, setting forth procedures for administering the affordability controls.

G. Additional Responsibilities:

1. The Borough's Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

2. The Borough's Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Ordinance. The Borough's Administrative Agent will be responsible for collecting monitoring information from any Administrative Agents appointed by specific developers.
3. The Borough's Administrative Agent, or any Administrative Agent appointed by a specific developer, shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

ARTICLE IV AFFIRMATIVE MARKETING REQUIREMENTS

§ 5-20 Affirmative Marketing Program.

- A. The Borough of River Edge shall adopt by resolution an Affirmative Marketing Plan, subject to approval of COAH, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
- B. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to affordable housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan also is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward COAH Housing Region 1 and covers the period of deed restriction.
- C. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 1 comprised of Bergen, Passaic and Hudson Counties.
- D. The Administrative Agent designated by the Borough of River Edge shall assure the affirmative marketing of all affordable units consistent with the Affirmative Marketing Plan for the municipality.
- E. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- F. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan,

the Borough's Administrative Agent, or any Administrative Agent appointed by a specific developer, shall consider the use of language translations where appropriate.

- G. The affirmative marketing process for available affordable units shall begin at least four (4) months prior to the expected date of occupancy.
- H. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by River Edge Borough.

ARTICLE V ENFORCEMENT OF AFFORDABLE HOUSING REGULATIONS

§ 5-21 Enforcement

- A. Upon the occurrence of a breach of any of the regulations governing an affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - 1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:
 - a. A fine of not more than \$2,000.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;
 - b. In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Borough of Oradell Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - c. In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

2. The Borough may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.
 - a. The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.
 - b. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.
 - c. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
 - d. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and

costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

- e. Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- f. The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

ARTICLE VI AFFORDABLE HOUSING DEVELOPMENT FEES.

§ 5-22 Purpose.

- A. In Holmdel Builder's Ass'n v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27D-301-et seq., and the State Constitution, subject to the Council On Affordable Housing's ("COAH's") adoption of rules.
- B. Pursuant to P.L.2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from non-residential development.
- C. The purpose of this section is to establish standards for the collection, maintenance and expenditure of development fees pursuant to COAH's rules and in accordance with P.L.2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this section shall be used for the sole purpose of providing "low" and "moderate" income housing. This section shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.

§ 5-23 When Effective, Authority to Spend Fees.

- A. Pursuant to N.J.A.C. 5:96-5.1, the ability to impose, collect and spend development fees is predicated on the Borough of River Edge's participation in COAH's substantive certification process or as approved by the courts.
- B. The Borough of River Edge shall not spend development fees until COAH has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3.

§ 5-24 Definitions.

The following terms, as used in this Article, shall have the following meanings:

"Affordable housing development" shall mean a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a one hundred (100%) percent affordable development.

"COAH" or the *"Council"* shall mean the New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.

"Development fee" shall mean money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3.

"Developer" shall mean the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

"Equalized assessed value" shall mean the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (C.54:1-35a through C.54:1-35c).

"Green building strategies" shall mean those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

§ 5-25 Residential Development Fees.

- A. Imposed Fees:
 - 1. In accordance with N.J.A.C. 5:97-8.3 (c) of COAH's "Substantive Rules," all new development of principal and accessory residential buildings within the Borough of River Edge, not exempt from the collection of development fees in accordance with the provisions specified in Subsection 23-74.4c. of this ordinance hereinbelow, shall pay a fee to River Edge Borough equal to one and one-half (1.5%) percent of the equalized

assessed value of the residential construction, provided no increased density is permitted.

2. Notwithstanding the provisions of subsection 23-74.4a. hereinabove, if a "d" variance is granted pursuant to N.J.S.A. 40:55D-70 d.(5) for more residential units than otherwise permitted by right under the existing zoning, then the additional residential units realized as a result of the "d" variance approval shall pay a bonus development fee to River Edge Borough equal to six (6.0%) percent of the equalized assessed value of the residential development, rather than the one and one-half (1.5%) percent development fee otherwise required for the residential units permitted by right.
 - a. However, if the zoning of a site has changed during the immediate two (2) years prior to the filing of the "d" variance application, then the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two (2) year time period. . Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units, and the specified higher percentage up to 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Residential Development.

1. All affordable housing developments and developments where the developer has made a payment in lieu of constructing affordable units shall be exempt from paying development fees. All other forms of new construction shall be subject to development fees.
2. Developments that have received preliminary or final site plan approval prior to the adoption of a development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or construction permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that building permits are issued.
3. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded to add one or more additional dwelling units, if the expansion is not otherwise exempt from the development fee requirement. It is the intention of this Chapter that expansions to residential structures which do not add dwelling units are exempt from development fees. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
4. No development fee shall be collected for a demolition and replacement of a residential building resulting from a natural disaster and LEED certified green buildings shall be exempt from paying a development fee.

5. No development fee shall be collected for the construction of an "accessory structure" which is not a "building" as these terms are defined in the River Edge Borough "Land Development" Ordinance.

§ 5-26 Nonresidential Development.

A. Imposed Fees:

1. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
2. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
3. Development fees also shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half (2 1/2%) percent shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final Certificate of Occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero (0).

B. Eligible Exactions, Ineligible Exactions and Exemptions for Nonresidential Development.

1. The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the two and one-half (2.5%) percent development fee, unless otherwise exempted below.
2. The two and one-half (2.5%) percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
3. Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form and listed below. Any exemption claimed by a developer shall be substantiated by that developer.
 - a. All nonresidential construction of buildings or structures on property used by houses of worship, and property used for educational purposes which is tax-exempt pursuant to R.S.54:4-3.6, provided that the property continues to maintain its tax-

exempt status under that statute for a period of at least three (3) years from the date of the Certificate of Occupancy;

- b. Parking lots and parking structures, regardless of whether the parking lot or parking structure is constructed in conjunction with a nonresidential development or as a stand-alone non-residential development;
 - c. Any nonresidential development which is an amenity to be made available to the public, including, but not limited to, recreational facilities, community centers and senior centers as defined in section 35 of P.L.2008, c.46 (C.40:55D-8.4), which are developed in conjunction with or funded by a non-residential developer;
 - d. Projects determined by the New Jersey Transit Corporation to be consistent with a transit village plan developed by a transit village designated by the New Jersey State Department of Transportation; and
4. A developer of a nonresidential development exempted from the nonresidential development fee above shall be subject to it at such time the basis for the exemption set forth in this subsection no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three (3) years after that event or after the issuance of the final Certificate of Occupancy of the nonresidential development, whichever is later.
 5. If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within forty-five (45) days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Borough of River Edge as a lien against the real property of the owner.

§ 5-27 Collection Procedures.

The Borough of River Edge shall collect development fees for affordable housing in accordance with the following:

- A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction Official or designated municipal official responsible for the issuance of a building permit.
- B. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Non-Residential Development Certification/Exemption", to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax

Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

- C. The Borough Construction Official responsible for the issuance of a building permit shall notify the Borough Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- D. Within ninety (90) days of receipt of that notice, the Borough Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development. The equalized assessed value and the required development fee shall be estimated by the Borough Tax Assessor prior to the issuance of the construction permit, with the understanding that the estimate of the equalized assessed value is not intended to establish the equalized assessed value for tax purposes.
- E. The Construction Official responsible for the issuance of a final certificate of occupancy notifies the local Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- F. Within 10 business days of a request for the scheduling of a final inspection, the Municipal Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- G. Should the Borough of River Edge fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b of Section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).
- H. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for payment the difference between the fee calculated at building permit and that determined as issuance of certificate of occupancy.
- I. Developers shall pay the remainder of the development fee to River Edge Borough at the time of the issuance of a Certificate of Occupancy.
- J. Upon tender of the remaining development fee, provided the developer is in full compliance with all other applicable laws, the Borough shall issue a final Certificate of Occupancy for the subject property.
- K. Regardless of the time of collection of the development fee, the fee shall be based upon the percentage that applies on the date that the construction permit is issued.

- L. The Construction Code Official shall forward all collected development fees to River Edge Borough's Chief Financial Officer who shall deposit such fees into the established Housing Trust Fund.
- M. Appeal of development fees.
 - 1. A developer may challenge the development fees imposed by filing a challenge with the Director of the Division of Taxation for nonresidential development and with the County Board of Taxation for residential development. Pending a review and determination by the Director or Board, as the case may be, which shall be made within forty-five (45) days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the Borough. Appeals from a determination of the Director or Board, as the case may be, may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within ninety (90) days after the date of such determination. Accrued interest earned on escrowed amounts to be returned shall also be returned to the developer.
 - 2. A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the Borough of River Edge. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1, et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 5-28 Affordable Housing Trust Fund.

- A. All collected development fees and any proceeds from the sale of units with extinguished controls shall be deposited by the Chief Financial Officer of the Borough of River Edge into a separate designated interest-bearing Housing Trust Fund, which shall be maintained by the Borough Chief Financial Officer.
 - 1. No money shall be expended from the Housing Trust Fund unless the expenditure conforms to the spending plan which has been approved by COAH or courts.
- B. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 - 1. Recapture funds;
 - 2. Proceeds from the sale of affordable units;
 - 3. Rental income from municipally operated units;
 - 4. Payments in lieu of on-site construction of affordable units;

5. Affordable housing enforcement fines and application fees;
 6. Developer contributed funds for barrier free affordable housing pursuant to N.J.A.C. 5:97-8.5;
 7. Repayments from affordable housing program loans; and
 8. Any other funds collected in connection with the Borough's affordable housing program.
- C. Within seven (7) days from the opening of the trust fund account, the Borough of River Edge shall provide COAH or court with written authorization, in the form of a three-party escrow agreement between the municipality, the bank, and COAH or court to permit COAH or the court to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).
- D. All interest accrued in the Housing Trust Fund shall only be used on eligible affordable housing activities approved by COAH.

§ 5-29 Use of Funds.

- A. Funds deposited in the Housing Trust Fund may be used for any housing activity as itemized in the spending plan and approved by COAH to address the Borough's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to:
1. A rehabilitation program;
 2. New construction of affordable housing units and related development costs; in the case of inclusionary developments, eligible costs shall be prorated based on the proportion of affordable housing units included in the development;
 3. Accessory apartment, market to affordable, or regional affordable housing partnership programs;
 4. Financial assistance designed to increase affordability;
 5. Conversion of existing nonresidential buildings to create new affordable units;
 6. Acquisition and/or improvement of land to be used for affordable housing;
 7. Purchase of existing market rate or affordable housing for the purpose of maintaining or implementing affordability controls, such as in the event of a foreclosure;

8. Extensions or improvements of roads and infrastructure directly serving affordable housing sites; in the case of inclusionary developments, costs shall be prorated based on the proportion of affordable housing units included in the development;
 9. Green building strategies designed to be cost-saving for low and moderate income households, either for new construction that is not funded by other sources, or as part of necessary maintenance or repair of existing units, in accordance with accepted Federal or State standards or such guidance as may be provided by the New Jersey State Department of Community Affairs or the New Jersey Housing and Mortgage Finance Agency;
 10. Maintenance and repair of affordable housing units;
 11. Repayment of municipal bonds issued to finance low and moderate income housing activity;
 12. To defray the costs of structural parking; in the case of inclusionary developments, eligible costs shall be prorated based on the proportion of affordable housing units included in the development;
 13. Administration necessary for implementation of the Housing Plan Element and Fair Share Plan, in accordance with subsection 23-74.8g. below; and
 14. Any other activity as specified in the approved spending plan and as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9.
- B. The Borough also may request authorization for expenditure of Housing Trust Funds on emergent affordable housing mechanisms not included in the Borough's Fair Share Plan in the form of an amendment to the spending plan. In addition to the amendment to the spending plan, the Borough shall submit the following:
1. A resolution to COAH or court that includes a certification that the affordable housing opportunity addresses COAH's or court's criteria set forth in N.J.A.C. 5:97-6 and information regarding the proposed mechanism in a format to be provided by COAH or court; and
 2. An amendment to its Fair Share Plan to include the mechanism at the earlier of two (2) years after COAH's or court's approval of the spending plan amendment or the next planned amendment to the Fair Share Plan resulting from the plan evaluation review pursuant to N.J.A.C. 5:96-10.
- C. Funds shall not be expended to reimburse the Borough of River Edge for past housing activities.
- D. Payments in lieu of constructing affordable housing units on residential and mixed-use sites shall only be used to fund eligible affordable housing activities within the Borough.

- E. At least thirty (30%) percent of all development fees collected and interest earned shall be devoted to providing affordability assistance to low and moderate income households in affordable units included in the Housing Element and Fair Share Plan, provided and in accordance with the following:
1. One-third (1/3) of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to very low income households.
 2. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner's association or condominium fees and special assessments, and assistance with emergency repairs.
 3. Affordability assistance for very low income households may include buying down the cost of low or moderate income units in the third round Borough's Fair Share Plan to make them affordable to very low income households (earning thirty (30%) percent or less of median income). The use of development fees in this manner may entitle the Borough to bonus credits pursuant to N.J.A.C. 5:97-3.7.
 4. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- F. The Borough of River Edge may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18, subject to COAH's approval.
- G. No more than twenty (20%) percent of development fee revenues collected in any given year from the development fees may be expended on administration, including, but not limited to, the salaries and benefits for River Edge Borough employees or consultant fees necessary to develop or implement a new affordable housing program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program.
1. In the case of a rehabilitation program, no more than twenty (20%) percent of the revenues collected from development fees shall be expended for such administrative expenses.
 2. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, preserving existing affordable housing, and compliance with COAH's monitoring requirements.
 3. Legal or other fees related to litigation opposing affordable housing sites or objecting to COAH's regulations and/or action are not eligible uses of the Housing Trust Fund.

§ 5-30 Monitoring.

- A. The Borough of River Edge Municipal Housing Liaison shall coordinate with the appropriate municipal officials the completion and return to COAH of all monitoring forms included in the annual monitoring report related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines and application fees, and any other funds collected in connection with the Borough's housing program, and the expenditure of revenues and implementation of the plan certified by COAH.
- B. At minimum, the monitoring shall include an accounting of any Housing Trust Fund activity, identifying the source and amount of funds collected, the amount and purpose for which any funds have been expended, and the status of the spending plan regarding the remaining balance pursuant to N.J.A.C. 5:97-8.10(a)8.
- C. All monitoring reports shall be completed on forms designed by COAH.

§ 5-31 Ongoing Collection of Development Fees and Expiration of Section.

- A. The ability for the Borough of River Edge to impose, collect and expend development fees shall expire with its Substantive Certification unless River Edge Borough has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for Substantive Certification, and has received COAH's approval of its Development Fee Ordinance.
- B. If the Borough of River Edge fails to renew its ability to impose and collect development fees prior to the date of expiration of Substantive Certification, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund.
- C. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L. 1985, c.222 (C.52:27D-320).
- D. The Borough of River Edge shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Substantive Certification, or judgment of compliance, nor shall the Borough of River Edge retroactively impose a development fee on such a development.
- E. The Borough of River Edge shall not expend development fees after the expiration of its Substantive Certification or judgment of compliance.

§ 50-32 Appeals.

Appeals from all decisions of an Administrative Agent appointed pursuant to this Ordinance shall be filed in writing with the Superior Court or other agency as provided for by law.

SECTION 2. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

SECTION 3. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Borough of River Edge, the provisions hereof shall be determined to govern. All other parts, portions and provisions of the Revised General Ordinances of the Borough of River Edge are hereby ratified and confirmed, except where inconsistent with the terms hereof.

SECTION 4. The Borough Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this ordinance to the Bergen County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

SECTION 5. After introduction, the Borough Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Borough of River Edge for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64.

SECTION 6. This Ordinance shall take effect immediately upon (1) adoption; (2) approval by the Mayor pursuant to N.J.S.A. 40:69A-149.7; (3) publication in accordance with the laws of the State of New Jersey; and (4) filing of the final form of adopted ordinance by the Clerk with (a) the Bergen County Planning Board pursuant to N.J.S.A. 40:55D-16.

Thomas Papaleo, Mayor

ATTEST:

Stephanie Evans, Borough Clerk

**BOROUGH OF EDGE
ORDINANCE #20-10**

AN ORDINANCE TO AMEND AND SUPPLEMENT ARTICLE VIII, CONDITIONAL USES, PLANNED RESIDENTIAL DEVELOPMENTS, OF CHAPTER 416, ZONING, OF THE BOROUGH OF RIVER EDGE, BERGEN COUNTY, NEW JERSEY, TO ESTABLISH A NEW BRIDGE ROAD AFFORDABLE HOUSING (AH-1) OVERLAY ZONE

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of River Edge, Bergen County, New Jersey, that amendments set forth below are made to Chapter 416, “Zoning,” of the Code of the Borough of River Edge as follows:

Section 1. Section 416-5 of Chapter 416, Zoning, of the Code of the Borough of River Edge entitled “District Designations” is hereby amended to include the following new zone district:

AH-1 New Bridge Road Affordable Housing Overlay Zone

Section 2. The Zoning Map of the Borough of River Edge, as referenced in Section 416-6, Zoning Map, and Chapter 416, Zoning, attachment 416d, Zoning Map, are hereby amended to include a new AH-1 New Bridge Road Affordable Housing Overlay Zone encompassing Block 1303 Lots 3, 4 and 5, and which shall retain the underlying C-1 Commercial zoning designation of those parcels as shown on the accompanying map.

Section 3. Article VIII, Chapter 416 of the Code of the Borough of River Edge entitled “Conditional Uses; Planned Residential Developments” is hereby renamed “Conditional Uses, Overlay Zones and Planned Residential Developments.” Article VIII shall be amended to include a new Section 416-36.2 entitled “AH-1 New Bridge Road Affordable Housing Overlay Zone.” The new Section 416-36.2 shall read as follows:

416-36.2. AH-1 New Bridge Road Affordable Housing Overlay Zone.

A. **Purpose.** The purpose of the AH-1 New Bridge Road Affordable Housing Overlay Zone is to create a realistic opportunity for the construction of low and moderate-income housing in a suitable location of the Borough of River Edge, and address a portion of the Borough’s fair share affordable housing obligation in accordance with the Fair Housing Act (“FHA”), applicable Council on Affordable Housing (“COAH”) regulations, Settlement Agreement entered into between the Borough and Fair Share Housing Center on June 24, 2019, the Borough’s Housing Element and Fair Share Plan, and any applicable order of the Court, including a Judgement of Compliance and Repose Order. Developers shall have the option of developing in accordance with the underlying zone standards.

In addition, it is the intent and purpose of the AH-1 Zone to achieve the following:

1. Minimize impacts to the local school district by encouraging a greater proportion of studio and 1-bedroom dwelling units, except as required for the bedroom distribution of affordable housing units in accordance with the applicable affordable housing regulations.
2. Promote quality site and building design that recognizes the AH-1 Overlay Zone as a gateway to the community and is harmonious with the New Bridge Landing Historical Site located across New Bridge Road.

B. Principal uses. The following principal uses shall be permitted in the AH-1 Overlay Zone:

1. Inclusionary multifamily development.
2. Mixed-use development consisting of principal uses permitted in the C-1 Zone located on the ground level and inclusionary multifamily development only above the first floor.
3. C-1 Zone Principal Permitted Uses in accordance with Attachment 416b, Zoning District Use Regulations.

C. Accessory uses. The following accessory uses shall be permitted in the AH-1 Overlay Zone:

1. Private indoor recreation and community rooms and facilities to be used exclusively by the residents of the development.
2. Private indoor recreation
3. Leasing/management office exclusively for the residential component of the development.
4. Roof mounted solar panels and equipment. Ground mounted solar panels shall be prohibited.
5. Green roofs.
6. Rooftop amenities to be used exclusively by the residents of the development.
7. Electric vehicle (EV) charging equipment.
8. Signs.
9. Fences and Walls.
10. Trash and recycling facilities.
11. Accessory uses customarily incidental to multifamily development.
12. Accessory uses customarily incidental to uses permitted in the C-1 Zone when such uses are proposed.

D. Affordable housing requirements.

1. All development constructed in accordance with the AH-1 Zone standards shall be required to provide a minimum affordable housing set-aside of 20%, regardless of whether units are for sale or for rent. When calculating the required number of affordable units, any computation resulting in a fraction of a unit shall be rounded upwards to the next whole number.

2. All affordable units to be produced pursuant to this section shall comply with Chapter 50, Affordable Housing Regulations, of the Borough Code, as may be amended and supplemented, the Uniform Housing Affordability Controls (“UHAC”) (N.J.A.C. 5:80-26.1 et seq.) or any successor regulation, the Borough’s Housing Element and Fair Share Plan, as may be amended from time to time, and any applicable order of the Court, including a Judgment of Compliance and Repose Order. These requirements include, but are not limited to the following:
 - a. Low/Moderate Income Split: A maximum of fifty percent (50%) of the affordable units shall be moderate-income units and a minimum of fifty percent (50%) of the affordable units shall be low-income units. At least thirteen percent (13%) of all restricted rental units shall be very low-income units, which shall be counted as part of the required number of low-income units within the development.
 - b. Bedroom Distribution: The following bedroom mix shall apply to affordable units:
 - (1) The combined number of efficiency and one-bedroom units shall be no greater than twenty percent (20%) of the total low- and moderate-income units;
 - (2) At least thirty percent (30%) of all low- and moderate-income units shall be two-bedroom units;
 - (3) At least twenty percent (20%) of all low- and moderate-income units shall be three-bedroom units; and
 - (4) The remaining units may be allocated among two and three-bedroom units at the discretion of the developer.
 - c. Deed Restriction Period: All affordable units shall be deed restricted for a period of at least thirty (30) years from the date of the initial occupancy of each affordable unit (the “Deed-Restriction Period”). The affordability controls shall expire only after they are properly released by the Borough and/or the Borough’s Administrative Agent at the Borough’s sole option in accordance with N.J.A.C. 5:80-26.11 for rental units or N.J.A.C. 5:80-26.5 regulating for-sale units.
 - d. Administrative Agent: All affordable units shall be administered by a qualified Administrative Agent paid for by the developer, which may or may not be the Borough’s Administrative Agent.
 - e. Other Affordable Housing Unit Requirements: Developers shall also comply with all of the other requirements of Chapter 50, Affordable

Housing Regulations, of the Borough code including, but not limited to, provisions for (1) affirmative marketing requirements; (2) candidate qualification and screening requirements; (3) integrating the affordable units amongst the market rate units; and (4) unit phasing requirements. In any case where more than one principal building is developed, the affordable units shall be dispersed between all of the buildings on site. The exact locations and dimensions for each affordable unit shall be specified at the time of site plan application.

E. **Area and bulk requirements.** The area and bulk requirements for development built in accordance with the AH-1 Overlay Zone standards are set forth below. All other development shall comply with the underlying zone's area and bulk regulations, which shall remain in full force and effect.

1. Minimum tract area: 2 acres
2. Maximum density: 20 units/acre
3. Minimum dwelling unit size: 700 square feet
4. Minimum front yard setback: 30 feet

Front yard setbacks shall be measured from any road widening easements.

5. Minimum side yard setback (each): 50 feet
6. Minimum rear yard setback**: 50 feet

In the AH-1 Overlay Zone, for purposes of calculating the rear yard setback, including corner lots, the rear lot line shall be determined as the lot line opposite and parallel to New Bridge Road, which is also directly adjacent to the N.J. Transit rail corridor. All other lot lines not directly fronting a public right of way shall be considered side lot lines.

7. Maximum building coverage: 40%
8. Maximum improved lot coverage: 85%
9. Maximum building height: 4 stories/45 feet

Appurtenances attached to the principal building including, but not limited to, antennas, chimneys, bulkheads, mechanical equipment, penthouses (not for human occupancy) and similar type features shall not exceed 12 feet in height and shall not occupy more than 15% of the total roof area. Pergolas for rooftop amenity spaces shall not exceed 10 feet in height. All roof mounted appurtenances shall have a minimum 10-foot setback from the

parapet. Flat roofs shall have parapets of not less than 42 inches and not more than 48 inches or as may otherwise be required.

10. Landscape Buffers:

Minimum Side Landscape Buffer: 15 feet

Minimum Rear Landscape Buffer: 10 feet

Landscape buffers shall minimally consist of a 6-foot high solid fence or wall, year-round screening consisting of a mix of evergreen and deciduous shrubs, and ornamental and/or shade trees planted at regular intervals not to exceed 50 feet on center. Landscape buffers may be interrupted where driveway access is provided between Lots 4 and 5, pedestrian access is provided along the northerly boundary of Lot 3 and for any proposed or required easements.

F. **Design Requirements.**

1. When developed as a mixed-use project, residential units shall only be permitted above the ground floor, except that ground floor areas used for access to such uses shall be permitted.
2. Parking
 - A. The minimum number of off-street parking spaces shall be provided in accordance with Residential Site Improvement Standards for multifamily uses and Section 350-25 of the Borough Code for non-residential uses.
 - B. Parking shall be prohibited in the front yard(s), except when retail or service uses permitted in the C-1 Zone are incorporated in the development.
 - C. Surface parking outside of the principal building footprint shall have year-round screening with landscaping of minimally 3 feet in height where visible from the public right-of-way.
 - D. Parking areas within the principal building footprint shall have screening and architectural treatment consistent with the front building façade on all sides.
 - E. Loading spaces shall be provided in accordance with Section 350-26 of the Borough Code.
3. Building Design
 - A. Buildings with expansive blank walls are prohibited.

- B. Side and rear building elevations shall receive architectural treatments comparable to front building facades.
- C. Each façade shall be designed to have a delineated floor line between the street level and upper floors.
- D. Each building façade facing a public right-of-way shall have elements of vertical articulation no greater than 50 feet apart minimally 1 foot deep. Such features may project a maximum of 18 inches into any required yard setback having a width not to exceed 10 feet.
- E. Balconies above the first floor are encouraged and may extend a maximum of 4 feet into any required yard setback.
- F. Flat roof area not occupied by appurtenances or amenity space shall be constructed as a “cool roof” with solar reflectivity of 50% or greater as certified by the Cool Roof Rating Council.
- G. Fire escapes are prohibited on front building facades, except where required by the Borough Fire Official.
- H. Primary building entrances for multifamily and commercial uses, when applicable, shall be oriented facing a public right-of-way. Rear entrances may also be provided.
- I. Awnings and canopies are encouraged at the ground floor level.

4. Trash and Recycling

- A. Trash and recycling shall be stored in a designated location within the principal building or enclosed accessory structure. Dumpster enclosures shall be prohibited in front yards and shall be screened with minimally 6-foot high solid fencing and/or walls with materials and colors that are consistent with the principal building.

5. Equipment

- A. All roof mounted equipment such as HVAC, air conditioning and ventilation units shall be screened from public view.
- B. Any ground mounted equipment shall be enclosed with fencing and/or landscaping to provide year-round screening. All equipment shall be prohibited in the front yard except as may be required by a utility.

6. Landscaping and Streetscape

- A. Foundation plantings and landscape beds shall be installed around the principal building.
- B. Shade trees shall be installed at regular intervals in the front yard with a maximum spacing of 50 feet on center to function as “street trees”.
- C. A landscape plan shall be provided including a mix of ornamental, shade and/or evergreen trees, shrubs, perennials, grasses, perennials and annuals.
- D. Native and deer resistant plant species are encouraged where appropriate.
- E. Streetscape improvements including paving, lighting and tree installation shall be provided in accordance with Borough standards at the discretion of the Borough Engineer.

7. Lighting

- A. Site lighting shall be provided in accordance with Section 350-28 and all other applicable sections of the Borough Code.
- B. Lighting shall include shielding to minimize glare from surrounding residential uses and public rights-of-way.

8. Signs

- A. Signs shall be permitted in accordance with Article X, Signs and Signage, of Chapter 416, Zoning.

F. **Easements.**

- 1. The existing drainage easement on Lot 3 shall be maintained.
- 2. Development shall adhere to any existing or required road widening easements.
- 3. A minimum 10-foot wide public access easement shall be provided along the entire side lot line shared between Block 1303 Lots 1 and 3 providing access to the adjacent Bergen County owned property.

Section 4. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

Section 5. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Borough of River Edge, the provisions hereof shall be determined

to govern. All other parts, portions and provisions of the Code of the Borough of River Edge are hereby ratified and confirmed, except where inconsistent with the terms hereof.

Section 6. The Borough Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this ordinance to the Bergen County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

Section 7. After introduction, the Borough Clerk is hereby directed to submit a copy of the within Ordinance to the Land Use Board of the Borough of River Edge for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Land Use Board is directed to make and transmit to the Borough Council, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

Section 8. This Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40:69A-149.7. If the Mayor fails to return this Ordinance with either his approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved.

Section 9. This Ordinance shall take effect immediately upon (1) adoption; (2) approval by the Mayor pursuant to N.J.S.A. 40:69A-149.7; (3) publication in accordance with the laws of the State of New Jersey; and (4) filing of the final form of adopted ordinance by the Clerk with (a) the Bergen County Planning Board pursuant to N.J.S.A. 40:55D-16, and (b) the Borough Tax Assessor as required by N.J.S.A. 40:49-2.1.

Thomas Papaleo, Mayor

ATTEST:

Stephanie Evans, Borough Clerk

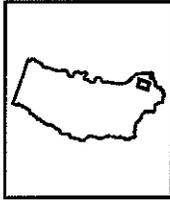
BURGIS ASSOCIATES, INC.
 COMMUNITY PLANNING,
 LAND DEVELOPMENT AND DESIGN,
 ARCHITECTURAL RESTORATION

25 Waterwood Avenue
 Wickham, New Jersey 07093

P: 908.666.8811
 F: 201.883.2338

Project Title:
 AH-1 Overlay Zone

Location:
 BOROUGH OF RIVER EDGE
 BERGEN COUNTY, NEW JERSEY



Legend

- Parcels
- AH-1 Overlay Zone

Parcels Map

SN	Description	Area	Shape	CT

Project Title: _____

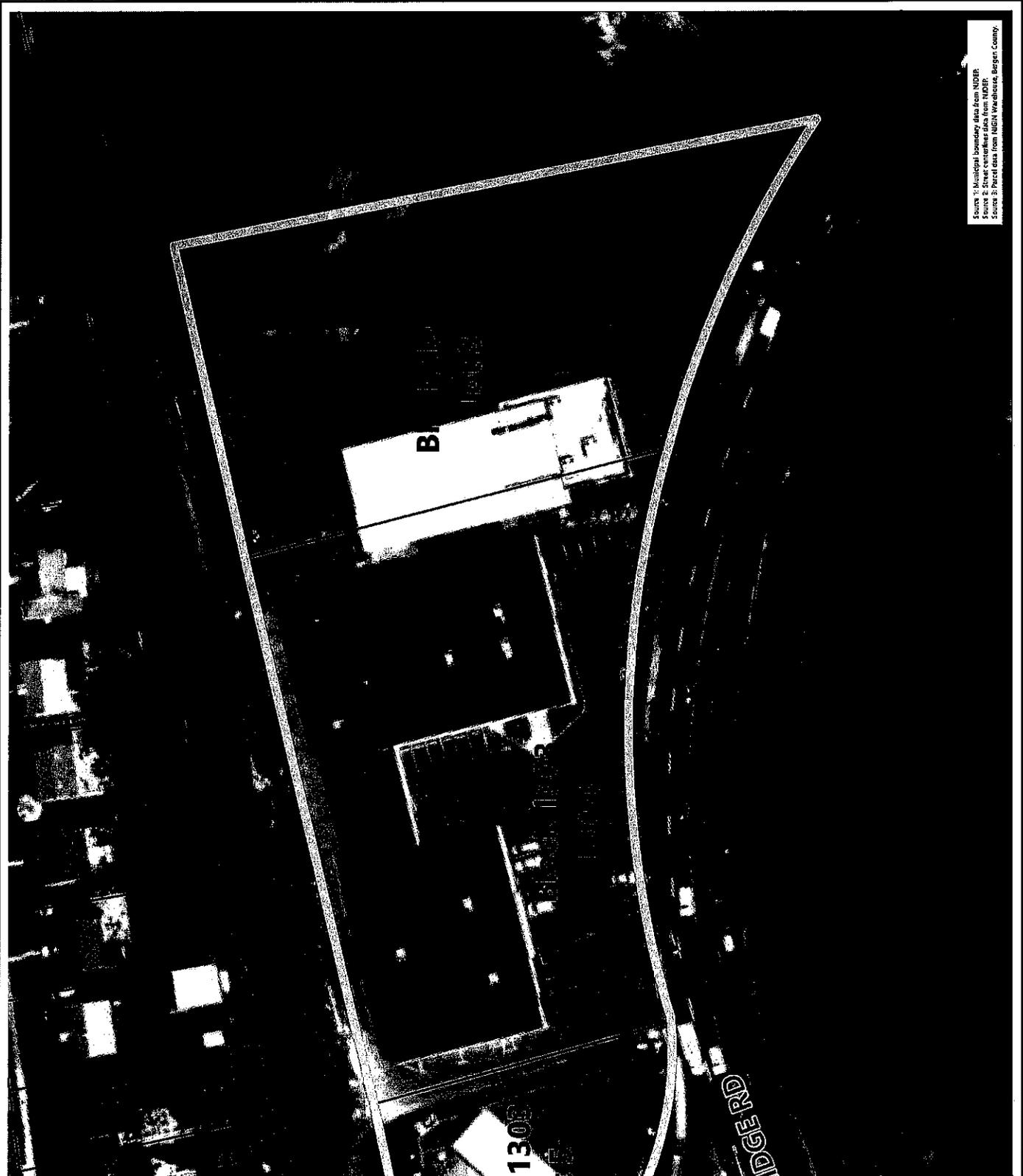


JOSEPH H. BURGIS, ACP
 PROFESSIONAL PLANNER
 NEW JERSEY LIC. NO. 2450

Project No.: 3125.00
 Date: 11/11
 Date: 08/17/2011
 Scale: 1" = 60'

Page No. _____

UNREGISTERED, LIMITED LIABILITY CORPORATION



Source 1: Municipal boundary data from NJDEP.
 Source 2: Street centerlines data from NJDEP.
 Source 3: Parcel data from NJCN Warehouse, Bergen County.

BOROUGH OF RIVER EDGE
RESOLUTION #20-165

A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT WITH THE COUNTY OF BERGEN TO SUPERSEDE THE
COOPERATIVE AGREEMENT DATED JULY 1, 2000 AND AMENDMENTS THERETO
ESTABLISHING THE BERGEN COUNTY COMMUNITY DEVELOPMENT PROGRAM

WHEREAS, certain Federal funds are potentially available to the County of Bergen under Title I of the Housing and Community Development Act of 1974, as amended; the HOME Investment Partnership Act of 1990, as amended; and the Emergency Solutions Grant of 2012; and

WHEREAS, it is necessary to supersede an existing Interlocal Services Cooperative Agreement for the County and its people to benefit from these Programs; and

WHEREAS, an Agreement has been proposed under which the Municipality of River Edge and the County of Bergen in cooperation with other Municipalities, will modify an Interlocal Services Program pursuant to N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, it is in the best interest of the Municipality of River Edge to enter into such an Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Municipality of River Edge that the Agreement entitled “Three Year Cooperative Agreement” (an Agreement superseding the Cooperative Agreement dated July 1, 2000 – June 30, 2003) to clarify the planning and implementation procedures and to enable the Municipality to make a Three Year irrevocable commitment to participate in the Community Development Block Grant Program (CDBG), the Home Investment Partnership Program (HOME), and the Emergency Solutions Grant Program (ESG) for the Program Years 2021, 2022, and 2023 covering the period July 1, 2021 – June 30, 2024 be executed by the Mayor and Municipal Clerk in accordance with the provisions of law; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately in accordance with law and that an original copy be made available to the Director of the Bergen County Division of Community Development as soon as possible and no later than Friday, July 17, 2020.

June 22, 2020

	Motion	Second	Yes	No	Abstain	Absent
Busteed						
Chinigo						
Gautier						
Kaufman						
Kinsella						
Koen						
Mayor Papaleo						

I hereby certify that this resolution, consisting of page(s), was adopted at a meeting of the Mayor and Council of the Borough of River Edge, held on this th day of , 2020..

Stephanie Evans, Borough Clerk

Three Year Cooperative Agreement

An Agreement superseding the Cooperative Agreement dated July 1, 2000 and amendments thereto, for the purpose of inserting a description of activities for the **Forty-Sixth Year (July 1, 2021 - June 30, 2024)** Urban County Community Development Block Grant Entitlement Program, HOME Investment Partnership Act Program, Emergency Solutions Grant and clarifying the planning and implementation procedures for **Program Years 2021, 2022, and 2023**.

WHEREAS, in order to meet Federal requirements there must be a binding agreement in effect; and

WHEREAS, the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 et seq., requires a specific delineation of activities to be included in the Agreement; and

WHEREAS, the various new activities have been proposed to be carried out under the **Forty-Sixth Year** Community Development Program.

NOW, THEREFORE, it is mutually agreed that the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., contract dated July 1, 2000, between the Municipality of River Edge, hereinafter the "Municipality" and the County of Bergen be superseded by this "Three Year Cooperative Agreement", and the attachments hereto.

A. Community Development Planning Process

1. Nature and Extent of Planning Procedures

- a. Purpose - The purpose of this Agreement is to establish a legal mechanism through which the county government may apply for, receive, and disburse Federal funds available to eligible urban counties under the Community Development Block Grant Entitlement Program (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) and to take such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of these programs. Federal funds received by the County shall be for such functions as neighborhood facilities, housing construction and rehabilitation, public facilities, urban renewal, water and sewer facilities, open space, and other such purposes as are authorized by said Acts. Nothing contained in this Agreement shall deprive any municipality or other unit of local government of any powers of zoning or other lawful

Three Year Cooperative Agreement

authority which it presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as provided in section A.1.c.(6), below. This Agreement covers the CDBG Entitlement Program, the HOME Investment Partnership Act Program and the Emergency Solutions Grant Program.

- b. Establishment of Committees - There are hereby established six regional Community Development committees, consisting of two representatives from each participating municipality, each to be appointed for a one year period, coinciding with the fiscal year (July 1 to June 30). The governing body and the chief executive of each participating municipality shall make one appointment each. Alternates may be appointed in the same manner as set forth above and shall have the same powers in the absence of the designated representatives.
- c. Responsibilities of the Regional Community Development Committees
 - (1) The Community Development Regional Committees shall elect a chairperson.
 - (2) The Committees shall meet as often as required. Each regional committee shall establish its own rules of procedures and shall make recommendations to the County Executive and Board of Chosen Freeholders through the Division of Community Development.
 - (3) The Committees shall study and discuss the community development needs of the County of the respective regions, and shall determine the most effective and acceptable utilization of Community Development Block Grant Funds available to the region. They shall recommend to the County Executive and Board of Chosen Freeholders an application for participation in Federal funding, including an allocation formula and towards that end they shall jointly, in the manner herein prescribed, be authorized to develop a Consolidated Plan for the County and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in the Community Development Block Grant Program. Funds applied for shall be those available for "Urban Counties" under the Community Development Block Grant Entitlement Program.
 - (4) The Community Development Regional Committees shall develop, in full consultation with the Division of Community Development and all affected agencies of the local governments involved, priorities for the actual utilization of

Three Year Cooperative Agreement

such funds as are made available from the Federal Government under this Title. The Committees shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the County to carry out the project or function, for a municipality to receive the monies to carry it out, or for some other combination of local or State agencies. The implementation shall be established before submittal of the application to HUD, and any relevant documents that become part of this Agreement, and should be submitted to HUD with it. Such implementation mechanism shall be established by means of a separate contract between the County government and the municipality or agency implementing the designated project pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq.

- (5) Every municipality participating in the Committees may request participation in the expenditure of the Federal funds, comment on the overall needs of the County which may be served through these funds, or otherwise take part in the proceedings of the Community Development Committees through its Community Development representatives. No project may be undertaken or services provided in any municipality without the prior approval of the governing body of the municipality, which approval shall be established in accordance with the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., in addition to such other approvals as may be required by law.
- (6) By executing this agreement the municipality understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and may not participate in the HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation and may receive a formula allocation under the ESG program only through the urban county program.

d. Establishment of Countywide Committees

There is hereby established a Countywide Committee consisting of the Chairpeople of the six Regional Community Development Committees and five other at-large members appointed by the County Executive. The role of the Countywide Committee

Three Year Cooperative Agreement

is to recommend an allocation formula to the Board of Freeholders and to also recommend funding for multi-regional and countywide projects. These recommendations shall be submitted to both the Board of Chosen Freeholders and the Regional Community Development Committees. The creation of the countywide committee in no way diminishes or changes the authority of the County or the Regional Community Development Committees. The Community Development Director and other appropriate County staff shall discuss all Countywide and multi-regional projects with the Countywide Committee both before specific funding levels are authorized by the County and at all important stages of implementation. The term for the Countywide Committee shall coincide with the fiscal year (July 1 to June 30). No member of the Countywide Committee shall be able to vote on any matter that affects any applicant on whose board they serve.

2. Standards of Performance

Every Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., established pursuant to this Agreement shall contain standards of performance as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., and by the Housing and Community Development Act of 1974 and the HOME Investment Partnership Act of 1990 Bi-annually, a report shall be prepared for the Regional and Countywide Committees and the municipalities by the Division of Community Development, which reports on all Community Development projects, their status and expenditures.

3. Estimated Cost and Allocation

The amount of Federal funds involved shall be the amount applied for by the Board of Chosen Freeholders pursuant to the recommendation of the Community Development Committees, subject to any modifications made by HUD. Any Federal funds received by letter of credit or otherwise shall be placed in a County Trust Fund established and maintained pursuant to regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. These funds shall be in a separate bank account subject to the control of the County government, which shall be the designated recipient for the funds provided by the Federal Act. Upon

Three Year Cooperative Agreement

authorization by the County, and in compliance with State law and promulgated regulations funds may be expended from this Trust Fund by the County or by payment to the particular municipality pursuant to a specific contract. Neither the Community Development Committees, the County government, nor any participating local government may expend or commit funds except as may be authorized pursuant to this Agreement and in full compliance with State and Federal laws and regulations. No participant under this contract may in any way be obligated to expend funds of its own except as may be mutually agreed in a lawful manner.

4. Duration of Contract

This Agreement remains in effect until the CDBG Entitlement Program, the HOME Investment Partnership Program funds, Emergency Solutions Grant and program income received with respect to the Urban County qualification period (**2021, 2022, and 2023**) are expended and the funded activities completed. The County and participating municipalities may not terminate or withdraw from the Agreement while the agreement remains in effect.

- a) However, this contract may be terminated if the County fails to qualify as an Urban County, or if the County does not receive a grant in any year of the three year period. The contract may also be terminated by the U.S. Department of Housing and Urban Development. Be it further understood, that at the end of the current qualification period, this agreement will automatically be renewed for participation on successive three year periods, unless the County or participating municipality provides written notice it elects not to participate in a new qualification period. In this case, a copy of the notice must be sent to the HUD Field Office, by the date specified in the Urban County qualification notice. The County will notify each participating municipality in writing of its right to make such election by the date specified in HUD's urban county qualification notice for the next qualification period. Additionally, the County will notify all participating municipalities of any amendments as cited in the HUD Urban County Qualifications Notice for that period, or subsequent periods that must be included in the existing cooperation agreement. Any amendments will be submitted to HUD as provided in the qualification notice. Failure by the County or Municipalities to adopt an

Three Year Cooperative Agreement

amendment and/or resubmit such amendments to HUD will void the automatic renewal of said cooperative agreement for the new qualification period.

5. Designation of General Agent

The Director of the Division of Community Development is hereby designated as the administrative agent of the County of Bergen for purposes of compliance with statutory and regulatory responsibilities. He/she shall be accountable to the County Executive. The County Executive, with the concurrence of the Board of Chosen Freeholders, shall designate a Director of the Division of Community Development. The director and his/her staff shall within the resources available, provide technical and administrative support to the CD Committees, and shall provide liaison between the committees and the Board of Chosen Freeholders.

B. Qualifications as Urban County

In addition to such assurances and agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as an "Urban County", the municipality and the County agree to cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. This Agreement shall be effective only when sufficient municipalities have signed the contract so that 200,000 population is represented, and when all other Federal eligibility criteria for designation as an "Urban County" under the Act have been satisfied. In the event that sufficient municipalities to meet these criteria should not sign this Agreement within the time period set forth by the United States department of Housing and Urban Development, the County Executive shall so notify all signators and the Agreement shall thereupon be null and void. In order to comply with Federal requirements, the County government, through the Board of Chosen Freeholders, shall be the applicant for Community Development funds. The County has the final responsibility for selecting Community Development Block Grant, HOME Investment Program, Emergency Solutions Grant activities and annually filing Consolidated Plan with HUD, in accordance with the procedures established under Section A.1.c(3) of this Agreement.

C. Agreement as to Specific Activities (Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.)

Three Year Cooperative Agreement

1. Activities

- a. The municipality and the County shall take all actions necessary to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the National Environmental Policy Act of 1969, the Uniform Relocation Act, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering fair housing, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws. Pursuant to 24 CFR 570.501(b), a municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. The Grantee or a unit of general local government that directly or indirectly receives Community Development Block Grant (CDBG) funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.
- b. The Municipality agrees to comply with all Federal, State, County, and Municipal laws, rules, and regulations generally applicable to the activities engaged in during the performance of the agreement.
- c. Urban county funding will be prohibited for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with its fair housing certification.
- d. The municipality has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and Local Laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within

Three Year Cooperative Agreement

- jurisdictions.
- e. Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement set forth in 24 CFR 570.503.
 - f. The municipality agrees to inform the County of any income generated by the expenditure of CDBG funds received by them; that any program income must be paid to the County; that any program income the municipality is authorized by the County to retain may only be used for eligible activities in accordance with all CDBG requirements as they may apply; and that any program income generated from the disposition or transfer of property prior to or subsequent to the close-out change of status or termination of this Agreement be returned to the County. The County has the responsibility for monitoring and reporting to HUD on the use of any program income, thereby requiring appropriate record keeping and reporting by the municipality. In the event of any close-out or change in status of a municipality, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.
 - g. The municipality agrees to notify the County of any change in the use of real property acquired with CDBG funds from that planned at the time of acquisition or improvement including disposition and that the municipality will reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure on non - CDBG funds) of property acquired or improved with CDBG funds, that is sold or transferred for a use which does not qualify under the CDBG regulations.
 - h. No unit of local government may sell, trade or otherwise transfer all or a portion of such funds to a metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal consideration but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

2. County Responsibility

The municipality agrees that the County, as the applicant, takes full responsibility and

Three Year Cooperative Agreement

assumes all obligations of an applicant under the Housing and Community Development Act of 1974, the HOME Investment Partnership Act of 1990 and the Emergency Solutions Grant of 2012. This responsibility will also extend to parts of the planning and management process, for the execution of community development plan, including the analysis of needs, the setting of objectives, the development of the Consolidated Plan, and all assurances or certifications of compliance with federal and state requirements necessary under federal and state laws. The responsibility of the County shall apply to all community development projects whether or not the County or the locality carries out directly an activity or activities included in the application. The municipality agrees that the County has the authority to carry out activities which will be funded from annual Community Development Block Grants (CDBG), HOME Program and Emergency Solutions Grant, from **Federal Fiscal Years 2021, 2022, and 2023** appropriations and from any program income generated from the expenditure of such funds.

3. Costs

a. Cost of Activities The costs of the community development activities and the total cost of all activities shall be as approved pursuant to Section A.1.c.(3) and d, and in the application submitted to HUD, subject to approval and funding by HUD, and to any modification in the total grant award or cost of activities required by HUD.

b. Municipal Designation to Carry Out Activities

The activities to be completed under the Community Development Program will be carried out by the County with participation of the Committees as set forth in Section A.1.c(3) and d. except those being carried out directly by participating municipalities.

c. Payment Payments for the conduct of activities to be carried out by individual municipalities will be made to the municipality on the basis of vouchers and resolutions submitted by the approving authority of the municipality. The final 10% of the activity cost will be made upon certification by the municipality and verification by the County that the activity has been completed in a satisfactory manner according to paragraph C.4. below of this agreement, and applicable Federal and State requirements.

4. Standards of Performance

Activities to be carried out under the Housing and Community Development Act, the

Three Year Cooperative Agreement

HOME Investment Partnership Act of 1990, the Emergency Solutions Grant of 2012 this Agreement shall be performed in accordance with Federal, State and local laws and regulations. In carrying out the activities, the County will be responsible for contact with other local, State and Federal agencies to prevent duplication of effort, and to foster coordination of related activities. Activities to be carried out by individual municipalities shall adhere to County design and construction standards, and shall be based on work proposals and budget outlines submitted to the County for review. The Director of the Division of Community Development or other County staff members, as may be necessary, shall grant approval prior to the commencement of any work involved in carrying out the activity. The County will establish a staff responsible for managing the program, and this staff will prepare timely progress reports of activities to be distributed to the Mayors and governing bodies of participating municipalities and the general public.

5. Time Period

In accordance with HUD regulations, activities included in the application shall be completed or substantially underway during the program year, which shall be one year from the date of notification of the grant awarded by HUD. Work on the activities to be carried out directly by municipalities shall commence only upon release of funds by HUD and conformance to local finance board regulations and only upon notification by the County that the municipality is authorized to initiate the project. Work on these activities should begin as soon as possible following issuance of this notice to the municipalities, and should be completed in a timely manner. If a project is not started or implemented in a timely manner as set forth above, after due notice and warnings are given to the municipality in question, the regional CD Committee and the Board of Chosen Freeholders reserve the right to reallocate these funds.

6. Availability of Records for Audit

Required records of progress of activities carried out by the County and by individual municipalities will be maintained according to the HOME Investment Partnership Act of 1990 and accompanying regulation; FMC 74-7 the New Jersey Division of Local Finance, and other applicable requirements. All records shall be kept in a manner prescribed by these regulations and shall be available for audit by the proper authorities. Records of

Three Year Cooperative Agreement

activities carried out by the County shall be maintained by the Director of the Division of Community Development of the County or his/her designated subordinate, and records of activities carried out by individual municipalities shall be maintained by the municipal clerk of the municipality carrying out the activity.

D. Signators

This Agreement shall be executed in similarly worded counterparts, each of which shall be signed by the County Executive and the chief executive of an individual municipality, (the chief executive of a municipality is the mayor except in council manager governments, in which case, the chief executive is the manager) after authorization by the Board of Chosen Freeholders and the governing body of the municipality, to execute this Agreement. Each such signator agrees to cooperate with all other signators and be bound as if all had signed the same Agreement.

E. Modification and Amendment

1. Modification of Costs and/or Activities

In the event that any modifications of the cost of an activity or any activity itself shall become necessary, or is requested by the County or a municipality participating in or carrying out an activity, the County may increase or decrease the cost of an activity or modify the activity, subject to all necessary HUD and municipal approvals, and only after appropriate committee approvals, provided that the total funding does not exceed the total grant award. Municipal requests for cost or activity modifications must be by a resolution of the governing body and shall also require passage of a resolution by the Board of Chosen Freeholders. County requests for cost or activity modifications of a municipal project shall be made in writing by the County Executive subject to approvals by resolutions of the governing bodies of the municipality or municipalities involved.

2. Addition or Deletion of Projects

Projects may be added or deleted by the County with such HUD approvals as are required and the approval of the municipality or municipalities involved. Said approvals shall be by resolution of the municipality or municipalities and the County and shall be subject to paragraphs C.4. and C.4., above. Projects will not be added or deleted without appropriate review by the respective Committee(s).

Three Year Cooperative Agreement

F. Severability

In the event that any portion of this agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue in effect.

G. Supersession

This Agreement shall supplement any previous agreements on this subject and shall replace and supersede any previously agreed upon provisions only to the extent of conflict of purpose.

H. Opinion of County Counsel

Pursuant to the requirements of the HUD regulations, this Three Year Cooperative Agreement **(July 1, 2021 – June 30, 2024)** was reviewed by the County’s Counsel for compliance therewith and it is the opinion of County Counsel that the terms and provisions of the Agreement are fully authorized under state and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community renewal and lower-income housing assistance activities.

County Executive

Mayor

(Seal)

Clerk (Seal)

BOROUGH OF RIVER EDGE
RESOLUTION #20-166

Resolution Approving the Certification List of Volunteer Members of the River Edge Volunteer Ambulance Service, Inc. Qualifying for Credit Under the Length of Service Awards Program (LOSAP) for 2019

WHEREAS, the Borough of River Edge adopted Ordinance #1289 on May 7, 2000 which created the Length of Service Awards Program (LOSAP); and

WHEREAS, N.J.S.A. 40A:14-191 requires that the River Edge Volunteer Ambulance Service, Inc. furnish the Mayor and Council with an annual certification list of all members who have qualified for credit under the award program for the previous year.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of River Edge that the Mayor and Council hereby approves the list of the members of the River Edge Volunteer Ambulance Service, Inc. certified by the Captain for the year 2019, a copy of which is on file with the Borough Clerk.

BE IT FURTHER RESOLVED that a copy of this resolution be posted by the Captain of the Ambulance Service.

June 22, 2020

	Motion	Second	Yes	No	Abstain	Absent
Busteed						
Chinigo						
Gautier						
Kaufman						
Kinsella						
Koen						
Mayor Papaleo						

I hereby certify that this resolution, consisting of page(s), was adopted at a meeting of the Mayor and Council of the Borough of River Edge, held on this th day of , 2020.

Stephanie Evans, Borough Clerk



To:

The Borough of River Edge

The following members of The River Edge Volunteer Ambulance Service have qualified for LOSAP for the year 2019.

Bobby Alexiou
Zulma Cartelli
Audrius Juskefis
Bethann Kiely
Melissa Kinoisian
Carol Miller
Cathy O'Donnell
Eileen O'Donnell
Al Ruhlmann
Donna Sanders
JoEllen Schlossberg
Joey Schlossberg
Mike Schlossberg
Rob Schlossberg
Ron Silvestri
Lisbelt Torres
Luis Torres
Joe Zemaiteis

Thank you

Ron Silvestri
Captain (2019)
River Edge Volunteer Ambulance Service

BOROUGH OF RIVER EDGE
RESOLUTION #20-167

**Authorize Mayor to Sign the Grant for the State and Local Cooperative Housing
Inspection Program**

BE IT RESOLVED, that the Mayor is hereby authorized to sign the Grant for the State and Local Cooperative Housing Inspection Program for \$7,500.00.

June 22, 2020

	Motion	Second	Yes	No	Abstain	Absent
Busteed						
Chinigo						
Gautier						
Kaufman						
Kinsella						
Koen						
Mayor Papaleo						

I hereby certify that this resolution, consisting of 1 page(s), was adopted at a meeting of the Borough Council of the Borough of River Edge, held on this 22nd day of June, 2020.

Stephanie Evans, Borough Clerk

CONDITIONS OF AUTHORIZATION

Definitions - Unless otherwise indicated, the within terms shall have the following meanings:

Act - Act shall mean the Hotel and Multiple Dwelling Law (P.L. 1967, C. 76 as amended, N.J.A.C. 55:13A-1 et seq.).

Building - Building shall mean a multiple dwelling as defined by the N.J.S.A. 55:13A-3(k) or a hotel as defined by N.J.S.A. 55:13A-3(j) subject to the jurisdiction of the Bureau of Housing Inspection.

Bureau - Bureau of Housing Inspection.

Certificate of Inspection - shall mean the certificate issued by the Bureau, pursuant to N.J.S.A. 55:13A-13, to the owners of the buildings that are found to be in compliance with the Regulations.

Certificate of Registration - shall mean the certificate issued by the Bureau, pursuant to N.J.S.A. 55:13A-12, to the owners of buildings that have been properly registered.

Commissioner - Commissioner shall mean the Commissioner of Community Affairs.

Department - Department shall mean the Department of Community Affairs

Local Enforcing Agency (LEA) – A permanent municipal, county or interlocal agency maintained for the purpose of conducting inspections and enforcing building maintenance laws, ordinances, codes and rules, that is supervised by, and has all hotel and multiple dwelling inspections performed by, persons licensed under N.J.A.C. 5:10-1 et seq.

Municipality - Municipality shall mean the municipality or county authorized by a letter transmitted together herewith to perform inspections on behalf of the Bureau.

Owner - Owner shall mean the person who owns, purports to own, or exercises control of any hotel or multiple dwelling.

Registration - Registration shall mean registration of a hotel or multiple dwelling in accordance with N.J.S.A. 55:13A-12.

Regulations - Regulations shall mean the current Regulations for the Maintenance of Hotels or Multiple Dwellings (N.J.A.C. 5:10-1.1 et seq.) promulgated pursuant to N.J.S.A. 55:13A-7.

RIMS – Registration-Inspection-Management-System

The electronic application used to manage registrations and inspections conducted by the Bureau of Housing Inspection and it's local inspection SLCHIP staff.

Shall – As used in this Conditions of Authorization, is always to be construed as mandatory.

1. The Municipality shall comply with all provisions of the Act and Regulations whether explicitly referred to herein or not, and with all directives of the Bureau issued pursuant thereto.
2. The Department shall create a reservation for the purchase of inspection services from the Municipality during the period from July 1 to the following June 30 and shall give notice to the Municipality of the amount of such reservation for this period. The Municipality may make requisitions against this Reservation in amounts not to exceed credits earned under Paragraph 7 Section A, B, and C at the time of requisition. Said reservation may be decreased by the Department, if in its sole discretion, it determines that the Municipality cannot reasonably be expected to do enough work satisfactory to the Department to earn the full amount of the Reservation before the end of the State's fiscal year.
3. The Municipality shall perform the following services:
 - A. The Municipality shall identify all unregistered or improperly registered buildings within the Municipality. A separate information form prescribed by the Bureau shall be completed and promptly forwarded to the Bureau for each such building.
 - B. The Municipality shall be obligated to keep the local registry accurate by promptly reporting to the Department all transfers of ownership, demolitions, alterations, and construction of buildings within the Municipality and by reporting all errors that may appear.
 - C. The municipality or county shall inspect, in each State fiscal year, all of the multiple dwellings and hotels and units of dwelling space therein which the Bureau determines to be subject to cyclical inspection in that fiscal year.
 - D. **The inspections, that are required to be performed pursuant to Paragraph C above, shall be completed and submitted, to the Bureau within 90 days of their date assigned.**
 - E. All buildings are to be inspected in accordance with the most recently promulgated Regulations.
 - F. The Municipality shall have internet access so that the municipal inspection staff has the ability to sign into the New Jersey Network Portal to access the Bureau's Registration-Inspection-Management-System (RIMS) for the purpose of conducting inspections. Each approved inspector shall have and maintain an email address to electronically receive a Personal Identification Number (PIN) to sign inspection reports, and assignments.
 - G. The Municipality shall, in addition to whatever local procedures it chooses to adopt, make an inspection report concerning each inspected building by way of the RIMS. The local program official(s) designated by the Municipality and approved by the Department shall sign all inspection and reinspection reports submitted to the Bureau electronically by obtaining a Personal Identification Number (PIN) through RIMS. Such reports shall include the name of the inspector who performed the inspection and shall be submitted to the Bureau immediately upon completion. In the event that an inspection of a building discloses a violation of the Regulations constituting an imminent hazard to the health, safety and welfare of its occupants, the Municipality shall without delay transmit its inspection report and findings to the Bureau for appropriate action. All reports submitted to the Bureau, which disclose violations shall be clearly segregated from reports, which disclose no violation.

- H. When specifically requested by the Bureau, the Municipality shall conduct, within one week of the request, a re-inspection of those buildings where violations were discovered at the time of the original inspection. The Municipality shall make a reinspection report concerning each building through the RIMS and forward such reports to the Bureau upon completion thereof. No reinspection reports will be accepted for credit unless all original reported violations have been reinspected. The Bureau shall be responsible for any other functions of the enforcement procedure, which can be undertaken on a local level. **Only the Bureau shall grant extensions of time to complete abatement.**
- I. The Municipality shall provide the Department with such information as may be necessary to determine the eligibility of the Municipality for funds that may be requisitioned by it under the Paragraph 7 hereof; including without limitation, copies of past, current and projected operation budgets and tables of organization for the Municipal Departments undertaking inspection and related duties. The Municipality shall also supply the Bureau with a list of appropriate totals of those buildings within its boundaries, which are not registered or inspected by the end of each State fiscal year.
- J. The Municipality shall be solely responsible for compliance with Local, State, and Federal Law pertaining to the dislocation and relocation of individuals, families and businesses. Nothing herein shall limit the Municipality from applying to the Department for relocation assistance, as it may deem necessary.
- K. The Municipality shall perform, within its boundaries, inspections of those buildings that are the subject of complaints received by the Bureau. Such inspections shall be completed and performed within one week of being assigned. However, in the event that the building, which is subject of the complaint; has been issued a valid Certificate of Inspection, by the Bureau, the first inspection and reinspection shall be limited to the subject matter of the complaint.
- L. All persons employed by a municipality or county to perform inspections under the Multiple Dwelling Act, shall be licensed pursuant to N.J.A.C. 5:10-1B. Inspectors acceptable and **certified** by the Bureau shall perform all inspections pursuant hereto. The Municipality shall provide to the Bureau two passport photos and both resumes and Conflict of Interest Questionnaires, of all inspectors whom the Municipality intends to assign to perform inspections pursuant hereto. No inspector disapproved by the Bureau shall perform any inspections pursuant hereto. Upon request of the Bureau, the Municipality shall provide to the Bureau such further information concerning any inspector whom the Municipality assigns or intends to assign to perform inspections pursuant hereto as the Bureau may require. In the event that the Bureau deems the quality of an inspector's work to be unsatisfactory and so advises the Municipality, then the Municipality shall immediately cease to assign inspections required to be performed pursuant hereto to the said inspector. Upon termination of an inspector, the photo ID supplied by the Bureau shall be returned to the Bureau immediately. All inspectors assigned by the Municipality to perform inspections pursuant hereto shall attend, and shall be required by the Municipality to attend, training sessions scheduled by the Bureau when such attendance is required by the Bureau and any such inspector is not specifically excused by the Bureau.

Inspections made in conjunction with newly constructed or converted buildings as described in N.J.S.A. 52:27D-119 et seq. are not authorized.

- M. In the event that the municipality chooses to establish itself as a Local Enforcement Agency (LEA) pursuant to N.J.A.C. 5:10-1A, the municipality will be removed from the State-Local-Cooperative-Housing-Inspection-Program (SLCHIP) upon passage of the municipal ordinance that establishes them as an LEA. All previously completed and outstanding inspections, reinspections, etc. become the responsibility of the Bureau of Housing Inspection until their completion. All outstanding assignments shall be returned to the Bureau for completion once the LEA is established.
4. The Department or Bureau shall do the following:
- A. The Bureau shall supply the Municipality with a listing of all buildings within the Municipality's boundaries registered or on file with the Bureau, and such other information regarding inspection and enforcement activities of the Municipality and the Bureau as may reasonably be required.
- B. The Department shall furnish to the Municipality all forms or documents, which are or may become necessary to carry out the duties assumed hereunder.
5. The Bureau, upon receipt of each inspection report disclosing a violation or violations, may initiate whatever enforcement or compliance proceedings, as it deems fit and appropriate.
6. The Department shall credit the Municipality in accordance with the following formulas:
- A. Upon formal registration of each building not now registered, the Municipality shall be credited with an amount of \$10.
- B. The Municipality shall be credited for inspections performed as follows: \$23 per unit for up to and including 7 units, \$15 per unit for the next 16 units, \$12 per unit for the next 24 units, and \$9 per unit for all units in excess of 47 units. Credits for projects will be calculated in the same manner using the total number of units in the project as a base. Credit for reinspection will be \$8 per unit reinspected with a minimum of \$10 per building. In the event of Administrative hearings and/or court appearances, the Department shall credit the Municipality with a maximum of \$25 per full day for each municipal witness required to appear. Without prior permission, Municipal attendance at Departmental hearings shall be limited to one person per day.
- C. The Municipality shall be credited with \$10 for each transfer of ownership, or creation of a building when the Municipality is responsible for such information reaching the Department in the first instance.
- D. The Municipality shall be credited with an amount of \$10 per unit for each first inspection and each reinspection when the inspection is performed as a result of a complaint received by the Bureau, and when the building that is the subject of the complaint has been issued a valid Certificate of Inspection by the Bureau. In the event that the building complained of has not been issued a Certificate of Inspection, the Municipality will be credited in accordance with Paragraph 6, Section B for the first inspection and reinspection.
- E. **No credit shall be allowed for any work that is not satisfactory to the Bureau.**

7. The Municipality may from time to time make requisitions against the Reservation, as may be approved by the Commissioner, up to but not in excess of the amount of credits outstanding in said account as of the date of the requisition; said requisition shall be nevertheless expressly limited to reimbursement to the Municipality for existing or additional expenses incurred in carrying out the duties assumed by it hereunder or to improve its housing inspection program and to supplement the locally approved budget dedicated to local housing inspection programs; provided, however, in the event the Municipality shows to the satisfaction of the Commissioner that such funds are not needed for the above, requisitions may request payment to the general surplus or other account designated by the Municipality.
8. The Municipality shall submit such data as the Department shall from time to time require and shall from time to time make its books available for the Department's inspection at such times as the Department shall require.
9. The Municipality shall conscientiously enforce all local ordinances related to housing and shall proceed under such ordinances with respect to cases referred by the Bureau for enforcement under such ordinances. No payment shall be made by the Bureau for enforcement under local ordinances.

While the Bureau recognizes that the Municipality may enact a local ordinance requiring inspection and reinspection of the hotels and motels within its jurisdiction provided it is more restrictive than the Hotel and Multiple Dwelling Law, such inspections and reinspections may not be conducted at the same time as those required under this agreement.

The municipality is prohibited from performing fire inspections in non-life hazard buildings, which fall under the jurisdiction of the Hotel and Multiple Dwelling Law the year the building has its five-year cyclical inspection done. Any fire violations that may exist are to be cited on the report conducted on the behalf of the Bureau of Housing Inspection.

In the event the municipality is authorized by the Division of Fire Safety to be the Local Enforcing Agency pursuant to N.J.A.C. 5:70-1.5 for the purpose of conducting fire inspections of life hazard and non-life hazard buildings and if that fire inspection and state housing inspection is not conducted at the same time by the same inspector, the above paragraph does not apply

10. It is further agreed by and between the Department and the Municipality that the Municipality shall be solely responsible for and shall keep, save and hold the Department of Community Affairs, Division of Codes and Standards, the Bureau of Housing Inspection and their officers, directors, employees, agents, and servants harmless from all claims, loss, liability, expense, damage, and judgments, including all legal expenses incurred resulting from any and all acts of the Municipality or any of its officers, directors, employees, agents, or any person or persons in connection with the performance of this agreement, or from any and all injury and damage to any property caused by any and all acts of the Municipality or any of its officers, directors, employees, agents, and servants or any other person or persons in connection with the performance of this agreement. The Municipality's liability under this agreement shall continue after the termination of this agreement with respect to any liability, claims, loss, expense, damage, or judgment resulting from acts occurring prior to termination.

The Municipality further shall be solely responsible to defend any and all suits that may be brought against the Department, the Division, or the Bureau or any of its officers, directors, employees, agents or servants on account of any and all acts of the Municipality, and will make good to, and reimburse the Department for any expenditures that the Department may make by reason of such acts

11. The Department expressly reserves the right, as its option, to carry out inspection and enforcement activities within the boundaries of the Municipality, as it deems necessary to fulfill the duties imposed upon it by the Act or to assure faithful conformance of the Municipality with the duties and responsibilities assumed hereunder.
12. The Municipality shall not utilize any funds received pursuant hereto to employ or otherwise compensate any employee of the Department of Community Affairs who has directly participated in the negotiation or approval of this Authorization.
13. This Authorization may be terminated at any time by the Department for any of the following reasons: 1) failure for any reason of the Municipality to fulfill in a timely manner any of the conditions herein set forth; 2) submission of reports by the Municipality to the Department that are incorrect and incomplete in any material respect; 3) improper use of funds provided pursuant hereto; 4) any conduct on the part of a municipal employee which would constitute a violation of the New Jersey Conflict of Interest Law, N.J.S.A. 52:13D-12 et seq., if that conduct were engaged in by a State employee. In the event of termination, the Municipality shall deliver to the Department all inspection reports and registration information in its possession.
14. This Authorization shall be effective as of the date stated in the letter of authorization and shall continue in effect until revoked by the Department.
15. The Authorization hereby conferred shall be deemed to be extended to the territory of one or more other local units of government upon submission by the Municipality and by such other local unit(s) of government of proof of compliance with the requirements of the Interlocal Services Act (N.J.S.A. 40-8A et seq.).

BOROUGH OF RIVER EDGE
RESOLUTION #20-168

Enter Into Agreement with Valley Health Medical Group, 15 Essex Road, 5th Floor, Paramus, New Jersey, 07652 for Drug and Alcohol Testing & Administrative Services

WHEREAS, there exists a need for expert services related to Drugs and Alcohol Testing & Administrative Service; and

WHEREAS, the Chief Financial Officer has certified that funds are available from Account #01-01-20-100-182 of the Current Fund not to exceed \$1,250.00 from July 1, 2020 to December 31, 2020 and from Account #01-01-20-100-182 of the Current Fund in the amount of \$1,250.00 from January 1, 2021 to June 30, 2021 not to exceed a total of \$2,500.00 contingent upon the Governing Body passing and including an appropriation in the current fund budget and subject to all of the requirements of N.J.A.C. 5:34-5.3 with respect to multi-year contracts; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40a:11-1 et seq.) requires that the resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, the rate of pay shall not exceed as follows:

- \$ 68.00 per DOT Drug Test
- \$ 65.00 per Non-DOT Drug Test
- \$ 50.00 per Observed Drug Test
- \$ 55.00 per DOT Alcohol Test
- \$100.00 per DOT Physical
- \$ 40.00 per DOT Follow-up Physical
- \$160.00 per Split Sample Test
- \$180.00 per Post Accident On-Site Service
- \$600.00 Annual Administrative Fee

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

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Valley Health Medical Group, 15 Essex Road, 5th Floor, Paramus, New Jersey in the amount not to exceed \$2,500.00; and
2. The contract is awarded without competitive bidding as “Professional Service” in accordance with 40A:11-5(1)(a) of the Local Public Contracts Law because the service performed is by a person authorized to practice a recognized profession.
3. That a copy of this resolution be forwarded to THE RIDGEWOOD NEWS for publication.

June 22, 2020

	Motion	Second	Yes	No	Abstain	Absent
Busteed						
Chinigo						
Gautier						
Kaufman						
Kinsella						
Koen						
Mayor Papaleo						

I hereby certify that this resolution, consisting of 1 page(s), was adopted at a meeting of the Borough Council of the Borough of River Edge, held on this 22nd day of June, 2020.

Stephanie Evans, Borough Clerk

June 3, 2020

Mr. Ray Poerio
River Edge, Borough of
705 Kinderkamack Rd.
River Edge, NJ 07661

Dear Employer,

Attached you will find our Drug and Alcohol Testing Agreement for your municipality, which is effective July 1, 2020 – June 30, 2021.

Please complete the contact information on page 8 and sign and date on page 9. Mail the entire agreement to us at VMG WorkPlace Connection, 1400 MacArthur Blvd, NJ 07430, Attn: Sara McDonald no later than **June 30, 2020**.

Thank you again for the opportunity to work with you.

If you have any questions, please feel free to call me at 201-291-6047.

Sincerely,



Paul Gresko
Director,
Occupational Health Services

PG/sm
encl.

AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This AGREEMENT is made between Valley Medical Group (VMG) ("PROVIDER"), a professional Company having its principal place of business at 1400 MacArthur Blvd, Mahwah, New Jersey 07430 and River Edge, Borough of ("MUNICIPALITY"), a MUNICIPALITY having its address at 705 Kinderkamack Rd., River Edge, NJ 07661 on this date of July 1, 2020, which shall hereinafter be referred to as the execution date of this Agreement.

WHEREAS:

PROVIDER provides alcohol and drug testing services to companies to support workplace alcohol and drug testing programs and policies;

The MUNICIPALITY has a policy for alcohol and drug abuse testing of applicants and/or employees and requires alcohol and drug testing services from PROVIDER.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this Agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises, covenants, and Agreements contained herein, the parties agree as follows:

SCOPE OF SERVICES

Alcohol tests are tests performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.

Drug tests are tests performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results.

DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, are tests performed in accordance with the regulatory requirements of the DOT/FTA for such testing, including all applicable procedural, personnel, and equipment requirements.

The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations.

PROVIDER RESPONSIBILITIES

PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the MUNICIPALITY. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.

PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by PROVIDER to the MUNICIPALITY.

FIVE YEARS

- Alcohol tests ≥ 0.02 , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable
- Medical explanations of inability to provide specimens
- Calibration documentation for EBTs
- Substance abuse professional evaluations & related information

TWO YEARS

- Supervisory training BAT and drug screen collector training/certification
- Logbooks for drug and alcohol testing, if used
- Random selection records
- Agreements: testing - collection, laboratory, MRO, consortium

ONE YEAR

- Negative/canceled drug test results: alcohol test results < 0.02

Other (specify)

PROVIDER will not release individual test results to any person, without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit

PROVIDER from releasing, to MUNICIPALITY, it's agents or to officials of the DOT/FTA or DOT/FTA operating agency, or any State or local officials with regulatory authority over the testing program, individual test results, or from releasing individual test results or related information to comply with requests resulting from a legal action, including but not limited to, unemployment hearings, workers' compensation hearings, or other legal hearings, initiated by the tested individual.

PROVIDER will make available to MUNICIPALITY, at location(s) of MUNICIPALITY's choosing, and at reasonable expense to MUNICIPALITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for MUNICIPALITY, except records containing confidential medical information, within two business days of notification by MUNICIPALITY of such request.

Reporting of results to MUNICIPALITY by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

MUNICIPALITY RESPONSIBILITIES

MUNICIPALITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of MUNICIPALITY.

MUNICIPALITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.

MUNICIPALITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.

MUNICIPALITY will notify PROVIDER of any responsibilities with regard to the MUNICIPALITY's Employee Assistance Program as it relates to alcohol and drug testing.

MUNICIPALITY represents that the means of obtaining results from the PROVIDER (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to MUNICIPALITY officials with a business need for the information only.

MUNICIPALITY authorizes PROVIDER to request specific information or to order additional tests as necessary or appropriate related to tests performed for MUNICIPALITY; MUNICIPALITY agrees to pay for additional costs and charges related to such information requests or additional testing performed.

MUNICIPALITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by MUNICIPALITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

MUNICIPALITY acknowledges that alcohol testing results ≥ 0.04 or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

ASSIGNED RESPONSIBILITIES

MUNICIPALITY and PROVIDER agree that responsibility for the following procedures and services are as designated below. The designee for each procedure or service agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

Selection/provision of alcohol testing services	MUNICIPALITY	PROVIDER	X	NOT APPLICABLE
Selection/provision of drug testing collections	MUNICIPALITY	PROVIDER	X	NOT APPLICABLE
Selection/provision of drug testing laboratory services	MUNICIPALITY	PROVIDER	X	NOT APPLICABLE
Random selection for drug and/or alcohol testing	MUNICIPALITY	PROVIDER	X	NOT APPLICABLE
Mandatory reporting to FMCSA Clearinghouse	MUNICIPALITY	PROVIDER	X	NOT APPLICABLE
Other (specify):	MUNICIPALITY	PROVIDER		NOT APPLICABLE
Other (specify):	MUNICIPALITY	PROVIDER		NOT APPLICABLE
Additional:				

FEES AND PAYMENT

Fees

Fees for services provided by PROVIDER to MUNICIPALITY will be in accordance with the *FEE SCHEDULE* hereby incorporated by attachment into this Agreement.

FEE CHANGES

The price for services rendered under this Agreement will not change unless PROVIDER notifies MUNICIPALITY in writing sixty (60) days in advance of a price change. If MUNICIPALITY does not agree to the new price, PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then current price for the duration of the Agreement, or may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.

SIGNIFICANT CHANGES IN SERVICES PROVIDED

If during the term of this Agreement there is a significant change in the requirements of the PROVIDER, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, both parties agree to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement.

PAYMENT

PROVIDER will invoice MUNICIPALITY for all services provided on a monthly basis. Payment terms are net thirty (30) days after the date of any invoice. In the case of failure of MUNICIPALITY to make timely payments, PROVIDER may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

GENERAL TERMS AND CONDITIONS

TERM

The term of this Agreement shall be for a period of one (1) years commencing on July 1, 2020, and terminating on June 30, 2021, with the understanding that this Agreement will renew itself for an additional term of one (1) year, unless terminated sooner by either party herein. The responsibilities and obligations and liabilities shall survive the term of this Agreement.

INDEPENDENT CONTRACTORS

Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.

RESPONSIBILITY FOR MUNICIPALITY POLICY AND PROGRAM

The parties understand and agree that PROVIDER does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that MUNICIPALITY has sole responsibility for all such decisions. PROVIDER shall not be responsible for any damages resulting from acts or omissions of the MUNICIPALITY under the MUNICIPALITY's substance abuse policy.

SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement. Either party has the right to terminate this contract, for any reason whatsoever, upon 30-business day's notice by the terminating party.

FORCE MAJEURE

In no event shall PROVIDER have any responsibility or liability to MUNICIPALITY for any failure or delay in performance by PROVIDER which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances beyond the reasonable control of PROVIDER. Such causes and circumstances shall include but are not limited to acts of God, acts of MUNICIPALITY, acts, rules or regulations or orders of any governmental authority or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond PROVIDER's reasonable control.

WAIVER

The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.

INDEMNIFICATION

MUNICIPALITY shall indemnify, defend and hold harmless PROVIDER, PROVIDER's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the MUNICIPALITY, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of MUNICIPALITY or MUNICIPALITY's employees, agents, or related personnel. MUNICIPALITY agrees to indemnify and hold harmless PROVIDER, its parents, subsidiaries, and affiliates from any loss, damage, or claim brought by third parties (including MUNICIPALITY's tested individuals) resulting from any willful or negligent act or omission on the part of MUNICIPALITY or MUNICIPALITY's representatives.

PROVIDER shall indemnify, defend and hold harmless MUNICIPALITY, MUNICIPALITY's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of PROVIDER, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of PROVIDER or PROVIDER's employees, agents, or related personnel.

PROVIDER agrees to indemnify MUNICIPALITY from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by PROVIDER or PROVIDER's employees, agents, or related personnel.

GOVERNING LAW

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of New Jersey including all matters of construction, validity and performance but without giving effect to New Jersey choice-of-law or conflict-of-law principles.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement between PROVIDER and MUNICIPALITY. This Agreement supersedes all prior Agreements, understandings, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and MUNICIPALITY.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- A. MUNICIPALITY agrees to comply with all federal laws and regulations applicable to the Health Insurance Portability and Accountability Act (HIPAA).
- B. In compliance with HIPAA, MUNICIPALITY shall execute a Business Associate Agreement, if applicable, in a form prescribed by the PROVIDER.

JEOPARDY

- A. If as a result of a change in law or regulation or a judicial or administrative decision or interpretation, the performance by either Party hereto of any provision of this Agreement should jeopardize the licensure of the PROVIDER, the PROVIDER's participation in Medicare, Medicaid, Blue Cross or other reimbursement or payment programs or constitute a violation of any statute, regulation or ordinance or be deemed unethical by any recognized agency or association in the medical field, the PROVIDER may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement is not reached within thirty (30) days of such request, terminate this Agreement immediately.
- B. The MUNICIPALITY certifies that it and its employees will comply with all federal and state laws including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA), Medicare and Medicaid. The MUNICIPALITY agrees to immediately report to the PROVIDER if: (1) the MUNICIPALITY, and/or its employees, violates any federal or state healthcare law, regulation or policy; (2) the MUNICIPALITY, and/or its employees, becomes aware of any inquiry or investigation by the government of the MUNICIPALITY, or its employees; or (3) the MUNICIPALITY, and/or its employees, is excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

NON-DISCRIMINATION

Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq. and of the New Jersey Law Against Discrimination.

NOTICE

Whenever, under the terms of this Agreement, notice is required or permitted to be given by either Institution to the other Institution, such notice shall be deemed to have been sufficiently given if written, deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the Institution to whom it is to be given at the address hereinafter set forth. Either Institution may change its respective address by written notice in accordance with this Paragraph.

If to the VMG:

Paul Gresko
Director of OHS

With a copy to:

Robin Goldfisher,
VP, Legal Affairs

If to MUNICIPALITY :

With a copy to:

AMENDMENTS

This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Institutions.

BINDING EFFECT: ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect.

HEADINGS

The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.

FURTHER ASSURANCES

Each Party covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.

SURVIVAL

Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement, including, but not limited to, indemnities, confidentiality, records retention and access, and restrictive covenants, if applicable, shall survive any termination or expiration of the Agreement.

INSURANCE:

- A. **PROVIDER INSURANCE:** PROVIDER shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million/\$3 million insuring PROVIDER against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by PROVIDER, its employees, staff and agents related to or arising out of this Agreement or the subject matter thereof. All policies and coverages shall be provided on an occurrence basis.

- B. **MUNICIPALITY INSURANCE:** MUNICIPALITY shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million/\$3 million, insuring the MUNICIPALITY against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by the MUNICIPALITY, its employees, staff and agents related to or arising out of this Agreement or the subject matter hereof. All policies and coverages shall be provided on an occurrence basis. MUNICIPALITY shall provide evidence of such coverage to PROVIDER.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year executed below:

PROVIDER: VMG

By: 

Title: Director, OHS

Date: June 5, 2020

MUNICIPALITY: River Edge, Borough of

By: _____

Title: _____

Date: _____

FEE SCHEDULE

(Pricing based on program including all driver DOT physicals)

BUNDLED PRICES FOR SERVICES

BUNDLED PRICES for alcohol tests include both screening and confirmation tests. BUNDLED PRICES for drug tests include collection, laboratory testing, and MRO review.

MUNICIPALITY agrees to pay PROVIDER \$ 68.00 per DOT drug test (UDS)

MUNICIPALITY agrees to pay PROVIDER \$ 65.00 per Non-DOT drug test

MUNICIPALITY agrees to pay PROVIDER \$ 50.00 per Observed Urine Drug Screen

MUNICIPALITY agrees to pay PROVIDER \$ 55.00 per DOT alcohol test (BAT)

MUNICIPALITY agrees to pay PROVIDER \$ 100.00 per DOT physical

MUNICIPALITY agrees to pay PROVIDER \$ 40.00 per DOT follow-up physical

MUNICIPALITY agrees to pay PROVIDER \$ 160.00 per Split Sample test

MUNICIPALITY agrees to pay PROVIDER \$ 180.00 per Post Accident On- Site service

\$ 300.00 Annual Administrative Fee to include:

- **Required Safety Sensitive Supervisor Training.**
- **Required Blind Specimen Designation.**
- **Required Certified MRO Services.**

Charge *includes* periodic *random* selection of employees, (50% UDS per yr, 25% BAT per yr) all MRO services, Collection Sites, Record back-up, semi-annual laboratory reports as well as *unlimited* Supervisor training instruction, and 800 Hot-Line numbers for Post Accident Collection Sites or On-Site Post Accident Services. (On-Site Post Accident Service fee does not include cost of drug or alcohol tests).

Amendment A

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT

NON-DISCRIMINATION

Both Parties agree that, in performance of this Agreement, services will be provided without discrimination and in compliance with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq., the New Jersey Law Against Discrimination, and the New Jersey Equal Employment Opportunity and Affirmative Action Rules.

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor

unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (such as a Letter of Federal Affirmative Action Plan Approval);

A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; or

An Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance), to be completed by the contract, in accordance with N.J.A.C. 17:27-4).

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



Signature

November 18, 2019

Date

BOROUGH OF RIVER EDGE
RESOLUTION #20-169

Resolution Approving the Certification List of Volunteer Members of the River Edge Volunteer Fire Department Qualifying for Credit Under the Length of Service Awards Program (LOSAP) for 2019

WHEREAS, the Borough of River Edge adopted Ordinance #1289 on May 7, 2000 which created the Length of Service Awards Program (LOSAP); and

WHEREAS, N.J.S.A. 40A:14-191 requires that the River Edge Volunteer Fire Department furnish the Mayor and Council with an annual certification list of all volunteer members who have qualified for credit under the award program for the previous year.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of River Edge that the Mayor and Council hereby approves the list of the volunteer members of the River Edge Volunteer Fire Department certified by the Chief of the Fire Department for the year 2019, a copy of which is on file with the Borough Clerk; and

BE IT FURTHER RESOLVED that a copy of this resolution be posted by the Chief of the Fire Department.

June 22, 2020

	Motion	Second	Yes	No	Abstain	Absent
Busteed						
Chinigo						
Gautier						
Kaufman						
Kinsella						
Koen						
Mayor Papaleo						

I hereby certify that this resolution, consisting of page(s), was adopted at a meeting of the Mayor and Council of the Borough of River Edge, held on this th day of , 2020.

Stephanie Evans, Borough Clerk

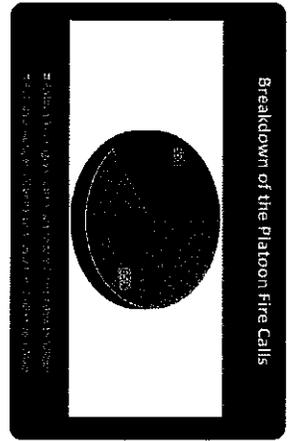
Platoon	Firefighter	Year Joined	Fire Average (No Platoon)	Drill Average	Meeting Average	LOSAP Points	Overall Fire Average (Fires Drills & Migs)	Platoon (Fire) Average	Overall Fire Average (FDNI by Platoon)	Firefighter
A	Alexander, Anthony	2013	9%	3%	14%	18	9%	15%	20%	Alexander, Anthony
B	Blech, Martin	2008	7%	68%	71%	132	16%	19%	23%	Blech, Martin
A	Camera, William	1994	36%	15%	50%	131	35%	56%	77%	Camera, William
B	Cardidi, Brendan	2011	26%	59%	93%	199	32%	72%	46%	Cardidi, Brendan
A	Cardidi, Gregg	1990	42%	59%	86%	216	46%	66%	100%	Cardidi, Gregg
B	Cardidi, Jonathan	2015	14%	65%	71%	107	22%	40%	32%	Cardidi, Jonathan
A	Coyman, Brian	2012	39%	50%	50%	110	41%	61%	58%	Coyman, Brian
A	Coyman, Leonard	2005	22%	18%	14%	112	22%	35%	49%	Coyman, Leonard
B	OPEN	2019	0%	0%	0%	0	0%	0%	0%	OPEN
B	Dunn, Griffin	2017	19%	15%	36%	43	19%	0%	0%	Dunn, Griffin
B	Franchi, John	2014	32%	44%	93%	132	36%	53%	53%	Franchi, John
B	Gibson, Micah	2017	26%	47%	43%	127	29%	90%	80%	Gibson, Micah
B	Goldbrener, Barry	2016	11%	26%	21%	26	13%	73%	64%	Goldbrener, Barry
B	OPEN	2019	0%	0%	0%	0	0%	31%	29%	Goldbrener, Barry
B	Hanauer, Leonard	1995	12%	26%	50%	115	0%	0%	0%	Hanauer, Leonard
B	Heinzinger, Stuart	1973	25%	65%	100%	240	15%	32%	33%	Heinzinger, Stuart
B	Hurrn, Al	1977	1%	0%	71%	129	4%	69%	71%	Hurrn, Al
B	Kearns, Justin	2008	29%	56%	50%	136	32%	3%	9%	Kearns, Justin
B	O'Connell, George	1973	50%	29%	71%	183	49%	80%	72%	O'Connell, George
B	Sanders, William	1984	29%	68%	93%	197	35%	100%	100%	Sanders, William
B	Schwartz, Mark	1998	7%	9%	14%	50	7%	80%	79%	Schwartz, Mark
A	Silver, Ben	2006	27%	76%	93%	197	35%	19%	10%	Silver, Ben
B	Slim, Gyuchang	2003	24%	41%	64%	129	27%	43%	78%	Slim, Gyuchang
B	Smith, Brian	1995	27%	47%	71%	113	31%	66%	69%	Smith, Brian
B	Smith, Tom	1973	1%	29%	79%	126	8%	76%	69%	Smith, Tom
A	Stitz, Peter	2004	2%	0%	0%	15	2%	4%	11%	Stitz, Peter
B	Stucke, David	1990	26%	12%	43%	128	25%	4%	5%	Stucke, David
B	Stucke, Mallory	2009	41%	50%	79%	168	44%	73%	56%	Stucke, Mallory
B	Wilhelm, Gary	1996	27%	12%	93%	167	29%	100%	97%	Wilhelm, Gary
B	Wilhelm, Gary, Jr.	2018	2%	0%	7%	17	2%	76%	63%	Wilhelm, Gary, Jr.
B	Zaken, Kobi	2004	0%	9%	29%	68	2%	7%	9%	Zaken, Kobi

Total Fire Calls =====>	100%	100%	100%	345	100%
Total Drills =====>	28%	100%	34		
Total Meetings =====>			14		

Platoon	Firefighter	Year Joined	Fire Average (Inc Platoon)	Drill Average	Meeting Average	LOSP Points (Free Drills & Meet)	Overall Fire Average (Free Drills & Meet)	Platoon Fire Average (PBM by Platoon)	Overall Fire Average (PBM by Platoon)	Firefighter
B	Bannan Cory	2015	17%	58%	71%	100	24%	50%	51%	Bannan, Cory
B	Berry, Dick	2006	27%	53%	79%	234	5%	45%	45%	Berry, Dick
B	Carroll, Tom	2006	24%	34%	71%	179	2%	58%	58%	Carroll, Tom
B	Carroll, Neal	1995	29%	42%	100%	230	2%	73%	73%	Carroll, Neal
B	Doris, Dave	2006	23%	20%	71%	103	2%	67%	57%	Doris, Dave
B	Dowell, Ed	1985	67%	65%	88%	257	63%	97%	100%	Dowell, Ed
B	Favell, John	2017	0%	0%	0%	2	0%	0%	0%	Favell, John
B	Fynn, Tom	2006	3%	21%	50%	77	7%	2%	0%	Fynn, Tom
B	Goodwin, Tom	2005	32%	68%	79%	177	34%	92%	92%	Goodwin, Tom
B	Kelly, Patrick	1994	1%	18%	71%	87	6%	3%	13%	Kelly, Patrick
B	Lick, Mike	2000	7%	29%	35%	35	11%	20%	25%	Lick, Mike
B	Mannha, John Sr.	1978	25%	50%	71%	195	11%	76%	99%	Mannha, John Sr.
B	Mannha, John Jr.	2008	35%	51%	71%	153	2%	100%	89%	Mannha, John Jr.
B	McAlister, Gina	2009	15%	32%	82%	102	13%	39%	45%	McAlister, Gina
B	Messina, Joe	1992	17%	24%	79%	175	20%	45%	45%	Messina, Joe
B	Mitchell, Mark	1975	17%	11%	88%	226	19%	49%	43%	Mitchell, Mark
B	Nearhout, Richard	1994	39%	87%	93%	197	48%	100%	100%	Nearhout, Richard
B	Nearhout, Tyler	2016	53%	89%	93%	184	58%	100%	100%	Nearhout, Tyler
B	Petry, Kevin	2017	77%	13%	79%	151	58%	100%	100%	Petry, Kevin
B	Pughless, Frank	1981	45%	60%	79%	187	40%	100%	100%	Pughless, Frank
B	Schultz, Eric	1993	15%	47%	100%	187	27%	42%	48%	Schultz, Eric
B	Schwabik, Ken	2000	31%	50%	79%	168	2%	88%	78%	Schwabik, Ken
A	Sugrakk, Eric	2017	1%	8%	50%	32	0%	0%	0%	Sugrakk, Eric
B	Trittlebach, Ed	2006	6%	8%	43%	87	4%	4%	5%	Trittlebach, Ed
B	Younts, JP	2009	18%	34%	89%	219	17%	17%	17%	Younts, JP
B	Cicciolla, Vincent (V)	2017	0%	0%	0%	2	0%	0%	0%	Cicciolla, Vincent (V)
B	Hamm, Eric (H)	2018	0%	0%	0%	13	0%	0%	0%	Hamm, Eric (H)
B	Mahoney, Keith (aud)	2006	2%	0%	0%	18	1%	1%	3%	Mahoney, Keith (aud)
B	Phillips, Eric (aud)	2008	1%	0%	0%	11	1%	1%	1%	Phillips, Eric (aud)
B	Rush, Jim (aud)	2003	0%	3%	0%	22	1%	1%	1%	Rush, Jim (aud)
B	Greco, Nicole	2019	6%	18%	21%	25	8%	1%	39%	Greco, Nicole

Total Drills	38
Total Meetings	14

Platoon Descriptions	Totals # of Members in Platoon
Platoon A averages will be based on calls from 6:00am to 6:00am	192
Platoon B averages will be based on calls from 6:00am to 6:00am	103
Total Fire Calls for the River Edge Fire Department	295



BOROUGH OF RIVER EDGE
RESOLUTION #20-170

Resolution Authorizing Disposal of Surplus Property

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

WHEREAS, the Borough 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 River Edge, County of Bergen, State of New Jersey as follows:

1. The sale of the surplus property shall be conducted through GovDeals pursuant to State Contract A83453/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 Clerk.
2. The sale will be conducted online through the auction site govdeals.com.
3. The sale is being conducted pursuant to the Local Notice 2008-9.
4. A list of the surplus property to be sold is as follows:

2007 Ford Crown Victoria VIN ID# 2FAFP71W27X154566

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 River Edge reserves the right to accept or reject any bid submitted.

June 22, 2020

	Motion	Second	Yes	No	Abstain	Absent
Busteed						
Chinigo						
Gautier						
Kaufman						
Kinsella						
Koen						
Mayor Papaleo						

I hereby certify that this resolution, consisting of 1 page(s), was adopted at a meeting of the Mayor and Council of the Borough of River Edge, held on this 22nd day of June, 2020.

Stephanie Evans, Borough Clerk

BOROUGH OF RIVER EDGE
RESOLUTION #20-171

Authorize Refund from Recreation Dedicated Account

WHEREAS, residents had signed up for Spring Tennis Lessons; and

WHEREAS, these programs and reservations have been cancelled due to the COVID-19 pandemic; and

WHEREAS, the residents had paid in full for the programs; and

WHEREAS, a refund will be made to the following:

Yeon Kim	
608 Bogert Road	\$180.00
Irina Zakharova	
281 Webb Avenue	\$ 90.00

NOW, THEREFORE, BE IT RESOLVED that a total of \$270.00 be refunded from the Recreation Dedicated Account to the above listed residents.

	Motion	Second	Yes	No	Abstain	Absent
Busteed						
Chinigo						
Gautier						
Kaufman						
Kinsella						
Koen						
Mayor Papaleo						

I hereby certify that this resolution, consisting of page(s), was adopted at a meeting of the Mayor and Council of the Borough of River Edge, held on this ___th day of _____, 2020.

Stephanie Evans, Borough Clerk



Department of Recreation & Cultural Affairs
201-599-6295 • www.riveredgenj.org/recreation • cbaldanza@riveredgenj.org
FOLLOW US ON FACEBOOK & INSTAGRAM @RiverEdgeRecreation

DATE: Wednesday, June 17, 2020

TO: Mayor and Council

FROM: Carolyn Baldanza, Director of Recreation & Cultural Affairs

RE: Refund Request – Park Reservations & Spring Tennis Lessons

Dear Mayor & Council

I would like to request the following refunds for the cancellation of Spring Tennis Lessons due to COVID-19.

RESIDENT	ADDRESS	AMOUNT	ACCOUNT #
Yeon Kim	608 Bogert Rd, River Edge, NJ 07661	\$180	T-18-55-286-001
Irina Zakharova	281 Webb Ave, River Edge, NJ 07661	\$90	T-18-55-286-001

Thank you,

Carolyn Baldanza

Director of Recreation & Cultural Affairs
Borough of River Edge
705 Kinderkamack Road
River Edge, NJ 07661
201-599-6295 (office)
cbaldanza@riveredgenj.org

BOROUGH OF RIVER EDGE
RESOLUTION #20-172

Approval to Submit a Grant Application and Execute a Grant Contract with the New Jersey Department of Transportation for the Continental Avenue (Section 2) Improvement Project

NOW, THEREFORE, BE IT RESOLVED that Governing Body of the Borough of River Edge formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as LAIF-2020-Continental Avenue (Section 2)-00081 to the New Jersey Department of Transportation on behalf of the Borough of River Edge.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of River Edge and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

June 22, 2020

	Motion	Second	Yes	No	Abstain	Absent
Busteed						
Chinigo						
Gautier						
Kaufman						
Kinsella						
Koen						
Mayor Papaleo						

I hereby certify that this resolution, consisting of page(s), was adopted at a meeting of the Mayor and Council of the Borough of River Edge, held on this ___th day of _____, 2020.

Stephanie Evans, Borough Clerk

BOROUGH OF RIVER EDGE
RESOLUTION #20-173

Approval to Submit a Grant Application and Execute a Grant Agreement with the New Jersey Department of Transportation for the 2021 Municipal Aid Application for Bogert Road, Section 5 Improvements

WHEREAS, the Borough of River Edge continues to develop projects that will improve access and maintenance on public roads; and

WHEREAS, the Borough of River Edge’s Engineering Department has provided plans specifically designed to address and improve traffic flow/safety issues and maintenance on our roads; and

WHEREAS, the Borough of River Edge has submitted plans to the State of New Jersey, Department of Transportation for Municipal Aid and will continue to do so in the future; and

WHEREAS, the Borough of River Edge has identified Bogert Road, Section 5 in desperate need of repair.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Borough of River Edge, in the County of Bergen, State of New Jersey formally approves the grant application for \$2,454,422.58.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2021-Bogert Road (Section 5)-00510, River Edge Borough, Bogert Road, Section 5, Application # MA-2021-00510 to the New Jersey Department of Transportation on behalf of the Borough of River Edge.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of River Edge and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

My signature and the Clerk’s seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

June 22, 2020

ATTEST and AFFIX SEAL _____
Mayor

Borough Clerk

	Motion	Second	Yes	No	Abstain	Absent
Busteed						
Chinigo						
Gautier						
Kaufman						
Kinsella						
Koen						
Mayor Papaleo						

BOROUGH OF RIVER EDGE
RESOLUTION #20-174

A RESOLUTION AUTHORIZING INCLUSION IN THE
BERGEN COUNTY COMMUNITY DEVELOPMENT PROGRAM

WHEREAS certain Federal funds are potentially available to the County of Bergen under Title I of the Housing and Community Development Act of 1974, as amended; the HOME Investment Partnership Act of 1990, as amended; and the Emergency Solutions Grant of 2012; and

WHEREAS, the current Interlocal Services Cooperative Agreement contains an automatic renewal clause to expedite the notification of the inclusion process; and

WHEREAS, each Municipality must notify the Bergen County Division of Community Development of its intent to continue as a participant in the Urban County entitlement programs noted above; and
WHEREAS, it is in the best interest of the Municipality of River Edge and its residents to participate in said Programs.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Municipality of River Edge hereby notifies the Bergen County Division of Community Development of its decision to be included as a participant Municipality in the Urban County entitlement programs being the Community Development Block Grant Program (CDBG), the HOME Investment Partnership Program (HOME), and the Emergency Solutions Grant Program (ESG) for the Program Years 2021, 2022, and 2023 covering the period July 1, 2021 – June 30, 2024; and

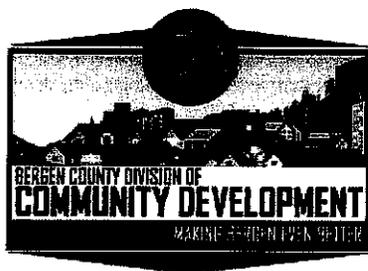
BE IT FURTHER RESOLVED, that an original copy of this resolution be made available to the Director of the Bergen County Division of Community Development as soon as possible and no later than Friday, July 17, 2020.

June 22, 2020

	Motion	Second	Yes	No	Abstain	Absent
Busteed						
Chinigo						
Gautier						
Kaufman						
Kinsella						
Koen						
Mayor Papaleo						

I hereby certify that this resolution, consisting of page(s), was adopted at a meeting of the Mayor and Council of the Borough of River Edge, held on this th day of , 2020..

Stephanie Evans, Borough Clerk



COUNTY OF BERGEN
DIVISION OF COMMUNITY DEVELOPMENT
 One Bergen County Plaza ■ 4th Floor ■ Hackensack, NJ 07601-7076
 Phone (201) 336-7201 ■ Fax (201) 336-7248 ■ Email resposito@co.bergen.nj.us

James J. Tedesco III
County Executive

Robert G. Esposito
Director

MEMORANDUM

TO: All Bergen Mayors | Municipal Councilpersons | Municipal Administrators/Clerk/Managers

FROM: Robert Esposito, Director | Bergen County Division of Community Development

SUBJECT: Three Year Cooperative Agreement Renewal for CDBG and Other Programs

DATE: Monday, June 8, 2020

Overview

We recently received notification from the U.S. Department of Housing and Urban Development (HUD) that Bergen County has been scheduled to re-qualify as an Urban County entitlement group in order to receive continued funding under the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Emergency Solutions Grant (ESG) programs for the three year period beginning July 1, 2021 through June 30, 2024 (Fiscal Years 2021, 2022, and 2023).

For our purposes, this essentially means that the Three Year Cooperative Agreement that currently exists between all 70 Bergen County municipalities, the County of Bergen, and the U.S. Department of Housing and Urban Development (HUD) for the period July 1, 2018 through June 30, 2021 (Fiscal Years 2018, 2019, and 2020) must be renewed.

During the past three years, Bergen County has received an annual average of \$9,215,516 in CDBG, \$2,769,735 in HOME, and \$769,466 in ESG funding that has positively impacted the County, our municipalities, and the nonprofit sector in myriad ways. In compliance with HUD guidelines, CDBG allocations – as annually determined by the Countywide and six Regional Community Development Committees – have typically included projects such as municipal road and sidewalk repaving, sewer and neighborhood drainage upgrades, and handicapped-accessible local government building and road curb cut improvements in addition to a wide range of assistance to local nonprofit organizations. HOME program funding has focused on working with project/funding partners to provide special needs, senior, veterans, and similar affordable housing as well as housing security deposit and rental assistance for eligible Bergen County residents in need. ESG funding has been used for multiple interventions to directly assist the homeless and those at risk of homelessness.

The Cooperative Renewal Process and Deadlines

The Three Year Cooperative Agreement renewal process includes **two action items for all municipalities:**

Action Item ONE

Passage of Two Resolutions by Each Municipal Governing Body Authorizing both Inclusion In and Execution of the Renewed Cooperative Agreement

As a key part of the Cooperative Agreement renewal process, the governing body of each municipality must adopt **two resolutions** for purposes of re-qualification to remain included in Bergen County's HUD Urban County entitlement program and, therefore, be eligible to receive HUD grant funding.

In this regard, two sample resolutions are attached to this email for your use:

- **MUNICIPAL RESOLUTION 1 | INCLUSION**

This first resolution essentially confirms each municipality's intent to continue as a participant in Bergen County's HUD Urban County entitlement program and remain eligible for HUD grant funding; and

- **MUNICIPAL RESOLUTION 2 | EXECUTION**

The second resolution essentially authorizes execution and signing of the new Three Year Cooperative Agreement for the period beginning July 1, 2021 through June 30, 2024 (Fiscal Years 2021, 2022, and 2023) by the municipality's Mayor as witnessed by the Municipal Clerk with the Municipal Seal affixed.

These Two Resolutions Are to Be Completed as Soon as Possible, but No Later than Friday, July 17, 2020. There can be no waiver of this deadline.

Action Item TWO

Signing of the Renewed Three Year Cooperative Agreement by the Mayor of Each Municipality with the Municipal Clerk Notarizing and Affixing the Municipal Seal on the Last Page of the Agreement

The new Three Year Cooperative Agreement (nine pages in total) covers the new period beginning July 1, 2021 through June 30, 2024 (Fiscal Years 2021, 2022, and 2023) and is also attached to this email.

The new Cooperative Agreement is **exactly the same in all text as the existing Cooperative Agreement** except for the updating of the program period and Fiscal Years (these new date changes are bolded on pages 1, 4, and 7).

This second action item should be completed as soon as the two resolutions have been passed by the municipal governing body.

To execute the new Three Year Cooperative Agreement, please:

- Type or write the name of your municipality in the underscored line (_____) in the third paragraph on page one of the Cooperative Agreement; and
- Have the Mayor and Municipal Clerk sign/witness the Agreement at the bottom of page nine with the Clerk also affixing the Municipal Seal as indicated.

The Renewed Three Year Cooperative Agreement Must Be Received As Soon As Possible After Passage of Two Resolutions, But No Later than Friday, July 17, 2020. There can be no waiver of this deadline.

Submission of All Completed Documents to Bergen County Division of Community Development

Bergen County Division of Community Development Director Robert Esposito will begin phoning the

Municipal Administrator/Clerk/Manager in each of Bergen County's 70 municipalities this week to review the Cooperative Agreement renewal process and ascertain the date for each municipal governing body's consideration to the two resolutions.

Once the date for the adoption of the resolutions by the municipal governing body and the subsequent signing of the new Cooperative Agreement by the Mayor is known, please be advised that the **Bergen County Division of Community Development will make an appointment with each municipality and send a representative to physically pick up original copies of the two Municipal Resolutions and the signed Cooperative Agreement.**

Please do not mail or email any of the completed Cooperative Agreement documents, accordingly.

Required Notifications

As noted on page one, all 70 Bergen County municipalities are currently participating in the Bergen County Community Development Program as governed by the Three Year Cooperative Agreement.

In this regard, the Three Year Cooperative Agreement each municipality authorized for the current period July 1, 2018 – June 30, 2021 (Fiscal Years 2018, 2019, and 2020) contains an automatic renewal clause subject to submission of appropriate renewal documentation.

HUD regulations require that the County notify each municipality of its option to elect to be excluded from the Urban County entitlement program.

A municipality's decision to reauthorize inclusion or elect exclusion from the program will be effective for the three year period July 1, 2021 through June 30, 2024 (Fiscal Years 2021, 2022, 2023) covering the program.

Should a municipality choose to opt out, it will not be eligible for Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Emergency Solutions Grant (ESG) HUD funding for the period July 1, 2021 – June 30, 2024 (Fiscal Years 2021, 2022, and 2023). In addition, since the amount of the grant funds received by Bergen County is based on those municipalities participating in the program, any exclusion will effectively reduce the amount of total funds available.

Should your municipality elect to be excluded from the HUD Urban County entitlement program, you must notify the Bergen County Division of Community Development and the HUD Regional Office in writing no later than Tuesday, July 7, 2020. There can be no waiver of this deadline.

Notification of exclusion in writing must be forwarded to:

Robert G. Esposito, Director
Bergen County Division of Community Development
One Bergen County Plaza, 4th Floor
Hackensack, New Jersey 07601

And

Annemarie C. Uebbing, Director
U.S. Department of Housing and Urban Development
Community Planning and Development Division
Newark Field Office, Region II
One Newark Center, 1085 Raymond Boulevard, 13th Floor
Newark, New Jersey 07102

Finally, please be aware that in both the existing and new Three Year Cooperative Agreement, municipalities

authorizing inclusion in the HUD Urban County entitlement program are not eligible to apply for grants under the HUD Small Cities or State CDBG programs.

Questions and Further Information

Should you should have any questions regarding the new Three Year Cooperative Agreement or the renewal process, please contact Bergen County Division of Community Development Director Robert Esposito at **201-336-7201** (Office), **201-995-7078** (Cell Phone), or **resposito@co.bergen.nj.us** (Email) at any time.

We are working within a short, six week timeframe for completion of the tasks as outlined; please do not hesitate to ask for help if you think we can be assistance. To repeat – and as mandated by HUD – there will be no extension of the **Friday, July 17, 2020 deadline** for the two municipal resolutions and the signed new Three Year Cooperative Agreement to be submitted.

Thank you in advance for your attention and assistance.

BOROUGH OF RIVER EDGE
RESOLUTION #20-175

Payment of Bills

At a Regular Meeting of the Mayor and Council of the Borough of River Edge, County of Bergen, State of New Jersey, held on June 22, 2020.

BE IT RESOLVED that the Mayor and Council of the Borough of River Edge approve the following expenditures.

CURRENT FUND ACCOUNT	\$236,197.98
CAPITAL FUND ACCOUNT	\$ 12,566.00
GRANT FUND ACCOUNT	\$ 1,086.00
TRUST OTHER ACCOUNT	\$ 15,112.00
OPEN SPACE ACCOUNT	\$ 3,955.16
PAYROLL ACCOUNT	\$ 1,062.26
DEVELOPER'S ACCOUNT	\$ 3,165.00
RECREATION ACCOUNT	\$ 467.18

June 22, 2020

	Motion	Second	Yes	No	Abstain	Absent
Busteed						
Chinigo						
Gautier						
Kaufman						
Kinsella						
Koen						
Mayor Papaleo						

I hereby certify that this resolution, consisting of 1 page(s), was adopted at a meeting of the Borough Council of the Borough of River Edge, held on this _____ day of _____, 2020.

Stephanie Evans, Borough Clerk

Range of Checking Accts: First to Last Range of Check Dates: 06/09/20 to 06/22/20
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
01	CURRENT	CURRENT FUND					
55956	06/10/20	MAPLE005 MAPLE DIRECT INC.					232
20-00959	1	ESTIMATED TAX BILLS POSTAGE	1,701.50	0-01-20-145-023 PRINTING	Budget		1 1
55957	06/22/20	ADPIN005 ADP, INC.					237
20-01044	1	1ST QTR 2020 SUI MAGNETIC MEDI	119.80	0-01-20-130-173 ADP - PAYROLL	Budget		89 1
55958	06/22/20	AMERIO45 AMERICAN WEAR, INC.					237
20-00982	1	May 2020 DPW uniforms	218.70	0-01-26-290-028 PROFESSIONAL SVCS & COSTS	Budget		44 1
20-00982	2	May 2020 DPW uniforms	218.70	0-01-26-290-028 PROFESSIONAL SVCS & COSTS	Budget		45 1
20-00982	3	May 2020 DPW uniforms	218.70	0-01-26-290-028 PROFESSIONAL SVCS & COSTS	Budget		46 1
20-00982	4	May 2020 DPW uniforms	218.70	0-01-26-290-028 PROFESSIONAL SVCS & COSTS	Budget		47 1
20-00982	5	March 2020 missing invoice	218.70	0-01-26-290-028 PROFESSIONAL SVCS & COSTS	Budget		48 1
			<u>1,093.50</u>				
55959	06/22/20	ATLAN045 ATLANTIC TOMORROWS OFFICE					237
20-01011	1	Printer Maintenance Contract	815.78	0-01-20-120-178 COPIER CONTRACTS	Budget		78 1
55960	06/22/20	AUTOM005 AUTOMOTIVE BRAKE CO.					237
20-00445	19	lube spin - dpw vehicles	40.63	0-01-26-315-173 MECH. WK.-D.P.W.	Budget		13 1
20-00445	20	solvents and lubricants - dpw	158.06	0-01-26-315-173 MECH. WK.-D.P.W.	Budget		14 1
20-00445	21	battery - dpw	115.16	0-01-26-315-173 MECH. WK.-D.P.W.	Budget		15 1
			<u>313.85</u>				
55961	06/22/20	AUTOM005 AUTOMOTIVE BRAKE CO.					237
20-00446	9	Battery for Field Field Rake	77.88	0-01-26-315-174 MECH. WK.-POLICE	Budget		16 1
55962	06/22/20	AUTOM005 AUTOMOTIVE BRAKE CO.					237
20-00921	1	F/C # 1 Ford qte" 2438755	131.64	0-01-26-315-186 FIRE VEHICLES	Budget		27 1
55963	06/22/20	AUTOM005 AUTOMOTIVE BRAKE CO.					237
20-00981	1	mechanic - gloves	339.00	0-01-26-290-030 GARAGE SUPPLIES	Budget		43 1
55964	06/22/20	AUTOM005 AUTOMOTIVE BRAKE CO.					237
20-00992	1	Motor Oil - DPW Truck #95	74.85	0-01-31-447-167 MOTOR OIL	Budget		58 1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
01	CURRENT	CURRENT FUND	Continued						
55965	06/22/20	BIRNB010 GOMATTIE BIRNBAUM					237		
20-01085	1	PETTY CASH-FINGERPRINTING	54.85	0-01-28-370-175	Budget		110	1	
				BACKGROUND					
55966	06/22/20	BRAEN005 BRAEN STONE INDUSTRIES INC					237		
20-00302	18	asphalt - road patch repairs	74.61	0-01-26-290-180	Budget		11	1	
				ROAD PATCH					
20-00302	19	.99 Ton Asphalt @ 73.15/Ton	72.42	0-01-26-290-180	Budget		12	1	
				ROAD PATCH					
			<u>147.03</u>						
55967	06/22/20	BURGI005 BURGIS ASSOCIATES, INC					237		
20-00463	5	PROFESSIONAL ZONING SERVICES	975.00	0-01-22-195-028	Budget		17	1	
				PROFESSIONAL SERVICES					
55968	06/22/20	CLIFF005 CLIFFSIDE BODY CORPORATION					237		
20-00146	1	Vehicle Repairs	271.83	0-01-26-315-173	Budget		1	1	
				MECH. WK.-D.P.W.					
20-00146	2	Vehicle Repairs	1,738.21	0-01-26-315-173	Budget		2	1	
				MECH. WK.-D.P.W.					
			<u>2,010.04</u>						
55969	06/22/20	COINC010 KUIKEN BROTHERS CO.,INC.					237		
20-00301	5	72 Linear feet 1x6 Lumber	117.36	0-01-26-290-177	Budget		10	1	
				LUMBER					
55970	06/22/20	COINC010 KUIKEN BROTHERS CO.,INC.					237		
20-00996	1	Lumber for police temp signage	25.92	0-01-26-290-170	Budget		60	1	
				STREET SIGNS					
55971	06/22/20	COSTA015 ROBERT COSTA					237		
20-00202	3	RETAINER 1ST QTR 2020	6,000.00	0-01-20-165-166	Budget		3	1	
				ENGINEERING SVCS & RETAIN.					
55972	06/22/20	COSTA015 ROBERT COSTA					237		
20-00591	3	2019 CDBG CURB REPLACEMENT	1,097.50	0-01-20-165-100	Budget		18	1	
				OTHER GENERAL GROUP					
55973	06/22/20	COSTA015 ROBERT COSTA					237		
20-00594	2	BOGERT ROAD SECTION 4 PROJECT	1,155.00	0-01-20-165-100	Budget		19	1	
				OTHER GENERAL GROUP					
55974	06/22/20	DELGA005 DELGADO INTERPRETING					237		
20-00927	1	Spanish intp	160.00	0-01-43-490-168	Budget		28	1	
				COURT INTERPRETOR					
55975	06/22/20	DELUX005 DELUXE INTERN'L TRUCKS					237		
20-00984	1	adapter dpw # 78, 80, 81, 82	22.54	0-01-26-315-173	Budget		49	1	
				MECH. WK.-D.P.W.					
20-00984	2	screws dpw # 78, 80, 81, 82	26.24	0-01-26-315-173	Budget		50	1	
				MECH. WK.-D.P.W.					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
01	CURRENT	CURRENT FUND	Continued						
55975	20-00984	DELUXE INTERN'L TRUCKS 3 grommets dpw # 78, 80, 81, 82	25.76	0-01-26-315-173 MECH. WK.-D.P.W.	Budget		51	1	
			<u>74.54</u>						
55976	06/22/20 20-00985	DELUX005 DELUXE INTERN'L TRUCKS 1 dpw stock filters 78,80,81,82	1,443.22	0-01-26-315-124 REPAIRS	Budget		237 52	1	
55977	06/22/20 20-01019	DELUX005 DELUXE INTERN'L TRUCKS 1 chamber brake recyc dpw	130.44	0-01-26-315-124 REPAIRS	Budget		237 83	1	
55978	06/22/20 20-00997	DIREC005 DIRECT ENERGY BUSINESS 1 ENERGY BILL 4-25-20-5-26-20	418.27	0-01-31-448-120 RIVER EDGE ELEC & GAS	Budget		237 61	1	
55979	06/22/20 20-01000	DIREC005 DIRECT ENERGY BUSINESS 1 library 4-24-20 / 5-26-20	231.38	0-01-31-448-120 RIVER EDGE ELEC & GAS	Budget		237 63	1	
55980	06/22/20 20-01017	DIREC005 DIRECT ENERGY BUSINESS 1 4-25-20 thru 5-26-20	427.82	0-01-31-448-120 RIVER EDGE ELEC & GAS	Budget		237 81	1	
55981	06/22/20 20-01050	DOORW005 DOOR WORKS, INC. 1 dpw garage door repair	285.00	0-01-26-310-167 MAINTENANCE-BUILDING	Budget		237 95	1	
	20-01050	2 FC # 1 garage door repair	420.00	0-01-26-310-179 FIRE-CO#1	Budget		96	1	
			<u>705.00</u>						
55982	06/22/20 20-00935	FAIRS005 FAIR SHARE HOUSING CENTER 1 FAIR SHARE HOUSING FEES	4,900.00	0-01-20-174-100 OTHER EXPENSES	Budget		237 30	1	
55983	06/22/20 20-01020	FISHW005 FISH WINDOW CLEANING 1 DPW window cleaning	42.00	0-01-26-310-167 MAINTENANCE-BUILDING	Budget		237 84	1	
55984	06/22/20 20-01060	FREIN005 FREINJ OF NJ-STEUBEN ARMS AP 1 GARBAGE PICKUP 1ST QTR 2020	8,469.34	0-01-26-305-101 GARBAGE & TRASH REMOVAL - MULTIFAMILY	Budget		237 104	1	
55985	06/22/20 20-00899	GATES005 GATES FLAG & BANNER CO., INC. 1 2 Rainbow Flags @ 29.30 each	68.60	0-01-28-375-180 FLAG POLE	Budget		237 23	1	
55986	06/22/20 20-00904	GLASS015 GLASSPLEX LLC 1 plexiglass partitions QTE	1,860.00	0-01-26-310-167 MAINTENANCE-BUILDING	Budget		237 25	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
01	CURRENT	CURRENT FUND		Continued					
55987	06/22/20	GRAIN005 GRAINGER EQUIPMENT & SUPPLIES					237		
	20-00679	6 exit signs - boro hall	212.76	0-01-26-310-167 MAINTENANCE-BUILDING	Budget		20		1
55988	06/22/20	HAMME010 P.T. HAMMER					237		
	20-01025	1 repair water main snack stand	400.00	0-01-26-310-167 MAINTENANCE-BUILDING	Budget		87		1
55989	06/22/20	HUDTI005 HUDSON TIRE EXCHANGE					237		
	20-00817	1 Replace 6 worn and spare tires	2,896.58	0-01-26-315-183 TIRES RECYCLING VEHICLES	Budget		21		1
	20-00817	2 Replace 6 worn & spare tires	1,432.32	0-01-26-315-175 TIRES:DPW	Budget		22		1
			<u>4,328.90</u>						
55990	06/22/20	IDEAL010 IDEAL SERVICE CENTER INC.					237		
	20-01026	1 wheel alignment - pd #69	95.00	0-01-26-315-174 MECH. WK.-POLICE	Budget		88		1
55991	06/22/20	JOSEP030 JOSEPH SMENTKOWSKI, INC.					237		
	20-01010	1 GARBAGE PICKUP JUNE 2020	26,378.47	0-01-26-305-100 GARBAGE & TRASH REMOVAL - CONTRACTUAL	Budget		77		1
55992	06/22/20	MAINL005 MAIN LOCK SHOP					237		
	20-00998	1 rekey cylinder - boro hall	150.00	0-01-26-310-167 MAINTENANCE-BUILDING	Budget		62		1
55993	06/22/20	MARLI005 MARLIN BUSINESS BANK					237		
	20-01008	1 AEDs Service Plan	4,291.13	0-01-28-370-176 AED	Budget		72		1
55994	06/22/20	MRAIN005 MRA INTERNATIONAL					237		
	20-01047	1 Monthly billing for May	262.44	0-01-25-240-077 AS COMM OTHER-GEN GROUP	Budget		92		1
55995	06/22/20	NICEN005 NICE N EASY LLC.					237		
	20-01005	1 May cleaning - DPW	630.00	0-01-26-310-171 CLEANING/BODY FLUIDS	Budget		69		1
55996	06/22/20	NJREC005 NJ RECREATION & PARK ASSOC.					237		
	20-01018	1 NJRPA Professional Membership	200.00	0-01-28-370-044 MEMBERSHP, DUES, SUBS	Budget		82		1
55997	06/22/20	NORJEF05 NORTH JERSEY FRIENDSHIP HOUSE					237		
	20-00934	3 May 2020 cleaning	3,400.00	0-01-26-310-187 BORO HALL/PSB CLEANING	Budget		29		1
55998	06/22/20	NORTH005 NORTH JERSEY FIRE PROTECTION					237		
	20-01006	1 extinguisher inspection	1,800.00	0-01-26-310-029 MAINT-CONTRACTS	Budget		70		1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
01	CURRENT	CURRENT FUND		Continued					
55999	06/22/20	NORTH015 NORTH JERSEY MEDIA GROUP, INC.					237		
20-01058	1	LEGAL ADVERTISEMENT MAY 2020	60.14	0-01-20-120-021	Budget		101	1	
				LEGAL ADVERTISING					
20-01058	2	LEGAL ORDINANCES MAY 2020	404.55	0-01-20-120-166	Budget		102	1	
				ORDINANCE					
			<u>464.69</u>						
56000	06/22/20	NORTH015 NORTH JERSEY MEDIA GROUP, INC.					237		
20-01059	1	LEGAL ADVERTISEMENT MAY 2020	209.28	0-01-20-120-021	Budget		103	1	
				LEGAL ADVERTISING					
56001	06/22/20	NORTH015 NORTH JERSEY MEDIA GROUP, INC.					237		
20-01063	1	LAND USE APRIL 2020	37.05	0-01-21-180-021	Budget		106	1	
				LEGAL ADVERTISING					
20-01063	2	LAND USE MAY 2020	19.00	0-01-21-180-021	Budget		107	1	
				LEGAL ADVERTISING					
			<u>56.05</u>						
56002	06/22/20	OFFIC010 OFFICE BUSINESS SYSTEMS					237		
20-01016	1	Recorder Sys - Interrogation	1,186.00	0-01-25-240-105	Budget		80	1	
				MAINT. CONTRACTS					
56003	06/22/20	OFFIC015 OFFICE CONCEPTS GROUP					237		
20-01003	1	1 bx (48) pencils @8.99 = 8.99	53.39	0-01-26-290-036	Budget		67	1	
				OFFICE SUPPLIES					
56004	06/22/20	OFFIC015 OFFICE CONCEPTS GROUP					237		
20-01046	1	OFFICE SUPPLIES	174.86	0-01-20-130-036	Budget		91	1	
				OFFICE SUPPLIES					
56005	06/22/20	OFFIC015 OFFICE CONCEPTS GROUP					237		
20-01053	1	DPW Office Supplies	270.19	0-01-26-290-036	Budget		98	1	
				OFFICE SUPPLIES					
56006	06/22/20	ONECA005 ONE CALL CONCEPTS, INC					237		
20-01075	1	MONTH SERVICE MAY 2020	58.63	0-01-20-120-077	Budget		108	1	
				ONE-CALL					
56007	06/22/20	OPTIM005 OPTIMUM					237		
20-00978	1	Acct:07870-879539024	16.66	0-01-25-240-077	Budget		41	1	
				AS COMM OTHER-GEN GROUP					
56008	06/22/20	OPTIM005 OPTIMUM					237		
20-00993	1	OEM Internet Serv.June 2020	89.90	0-01-25-252-174	Budget		59	1	
				INTERNET					
56009	06/22/20	OPTIM005 OPTIMUM					237		
20-01023	1	June cable - dpw	91.56	0-01-31-440-173	Budget		86	1	
				DPW CABLE					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
01	CURRENT	CURRENT FUND	Continued						
56010	06/22/20	OPTIM005 OPTIMUM							237
20-01055	1	0787002284001-2 6/8to7/7	183.44	0-01-25-240-077	Budget		100		1
				AS COMM OTHER--GEN GROUP					
56011	06/22/20	OPTIM005 OPTIMUM							237
20-01084	1	BOROUGH INTERNET JUN-JULY 2020	149.94	0-01-20-101-128	Budget		109		1
				E-MAILS					
56012	06/22/20	PALME005 PALMER ACE HARDWARE							237
20-00229	30	sprayer - boro hall painting	17.33	0-01-26-310-167	Budget		4		1
				MAINTENANCE-BUILDING					
20-00229	31	Council Chambers Project	58.47	0-01-26-310-167	Budget		5		1
				MAINTENANCE-BUILDING					
20-00229	32	1 Paint Brush 3 pack @ 2.24	5.26	0-01-26-310-167	Budget		6		1
				MAINTENANCE-BUILDING					
			<u>81.06</u>						
56013	06/22/20	PALME005 PALMER ACE HARDWARE							237
20-00233	21	batteries	37.57	0-01-26-290-030	Budget		7		1
				GARAGE SUPPLIES					
20-00233	22	glue, painter's tape	9.43	0-01-26-290-030	Budget		8		1
				GARAGE SUPPLIES					
20-00233	23	1 Acetone GL @ 17.99 = 17.99	17.99	0-01-26-290-030	Budget		9		1
				GARAGE SUPPLIES					
			<u>64.99</u>						
56014	06/22/20	PAROD005 BETH PARODI							237
20-00954	1	PROF SERV REND NURSE MAY 2020	1,086.00	G-02-41-140-000	Budget		32		1
				NURSING SERVICES FOR NONPUBLIC SCHOOLS					
56015	06/22/20	PHYSI005 PHYSIO-CONTROL, INC							237
20-01015	1	Defibrulator Contract	2,376.00	0-01-25-240-105	Budget		79		1
				MAINT. CONTRACTS					
56016	06/22/20	PREST005 PRESTIGE AUTO WASH							237
20-01001	1	Car Washes - April	32.00	0-01-25-240-178	Budget		64		1
				AS VEH OTHER-GEN GROUP					
20-01001	2	Car Washes - May	96.00	0-01-25-240-178	Budget		65		1
				AS VEH OTHER-GEN GROUP					
			<u>128.00</u>						
56017	06/22/20	PSEG0005 PSE&G							237
20-01004	1	april 2020	23,425.51	0-01-31-448-120	Budget		68		1
				RIVER EDGE ELEC & GAS					
56018	06/22/20	QUIKT005 QUIKTEKS							237
20-01002	1	Agreement -Monthly - June	1,212.00	0-01-25-240-105	Budget		66		1
				MAINT. CONTRACTS					
56019	06/22/20	RACHL005 RACHLES/MICHELE'S OIL COMPANY							237
20-00975	1	diesel fuel - dpw	514.63	0-01-31-447-166	Budget		38		1
				DIESEL FUEL					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
01	CURRENT	CURRENT FUND	Continued					
56019		RACHLES/MICHELE'S OIL COMPANY	Continued					
20-00975	2	federal lust tax	0.59	0-01-31-447-166	Budget		39	1
				DIESEL FUEL				
			<u>515.22</u>					
56020	06/22/20	RIVER205 RIVER TERRACE						237
20-00990	1	GARBAGE REIMBUR. 2ND QTR 2020	11,327.21	0-01-26-305-101	Budget		55	1
				GARBAGE & TRASH REMOVAL - MULTIFAMILY				
56021	06/22/20	SOUTH005 SOUTH JERSEY ENERGY						237
20-00988	1	4-24-20 thru 5-22-20	310.84	0-01-31-448-120	Budget		54	1
				RIVER EDGE ELEC & GAS				
56022	06/22/20	SPECIO10 SPECIALTY AUTOMOBILE EQUIP.						237
20-01022	1	OSHA Required Annual Lift	500.00	0-01-26-315-185	Budget		85	1
				PEOSHA - LIFT INSPECTION				
56023	06/22/20	SUEZW005 SUEZ WATER NEW JERSEY						237
20-00944	2	HYDRANTS JUNE 2020	10,739.41	0-01-31-445-100	Budget		31	1
				FIRE HYDRANT SERVICE				
56024	06/22/20	SUEZW005 SUEZ WATER NEW JERSEY						237
20-00979	1	shade tree 4-16-20 / 5-14-20	16.50	0-01-31-446-166	Budget		42	1
				RIVER EDGE WATER				
56025	06/22/20	SUEZW005 SUEZ WATER NEW JERSEY						237
20-00991	1	LIBRARY WATER MARCH 2020	435.64	0-01-31-446-166	Budget		56	1
				RIVER EDGE WATER				
20-00991	2	APRIL 2020	398.50	0-01-31-446-166	Budget		57	1
			<u>834.14</u>	RIVER EDGE WATER				
56026	06/22/20	SUPPL005 SITEONE LANDSCAPE SUPPLY,LLC						237
20-00902	1	GRASS SEED - QUOTE	3,425.08	0-01-28-375-184	Budget		24	1
				GRASS SEED				
56027	06/22/20	SUPPL005 SITEONE LANDSCAPE SUPPLY,LLC						237
20-00905	1	backpack chemical sprayer QTE	94.26	0-01-28-375-183	Budget		26	1
				CHEMICALS				
56028	06/22/20	SWIFT005 SWIFTREACH NETWORKS, INC.						237
20-00977	1	Monthly subscription April	330.00	0-01-25-250-144	Budget		40	1
				REVERSE 911 SERVICE				
56029	06/22/20	SWIFT005 SWIFTREACH NETWORKS, INC.						237
20-01054	1	Swift 911 Monthly Sub. May	330.00	0-01-25-250-144	Budget		99	1
				REVERSE 911 SERVICE				
56030	06/22/20	THYSS005 THYSSENKRUPP ELEVATOR CORP.						237
20-01049	1	borough hall elevator repair	682.50	0-01-26-310-173	Budget		94	1
				ELEVATOR MAINTENANCE				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
01CURRENT		CURRENT FUND	Continued				
56031	06/22/20	TLO00005 TLO					237
20-01048	1	Acct: 988767 May	50.00	0-01-25-240-185	Budget		93 1
				IS INVEST OTHER-GEN GROUP			
56032	06/22/20	TRAFF010 TRAFFIC SAFETY & EQUIPMENT					237
20-01051	1	white traffic latex paint	1,880.00	0-01-26-301-100	Budget		97 1
				MAINTENANCE			
56033	06/22/20	TREAS010 TREASURER STATE OF NJ					237
20-00987	1	air quaity fuel disp permit	885.00	0-01-26-310-191	Budget		53 1
				AIR QUALITY			
56034	06/22/20	TRUGR005 TRUGREEN					237
20-01009	1	Park Lawn Service	249.00	0-01-28-375-183	Budget		73 1
				CHEMICALS			
20-01009	2	Park Lawn Service	249.00	0-01-28-375-183	Budget		74 1
				CHEMICALS			
20-01009	3	Park Lawn Service	349.00	0-01-28-375-183	Budget		75 1
				CHEMICALS			
20-01009	4	Park Lawn Service	349.00	0-01-28-375-183	Budget		76 1
				CHEMICALS			
			<u>1,196.00</u>				
56035	06/22/20	VERIZ005 VERIZON					237
20-00955	1	TELEPHONE BILL MAY 2020	84.30	0-01-31-440-168	Budget		33 1
				TELEPHONE/LONG DIST. -VERIZON			
20-00955	2	TELEPHONE BILL MAY 2020	1,560.28	0-01-31-440-170	Budget		34 1
				TELEPHONE - SERVICE			
20-00955	3	FIRE CO #1,2 & OEM-PHONE SERV	263.37	0-01-31-440-172	Budget		35 1
				FIRE CO #1 / OEM			
20-00955	4	LIBRARY PHONE SERVICE	87.87	0-01-31-440-300	Budget		36 1
				MAINTENANCE OF LIBRARY - TELEPHONE			
20-00955	5	TELEPHONE BILL MAY 2020	66.65	0-01-31-440-174	Budget		37 1
				CABLE/INTERNET			
			<u>2,062.47</u>				
56036	06/22/20	VERIZ010 VERIZON					237
20-01045	1	TELEPHONE BILL MAY 2020	980.44	0-01-31-440-170	Budget		90 1
				TELEPHONE - SERVICE			
56037	06/22/20	VERIZ025 VERIZON WIRELESS					237
20-01007	1	OEM Hotspot Chg APR-MAY 2020	37.88	0-01-25-252-077	Budget		71 1
				COMMUNICATION EQUIPMENT			
56038	06/22/20	WAGEW005 WAGEWORKS, INC					237
20-01061	1	MONTHLY FEES MAY 2020	81.50	0-01-20-100-028	Budget		105 1
				PROFESSIONAL SERVICES			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num
PO #	Item	Description						Acct
01CURRENT		CURRENT FUND	Continued					
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount</u>	<u>Void</u>	
		Checks:	83	0	144,986.41		0.00	
		Direct Deposit:	0	0	0.00		0.00	
		Total:	83	0	144,986.41		0.00	
01CURRENTWIRES		CURRENT FUND WIRES						
36	06/09/20	BANKO005 BANK OF AMERICA						231
20-00948	1	PAYMENT FOR PCARD PURCH MAY	185.76		0-01-28-370-171	Budget		1 1
					SPECIAL EVENTS			
20-00948	2	PAYMENT FOR PCARD PURCH MAY	101.28		0-01-20-101-136	Budget		2 1
					SOCIAL MEDIA OTHER			
20-00948	3	PAYMENT FOR PCARD PURCH MAY	30.15		0-01-25-240-036	Budget		3 1
					OFFICE SUPPLIES			
				317.19				
37	06/15/20	DEPOS005 DEPOSITORY TRUST CO.						235
20-00947	1	2007 BOND INT DUE 6/15/20	11,700.00		0-01-45-930-103	Budget		1 1
					INTEREST ON BONDS			
38	06/15/20	NJDIV005 NJ DIVISION OF						235
20-00946	1	APRIL 2020 HEALTH BENEFITS	80,280.38		0-01-23-220-090	Budget		2 1
					EMPLOYEE GROUP HEALTH			
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount</u>	<u>Void</u>	
		Checks:	3	0	92,297.57		0.00	
		Direct Deposit:	0	0	0.00		0.00	
		Total:	3	0	92,297.57		0.00	
04CAPITAL		GENERAL CAPITAL						
3382	06/22/20	COSTA015 ROBERT COSTA						238
19-36430	4	TAP GRANT-KINDERKAMACK RD	11,870.00		C-04-15-836-100	Budget		1 1
					SECTION 20 COSTS			
3383	06/22/20	MASER005 MASER CONSULTING, P.A.						238
20-00928	1	2020 RIVERSIDE COOPERATIVE	696.00		C-04-20-060-061	Budget		2 1
					2020 CO-OP ROAD RESURFACING			
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount</u>	<u>Void</u>	
		Checks:	2	0	12,566.00		0.00	
		Direct Deposit:	0	0	0.00		0.00	
		Total:	2	0	12,566.00		0.00	
11TRUST		GENERAL TRUST						
2561	06/11/20	DANIE010 DANIELLE TRANCUCCI						233
20-01038	1	REFUND PPFM FEE	50.00		T-11-55-286-013	Budget		2 1
					PARK AND FIELD MAINTENANCE			
2562	06/11/20	KELLY010 KELLY ZEMAITES						233
20-01039	1	REFUND PPFM	50.00		T-11-55-286-013	Budget		3 1
					PARK AND FIELD MAINTENANCE			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num
PO #	Item	Description						Acct
11TRUST GENERAL TRUST			Continued					
2563	06/11/20	PATCO005 PAT COCHRAN						233
20-01037	1	REFUND PPFM FEES	50.00	T-11-55-286-013	Budget		1	1
				PARK AND FIELD MAINTENANCE				
2564	06/11/20	TERRI005 TERRI SPINIELLO						233
20-01040	1	REFUND FOR PPFM	50.00	T-11-55-286-013	Budget		4	1
				PARK AND FIELD MAINTENANCE				
2565	06/22/20	NATUR005 NATURE'S CHOICE CORP.						239
20-00999	1	mixed vegetation pick-up	496.00	T-11-55-286-017	Budget		1	1
				RECYCLING				
20-00999	2	mixed vegetation pick-up	496.00	T-11-55-286-017	Budget		2	1
				RECYCLING				
20-00999	3	mixed vegetation pick-up	512.00	T-11-55-286-017	Budget		3	1
				RECYCLING				
20-00999	4	mixed vegetation pick-up	496.00	T-11-55-286-017	Budget		4	1
				RECYCLING				
			<u>2,000.00</u>					
2566	06/22/20	NATUR005 NATURE'S CHOICE CORP.						239
20-01024	1	vegetation	512.00	T-11-55-286-017	Budget		7	1
				RECYCLING				
2567	06/22/20	WOGIS005 WOGISCH LANDSCAPE						239
20-01013	1	KBG, Memorial & Roosevelt Flds	11,200.00	T-11-55-286-013	Budget		5	1
				PARK AND FIELD MAINTENANCE				
2568	06/22/20	WOGIS005 WOGISCH LANDSCAPE						239
20-01014	1	KBG Grass Aeration	1,200.00	T-11-55-286-013	Budget		6	1
				PARK AND FIELD MAINTENANCE				
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		
		Checks:	8	0	15,112.00	0.00		
		Direct Deposit:	0	0	0.00	0.00		
		Total:	8	0	15,112.00	0.00		
12OPENSACE OPEN SPACE								
1698	06/22/20	JOYSF005 JOY'S FARM & GARDEN CENTER						240
20-00940	1	ASSORT PLANTS- BEAUTIFICATIONS	319.38	T-12-55-286-000	Budget		3	1
				RESERVE FOR OPEN SPACE EXPENDITURES				
20-00940	2	ASSORT PLANTS- BEAUTIFICATIONS	215.00	T-12-55-286-000	Budget		4	1
				RESERVE FOR OPEN SPACE EXPENDITURES				
20-00940	3	ASSORT PLANTS- BEAUTIFICATIONS	465.78	T-12-55-286-000	Budget		5	1
				RESERVE FOR OPEN SPACE EXPENDITURES				
			<u>1,000.16</u>					
1699	06/22/20	MASER005 MASER CONSULTING, P.A.						240
20-00388	3	2017 Grant Project #19005094A	2,568.00	T-12-55-286-000	Budget		1	1
				RESERVE FOR OPEN SPACE EXPENDITURES				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/ Void Contract	Ref Seq	Ref Num	
PO #	Item	Description						Acct	
12	OPENSACE	OPEN SPACE	Continued						
1699	MASER CONSULTING, P.A.	Continued							
20-00388	4	2017 Grant Project #19005094A	387.00	T-12-55-286-000	Budget		2	1	
				RESERVE FOR OPEN SPACE EXPENDITURES					
			<u>2,955.00</u>						
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
		Checks:	2	0	3,955.16	0.00			
		Direct Deposit:	0	0	0.00	0.00			
		Total:	2	0	3,955.16	0.00			
13	PAYROLL	PAYROLL							
82	06/16/20	LOCAL108 LOCAL #108 RWDSU AFL-CIO						236	
20-01056	1	JUNE 15 2020 DPW DUES	267.26	T-13-55-286-501	Budget		1	1	
				DPW UNION DUES					
83	06/16/20	PBA201 PBA LOCAL #201						236	
20-01057	1	PBA DUES JUNE 15, 2020	795.00	T-13-55-286-502	Budget		2	1	
				PBA/SOA DUES					
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
		Checks:	2	0	1,062.26	0.00			
		Direct Deposit:	0	0	0.00	0.00			
		Total:	2	0	1,062.26	0.00			
16	ESCROW	ESCROW							
2084	06/22/20	COSTA015 ROBERT COSTA						241	
20-00949	1	NEW BRIDGE LANDING 1302/3	1,575.00	T-16-55-286-000	Budget		1	1	
				RESERVE FOR EXPENDITURES					
2085	06/22/20	COSTA015 ROBERT COSTA						241	
20-01064	1	NEW BRIDGE LANDING 1302/3	840.00	T-16-55-286-000	Budget		2	1	
				RESERVE FOR EXPENDITURES					
2086	06/22/20	COSTA015 ROBERT COSTA						241	
20-01065	1	SOIL MOVEMENT PERMIT 506/26	250.00	T-16-55-286-000	Budget		3	1	
				RESERVE FOR EXPENDITURES					
2087	06/22/20	COSTA015 ROBERT COSTA						241	
20-01066	1	SOIL MOVEMENT PERMIT 1001/2	250.00	T-16-55-286-000	Budget		4	1	
				RESERVE FOR EXPENDITURES					
2088	06/22/20	COSTA015 ROBERT COSTA						241	
20-01067	1	SOIL MOVEMENT PERMIT 903/1	250.00	T-16-55-286-000	Budget		5	1	
				RESERVE FOR EXPENDITURES					
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
		Checks:	5	0	3,165.00	0.00			
		Direct Deposit:	0	0	0.00	0.00			
		Total:	5	0	3,165.00	0.00			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
18RECTRUST		RECREATION TRUST							
5494	06/11/20	BOELEC05 BOROUGH OF RIVER EDGE					234		
20-01012	1	May CommunityPass Fees	107.18	T-18-55-286-001	Budget		1	1	
				TENNIS					
5495	06/11/20	JOOIN005 JOOIN UM					234		
20-01042	1	REFUND FOR TENNIS	180.00	T-18-55-286-001	Budget		3	1	
				TENNIS					
5496	06/11/20	TURAT005 TURAT MURZAKMAT					234		
20-01041	1	REFUND FOR TENNIS	180.00	T-18-55-286-001	Budget		2	1	
				TENNIS					
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
		Checks:	3	0	467.18	0.00			
		Direct Deposit:	0	0	0.00	0.00			
		Total:	3	0	467.18	0.00			
Report Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>			
		Checks:	108	0	273,611.58	0.00			
		Direct Deposit:	0	0	0.00	0.00			
		Total:	108	0	273,611.58	0.00			

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund	0-01	236,197.98	0.00	0.00	236,197.98
General Capital Fund	C-04	12,566.00	0.00	0.00	12,566.00
Grant Fund	G-02	1,086.00	0.00	0.00	1,086.00
Trust Other	T-11	15,112.00	0.00	0.00	15,112.00
Open Space	T-12	3,955.16	0.00	0.00	3,955.16
Payroll	T-13	1,062.26	0.00	0.00	1,062.26
Developer's Escrow	T-16	3,165.00	0.00	0.00	3,165.00
Recreation Trust	T-18	<u>467.18</u>	<u>0.00</u>	<u>0.00</u>	<u>467.18</u>
Year Total:		23,761.60	0.00	0.00	23,761.60
Total Of All Funds:		<u>273,611.58</u>	<u>0.00</u>	<u>0.00</u>	<u>273,611.58</u>
