

MAYOR AND COUNCIL  
BOROUGH OF CLOSTER

REGULAR MEETING MINUTES – AUGUST 22, 2018 - 7:30 P.M

Mayor Glidden called the meeting to order at 8:43 p.m.

1. PROVISIONS OF OPEN PUBLIC MEETINGS ACT STATEMENT

This meeting is called pursuant to the provisions of the Open Public Meetings Act of the State of New Jersey, was included in the Annual Notice of Meetings which was published in The Record and The Star Ledger on January 6, 2018, was posted on the Municipal Clerk's bulletin board and has remained posted as the required notices under the Statute. In addition, a copy of the notice is and has been available to the public and is on file in the office of the Municipal Clerk.

2. ROLL CALL.

The following persons were present:

Mayor John C. Glidden, Jr.  
Councilpersons Scott Devlin, Alissa Latner, Dolores Witko, Joseph Yammarino and Jannie Chung  
Borough Administrator Arthur Braun Dolson  
Chief Financial Officer, Joseph Luppino  
Borough Attorney Edward T. Rogan  
Borough Clerk, Loretta Castano  
Borough Engineer, Nick DeNicola  
Chief of Police, Dennis Kaine

The following person was not present:

Councilwoman Victoria Amitai

3. MAYORAL PRESENTATION(S)

4. PRESENTATION(S)

PRESENTATION: LUSTRON HOUSE (At the Mayor's request, Mr. Pisano made his presentation during the Work Session.)

5. MAYORAL APPOINTMENT(S) TO THE FOLLOWING BOARDS/COMMISSIONS:

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>APPOINTEE</u>	<u>TERM</u>	<u>EXPIRES</u>
<b>Environmental Commission</b>				
Associate Member	<u>Steve Lopez</u> <i>(Non-acceptance of re-appointment)</i>	<u>NO APPOINTMENT</u>	1 Year	31-Dec-18
Associate Member	<u>Shucui Zhu</u> <i>(Non-acceptance appointment)</i>	<u>NO APPOINTMENT</u>	1 Year	31-Dec-18

6a. VOTE ON CONSENT AGENDA ITEMS

Motion to approve the Consent Agenda was made by Councilwoman Latner, seconded by Councilwoman Witko and declared carried by Mayor Glidden upon the affirmative vote of Councilpersons Devlin, Latner, Witko, Yammarino and Chung.

7. RESOLUTION APPROVING CORRECTIVE ACTION PLAN FOR 2017 ANNUAL AUDIT  
(Received from Assistant Chief Financial Officer 8/16/18)

8. RESOLUTION APROVING ISSUANCE OF AD INTERIM PERMIT NO. 3 FOR PLENARY RETAIL CONSUMPTION LIQUOR LICENSE NO. 0207-33-006-009 (CINEMEX)

9. RESOLUTION APROVING ISSUANCE OF AD INTERIM PERMIT NO. 3 FOR PLENARY RETAIL DISTRIBUTION LIQUOR LICENSE NO. 0207-44-008-005 (CLOSTER WINE & SPIRITS, INC.)

10. RESOLUTION AUTHORIZING THE TAX COLLECTOR TO CREDIT THE FOLLOWING ACCOUNT FOR TAX YEAR 2018 DUE TO RECIPROCAL EASEMENT AGREEMENT WITH THE BOROUGH WHICH STIPULATED A PROPORTIONAL 22% TAX ABATEMENT ON THE LAND VALUE FOR PROPERTY USED BY THE BOROUGH IN THE AMOUNT OF \$1,238.01 TO CAEA, LLC (Charles & Elaine Amorosso), BLOCK 1302 LOT 21 (Received from Tax Collector 8/8/18)

CLOSTER MAYOR AND COUNCIL  
 REGULAR MEETING MINUTES – AUGUST 22, 2018 – 7:30 P.M.

11. RESOLUTION AUTHORIZING TAX COLLECTOR TO CANCEL THE FOLLOWING AMOUNTS FROM THE TAX RECORDS FOR THE YEARS 2018/2019 DUE TO A RECIPROCAL EASEMENT AGREEMENT (SECTION 13C) FORMULATED IN SEPTEMBER 1994 FOR THE TROKHAN LAND GROUP, LLC, FOR BLOCK 1302 LOT 13, 3<sup>RD</sup> AND 4<sup>TH</sup> QUARTERS 2018, IN THE AMOUNT OF \$3,096.55 AND 2019 PRELIMINARY TAX TOTALING \$3,018.46 (Received from Tax Collector 8/8/18)
12. RESOLUTION AUTHORIZING THE RECREATION COMMISSION’S LABOR DAY WEEKEND EVENTS AND THE CONSUMPTION OF ALCOHOLIC BEVERAGES DURING CERTAIN LABOR DAY AVTIVITIES PURSUANT TO CHAPTER 67 OF THE CLOSTER CODE (Received from Borough Administrator’s Office 8/9/18)  
 In answer to Borough Attorney, Borough Administrator advised that the Commission received a special license for this event.
13. RESOLUTION AUTHORIZING RECREATION COMMISSION LABOR DAY FIREWORKS DISPLAY (Received from Borough Administrator’s Office 8/9/18)
14. RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN for SHORT TERM RENTAL OF COUNTY OWNED STREET SWEEPER (Received from Borough Administrator’s Office 8/9/18)
15. RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN for THE SHORT TERM EMERGENCY SHARING OF FIRE APPARATUS (Received from Borough Administrator’s Office 8/9/18)
16. RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH BOSWELL ENGINEERING (Boswell File PR-18-8538) TO PROVIDE ENVIRONMENTAL ENGINEERING SERVICES FOR THE MS4 STORMWATER OUTFALL MAPPING - Capital Account C-04-15-188-011-001 (Received from Borough Administrator’s Office 8/9/18)
17. RESOLUTION AUTHORIZING DEPUTY TREASURER TO RELEASE PERFORMANCE BOND #106583392 POSTED BY CHASE BANK on JUNE 7, 2017 RE DEVELOPMENT AGREEMENT FOR CHASE BANK, BLOCK 1607, LOT 1.01/1.02, PER PLANNING BOARD ENGINEER’S E-MAIL DATED AUGUST 3, 2018 (Received from Deputy Treasurer 8/13/18)
18. RESOLUTION MEMORIALIZING THE APPOINTMENT OF DEVON SAMPSON, DEPARTMENT OF PUBLIC WORKS, TO SERVE AS ACTING SUPERINTENDENT FROM MIDNIGHT August 18, 2018 TO MIDNIGHT August 26, 2018 (Received from Borough Administrator’s Office 8/14/18)

MOTIONS

19. MOTION GRANTING APPROVAL FOR JOEYS FUND INC. TO CONDUCT AN ON-PREMISE 50/50 CASH RAFFLE AT THE 4th ANNUAL CHARITY CLASSIC CAR SHOW TO BE HELD AT ST. MARY’S CHURCH, 20 LEGION PLACE, ON SATURDAY, 9/29/18, FROM 11:00 A.M. TO 4 P.M.; DRAWING TO BE HELD AT 2:00 P.M. (RAIN DATE: 10/6/18, FROM 11:00 A.M. TO 4 P.M.)  
 Completed Application filed 8/13/18
20. MOTION GRANTING APPROVAL FOR JOEYS FUND INC. TO CONDUCT AN ON-PREMISE DRAW RAFFLE FOR MERCHANDISE AT THE 4th ANNUAL CHARITY CLASSIC CAR SHOW TO BE HELD AT ST. MARY’S CHURCH, 20 LEGION PLACE, ON SATURDAY, 9/29/18, FROM 11:00 A.M. TO 4 P.M.; DRAWINGS TO BE HELD BETWEEN 12:00 P.M. AND 3:00 P.M. (RAIN DATE: 10/6/18, FROM 11:00 A.M. TO 4 P.M.) Completed Application filed and appropriate fees paid 8/13/18
21. MOTION APPROVING THE FOLLOWING MINUTES – NO ABSTENTIONS:
  - a. REGULAR MEETING HELD AUGUST 8, 2018
  - b. WORK SESSION HELD AUGUST 8, 2018
22. MOTION APPROVING THE FOLLOWING APPOINTMENTS TO BOARDS AND COMMISSIONS NOT MADE AT THE REORGANIZATION MEETING HELD 1/2/18 (Not made to date):

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>APPOINTEE</u>	<u>TERM</u>	<u>EXPIRES</u>
<b>Food and Assistance Board</b>				
Member	<u>Katie McDermott</u>	<u>NO APPOINTMENT</u>	2 Years	31-Dec-19
Member	<u>VACANT</u>	<u>NO APPOINTMENT</u>	2 Years	31-Dec-19

23. MOTION APPROVING THE FOLLOWING APPOINTMENTS TO BOARDS AND COMMISSIONS:

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>APPOINTEE</u>	<u>TERM</u>	<u>EXPIRES</u>
<b>Historic Preservation Commission</b>				
Alternate No. 2	<u>Ellen Lutvak</u> <i>(Declined appointment)</i>	<u>NO APPOINTMENT</u>	2 Years	31-Dec-19
<b>Improvement Commission</b>				
Member	<u>Andrew Albaum</u> <i>(Non-acceptance of re-appointment)</i>	<u>NO APPOINTMENT</u>	2 Years	31-Dec-19

23a. MOTION GRANTING APPROVAL FOR NEW YORK CYCLE CLUB, INC. TO CONDUCT CHARITABLE BICYCLE RIDE “ESCAPE NEW YORK” PARTIALLY THROUGH THE BOROUGH ON SATURDAY, 9/22/18, FROM APPROXIMATELY 7:30 A.M. UNTIL 5:00 P.M. (Approval received from Risk Management Consultant 8/20/18)

23b. MOTION APPROVING VELOCITY, COLUMBIA’S CHARITY BIKE RIDE TO END CANCER, BENEFITING COLUMBIA UNIVERSITY MEDICAL CENTER AND THE HERBERT IRVING COMPREHENSIVE CANCER CENTER, PARTIALLY THROUGH THE BOROUGH ON SATURDAY, 10/7/18, BETWEEN THE HOURS OF 11 A.M. AND 2:15 P.M., PER ROUTE MAPS ATTACHED (9. M.L. 8/16/18/Approval received from Risk Management Consultant 8/22/18)

24. REPORTS  
 (None received at the time of preparation of this Agenda)

6b. VOTE ON ITEMS REMOVED FROM THE CONSENT AGENDA

25. OPEN MEETING TO PUBLIC FOR ANY MATTER, PER N.J.S.A. 10:4-12 (a)  
 (Subject to 5-minute limit per By-Laws General Rule No.11)

Mayor Glidden opened the meeting to the public. No one wishing to be heard, Mayor Glidden closed the meeting to the public.

26. ANY OTHER MATTER WHICH MAY COME BEFORE THE GOVERNING BODY

At this time, Chief Financial Officer referred to (Consent Agenda Item No. 7) the Corrective Action Plan and explained there were issues with the Developers Trust accounts reconciliation which has not taken place in a number of years. This is an ongoing clean up of the trust and there was an issue with the timing of the outside engineering release of escrows to different applicants. Borough Administrator noted that once the application is complete, it is necessary to obtain the final invoice from the professionals before an approval can be issued. Chief Financial Officer said he would be meeting with Mr. Peters and the Borough Administrator to implement a plan to rectify the situation before the end of the year.

Relative to the Parking Reserve, same has been filed with the State for the necessary approval after it was corrected. Borough Administrator said the money in the reserve can be used for a street on the east side of town which could be enhanced and provide 18 parking spaces which could access the bus stop across the street.

Relative to the Swim Club Reserve, research will need to be done regarding the monies held by the Borough which were posted by members of the Swim Club. The issue is to return the money or designate same as part of the remediation of the property. Borough Attorney said at the time the Swim Club closed, the Board of Trustees was holding money; and because people were not joining the Club, the Board did not keep up with the loss of people. At the time the Swim Club closed and the property was turned over to the Borough, there was money being held but was not sufficient to return to the people it was owed. Rather than pro-rate it, they turned the money and the property over to the Borough; and same has been sitting in a trust account. It is not technically tax dollars but it is money from bond holders. There is not enough to give back dollar for dollar; and Borough Administrator noted that it was approximately \$39 per person. Borough Attorney said a listing of the bond holders was submitted at the time of closing of the Club.

Chief Financial Officer said that the Borough Administrator and Deputy Chief Financial Officer sent a letter to the Department Heads relative to the proper purchasing procedure so that goods would not be ordered before a requisition is submitted. Borough Administrator explained that it is basically the Commissions causing the problem. He said that his office took over the Hoe Down which was successful; and hopes that the Fall Festival will be equally successful. Chief Financial Officer referred to the \$244 difference in the dog licensing fees; and explained that the Borough Administrator has volunteered to provide more oversight of the department to insure that everything is reconciled. Borough Administrator informed there is a failure in the program to carry balances forward in addition to the employee transition in the department last year.

CLOSTER MAYOR AND COUNCIL  
REGULAR MEETING MINUTES – AUGUST 22, 2018 – 7:30 P.M.

At this time, Mayor Glidden read an e-mail from Susan McTigue relative to voting machines being far from secure and the need to switch to a system that provides a veritable paper trail which should be a priority. She urged the Borough to take a stand by having a substantial number of Vote By Mail applications available and publicize same. The State has been given \$10 million to help secure the voting system. The County Clerk has not encouraged paper ballots because they take up too much storage space. Councilwoman Witko noted that the voters do not understand the Vote By Mail system; and Councilwoman Chung asked Mayor Glidden to include same in his newsletter. Borough Clerk said the applications are available in her office and she explained that each voting machine at the end of the election night prints out a result strip evidencing the votes cast, and they are brought to the County Election offices for review. The Chief Financial Officer informed that the County is looking into getting new machines. Borough Administrator voiced his understanding that when a voter signs up for an absentee ballot, his/her name is removed from the voter list at the polling place; and if a person applies for an absentee ballot and changes his/her mind, they cannot vote at the polling place.

Motion approving the following Resolution at 9:05 p.m. was made by Councilwoman Latner, seconded by Councilwoman Chung and declared carried by Mayor Glidden upon the affirmative vote of Councilpersons Devlin, Latner, Witko, Yammarino and Chung.

- 26a. OMNIBUS OPEN PUBLIC MEETINGS ACT RESOLUTION authorizing the governing body pursuant to N.J.S.A. 10:4-12 to exclude the public from the next portion of the meeting in order to permit the governing body to discuss per N.J.S.A. 10:4-12(b)(8) “A matter involving public employees”; and that the items under discussion in the closed meeting would be disclosed to the public at the conclusion of the matters which should be within 8-12 weeks.

Mayor Glidden resumed the Regular Meeting at 9:44 p.m.

27. ADJOURNMENT

Motion to adjourn the Regular Meeting at 9:44 p.m. was made by Councilwoman Latner, seconded by Councilwoman Witko and declared unanimously carried by Mayor Glidden.

Provided to the Mayor and Council on  
September 6, 2018 for approval at the  
Regular Meeting to be held  
September 12, 2018

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Loretta Castano, RMC  
Borough Clerk

Prepared by Carol A. Kroepke, RMC  
utilizing recording and Borough Clerk's  
notes

Approved at the Regular Meeting held September 12, 2018  
Consent Agenda Item No. 18a

## BOROUGH OF CLOSTER RESOLUTION

**WHEREAS**, the Director of the Division of Local Government Services has formally directed all municipalities and counties to adopt a Corrective Action Plan as part of their annual audit process; and

**WHEREAS**, this Corrective Action Plan shall be submitted to the Director of the Division of Local Government Services within 60 days from receipt of the annual audit and it shall be kept on file with the Municipal Clerk; and

**WHEREAS**, this plan shall cover all audit findings and recommendations as well as the status of prior year findings and recommendations and be prepared in accordance with the Single Audit Act, Federal and State Office of Budget Management Circulars and applicable Local Finance Notices,

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Borough of Closter hereby approve the below Corrective Action Plan for the 2017 Audit; and

**BE IT FUTHER RESOLVED** that a certified copy of this resolution be forwarded to the Director of Local Government Services.

### CORRECTIVE ACTION PLAN

#### Finding 2017-1 and 2016-1

*The Borough review its procedures relating to the developer's trust to ensure that the respective escrow balances are refunded in a timely manner.*

#### **Recommendation by Auditor:**

The Borough review its procedures relating to developer's trust to ensure that the respective escrow balances are refunded in a timely manner.

#### **Corrective Action Plan:**

The CFO, Borough Administrator and Land Use Office will develop a policy to reconcile the builder's escrow account to ensure that the balances are returned to the respective applicants on a timely manner.

**Implementation Date:** September 2018

#### Finding 2017-2 and 2016-4

*All Trust Fund reserves be reviewed and approval to expend dedicated funds be obtained from the Division of Local Government Services or balances be transferred to the Current Fund.*

#### **Recommended by Auditor:**

The Borough will review its Trust Reserves and approval to expend dedicated funds to be obtained from the Division of Local Government Services.

#### **Corrective Action Plan:**

The CFO and Administrator will review with the Borough Attorney the requirements for the Swim Club Reserves with possible use of funds in the remediation of the Closter Swim Club. For the Parking Reserve, the Assistant CFO filed a dedication by rider with the DLGS.

**Implementation Date:** September 2018

#### Finding 2017-3 and 2016-5

*There were instances where purchase orders were not created until the goods and services or invoices were received from the vendor.*

#### **Recommendation by Auditor**

Purchase orders be encumbered prior to the ordering of goods or services.

#### **Corrective Action Plan:**

The Borough Administrator and Assistant CFO will enforce with the department heads and borough employees that prior to ordering any goods and services, a purchase order encumbering funds be obtained prior to the ordering of the goods and services.

**Implementation Date:** August 2018

**Finding 2017-4**

*The Borough incorrectly reported the dog licenses/tags issued on its March and May report to the State resulting in an overpayment of \$244.20 to the State.*

**Recommendation by Auditor:**

Greater care be taken in the preparation of dog license reports.

**Corrective Action Plan:**

The Administrator will administer more oversight over the Office of the Registrar/Licensing Official. In addition, the dog licensing report will be reviewed by the Finance office prior to submission.

**Implementation Date:** September 2018

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino		X	X			
Councilwoman Chung			X			
Councilwoman Amitai					X	

Adopted: August 22, 2018

Attest:

Approved:

  
 \_\_\_\_\_  
 Loretta Castano, Borough Clerk

  
 \_\_\_\_\_  
 John C. Glidden, Jr., Mayor

*C/ Admin  
 CF 8/23/18*

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held August 22, 2018.

\_\_\_\_\_  
Loretta Castano, Borough Clerk

**BOROUGH OF CLOSTER  
COUNTY OF BERGEN, NEW JERSEY**

**RESOLUTION NO. 3  
AUTHORIZING THE ISSUANCE OF AN AD INTERIM PERMIT**

WHEREAS, the Liquor Licenses within the Borough of Closter expire on June 30<sup>th</sup> of each year; and

WHEREAS, certain Licensees have applied for renewal but have been unable to obtain a Tax Clearance Certificate from the Division of Taxation; and

WHEREAS, the Licensees may apply for a temporary permit to continue operation under the Liquor License pending receipt of the Tax Clearance Certificate;

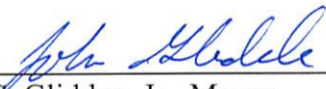
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Closter that the Borough of Closter does not object to the issuance of an Ad Interim Permit to the following Licensee:

<u>LICENSEE</u>	<u>LICENSE NO.</u>
CINEMEX NJ, LLC t/a CMX 130 Vervalen Street	0207-33-006-009

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino		X	X			
Councilwoman Chung			X			
Councilwoman Amitai					X	

Adopted: August 22, 2018

**APPROVED:**

  
 \_\_\_\_\_  
 John C. Glidden, Jr., Mayor

**ATTEST:**

  
 \_\_\_\_\_  
 Loretta Castano, Borough Clerk

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held August 22, 2018.

\_\_\_\_\_  
 Loretta Castano, Borough Clerk

**BOROUGH OF CLOSTER  
COUNTY OF BERGEN, NEW JERSEY**

**RESOLUTION NO. 3  
AUTHORIZING THE ISSUANCE OF AN AD INTERIM PERMIT**

WHEREAS, the Liquor Licenses within the Borough of Closter expire on June 30<sup>th</sup> of each year; and

WHEREAS, a certain Licensee, holding License No. 0207-44-008-004 has properly applied for renewal, has received Tax Clearance from the Division of Taxation on May 15, 2018 and has paid renewal fees to the Division of Alcoholic Beverage Control on April 24, 2018 and the Borough of Closter on May 7, 2018; and

WHEREAS, a Change in Corporate Structure was filed with the Borough and sent to the Division of Alcoholic Beverage Control and provided to the Detective Bureau for review and approval on November 20, 2017; and

WHEREAS, the paperwork for completion of the Change in Corporate Structure has not yet been approved by the Police Department; and

WHEREAS, good faith efforts have been made on the part of the Licensee to clarify the required paperwork for the completion of the investigation regarding the Change in Corporate Structure; and

WHEREAS, the Licensee may apply for a temporary permit to continue operation under the Liquor License pending receipt of approval from the Police Department regarding the Change in Corporate Structure, at which time the governing body may act upon the renewal for the 2018-2019 License Term;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Closter that the Borough does not object to the issuance of an Ad Interim Permit to the following Licensee:

<u>LICENSEE</u>	<u>LICENSE NO.</u>
Closter Wine & Spirits, Inc. t/a Gary's Wine 67 Vervalen Street (Closter Plaza)	0207-44-008-004

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino		X	X			
Councilwoman Chung			X			
Councilwoman Amitai					X	

Adopted: August 22, 2018

**APPROVED:**

  
 \_\_\_\_\_  
 John C. Glidden, Jr., Mayor

**ATTEST:**

  
 \_\_\_\_\_  
 Loretta Castano, Borough Clerk

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held August 22, 2018.

\_\_\_\_\_  
 Loretta Castano, Borough Clerk



**BOROUGH OF CLOSTER  
RESOLUTION**

**WHEREAS**, the Borough of Closter has entered into a reciprocal easement agreement, which stipulated a proportional **(22%)** tax abatement on the **land value** for property used by the Borough.

**THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Closter, County of Bergen, New Jersey that the Tax Collector is authorized to **credit** this account for Tax Year **2018** as follows:

<u>NAME</u>	<u>BLOCK</u>	<u>LOT</u>	<u>AMOUNT</u>
CAEA, LLC	1302	21	\$1,238.01

(Charles & Elaine Amorosso)

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino		X	X			
Councilwoman Chung			X			
Councilwoman Amitai					X	

ADOPTED: August 22, 2018

ATTEST:

  
 \_\_\_\_\_  
 Loretta Castano, Borough Clerk

APPROVED:

  
 \_\_\_\_\_  
 John C. Glidden, Jr., Mayor

Certified to be a true copy of Resolution adopted by the Mayor and Council held August 22, 2018.

\_\_\_\_\_  
 Loretta Castano, Borough Clerk

**BOROUGH OF CLOSTER  
RESOLUTION TO CANCEL TAXES RECEIVABLE**

**WHEREAS**, certain 3rd and 4th Quarters **2018** Taxes in the amount of **\$3,096.55** and the **2019** Preliminary Tax totaling **\$3,018.46** on Block **1302**; Lot **13** assessed to **The Trokhan Land Group, LLC**, and

**WHEREAS**, the Borough of Closter has entered into a **reciprocal easement agreement** (Section 13C) formulated in September, 1994 which stipulated proportional tax abatements for property to be used by the Borough; and

**WHEREAS**, the size of the property has been calculated to be 117 feet by a variable amount with an assessed value of that portion to be \$271,200.00; and

**WHEREAS**, the Borough is utilizing the total property;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Closter, County of Bergen, New Jersey that the **Tax Collector** is hereby authorized to **cancel these amounts from the tax records for the year 2018/2019.**

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino		X	X			
Councilwoman Chung			X			
Councilwoman Amitai					X	

**Adopted:** August 22, 2018

ATTEST:

APPROVED:

  
Loretta Castano, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held August 22, 2018.

\_\_\_\_\_  
Loretta Castano, Borough Clerk

**BOROUGH OF CLOSTER**

**RESOLUTION AUTHORIZING THE RECREATION COMMISSION'S LABOR DAY WEEKEND EVENTS AND THE CONSUMPTION OF ALCOHOLIC BEVERAGES DURING CERTAIN LABOR DAY ACTIVITIES PURSUANT TO CHAPTER 67 OF THE CLOSTER CODE**

**WHEREAS**, via communication dated July 26, 2018 from Jim Oettinger, Director, Recreation Commission, permission was requested to conduct a series of events on Labor Day weekend and to serve beer at certain activities; and

**WHEREAS**, the communication, which included a list of scheduled events, appeared on August 8, 2018 mail list and was discussed at the public meeting held on August 8, 2018; and

**WHEREAS**, the Director has also requested permission for Northern Comfort Hospitality Group, 22 Greenbush Rd., Tappan, NY (dba NoCo Catering) to be present and requested permission from the Governing Body to allow beer to be consumed by adults at certain events; and,

**WHEREAS**, pursuant to Chapter 67 of the Borough Code, the Mayor and Council may by Resolution permit the possession or consumption of alcoholic beverages in a designated park or quasi-public place in connection with specific events or series of events which have been authorized by the Governing Body; and,

**WHEREAS**, pursuant to Chapter 67, the Borough Administrator is authorized to grant a permit allowing the possession or consumption of beer only between the hours of 12:00 noon and 10:30 p.m. in connection with said specific event(s); and

**WHEREAS**, the Governing Body expressly authorizes the series of events and Northern Comfort Hospitality Group, (dba NoCo Catering) as outline in the aforementioned communication from the Recreation Commission Director.; and

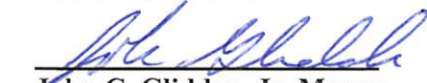
**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Closter, County of Bergen, State of New Jersey that the events outlined by the Recreation Commission are hereby authorized and the legal consumption of beer pursuant to the provisions of Chapter 67 of the Code is hereby permitted at the Recreation Commission's authorized events taking place during Labor Day Weekend 2018; and

**BE IT FURTHER RESOLVED** that the Borough Administrator is authorized to issue a permit for same pursuant to the provisions of Chapter 67 of the Code.

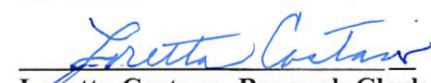
COUNCILPERSON	MOTION	SECOND	YES	NO	ABSENT	ABSTAIN
Councilwoman Amitai					X	
Councilwoman Chung			X			
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino		X	X			

Adopted: August 22, 2018

**APPROVED BY:**

  
John C. Glidden, Jr. Mayor

**ATTEST:**

  
Loretta Castano, Borough Clerk

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter on August 22, 2018.

\_\_\_\_\_  
Loretta Castano, Borough Clerk

# Closter Recreation Commission

Po Box 143 Closter, NJ 07624

Jim Oettinger, Director

7/26/18

To: Honorable Mayor Glidden and Distinguished Council Members

From: Jim Oettinger

RE: Labor Day Festivities 2018

On behalf of the Recreation Commission I would like to ask the Mayor and Council to hold the following events on Labor Day Weekend:

Friday August 31st	7pm	Coaches Association Picnic (already approved)
Saturday Sept 1st	11:00am	21 <sup>st</sup> Annual 4 person Volleyball tournament
Saturday Sept 1st	7:30pm	Waldwick Band
Raindate		Waldwick Band Friday Sept 8th
Sunday Sept 2nd	9:30am	37 <sup>th</sup> Annual Dom Mircovich Memorial 5K run (Kids fun run starts at 9:00am)
Sunday Sept 2nd	7:30pm	3rd annual Movie Night Under the Stars
Raindate		Friday September 7 <sup>th</sup> , 7:30pm.

Monday Sept 3<sup>rd</sup>  
12:30pm 58<sup>th</sup> Annual Labor day Field day events featuring the following: Magic Show, Kids rides, Pony Rides, Food and Drinks concession, Beer Truck –(contingent upon receiving approval from the state liquor authority) , two concerts, annual Recreation awards, Fireworks beginning approximately at 9pm depending upon darkness. All events above also contingent upon receiving proper insurance and approval from JIF authority.

**Rain date for Labor Activities would be Saturday September 8th beginning at 1:00pm**

Thank you for your consideration of these requests; you are all invited to the Coaches picnic on Friday night. Hope you can all make it.

CC: Chief Dennis Kaine  
DPW Superintendent William Dahle

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF ALCOHOLIC BEVERAGE CONTROL  
PO BOX 087, TRENTON, NJ 08625-0087

PERMIT NUMBER: 63316  
SOCIAL AFFAIR PERMIT  
DATE ISSUED: 08/10/2018  
EXPIRATION DATE: 09/08/2018  
FEES: \$150.00

PERMITTEE: CLOSTER COACHES ATHLETIC ASSOCIATION

TYPE OF EVENT: CLOSTER LABOR DAY FESTIVAL -TOWN DAY  
LOCATION NAME/DESCRIPTION: CLOSTER MEMORIAL PARK  
EVENT LOCATION: 250 HARRINGTON AVENUE  
CLOSTER, NJ 07624  
USA

DATES/HOURS OF EVENT: 09/03/2018 12:00 PM TO 9:00 PM  
RAIN DATES/HOURS: 09/08/2018 12:00 PM TO 9:00 PM

TO SELL ALCOHOLIC BEVERAGES BY THE GLASS OR OTHER OPEN RECEPTACLES AT THE ABOVE-CAPTIONED EVENT TO BE CONDUCTED BY THE PERMITTEE, BUT FOR IMMEDIATE CONSUMPTION ON SAID PREMISES ONLY. ALL ADVERTISEMENTS RELATED TO THE CONDUCT OF THIS AFFAIR, INCLUDING TICKETS, MUST INCLUDE THE PERMIT NUMBER. THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PERMITTED PREMISES.

THIS PERMIT IS CONDITIONED THAT THE PERMITTEE SHALL NOT SELL, SERVE OR DELIVER, OR ALLOW, PERMIT OR SUFFER THE SALE, SERVICE OR DELIVERY OF ANY ALCOHOLIC BEVERAGE, DIRECTLY OR INDIRECTLY TO, OR CONSUMPTION BY ANY PERSON UNDER THE LEGAL AGE TO CONSUME ALCOHOLIC BEVERAGES, NOR TO ANY PERSON WHO IS ACTUALLY OR APPARENTLY INTOXICATED. SELF SERVICE BY CONSUMERS IS STRICTLY PROHIBITED UNDER THE TERMS OF THIS PERMIT. SERVICE OF ALCOHOLIC BEVERAGES TO CONSUMERS MUST BE MADE AND SUPERVISED BY AUTHORIZED STAFF OF THE PERMITTEE. THE PERMITTEE SHALL MAINTAIN ADEQUATE STAFF TO MONITOR EACH DELIVERY OF AN ALCOHOLIC BEVERAGE TO PREVENT SERVICE TO INTOXICATED OR UNDERAGE INDIVIDUALS.

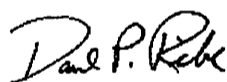
PERMITTEE MAY PURCHASE ALCOHOLIC BEVERAGES FOR USE AT THE PERMITTED AFFAIR ONLY FROM LICENSED NEW JERSEY WHOLESALERS OR RETAILERS WHOSE LICENSE PRIVILEGE PERMITS THE SALE OF PACKAGE GOODS FOR OFF-PREMISES CONSUMPTION, EXCEPT THE PERMITTEE, IF A CLUB LICENSEE, MAY USE ITS OWN INVENTORY FOR THE CONDUCT OF THIS EVENT. THIS PERMIT IS CONDITIONED THAT ALL ALCOHOLIC BEVERAGES PURCHASED AT WHOLESALE AND NOT CONSUMED AT THIS AFFAIR MUST BE RETURNED TO THE WHOLESALER.

PERMITTEE MAY RECEIVE DELIVERY OF THE AFOREMENTIONED ALCOHOLIC BEVERAGES SUBSEQUENT TO ISSUANCE OF THIS PERMIT WITHIN FOUR DAYS PRIOR TO THE AFFAIR EITHER AT THE PREMISES AT WHICH THE AFFAIR IS TO BE HELD OR AT OTHER PREMISES IN THE POSSESSION OR UNDER THE CONTROL OF THE PERMITTEE, AND TRANSPORT SUCH ALCOHOLIC BEVERAGES THROUGH ANY DULY LICENSED TRANSPORTER IN THE STATE OF NEW JERSEY, OR IN ANY VEHICLE OWNED OR CONTROLLED BY THE PERMITTEE, PROVIDED THAT THIS PERMIT OR A COPY THEREOF BE CARRIED BY THE OPERATOR OF SUCH VEHICLE.

THIS PERMIT IS EXPRESSLY SUBJECT TO ALL LIMITATIONS AND CONDITIONS SET FORTH OR HEREAFTER IMPOSED, AND TO ALL RULES AND REGULATIONS PROMULGATED HERETOFORE AND HEREAFTER BY THE DIRECTOR OF THE DIVISION OF ALCOHOLIC BEVERAGE CONTROL. THIS PERMIT MAY BE CANCELED BY THE DIRECTOR OF THE DIVISION OF ALCOHOLIC BEVERAGE CONTROL IN HIS SOUND DISCRETION AT ANY TIME WITHOUT NOTICE, REASON OR CAUSE.

SPECIAL CONDITIONS

- 1 - PERMITTEE MUST USE WRISTBANDS TO IDENTIFY PATRONS OF 21 YEARS OF AGE AND OLDER.
- 2 - ALCOHOL MUST BE CONSUMED IN A CONFINED AREA.
- 3 - LIMIT ONE (2) DRINKS PER TRANSACTION. NO PITCHERS OF ALCOHOLIC BEVERAGES MAY BE SOLD/SERVED.



David P. Rible  
Director

**BOROUGH OF CLOSTER  
COUNTY OF BERGEN**

**RESOLUTION AUTHORIZING RECREATION COMMISSION LABOR DAY  
FIREWORKS DISPLAY**

**WHEREAS**, the Borough of Closter, Closter, New Jersey, has approved the Closter Recreation Commission host the 58<sup>th</sup> Annual Labor Day Weekend; and

**WHEREAS**, the Qualified Purchasing Agent and the Director of the Closter Recreation Commission requested quotes from three (3) vendors. Three (3) vendors submitted quotes to provide the aforementioned services; and

**WHEREAS**, the lowest responsible quote was obtained from International Fireworks Mfg. Co., P.O. Box 6, Sycamore Rd., Douglassville, PA 19518, in the amount of fourteen thousand five hundred dollars (\$14,500.00), (copy attached hereto as EXHIBIT A): and

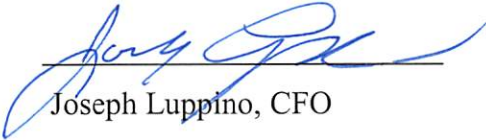
**WHEREAS**, this purchase is in conformance with the requirements promulgated pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and which satisfies the best interests of the Borough; and

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

- 1. The purchase of the fireworks display as outline in the attached quote is hereby awarded to International Fireworks Mfg. Co., P.O. Box 6 Sycamore Rd., Douglassville, PA 19518.


**CERTIFICATE OF AVAILABILITY OF FUNDS**

I, Joseph Luppino, Chief Financial Officer of the Borough of Closter, herby certify pursuant to NJSA 40A:9-140.1, et seq. and NJAC, 5:30.4, that the funds are available to the Borough of Closter, Account T-14-28-370-000-157, for Calendar Year 2018.

  
Joseph Luppino, CFO

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilwoman Amitai					X	
Councilwoman Chung			X			
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino		X	X			

Adopted: August 22, 2018

APPROVED BY:  
  
John C. Glidden, Jr., Mayor

ATTEST:  
  
Loretta Castano, Borough Clerk

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter on August 22, 2018.

  
Loretta Castano, Borough Clerk



# BOROUGH OF CLOSTER

295 Closter Dock Road • Closter, New Jersey 07624  
201-784-0600 • Fax: 201-784-9727 • www.closterboro.com

## QUOTE APPROVAL FORM

ALL PURCHASES OVER \$6,000.00 MUST HAVE A MINIMUM OF THREE QUOTES FROM THREE DIFFERENT VENDORS

REQUESTING DEPARTMENT: Closter Recreation Commission DATE 07/31/18  
DESCRIPTION OF GOODS/SERVICES: Fireworks - Labor Day 2018

### **VENDOR #1**

COMPANY NAME: Grucci, Inc  
CONTACT: Scott Cooper  
ADDRESS: 20 Pinhurst Drive, Bellport NY

AMOUNT: cannot submit quote due to space at display site VERBAL OR ATTACHED WRITTEN (CIRCLE 1)

### **VENDOR #2**

COMPANY NAME: International Fireworks Mfg. Inc  
CONTACT: Geraldine Serpico  
ADDRESS: PO Box 6, 2442 Sycamore Road, Douglasville, PA

AMOUNT: \$14,500.00 VERBAL OR ATTACHED WRITTEN (CIRCLE 1)

### **VENDOR #3**

COMPANY NAME: Garden State Fireworks  
CONTACT: August Santore  
ADDRESS: PO Box 403, Millington NJ

AMOUNT: no reply as of 8/2/18 VERBAL OR ATTACHED WRITTEN (CIRCLE 1)

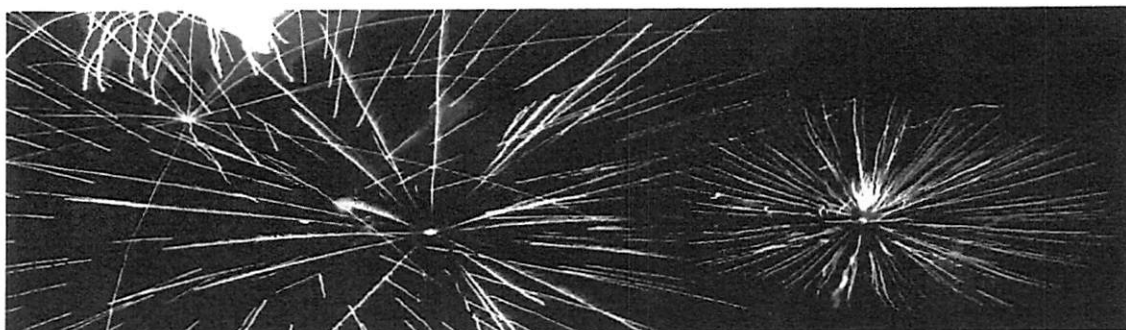
DEPARTMENT HEAD VENDOR RECOMMENDATION: International Fireworks Mfg. Inc.

DEPARTMENT HEAD SIGNATURE: [Signature] DATE: 08/03/18

ADMINISTRATION APPROVAL: [Signature] DATE: 8/3/2018  
~~12/14/17~~

## Show Proposal

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### A Custom Proposal Designed by International Fireworks Manufacturing Company

#### For:

Borough of Closter

#### Dates:

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Program Date:  
9/3/2018

Rain Date:  
9/8/2018

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### Show Proposal Details

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#### Summary:

This Custom Designed Proposal of Approximately 1400 Shots Is Prepared Exclusively For The Borough of Closter!!

Program Cost:  
\$14,500





From: **Scott Cooper** scooper@grucci.com  
Subject: RE: Closter NJ Labor Day Celebration Sept 3, 2018  
Date: August 1, 2018 at 4:23 PM  
To: **Jim Oettinger** closterrecjim@aol.com  
Cc: **Arielle Tallini** atallini@grucci.com

Dear Jim:

On behalf of everyone here at Fireworks by Grucci, I'd like to thank you for your interest in us to produce the fireworks entertainment for the Borough of Closter's 2018 Labor Day celebration.

We have reviewed the program specifications that you had provided. After much consideration we have come to the challenging decision that we cannot submit an offer for your fireworks entertainment. This is due to the space constraints at the display location in relation to the types of effects specifically requested.

We greatly appreciate your consideration and wish you the best of success with your 2018 fireworks celebration!

With many thanks for the consideration,  
Scott

FIREWORKS BY



**Scott Cooper**

*Director of Business Development*

**Fireworks by Grucci, Inc.**

p: 631.286.0088 ext. 111

a: 20 Pinehurst Drive

Bellport, NY 11713

w: [www.grucci.com](http://www.grucci.com) e: [scooper@grucci.com](mailto:scooper@grucci.com)

**From:** Jim Oettinger <closterrecjim@aol.com>  
**Sent:** Tuesday, July 31, 2018 8:23 AM  
**To:** Grucci <grucci@grucci.com>  
**Subject:** Closter NJ Labor Day Celebration

Can I please get a quote with the shells on a display for our town celebration to be held on Monday Sept 3rd (Labor Day) in Closter NJ

the Specs on the show is attached if I can please get a price on this, thank you Jim Oettinger

Jim Oettinger  
Closter Recreation/ Parks Director  
[closterrecjim@aol.com](mailto:closterrecjim@aol.com)

# Leslie Weatherly

**From:** Jim Oettinger <jjotto98@aol.com>  
**Sent:** Thursday, August 02, 2018 11:22 AM  
**To:** Leslie Weatherly Email  
**Subject:** screen shot of quote request sent on 7/30/18

The screenshot shows the contact page for Garden State Fireworks. The header includes the company logo and navigation links: Home, History, Accomplishments, Photos & Videos, and Contact. The main content is divided into three columns. The left column is titled 'Contact Us' and lists contact information for August Santore, including phone, fax, and address. The middle column lists staff members: Frank Santore (Co-Owner), August Santore (Co-Owner), Christopher Santore (Choreographer), Teresa Santore (Pyrotechnic Art & Design), and August Santore Jr. (Consultant). The right column lists: Charles Santore (Special Effects / Videographer), Fran Santore (Business Office Manager), Lucy Alfaro (Assistant Office Manager), and Lisa Papa (DOT Administrator). Below this is a section for 'Offices In:' with links for Florida, Colorado, Nevada, and California. A message form is at the bottom with the text: 'Questions? Send us a message using the form below.' The form has three input fields: 'Your Name (Jim Oettinger)', 'E-mail (jjotto98@aol.com)', and a large text area containing the text: 'Looking to get a quote for our annual Labor Day Celebration held on Monday, Sept 3rd, at 10:00 am. Would you be able to get back to me please this or in 2-3 days?' The form fields are currently empty.

**BOROUGH OF CLOSTER**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN for SHORT TERM RENTAL OF COUNTY OWNED STREET SWEEPER**

**WHEREAS**, the need may arise when a municipality may have the need of loaner equipment services due to mechanical breakdown or budgetary restrictions for which the municipality does not possess the required equipment; and

**WHEREAS**, there is often insufficient time to execute formal agreements to enable the sharing of equipment under such circumstances; and

**WHEREAS**, the County of Bergen has the equipment necessary to provide short term rental of county owned street sweepers; and

**WHEREAS**, by entering into a written agreement with the County Of Bergen whereby the County would rent a County owned street sweeper; and

**WHEREAS**, the Borough of Closter is authorized to enter into share services agreements in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007, c.63 (C.40A:65-1, *et seq.*) and,

**WHEREAS**, County Counsel has prepared a form of Standby Agreement; Shared Services Agreement “FOR THE SHORT TERM RENTAL OF COUNTY OWNED STREET SWEEPER” (“Shared Services Agreement”), a copy of which is annexed to this Resolution; and,

**WHEREAS**, the Shared Services Agreement sets forth the terms under which the County will, subject to availability and the County’s operational needs, provide short term rental of county owned street sweeper to municipalities; and


**NOW THEREFORE, BE IT RESOLVED** by the governing body of the Borough of Closter:

1. The Mayor and Council hereby endorses the proposed Shared Services Agreement, and approves the terms thereof, as annexed to this Resolution.
2. The Mayor or his designee is hereby authorized to sign the Shared Services Agreement for the “SHORT TERM RENTAL OF COUNTY OWNED STREET SWEEPER” and the Municipal Clerk is hereby authorized to attest.
3. The Borough Clerk shall provide a copy of this Resolution to the Borough Administrator and the Superintendent of the Department of Public Works.

COUNCILPERSON	MOTION	SECOND	YES	NO	ABSENT	ABSTAIN
Councilwoman Amitai					X	
Councilwoman Chung			X			
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino		X	X			

Adopted: August 22, 2018

**APPROVED BY:**

  
**John C. Glidden, Jr. Mayor**

**ATTEST:**

  
**Loretta Castano, Borough Clerk**

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter on August 22, 2018.

\_\_\_\_\_  
 Loretta Castano, Borough Clerk

EXHIBIT A



BD Reso  
only

App w. 2 Agt



**-STANDBY AGREEMENT-**

**SHARED SERVICES AGREEMENT  
FOR SHORT TERM RENTAL OF COUNTY OWNED STREET SWEEPER**

**THIS AGREEMENT** is made by and between:

**COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, Fifth Floor, Hackensack, New Jersey 07601-7076 hereinafter referred to as the "County" and

\_\_\_\_\_, a body politic and corporate of the State of New Jersey, with administrative offices located at \_\_\_\_\_, hereinafter referred to as the "Municipality."

**WITNESSETH:**

**WHEREAS**, the County of Bergen owns certain equipment, including a 2006 Elgin/Pelican 3 wheel broom sweeper ("Street Sweeper"); and

**WHEREAS**, subject to the operational needs of the County, the County seeks to make the Street Sweeper available to the municipalities within Bergen County for short term use; and

**WHEREAS**, Municipality wishes ensure its ability to rent the Street Sweeper from the County for use on the Municipality's roads when needed; and

**WHEREAS**, the County and Municipality have determined that by entering into this Shared Services Agreement governing the terms for renting the County's Street Sweeper in advance of Municipality's need to utilize the Street Sweeper, the parties will be able to facilitate the prompt availability of the Street Sweeper at such time as Municipality has a need to utilize it;

**WHEREAS**, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (N.J.S.A. 40A:65-1, *et seq.*).

**WHEREAS**, the County has authorized this agreement by adoption of Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2016; and

**WHEREAS**, the Municipality has authorized this agreement by adoption of Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2016; and

**NOW THEREFORE BE IT AGREED AS FOLLOWS:**

**1. Scope of Services.**

- A. The County agrees to permit the Municipality to utilize the Street Sweeper in accordance with the terms of this Agreement.

- B. It is clearly understood by all the parties concerned that the Street Sweeper must be available to the County for County projects, whenever needed, and that the County is entering into agreements with other Municipalities in the County for rental of the Street Sweeper. Consequently, the Street Sweeper will only be available whenever not in use or scheduled to be used for a County project or another municipality, and it will only be available at the sole discretion of the County's Director of Public Works.
- C. The County anticipates entering into this agreement with several municipalities. Therefore, the Municipality agrees to notify the County as far in advance of the Municipality's need for the Street Sweeper, to permit the County to schedule use among the Municipalities seeking to rent the Street Sweeper.
- D. While the County will make every effort to coordinate rental of the Street Sweeper to ensure maximum availability to any municipality seeking to rent the Street Sweeper, the County shall not be deemed in breach of this agreement, and shall have no liability to the Municipality in the event the Street Sweeper is unavailable on the date(s) Municipality seeks to rent it, either by reason of prior rental or reservation by another Municipality, use by the County, or any other reason.

**2. Term; Termination.**

- A. The term of this Agreement shall commence upon adoption of authorizing resolutions by both the County and the Municipality, and execution by authorized officials of both entities, and shall continue for a period of one year.
- B. This Agreement shall automatically renew for successive one-year terms unless either party notifies the other in writing of intent to terminate.
- C. This Agreement may be terminated by either party upon thirty days' written notice, for any reason, including administrative convenience.
- D. Termination of this Agreement does not relieve the Municipality from any responsibility for defense or indemnification of any claims against the County or the Municipality's obligations for maintenance or repair of the Street Sweeper occasioned by Municipality's use of the Street Sweeper.
- E. The County shall have no liability to the Municipality for any losses or additional costs that may be incurred by the Municipality as a result of the County's termination of this Agreement.

**3. Compensation.**

- A. The County agrees to accept and the Municipality agrees to pay one thousand, five hundred dollars (\$1,500) per week for rental of the Street Sweeper for up to two weeks. The rental fee shall not be prorated for partial weeks (i.e. if the Municipality rents the

Street Sweeper for 1 day, the amount due shall be \$1,500; if the Municipality rents the Street Sweeper for 8 days, the amount due shall be \$3,000).

- B. Notwithstanding the foregoing, if, due to inclement weather or other good cause, the Municipality is unable to complete its street sweeping within 14 days, the Municipality may, with the prior approval of the County, retain the sweeper for an additional two days, (i.e. days 15 and 16) free of charge. If the Municipality requires the Street Sweeper beyond days 15 and 16, and if the County grants permission, the Municipality shall be required to pay the County the one thousand, five hundred dollar (\$1,500) rental fee for the entire third week, and may keep the Street Sweeper for the remainder of the week.
- C. The Municipality agrees to pay the County within 45 days after submission of the invoice by the County to the Municipality.

#### **4. Responsibilities of the Parties.**

- A. When and if the Municipality wishes to rent the Street Sweeper from the County, the Municipality's Contact Person shall submit to the County's Contact Person a written request to rent the Street Sweeper. The request shall include tentative dates on which the Municipality seeks to rent the Street Sweeper. For purposes of this section, the County's Contact Person shall be the Director of the County's Division of Shared Services, unless the County designates another person to be the Contact Person.
- B. The County anticipates entering into this agreement with several municipalities. Therefore, the Municipality agrees to notify the County as far in advance of the Municipality's need for the Street Sweeper, to permit the County to schedule use among the Municipalities seeking to rent the Street Sweeper.
- C. If the County's Contact Person, upon review of the written request, determines that Street Sweeper is available for rental on the dates requested, he or she will notify the Municipality's Contact Person of the Street Sweeper's availability, and coordinate a time for the Municipality to take custody of the Sweeper. If the Street Sweeper is unavailable for the date(s) requested by the Municipality, the County will notify the Municipality accordingly, and attempt to coordinate an alternate date or set of dates for the Municipality to rent the Street Sweeper.
- D. The representative of the Municipality taking custody of the Street Sweeper shall sign a statement prior to removing the Street Sweeper from the Bergen County Department of Public Works located at the Bergen County Annex, 500 Jerome Avenue (mailing address of 220 East Ridgewood Avenue), Paramus, New Jersey, or such other location where the County, in its sole discretion, stores the Street Sweeper, indicating and agreeing to the following:
  - i. The make, model, vehicle identification number, serial number, or other vehicle-specific identification of the Street Sweeper;

- ii. The date on which the Municipality takes custody of the Street Sweeper;
  - iii. The date by which the Street Sweeper will be returned;
  - iv. The rental rate the Municipality will pay to the County pursuant to Section 3, above.
  - v. That the Municipality has inspected the Street Sweeper and independently determined that the Street Sweeper is acceptable for the Municipality's purposes.
- E. The Municipality shall return the Street Sweeper no later than fourteen calendar days thereafter, except as otherwise set forth herein. These dates may be modified by the County's Director of Public Works to accommodate the scheduling needs of the Municipality and the County, and to accommodate unforeseen circumstances such as inclement weather or vehicle breakdown, which may prevent the Municipality from performing street sweeping during the originally scheduled dates.
- F. The Municipality shall take custody of and return the Street Sweeper to the County at the Bergen County Department of Public Works located at the Bergen County Annex, 500 Jerome Avenue (mailing address of 220 East Ridgewood Avenue), Paramus, New Jersey, or such other location where the County, in its sole discretion, seeks to store the Street Sweeper. Under no circumstances shall the County be required to deliver the Street Sweeper to or retrieve the Street Sweeper from another location.
- G. Prior to taking custody of the Street Sweeper, the Municipality shall provide the County with a certificate of insurance meeting the requirements of Paragraph 8, "Insurance," below.
- H. The Municipality agrees that persons assigned to operate the Street Sweeper ("operators") will possess all required licenses to operate the Street Sweeper and will have fulfilled training requirements as well as all New Jersey motor vehicle laws, regulations, and requirements prior to operating said Street Sweeper.
- I. The Municipality agrees to utilize the Street Sweeper in full and complete compliance with all Federal, State, and Local standards and requirements. In the event the County determines that the Municipality has failed to utilize the Street Sweeper in conformance with all Federal, State, and Local standards and requirements, the Municipality shall immediately return the Street Sweeper to the County in the manner directed by the County.
- J. The Municipality shall be responsible for all fueling and routine maintenance of the Street Sweeper during such time as the Street Sweeper is in the Municipality's custody.
- K. The Municipality shall be responsible for inspecting the Street Sweeper before taking custody, and before each operation of the Street Sweeper to ensure the Street Sweeper is in operational condition.



- L. The Municipality shall be responsible for the cost of repairing any damage to the Street Sweeper while the Street Sweeper is in the Municipality's custody and for any equipment maintenance required in connection with the Municipality's use.
- M. In the event that the equipment is damaged during the Municipality's possession of same and/or requires maintenance in connection with the Municipality's use, the County will provide an itemized bill to the Borough and the Municipality will pay same within forty five days of presentment of the itemized bill.
- N. The Municipality shall maintain written records regarding receipt, possession, and maintenance of the Street Sweeper.
- O. The Municipality shall return the Street Sweeper to the County in the same condition as when the Municipality borrowed it.
- P. The Municipality shall return the Street Sweeper to the County with a full tank of fuel.
- Q. The Municipality shall return the Street Sweeper to the County with the hopper emptied.
- R. Notwithstanding any other provision of this agreement, the Municipality will return the Street Sweeper to the County's Department of Public Works upon the County's request within twenty four (24) hours. In such event, the Municipality may either accept a pro rata reduction in the rental fee for the days utilized or, if the County agrees, utilize the balance of the rental period at another time when the Street Sweeper is again available.

**5. Other Agreements.**

The County and the Municipality reserve the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement. Nothing in this Agreement shall prohibit the County from entering into agreements to purchase, maintain, rent, loan, sell, or otherwise dispose of the Street Sweeper to other public or private entities.

**6. Dispute Regarding Payment.**

As provided in N.J.S.A. 40A:65-1, et seq., in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with this Agreement shall be paid. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined agreed to or adjudicated to be less than was actually so paid, the County shall promptly repay the excess.

**7. Risk of Loss; Indemnification.**

The Municipality acknowledges and agrees that County has made no representation regarding the condition of the Street Sweeper, and the Street Sweeper is being loaned strictly in

“as is” and “where is” condition with no warranties, either expressed or implied. The Municipality hereby assumes all risk of damage, injury, liability or loss, including but not limited to damage to any property whatsoever and injury to, or death of, any person whomsoever, occurring by reason of, or in connection with, or as a result of, the Municipality’s use of the Street Sweeper, including any loss occasioned by failure of the Street Sweeper to perform as intended.

The Municipality agrees to defend, indemnify and hold harmless the County, including its officers, employees, volunteers, and agents (“County Indemnified Parties”), from any and all liability and claims for damages or injury to persons or property, including death, caused by, or resulting from, or arising out of this Agreement or any of the obligations assumed by the County or the Municipality hereunder. Specifically included in this obligation is the Municipality’s agreement to defend, indemnify and hold harmless the County Indemnified Parties from any and all claims asserting failure on the part of the County to properly maintain the Street Sweeper, including but not limited to any claim alleging liability based upon any known or unknown defective, malfunctioning, or nonfunctioning part of the Street Sweeper.

The Municipality, upon notice from the County, shall resist and defend, at the expense of the Municipality, such action or proceeding with counsel satisfactory to the County. In addition, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Municipality’s obligation to defend, indemnify, and hold harmless the County, including its officers, employees, and agents, under this paragraph.

The Municipality shall be solely responsible for any and all theft and/or damage which shall be occasioned by the Municipality’s use, or occur while the Street Sweeper is being utilized or in the custody of the Municipality, and all such costs shall be borne solely by the Municipality.

#### **8. Insurance.**

During the term of this Agreement, the Municipality shall maintain workers’ compensation insurance with statutory limits and a minimum of \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability limits, and automobile liability insurance with a minimum liability limit of \$1,000,000.00 Combined Single Limit in full force and effect, covering all employees in the Street Sweeper used in this performance hereunder. In addition, the Municipality shall maintain general liability insurance at limits not less than one million (\$1,000,000.00) dollars covering any claims arising out of the use of the Street Sweeper other than those claims covered by the aforementioned automobile liability insurance. The Municipality shall not take any action to cancel or materially change any of the insurance requirements under this Agreement without the County’s prior written approval of such cancellation or change. The Certificates must provide for thirty (30) days’ notice of cancellation in the event that a Municipality’s policy is cancelled for any reason. The Municipality expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Municipality’s obligations assumed in this Agreement and shall not be construed to relieve the Municipality from liability in excess of such coverage.

It is understood that, while the County of Bergen is the titled owner to the Street Sweeper, the Municipality, being responsible for the operator of the Street Sweeper, will be solely responsible for the provision of motor vehicle liability insurance coverage for the Street Sweeper during such time as the Municipality has custody of the Street Sweeper, with said insurance providing defense and indemnification to the County Indemnified Parties, as Additional Insureds.

**9. Dispute Resolution.**

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to first meet informally. If informal discussion cannot resolve the dispute, the parties agree to pursue mediation prior to commencing court action. Nothing set forth herein shall be construed as relieving the Municipality of returning the Street Sweeper to the County immediately upon demand, regardless of the status of any dispute resolution process.

**10. No Waiver.**

The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

**11. Relationship of the Parties.**

Accept as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.

**12. Notices.**

All notices, demand, consents, approvals, or requests, required or permitted to be given to or served upon the County, shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to the Municipality: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the County:                    Director  
   Bergen County Department of Public Works  
   One Bergen County Plaza  
   Hackensack, NJ 07410

*With a copy to:*                    County Counsel  
   County of Bergen  
   One Bergen County Plaza – Room 580  
   Hackensack, NJ 07601

**13. Miscellaneous.**

This Agreement may only be modified in writing, duly authorized and signed by the County and Municipality. All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to the County Contact or Municipal Contact.

**14. Governing Law.**

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

**15. No Assignment.**

This Agreement may not be assigned by either party without the written consent of the other. Under no circumstances shall the Municipality grant custody of the Street Sweeper to any third party without the express written consent of the County's Director of Public Works.

**16. No Third Party Beneficiaries.**

This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.

**17. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**18. Entire Agreement.**

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

**19. Severability.**

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

**20. Title and Headings.**

Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

**21. Recitals.**

The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

**22. Effective Date.**

This Agreement shall become effective upon passage of an authorizing Resolutions by the Municipality and the County as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., and execution hereof by both the County Executive and the Authorized official of the Municipality.

**[Signature Page(s) to Follow]**



IN WITNESS WHEREOF, the COUNTY OF BERGEN and \_\_\_\_\_  
("Municipality") have executed this SHARED SERVICES AGREEMENT FOR SHORT TERM  
RENTAL OF COUNTY OWNED STREET SWEEPER ("Agreement"), consisting of recitals  
and twenty two enumerated paragraphs on seven pages plus signature page(s), and agree to be  
bound to the terms thereof, as of the Effective Date.

ATTEST:


\_\_\_\_\_

Dated: \_\_\_\_\_


COUNTY OF BERGEN

By: \_\_\_\_\_  
James J. Tedesco, III, County Executive, or  
Julien X. Neals, Acting County Administrator

ATTEST:

  
Letha Cantor  
Dated: August 22, 2018

BOROUGH OF CLOSTER

By:   
Title: Mayor

**BOROUGH OF CLOSTER**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN for THE SHORT TERM EMERGENCY SHARING OF FIRE APPARATUS**

**WHEREAS**, the need may arise when a municipality may have the need of for loaner equipment due to mechanical breakdown or budgetary restrictions for which the municipality does not possess the required equipment; and

**WHEREAS**, there is often insufficient time to execute formal agreements to enable the sharing of equipment under such circumstances; and

**WHEREAS**, the County of Bergen has the equipment necessary to provide a loaner fire truck apparatus for the Borough of Closter; and

**WHEREAS**, by entering into a written agreement with the County Of Bergen whereby the County would provide to Closter with fire apparatus, specifically a loaner fire truck; and

**WHEREAS**, the Borough of Closter is authorized to enter into share services agreements in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007, c.63 (C.40A:65-1, *et seq.*) and,

**WHEREAS**, County Counsel has prepared a form of Shared Services Agreement “FOR THE SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY MUNICIPALITY WITHIN THE COUNTY OF BERGEN” (“Shared Services Agreement”), a copy of which is annexed to this Resolution; and,

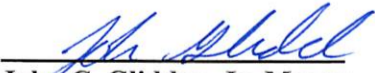
**WHEREAS**, the Shared Services Agreement sets forth the terms under which the County will, subject to availability and the County’s operational needs, provide fire apparatus equipment to municipalities; and


**NOW THEREFORE, BE IT RESOLVED** by the governing body of the Borough of Closter:

1. The Mayor and Council hereby endorses the proposed Shared Services Agreement, and approves the terms thereof, as annexed to this Resolution.
2. The Mayor or his designee is hereby authorized to sign the Shared Services Agreement for the “SHORT TERM EMERGENCY SHARING OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY MUNICIPALITY WITHIN THE COUNTY OF BERGEN” and the Municipal Clerk is hereby authorized to attest.
3. The Borough Clerk shall provide a copy of this Resolution to the Borough Administrator and Chief of the Closter Fire Department

COUNCILPERSON	MOTION	SECOND	YES	NO	ABSENT	ABSTAIN
Councilwoman Amitai					X	
Councilwoman Chung			X			
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino		X	X			

Adopted: August 22, 2018

**APPROVED BY:**  
  
 John C. Glidden, Jr. Mayor

**ATTEST:**  
  
 Loretta Castano, Borough Clerk

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter on August 22, 2018.

\_\_\_\_\_  
 Loretta Castano, Borough Clerk

EXHIBIT A



Chief Lopez  
res. on 14

ADD 2 AGTS



not a work

not a work



**SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING  
OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY  
MUNICIPALITY WITHIN THE COUNTY OF BERGEN**

**THIS AGREEMENT** is made by and between:

**COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, Fifth Floor, Hackensack, New Jersey 07601-7076 hereinafter referred to as the "County" and

**EACH MUNICIPALITY** located within Bergen County signing this agreement, being a body politic and corporate of the State of New Jersey, with administrative offices located at the address set forth on the municipality's respective signature page, hereinafter referred to as the "Municipality."

**WITNESSETH:**

**WHEREAS**, the County of Bergen operates a Fire Academy through the County's Department of Public Safety; and

**WHEREAS**, the County of Bergen owns certain fire apparatus, including ladder vehicles and engines ("Fire Apparatus") used for training firefighters; and

**WHEREAS**, subject to the operational needs of the Fire Academy, the County seeks to make certain Fire Apparatus available to the municipalities within Bergen County on a temporary/emergency basis solely for use as front line fire apparatus; and

**WHEREAS**, Municipality seeks to ensure its ability to utilize the Fire Apparatus on a temporary/emergency basis as front line fire apparatus; and

**WHEREAS**, the County and Municipality have determined that by entering into this Shared Services Agreement governing the terms for borrowing the County's Fire Apparatus in advance of Municipality's need to utilize the Fire Apparatus, the parties will be able to facilitate the prompt availability of the Fire Apparatus at such time as Municipality has a need to utilize it;

**WHEREAS**, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

**WHEREAS**, the County has authorized this agreement by adoption of Resolution No. 1458-15 on December 16, 2015; and

**WHEREAS**, Municipality has authorized this agreement by adoption of the Resolution number set forth on the signature page of this Agreement, adopted on the date set forth therein;

**NOW THEREFORE BE IT AGREED AS FOLLOWS:**

**1. Scope of Services.**

- A. The Municipality agrees to borrow and the County agrees to lend Fire Apparatus from the County for use as front line fire apparatus on an emergent, temporary basis, such as in circumstances of breakdown or destruction of Municipality's firefighting vehicles, in accordance with the terms of this Agreement.
- B. The Parties understand that the County's Fire Apparatus must be primarily available for County use. Therefore, Fire Apparatus will only be available whenever not in use, or scheduled to be used by the County, and, then, it will only be made available at the sole discretion of the Director of the Bergen County Law and Public Safety Institute or a designated representative for short term emergency use as front line fire apparatus.
- C. Because the County has a limited number of Fire Apparatus, and wishes to make Fire Apparatus available to as many municipalities as possible, the Municipality will be permitted to borrow the Fire Apparatus under this Agreement, in the absence of extenuating circumstances, for a period not to exceed eight (8) weeks, free of charge.
- D. In extenuating circumstances, the County may approve a loan of the Fire Apparatus for a period not to exceed twenty four (24) weeks, subject to the fee schedule set forth in Section 4, "Compensation," below.
- E. Because long term borrowing of the Fire Apparatus is anticipated to accelerate the deterioration of the Fire Apparatus, a separately negotiated agreement shall be required for any loan of Fire Apparatus anticipated to exceed twenty four (24) weeks. The Municipality's mayor or administrator and fire chief shall meet with the County Administrator, the County's Director of Public Safety and Director of the Bergen County Law and Public Safety Institute to discuss the terms of such separate agreement, including the length of such loan, and any fees or costs to be imposed for use of the Fire Apparatus.

**2. Responsibilities of the Parties – Operation of the Loaner Program.**

- A. When and if the Municipality wishes to borrow Fire Apparatus from the County, the Municipality's Contact Person shall submit to the County's Contact Person a written request to borrow Fire Apparatus.
- B. The County may adopt a form for the written request. Regardless of whether or not the County adopts such a form, the written request shall contain, at minimum, the following information:
  - i. The piece of Fire Apparatus requested;
  - ii. The reason for the request;

- iii. The use to which the Fire Apparatus will be put;
  - iv. The duration for which the Municipality wishes to borrow the Fire Apparatus. Because the County has a limited number of Fire Apparatus, and wishes to make Fire Apparatus available to as many municipalities as possible, the duration will, in the absence of extenuating circumstances, be limited to eight (8) weeks. In extenuating circumstances, the County may approve ;
  - v. Any other information the Municipality wishes to include with its request;
  - vi. Any other information required by the County, in its discretion, to evaluate the Municipality's request.
- C. If the County, upon review of the written request, determines that the requested Fire Apparatus is available for loan, the County will loan the Fire Apparatus to the Municipality on the following terms:
- i. Prior to taking custody of the Fire Apparatus, the Municipality must provide the County with a certificate of insurance, demonstrating compliance with the insurance requirements below, naming the County, its officers, agents, employees, and volunteers as additional insureds.
  - ii. Prior to taking custody of the Fire Apparatus, the Municipality's Contact Person will sign a statement indicating and agreeing to the following:
    - a. The make, model, vehicle identification number, serial number, or other vehicle-specific identification of the Fire Apparatus being borrowed;
    - b. The date on which the Fire Apparatus will be borrowed;
    - c. The date by which the Fire Apparatus will be returned;
    - d. The daily rate the Municipality will pay to the County for use of the Fire Apparatus for any period exceeding eight (8) weeks, if the County determines that extenuating circumstances warrant such extended loan.
    - e. That the Municipality has inspected the Fire Apparatus and independently determined that the Fire Apparatus is acceptable for the Municipality's purposes. Where the County has advised the Municipality of known recommended repairs or replacement of specific malfunctioning or nonfunctioning parts of the Fire Apparatus, the Municipality has reviewed same, and determined that, notwithstanding such recommended repairs or replacement, the Municipality agrees to take custody of the Fire Apparatus.

- iii. The representative of the Municipality taking custody of the Fire Apparatus shall sign an acknowledgment thereto prior to removing the Fire Apparatus from the grounds of the Fire Academy. This acknowledgment may be included on the statement set forth in paragraph 2(C)(ii), supra.
- iv. The Director of the Bergen County Law and Public Safety Institute may, in writing, agree to permit the Municipality to keep the Fire Apparatus for a period beyond the date set forth on the statement, subject, however, to the County's continuing and overriding right to recall the Fire Apparatus for Fire Academy usage or where the needs of public safety require same, such determination to be made in the sole discretion of the County.
- v. The Municipality agrees that persons assigned to operate the Fire Apparatus ("operators") will possess all required licenses to operate the Fire Apparatus and will have fulfilled training requirements in accordance with standards set forth by the New Jersey State Division of Fire Safety as well as all New Jersey motor vehicle laws, regulations, and requirements prior to operating said Fire Apparatus. A sufficient number of the Municipality's personnel will be trained to comply with this requirement and shall keep current through continuous training courses as necessary.
- vi. The Municipality agrees to utilize the Fire Apparatus in full and complete compliance with all Federal, State, and Local standards and requirements. In the event the County determines that the Municipality has failed to utilize the Fire Apparatus in conformance with all Federal, State, and Local standards and requirements, the Municipality shall immediately return the Fire Apparatus to the County in the manner directed by the County.
- vii. The Municipality shall be responsible for all fueling and routine maintenance of the Fire Apparatus during such time as the Fire Apparatus is in the Municipality's custody. The Municipality shall be liable to the County for any costs incurred by the County as a result of the Municipality's failure to perform or negligent performance of routine maintenance of the Fire Apparatus.
- viii. The Municipality shall be responsible for repairing any damage to the Fire Apparatus or equipment failure occurring while the Fire Apparatus is in the Municipality's custody.
- ix. The Municipality shall maintain written records regarding receipt, possession and regular maintenance of the Fire Apparatus.
- x. The Municipality shall return the Fire Apparatus to the County in the same or better condition than when the Municipality borrowed it.
- xi. The Municipality will return the Fire Apparatus to the County Fire Academy upon the County's request within seven (7) days when the County determines that the

Fire Apparatus is required for Fire Academy use, and within twenty four (24) hours when the County determines that return of the Fire Apparatus is required in the interest of public safety.

- xii. The Municipality will take custody of the Fire Apparatus and return custody of the Fire Apparatus to the County at the Bergen County Fire Academy. Under no circumstances shall the County be required to retrieve the Fire Apparatus from another location.

### **3. Term.**

The term of this Agreement shall commence on the Effective Date, and shall remain in effect for a period of ten years. This Agreement will continue in effect on the terms and conditions provided herein for the full term of the Agreement, unless either Party elects to terminate said Agreement upon thirty (30) days' notice to the other Party. Said election to terminate does not relieve the Municipality from any responsibility for defense or indemnification of any claims against the County or its obligations for maintenance or repair of the Fire Apparatus occasioned by Municipality's use of the Fire Apparatus. The County shall have no liability to the Municipality for any losses or additional costs that may be incurred by the Municipality as a result of the County's termination of this Agreement.

### **4. Compensation.**

- A. Subject to availability, the County agrees to permit the Municipality to borrow the Fire Apparatus free of charge for a period not to exceed eight (8) weeks, and the Municipality agrees to return the Fire Apparatus by the date set forth in the statement described in paragraph 2(C)(ii), *supra*, which the Municipality's Contact Person will sign prior to the Municipality taking custody of the Fire Apparatus.
- B. If the County determines that the Municipality has demonstrated extenuating services justifying the borrowing of the Fire Apparatus for more than eight (8) weeks, but not more than twenty four (24) weeks, the Municipality Agrees to pay the County, and the County agrees to accept payment at the daily rate charged by the County for use of the County Fire Apparatus at the time the Municipality seeks to borrow the County Fire Apparatus.
- C. The daily rates may be increased by the County periodically. The then effective rate shall be set forth in the in the statement described in paragraph 2(C)(ii), *supra*, which the Municipality's Contact Person will sign prior to the Municipality taking custody of the Fire Apparatus. The current daily rates are as follow:
  - a. First eight weeks – No charge, as set forth in Paragraph 4(A), above.
  - b. Ninth through sixteenth weeks – Twenty five dollars (\$25) per day.
  - c. Seventeenth through twenty fourth weeks – Fifty dollars (\$50) per day.

D. The County will provide an invoice to the Municipality on a monthly basis. The Municipality agrees to pay the County within 45 days after submission of the invoice by the County to the Municipality.

**5. Contact Person.**

The Municipality agrees to appoint a person to act as a liaison to serve as the Contact Person between the County and the Municipality in order to support and facilitate the orderly and efficient distribution of Fire Apparatus and related relevant information. The Municipality's Contact Person shall be authorized to sign the statement described in paragraph 2(C)(ii), supra. The County's Contact Person shall be the Director of the Bergen County Law and Public Safety Institute or his designee.

**6. Other Agreements.**

The County and the Municipality reserve the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement. Nothing in this Agreement shall prohibit the County from entering into agreements to purchase, maintain, rent, loan, sell, or otherwise dispose of Fire Apparatus to other public or private entities.

**7. Dispute Regarding Payment.**

As provided in N.J.S.A. 40A:65-1, et seq., in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with this Agreement shall be paid. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined agreed to or adjudicated to be less than was actually so paid, the County shall promptly repay the excess.

**8. Risk of Loss; Indemnification.**

The Municipality acknowledges and agrees that County has made no representation regarding the condition of the Fire Apparatus, and the Fire Apparatus is being loaned strictly in "as is" and "where is" condition with no warranties, either expressed or implied. The Municipality hereby assumes all risk of damage, injury, liability or loss, including but not limited to damage to any property whatsoever and injury to, or death of, any person whomsoever, occurring by reason of, or in connection with, or as a result of, the Municipality's use of the Fire Apparatus, including any loss occasioned by failure of the Fire Apparatus to perform as intended.

The Municipality agrees to defend, indemnify and hold harmless the County, including its officers, employees, volunteers, and agents ("County Indemnified Parties"), from any and all liability and claims for damages or injury to persons or property, including death, caused by, or resulting from, or arising out of this Agreement or any of the obligations assumed by the County or the Municipality hereunder. Specifically included in this obligation is the Municipality's agreement to defend, indemnify and hold harmless the County Indemnified Parties from any and all claims asserting failure on the part of the County to properly maintain the Fire Apparatus,

including but not limited to any claim alleging liability based upon any known or unknown defective, malfunctioning, or nonfunctioning part of the Fire Apparatus.

The Municipality, upon notice from the County, shall resist and defend, at the expense of the Municipality, such action or proceeding with counsel satisfactory to the County. In addition, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Municipality's obligation to defend, indemnify, and hold harmless the County, including its officers, employees, and agents, under this paragraph.

The Municipality shall be solely responsible for any and all theft and/or damage which shall be occasioned by the Municipality's use, or occur while the Fire Apparatus is being utilized or in the custody of the Municipality, and all such costs shall be borne solely by the Municipality.

#### **9. Insurance.**

During the term of this Agreement, the Municipality shall maintain workers' compensation insurance with statutory limits and a minimum of \$ 1,000,000/\$1,000,000/\$1,000,000 Employers Liability limits, and automobile liability insurance with a minimum liability limit of \$1,000,000.00 Combined Single Limit in full force and effect, covering all employees in the Fire Apparatus used in this performance hereunder. In addition, the Municipality shall maintain general liability insurance at limits not less than one million (\$1,000,000.00) dollars covering any claims arising out of the use of the Fire Apparatus other than those claims covered by the aforementioned automobile liability insurance. The Municipality shall not take any action to cancel or materially change any of the insurance requirements under this Agreement without the County's prior written approval of such cancellation or change. The Certificates must provide for thirty (30) days' notice of cancellation in the event that a Municipality's policy is cancelled for any reason. The Municipality expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Municipality's obligations assumed in this Agreement and shall not be construed to relieve the Municipality from liability in excess of such coverage.

It is understood that, while the County of Bergen is the titled owner to the Fire Apparatus, the Municipality, being responsible for the operator of the Fire Apparatus, will be solely responsible for the provision of motor vehicle liability insurance coverage for the Fire Apparatus during such time as the Municipality has custody of the vehicle, with said insurance providing defense and indemnification to the County Indemnified Parties, as Additional Insureds.

#### **10. Dispute Resolution.**

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to first meet informally. If informal discussion cannot resolve the dispute, the parties agree to pursue mediation prior to commencing court action. Nothing set forth herein shall be construed as relieving the Municipality of returning the Fire Apparatus to the County immediately upon demand, regardless of the status of any dispute resolution process.

**11. No Waiver.**

The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

**12. Relationship of the Parties.**

Accept as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.

**13. Notices.**

All notices, demand, consents, approvals, or requests, required or permitted to be given to or served upon the County, shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to the Municipality:            To the address set forth on the signature page of this Agreement.

If to the County:                 Director  
   Bergen County Law and Public Safety Institute  
   281 Campgaw Road  
   Mahwah, NJ 07430

*With a copy to:*                 County Counsel  
   County of Bergen  
   One Bergen County Plaza – Room 580  
   Hackensack, NJ 07601

**14. Miscellaneous.**

This Agreement may only be modified in writing, duly authorized and signed by the County and Municipality. All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to the County Contact or Municipal Contact.

**15. Governing Law.**

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



**16. No Assignment.**

This Agreement may not be assigned by either party without the written consent of the other. Under no circumstances shall the Municipality grant custody of the Fire Apparatus to any third party without the express written consent of the County's Contact Person.

**17. No Third Party Beneficiaries.**

This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.

**18. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**19. Entire Agreement.**

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

**20. Severability.**

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

**21. Title and Headings.**

Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

**22. Recitals.**

The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

**23. Counterparts; Facsimile Signature of County Executive.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Municipality understands and agrees that a copy of this Agreement with the County Executive's original signature shall remain on file with the County. Municipality shall execute a signature page bearing a facsimile/photocopy of the County Executive's signature, and shall accept such facsimile/photocopy of the County Executive's signature as effective and binding upon the County.

**24. Effective Date.**

This Agreement shall become effective upon passage of an authorizing Resolutions by the Municipality and the County as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., and execution hereof by both the County Executive and the Authorized official of the Municipality.

**[Signature page(s) to follow]**

**WHEREAS**, the County has determined that by entering into a Shared Services Agreement governing the terms for borrowing the County's Fire Apparatus in advance of a municipality's need to utilize the Fire Apparatus, the parties will be able to facilitate the prompt availability of the Fire Apparatus at such time as a municipality has a need to utilize it;

**WHEREAS**, the County is authorized to enter into shared services agreements in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

**WHEREAS**, County Counsel has prepared a form of Shared Services Agreement, entitled "SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY MUNICIPALITY WITHIN THE COUNTY OF BERGEN" ("Shared Services Agreement"), a copy of which is annexed to this Resolution, as Exhibit A; and

**WHEREAS**, the Shared Services Agreement sets forth the terms under which the County will, subject to availability, loan Fire Apparatus to municipalities on an emergent, temporary basis, such as in circumstances of breakdown or destruction of a municipality's firefighting vehicles,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS**, upon the recommendation of Ralph Rivera, Director of the Department of Public Safety and Richard Blohm, Director of the Division of Public Safety Education, as follows:

1. The recitals set forth above are incorporated into the body of this resolution as if set forth at length herein.
2. The Board of Chosen Freeholders hereby endorses the County Executive's proposed Fire Apparatus Loaner Program, and approves the terms thereof, as set forth in the Shared Services Agreement annexed to this Resolution as Exhibit A.
3. The County Executive is hereby authorized to sign the Shared Services Agreement in the form annexed as Exhibit A, together with any other documents necessary to implement the Fire Apparatus Loaner Program as set forth therein, the Agreement and all other documents to be in forms approved by County Counsel.



2015

BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS  
RESOLUTION

MUS  
12/16/15

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
DeNicola	✓			
Felice	✓			
Ganz	✓			
Sullivan	✓			
Tanelli	✓			
Zur	✓			
Chairwoman Voss	✓			
<b>TOTALS</b>	7	-	-	-

Resolution No. 1458-15  
 Date: December 16, 2015  
 Page: 1 of 14  
 Department/  
 Division: Public Safety/Public Safety Education  
 Purpose: Authorize Shared Services Agreement  
 for Short Term Emergency Sharing of  
 Fire Apparatus Between the County of  
 Bergen and the Municipalities Within  
 the County of Bergen  
 Account No. \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Dollar Amount: n/a  
 Prepared By: DZ

Offered by: Sullivan  
 Seconded by: Ganz  
 Approved by: DZ

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders  
 on above date at the Regular Meeting by: [Signature]  
Lisa Sciancalepore, Clerk, Board of Chosen Freeholders, Bergen County, New Jersey


WHEREAS, the County of Bergen operates a Fire Academy through the County's  
 Department of Public Safety; and

WHEREAS, the County of Bergen owns certain fire apparatus, including ladder vehicles  
 and engines ("Fire Apparatus") used for training firefighters; and

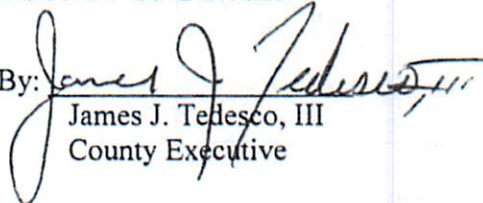
WHEREAS, in furtherance of the County Executive's shared services initiative, the  
 County seeks to establish a program to make certain Fire Apparatus available to the  
 municipalities within Bergen County on a temporary/emergency basis for use as front line fire  
 apparatus when not needed for training purposes ("Fire Apparatus Loaner Program"); and

IN WITNESS WHEREOF, the COUNTY OF BERGEN and the Borough/City/Township/Village of \_\_\_\_\_ ("Municipality") have executed this SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY MUNICIPALITY WITHIN THE COUNTY OF BERGEN ("Agreement"), consisting of recitals and twenty four enumerated paragraphs on ten pages plus signature pages, and agree to be bound to the terms thereof, as of the Effective Date.

ATTEST:


  
Dated: 12/17/15

COUNTY OF BERGEN

By:   
James J. Tedesco, III  
County Executive

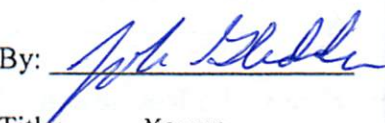
Authorized by Freeholder Resolution No. 1458-15, adopted on December 16, 2015, a copy of which is annexed hereto.

ATTEST:

  
Dated: August 22, 2018

BOROUGH OF CLOSTER

(Name of Municipality)

By:   
Title: Mayor

Authorized by Resolution No. \_\_\_\_\_ of the Municipality, adopted on \_\_\_\_\_, a copy of which is annexed hereto.

All notices to the Municipality pursuant to Paragraph 13, "Notices," shall be sent to the following (to be completed by Municipality):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BOROUGH OF CLOSTER**  
**COUNTY OF BERGEN**

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH  
BOSWELL ENGINEERING (Boswell File PR-18-8538) TO PROVIDE  
ENVIRONMENTAL ENGINEERING SERVICES FOR THE MS4 STORMWATER  
OUTFALL MAPPING  
Capital Account C-04-15-188-011-001**

**WHEREAS**, the Borough of Closter, by resolution dated January 2, 2018, entered into an annual contract with Boswell Engineering for the provision of professional engineering services; and

**WHEREAS**, the New Jersey Department of Environmental Protection (NJDEP) Municipal Stormwater Mapping and Inventory Program, MS4, is required to be submitted to the NJDEP on or before January 1, 2019; and

**WHEREAS**, additional, professional engineering services are required for the preparation of GPS location and mapping services for the Borough of Closter's existing storm water outfall structures; and

**WHEREAS**, Boswell Engineering has offered to provide the additional, engineering services in a revised proposal dated May 3, 2018, copy attached, for an amount not to exceed \$8,300.00; and

**WHEREAS**, N.J.S.A. 40A:11-1 et seq. exempts professional services from certain requirements of public bidding, provided a notice of appointment be printed in a newspaper of general circulation within the municipality; and

**WHEREAS**, N.J.S.A. 19:44A-20.1 et seq., commonly known as the State "Pay to Play" Law took effect on January 1, 2006 and the Borough had fully complied with the "fair and open" process set forth thereunder; and

**WHEREAS**, it is deemed to be in the best interests of the Borough for the Mayor and Council to enter into a contract amendment with and thereby authorizing Boswell Engineering to undertake such additional work and responsibility for an amount not to exceed \$8,300.00; and

**WHEREAS**, the Chief Financial Officer of the Borough of Closter has (by a Certificate of Availability of Funds) certified, pursuant to N.J.S.A. 40A:9-140.1 et seq. and N.J.A.C. 5:30-5.4, that the funds, which are required by the Borough for the retention of Boswell Engineering, are available;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council that it does hereby approve the execution by the Mayor and Borough Clerk of a contract amendment to the Borough's contract with Boswell Engineering under which Boswell Engineering will provide the additional professional services at an amount not to exceed \$8,300.00; and

**BE IT FURTHER RESOLVED** that said contract amendment is being awarded without competitive bidding, since the services covered are "professional services," pursuant to N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, which are services performed by persons authorized by law to practice a recognized profession; and

**BE IT FURTHER RESOLVED** that the Borough Clerk is authorized and directed, in accordance with the notice of publication provisions of N.J.S.A. 40A:11-5(1)(a), to publish a notice of this action once in the official newspaper of the Borough; and

**BE IT FURTHER RESOLVED** that the award of the contract amendment shall be in accordance with and subject to compliance with the Affirmative Action Regulations of the State of New Jersey, N.J.A.C. 17:27-1.1, et seq., and the requirements of Public Laws 1975 Chapter 127, N.J.S.A. 10:5-31 to 38; and

**BE IT FURTHER RESOLVED** that the contract amendment is being awarded in accordance with the provisions of N.J.S.A. 19:44A-20.1, et seq.

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I, Maria Passafaro, Temporary Chief Financial Officer of the Borough of Closter, hereby certify, pursuant to NJSA 40A:9-140.1, et seq. and NJAC 5:30.4, that the funds are available to the Borough of Closter for calendar year 2018 in account C-04-15-188-011-001.

Dated: August 22, 2018

  
\_\_\_\_\_  
Joseph Luppino CFO

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilwoman Amitai					X	
Councilwoman Chung			X			
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino		X	X			

Adopted: August 22, 2018

ATTEST:

Loretta Castano  
Loretta Castano, Borough Clerk

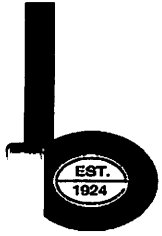
APPROVED:

John C. Glidden, Jr.  
John C. Glidden, Jr., Mayor

ADD/ND 8/23/18

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held August 22, 2018.

Loretta Castano, Borough Clerk



## BOSWELL ENGINEERING

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS

330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

Stormwater  
Drainages  
Site  
A-10-2012-06

### VIA HAND DELIVERY

May 3, 2018

The Honorable Mayor and Council  
Borough of Closter  
Municipal Building  
295 Old Closter Dock Road  
Closter, New Jersey 07624

Attention Mr. Arthur Dolson, Borough Administrator

Re: MS4 Stormwater Outfall Mapping  
Borough of Closter  
Bergen County, New Jersey  
Our File No. PR-18-8538

Dear Mayor Glidden and Members of the Council:

Boswell Engineering (Boswell) is pleased to provide this proposal for the GPS location and mapping services for the the Borough of Closter's (Borough) existing stormwater outfall structures. As you may be aware, the mapping is necessary to comply with the New Jersey Department of Environmental Protection's (NJDEP) Stormwater Pollution Prevention Plan (SP3) and Closter's Tier A New Jersey Pollution Discharge Elimination System (NJPDES) permit.

### SCOPE OF WORK

Boswell proposes the following scope of work for this project:

#### **Task 1 – Global Positioning System (GPS) Survey**

Utilizing GPS, Boswell will identify each individual stormwater outfall within the Borough, photograph the structures, determine ownership (State, County, local or private) and assign a condition rating. Each outfall will be assigned a specific alphanumeric designation that will correspond to the asset ID within the Geographic Information Systems (GIS) attribute table. Further relevant information, including the existence of visibly damaged headwalls or clogged pipes will also be recorded.



The Honorable Mayor and Council  
Borough of Closter  
May 3, 2018  
Page 2

Boswell estimates that three (3) days of fieldwork will be required to locate and evaluate the existing outfalls based on an estimated 105 discharge points in accordance with the most current Borough mapping.

Our fee for the above referenced work is approximately **\$5,500.00**.

The direct expense for the GPS unit is as follows:

Trimble Pro XRS GPS  
@ \$100.00/day x 3 days ..... \$300.00

**Task 2 – Geographic Information Systems (GIS) Data Integration**

Under Task 2, Boswell will organize and upload all field-collected data utilizing Trimble TerraSync and Environmental Systems Research Institute (ESRI) ArcGIS 9.1 software. We will develop various attribute tables and data-layers to create a geodatabase for the Borough, including roadways, regulated waterways, parcel lines, etc.. All field data will be reviewed and analyzed for accuracy and proper attribute information. Upon completion, we will prepare digital and hard copies of the final outfall mapping.

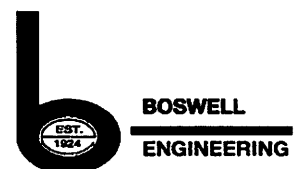
Our fee for the above referenced work is approximately **\$2,500.00**.

**EXCLUSIONS**

Services and costs not included in this proposal are summarized as follows:

- Increases in the scope of work;
- Mapping of attributes other than stormwater outfall structures;
- Location of outfalls with restricted access;
- Traffic protection; and,
- Preparation of an Asset Management Plan.

If this proposal meets with your approval, kindly provide us with the necessary authorization to proceed and we will commence the project. We will perform this work on a time-and-material basis in accordance with our standard hourly rate schedule in effect at the time the work is performed.

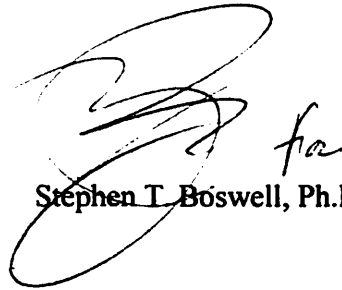


The Honorable Mayor and Council  
Borough of Closter  
May 3, 2018  
Page 3

We wish to thank you for the opportunity of presenting this proposal and look forward to working with the Borough on this project. Should you have any questions or require anything further, please do not hesitate to contact Nick DeNicola, P.E. or me.

Very truly yours,

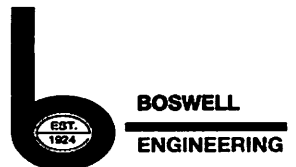
BOSWELL ENGINEERING



Stephen T. Boswell, Ph.D., P.E., SECB

STB/FJR/cr

180503crp1



**BOROUGH OF CLOSTER  
BERGEN COUNTY  
RESOLUTION**

**WHEREAS**, the Agreement for Chase Bank, Block 1607, Lot 1.01/1.02 requires a Maintenance Bond in the amount of \$52,936.16 to be posted before the release of \$423,489.30 Performance Bond #106583392 posted on June 7, 2017 for said project: and

**WHEREAS**, such Maintenance Bond, said Surety bond#106928731 has been posted on August 3, 2018: and

**WHEREAS**, the Planning Board engineer in a letter dated August 3, 2018 having been satisfied that the required improvements were satisfactorily completed in accordance with approvals granted for Chase Bank, Block 1607, Lot 1.01/1.02


**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Closter that the Deputy Treasurer is and hereby authorized to release the Performance Bond#106583392 for \$423,489.30 posted by Chase Bank, with the Borough of Closter


Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilwoman Chung			X			
Councilwoman Amitai					X	
Councilman Yammarino		X	X			
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			

Adopted: August 22, 2018

**ATTEST:**

**APPROVED:**

  
\_\_\_\_\_  
Loretta Castano, Borough Clerk

  
\_\_\_\_\_  
John C. Glidden, Jr., Mayor

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held August 22, 2018.

\_\_\_\_\_  
Loretta Castano, Borough Clerk

**BOROUGH OF CLOSTER  
RESOLUTION MEMORIALIZING THE APPOINTMENT OF  
DEVON SAMPSON, DEPARTMENT OF PUBLIC WORKS, TO SERVE AS  
ACTING SUPERINTENDENT FROM MIDNIGHT  
August 18, 2018 TO MIDNIGHT August 26, 2018**

**WHEREAS,** William Dahle, Superintendent, Closter Department of Public Works, will be absent with the permission of the Borough Administrator for the brief period of August 18, 2018 through August 26, 2018; and

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Closter, County of Bergen, State of New Jersey that this Resolution memorializes the appointment by the Governing Body that Devon Sampson, Department of Public Works, is appointed to the position of Acting Superintendent, Department of Public Works, for the period commencing midnight on August 18, 2018 and ending midnight, August 26, 2018.

COUNCILPERSON	MOTION	SECOND	YES	NO	ABSENT	ABSTAIN
Councilwoman Amitai					X	
Councilwoman Chung			X			
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino		X	X			


Introduced: August 22, 2018

Adopted:

Attest:

  
Loretta Castano, RMC, Municipal Clerk

Approved:

  
John C. Glidden, Jr. Mayor

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter on August 22, 2018.

\_\_\_\_\_  
Loretta Castano, Borough Clerk

MAYOR AND COUNCIL  
BOROUGH OF CLOSTER

WORK SESSION NOTES – AUGUST 22, 2018 - 7:30 P.M.

The Mayor and Council of the Borough of Closter held a Work Session on Wednesday, August 22, 2018. Mayor Glidden called the meeting to order at 7:32 p.m.

1. PLEDGE OF ALLEGIANCE

Mayor Glidden invited all to join in the Pledge of Allegiance.

2. PROVISIONS OF OPEN PUBLIC MEETINGS ACT STATEMENT

This meeting is called pursuant to the provisions of the Open Public Meetings Act of the State of New Jersey, was included in the Notice of Meetings which was published in The Record and the Star Ledger on January 6, 2018, was posted on the Municipal Clerk's bulletin board and has remained continuously posted as the required notices under the Statute. In addition, a copy of the notice is and has been available to the public and is on file in the office of the Municipal Clerk.

3. ROLL CALL

The following persons were present:

Mayor John C. Glidden, Jr.  
Councilpersons Scott Devlin, Alissa Latner, Dolores Witko, Joseph Yammarino  
and Jannie Chung  
Borough Administrator, Arthur Braun Dolson  
Chief Financial Officer, Joseph Luppino  
Borough Attorney, Edward T. Rogan  
Borough Clerk, Loretta Castano  
Borough Engineer, Nick DeNicola  
Chief of Police, Dennis Kaine

The following persons were not present:

Councilwoman Victoria Amitai

At this time, Mayor Glidden deviated from the Agenda and asked Mr. Pisano to make his presentation.

PRESENTATION: LUSTRON HOUSE

Michael Pisano, 44 Columbus Avenue, updated the Council on the Lustron House noting that the Engineer's Report for the Lustron Preservation Plan has increased the cost originally at \$850,000 to \$1,010,000; and he cited the plan to remove all the roof panels, clean and replace same for \$210,000 which he felt was not feasible. He mentioned one of the items that are totally out of control such as painting the front door for \$7,215. He has reviewed the report and created a spread sheet line by line which he said he will forward to the Council. To date, he has done \$376,000 worth of work to the house according to the plan at no cost to the town.

Mr. Pisano said he is working hard on the house, which is really coming along but he has hit a wall with a Certificate of Occupancy; and he needs the town to come and assess the house and provide a listing of what needs to be done. He said the heat and hot water needs to be addressed.

Mayor Glidden said former Mayor Heymann advised him that all has been worked out with the Construction Office; and he would be contacting Jack Peters tomorrow. Borough Administrator noted that a different Certificate of Occupancy would be needed if the property was to be used for public assembly. Mr. Pisano said he has no written paperwork from Mr. Peters; and to date, he has not made an inspection. In answer to the Borough Attorney, Mr. Pisano explained that the plumbing in the house works in addition to the bathroom, in addition to the electricity which has been brought up to code. Only the heat and hot water system needs to be addressed. Borough Administrator noted that lawn tools and the hose by the water faucet have been left around the property and the sidewalk which provides an attractive nuisance and should be put away. Mr. Pisano felt it was a nuisance to put the tools, especially the hose, away every day. He asked if it was okay for volunteers to work on the property without motorized equipment; and Borough Attorney said that since it is Borough property, it is a concern; but if it is light work, it would be okay but one should proceed with caution.

Irene Stella, who was in the audience, said Friends of the Lustron, a Committee of the Historic Society, would be covered by insurance if they are on the property. She added that the number of people will be expanded noting that Denise and Erik Mattes have volunteered to hardscape and landscape, which will make the property safer; and suggested the possibility that we could integrate the hose into another outlet. Relative to the use of the property by the Historic Society, Borough Attorney said he would have to review the insurance policy relative to their coverage. Mr. Pisano said he does not get much correspondence regarding the house and felt, as caretaker, he should be notified as to what is going on pertaining to reports on the house. He informed that there is a book of newspapers from 1950 which should be shared. He said he recently had the State Historic Preservation Officer and the Federal Officer inspect the house and they were excited as to what they saw. The State Commissioner sent three Time Magazines from the 1950's to be included in the house.

4. REVIEW AND DISCUSSION OF COMMUNICATION ITEMS

a. MAIL LIST OF AUGUST 9, 2018 – Mayor Glidden asked if any member of the Council wished to address any matter or provide any comments. Item No. 9 was removed by Councilman Devlin.

Item No. 9: Received 08/09/18, Dated 08/09/18, from The Closter Environmental Commission to Loretta Castano; C: Paul MacDonald, John Glidden, Leslie Weatherly re Request for permission to hold 11<sup>th</sup> Annual MacBain Farm Fest – tentative date 10/13/18, rain date 10/14/18; dates to be confirmed after their meeting of 8/9/18: additional request for increase in budget in an amount “not to exceed \$1200”

Councilman Devlin asked what the Council's role was in this request and informed he did not attend the last Commission meeting. He voiced his understanding they have an overall budget of several thousand dollars, they are requesting funds for this event and asked what he could do to assist in the matter. Borough Administrator explained the Commission requested \$850.00 for this event and which is a little bit more than what they spend. Mayor Glidden informed they were able to whittle down their number to \$800 and change; and no objections were voiced to approving same.

b. MAIL LIST OF AUGUST 16, 2018 – Mayor Glidden asked if any member of the Council wished to address any matter or provide any comments. Item No. 4 was removed by Councilman Yammarino; Item Nos. 6 and 10 were removed by Borough Clerk; Item No. 12 was removed by Councilman Devlin.

CLOSTER MAYOR AND COUNCIL  
WORK SESSION NOTES – AUGUST 22, 2018 – 7:30 P.M.

Item No. 4: Received 08/10/18, Dated No Date, from Leslie Weatherly, Administrative Assistant to the Mayor and Borough Administrator re Invitation to attend Borough of Closter's September 11<sup>th</sup> Memorial Service on Tuesday, 9/11/18 @ 8:30 a.m. at Remembrance Park, Harrington Avenue & Cedar Lane (Posted on Municipal Clerk's Bulletin Board 8/16/18)

Councilman Yammarino called attention to this invitation; and Mayor Glidden voiced his sentiments that we have a moving ceremony that truly brings the community together.

Item No. 6: Received 08/12/18 Hand del'd, Dated 08/12/18, from Annette Vasiloff, Chairperson, Closter Food & Assistance Board re Requesting permission to organize and hold the 6<sup>th</sup> Annual Closter Town-Wide Garage Sale ONE DAY ONLY – on Saturday, 10/13/18 and to waive the individual garage sale permit fee for participants; and they be allowed to display sale signs on their own property (Copy to Chief Kaine, John Peters, William Dahle, III, Risk Management Consultant)

Borough Clerk informed she was unaware if any there were any insurance requirements and referred the request to the Borough Administrator. Mr. Dolson voiced his recollection that all they do is make one advertisement that shows all of the participants on it. Borough Attorney informed we have approved same by Resolution as far back as 2013 and said they are a quasi-Borough entity. He said in previous years it was more extensive in approving fundraising efforts and approval for placement on the Borough's Calendar in addition to waiving the permit fees. Borough Attorney will prepare a Resolution of approval for the next meeting if there were no objections to same.

Item No. 10: Received 08/14/18, Dated 08/08/18, from Lorraine Joewono, Division Director, Bergen County Department of Human Services, Division of Senior Services, to Mayor John C. Glidden, Jr. re Invitational flyer to the Annual Senior Citizens Picnic to be held from 10 a.m. to 3 p.m. at Van Saun Park in Paramus on Wednesday, 9/12/18; Rain Date: Wednesday, 9/19/18; AND requesting assistance in providing transportation for Senior residents (Copy to Bill Brewster) Posted on Municipal Clerk's Bulletin Board 8/16/18

Borough Clerk noted there is a request for transportation for Senior residents and informed she referred same to Bill Brewster. Councilwoman Chung voiced her opinion this is a great event and Councilman Devlin noted he didn't see any Closter Seniors there last year. The Mayor said the Seniors are made aware of the event and whether they go or not is up to them.

Item No. 12: Received 08/15/18, Dated 08/15/18, from Gary S. Prettyman, (Senior Director Regulatory Business) Suez, to Mayor, Business Administrator/Clerk to Board of Chosen Freeholders re Notice of Filing of Petition of SUEZ Water New Jersey for Approval of an Increase in Rates for Water Service and Other Tariff Changes – Public Hearing to be held for public input on 9/6/18 @ 5:30 p.m. Bergen County Board of Chosen Freeholders Meeting Room, 5<sup>th</sup> Floor, One Bergen County Plaza – written comments may be submitted to Hon. Jacob S. Gertsman, Office of Administrative Law, 90 Quakerbridge Plaza, P.O. Box 049, Trenton, NJ 08625-0049 and/or Hon. Aida Camacho-Welch, Secretary, Board of Public Utilities, 44 South Clinton Street, (9th floor Trenton, NJ 0825-0350 – Include OAL Docket Number 07969-18, Agency Docket Number WR18050593 in your comment letter

Councilman Devlin voiced his opinion this is a very large increase and noted in a previous Building Department Report that they had issued permits to Suez for something and waived the permit fee. He questioned if that was common practice to waive fees for private companies even if they are a regulated utility. He said he would email the document to the Mayor and appreciated same as he was unaware of it and suggested he e-mail the Construction Official. Borough Administrator voiced his understanding that utilities don't pay fees but post a bond in lieu of same.

5. REVIEW AND DISCUSSION OF CONSENT AGENDA ITEMS FROM REGULAR MEETING  
(Refer to Regular Meeting Agenda of August 22, 2018)

Mayor Glidden asked if any Council member wished to discuss any item on the Consent Agenda. Item No. 17 was removed by Councilman Devlin.

17. RESOLUTION AUTHORIZING DEPUTY TREASURER TO RELEASE PERFORMANCE BOND #106583392 POSTED BY CHASE BANK on JUNE 7, 2017 RE DEVELOPMENT AGREEMENT FOR CHASE BANK, BLOCK 1607, LOT 1.01/1.02, PER PLANNING BOARD ENGINEER’S E-MAIL DATED AUGUST 3, 2018 (Received from Deputy Treasurer 8/13/18)

In answer to Councilman Devlin, Mayor Glidden said we have had problems with foreclosed properties which have been served with clean up notices by Jim Whitney who is trying to keep on top of same. Borough Attorney said that this property is not a property maintenance issue but a Planning Board issue. If there is a property maintenance issue, the bank is required to advise the Borough if they take over a property. A procedure has been set up whereby the DPW can go in and cut the grass and then place a tax lien on the property. Borough Administrator noted that 60 Anderson Avenue seems to have a veil of secrecy around it. Nobody knows who owns the property and the real estate agent does not know who she is working for. It has been abandoned for 8 or 9 years; and the agency who pays the taxes refuses to tell us who owns the property. Borough Attorney cautioned that before a lien can be placed on a property, a resolution would have to be adopted by the governing body.

6. COMMITTEE REPORTS

A. FINANCE AND TECHNOLOGY – YAMMARINO (DEVLIN/WITKO)

1) REPORT RE FINANCE COMMITTEE MEETINGS – Councilman Yammarino reminded at the last meeting, Councilman Devlin asked about the \$200,000 surplus going back to the schools; and he learned from the Borough Administrator that the funds were returned to the schools; and it is not being funded to the taxpayers.

2) REPORT RE TECHNOLOGY COMMITTEE MEETINGS – No report.

3) LIAISON REPORTS – Councilman Yammarino reported on the following:

a. Historic Preservation Commission – He had some items but they were previously addressed.

b. Recreation Commission – The Lions Club recently renovated the Bocce Courts at Ruckman Field and they look beautiful. He forwarded them the information about the County’s Annual Bocce Tournament.

B. PUBLIC SAFETY - LATNER (CHUNG/YAMMARINO)

1) REPORT RE PUBLIC SAFETY COMMITTEE MEETINGS – Councilwoman Latner informed there hasn’t been much going on, so there is not much to report. The only safety issue she wanted to follow up on was regarding West Street, as she received another e-mail from the Leos asking if anything was moving forward with the sidewalk in light of all the current construction. Borough Engineer reminded he sent a proposal to the Borough last September; and at this point, the Borough needs to implement the plan to obtain the necessary easements. Mayor Glidden explained getting the permission for the easements is a very difficult process as there are approximately eleven (11) to be agreed to in addition to the shape of West Street. Eventually we are going to get through that and there will be a sidewalk there, but it isn’t going to happen overnight. Borough Administrator voiced his opinion it is more prep work because it is undulating terrain. Mrs. Latner recalled the previous conversations regarding having to obtain the easements and was curious if there was any progress on the project.



6. COMMITTEE REPORTS (Continued)

B. PUBLIC SAFETY - LATNER (CHUNG/YAMMARINO) (Continued)

- 2) LIAISON REPORTS – No report on the following items:
  - a. Board of Education – NVRHS
  - b. Library Board of Trustees

C. PUBLIC WORKS - CHUNG (AMITAI/LATNER)

1) REPORT RE PUBLIC WORKS COMMITTEE MEETINGS – Councilwoman Chung reported the tree on Harvard Street came down. After it was inspected, it was deemed not healthy; and it was removed by the utility company at no cost, which saved the Borough between \$8,000-\$10,000. The DPW is working with the Shade Tree Commission with their list, so there are a few trees coming down with their assistance.

2) LIAISON REPORTS – Councilwoman Chung reported on the following items:

- a. Fire Department – She has nothing new to report.
- b. Zoning Board of Adjustment – 597 Piermont Road (formerly Ondine’s) was approved at the last meeting for use as a learning center. During that application, there were discussions about the traffic light at Piermont Road and Vervalen Street. The Applicant’s Traffic Engineer and the Board’s hired Traffic Engineer both agreed that a traffic light is necessary. They have different level grades for what they call level of service. It starts at “A” with the best level of service, meaning there isn’t a long wait time at the intersection; and this intersection was graded a level “F”, which is pretty poor, and cars have to wait more than 50 seconds to make that left hand turn. The Applicant agreed to pay a pro rata share onto the cost of the light which is great news. She said she believed a letter was to be written to the County; and the Borough Engineer voiced his understanding that the Mayor already wrote the letter. Mrs. Chung said the talks with the County had seemed to go well; and they were agreeable to installing that light; so it looks like it should be moving forward. At this time, Mr. DeNicola wanted the Council to be aware that the Borough has to pay for engineering design, permits and those things – the County will pay for the construction costs and intersection improvements, but the soft costs will be the Borough’s expense. He explained his understanding that the County doesn’t want to own any more signals even though it will be on a County road because they can barely maintain the signals they own. It could be written into an agreement that the Borough will maintain the signal; and that is being drawn up as we speak, but the process is very slow. In answer to the Borough Administrator, he explained that after the agreement is signed by both sides, we would then develop a concept plan so the County knows what we’re looking for; and we will be working with them to develop the plan along the way.

c. Northern Valley Greenway – Today was the photo op that she, the Mayor and Councilman Devlin attended, which was the launching of the Greenway Project. More hats are being made.

3) Special Mayoral Assignment – Stigma Free (WS 6/27/18) – Tomorrow their first meeting will be held here in the Council Chambers at 7:30 p.m. There are a number of high school students on the Committee; and it will be made up of a majority of students; but we have 20 confirmed residents. Mrs. Chung asked if the Committee could conduct fundraising. Borough Attorney explained any fundraising would have to be set up through the Borough if it is a Borough Committee; and he is not aware that the Council has made it a Borough Committee at this point. He explained that when you start collecting money from people, it should be more formal. The Committee should be created by Resolution after which the fundraising would be done through the Borough so the money can be easily traced. In answer to the Borough Administrator, Mrs. Chung informed there are residents from outside of Closter participating on the Committee. Mr. Rogan said the Committee could be created, but it needs to be made more formalized prior to any fundraising efforts. The Mayor asked her to call him regarding the list of members so he can

6. COMMITTEE REPORTS (Continued)

C. PUBLIC WORKS - CHUNG (AMITAI/LATNER) (Continued)

review them for making formal appointments. Mrs. Chung voiced her understanding that in order to hold meetings here, it should be a formal Committee of the Borough made by appointment. Mr. Rogan said there should be a Certificate of Insurance provided as they are not currently a Borough entity.

D. ORDINANCES - DEVLIN (WITKO/AMITAI)

1) REPORT RE ORDINANCE & LEGISLATIVE COMMITTEE MEETINGS – Councilman Devlin reported the Committee has been very busy with COAH and related issues. He is pleased to report that either for the next or the following Council meeting there will be ordinances for updating the personnel policies, increasing the escrow fees for land development, an ordinance to dedicate shared service funding to the fuel pump, which has been a target of rampant vandalism, and new regulations for Hawkers and Peddlers including lowering the fee.

2) LIAISON REPORTS – Councilman Devlin reported on the following:  
a. Environmental Commission (Voting member) – He did not attend the last meeting and informed of the request they made for funds for the Mac Bain Farm Festival.  
b. Shade Tree Commission (Voting member) – The Commission does not have a meeting in August.

E. HUMAN RESOURCES – WITKO (CHUNG/LATNER)

1) REPORT RE PERSONNEL COMMITTEE MEETING(S) – Councilwoman Witko requested a Closed Session regarding personnel.

2) LIAISON REPORTS – Councilwoman Witko reported on the following:  
a. Board of Education – Closter Public Schools – There is a meeting tomorrow night and Councilman Devlin will be attending in her absence as she will be attending the Stigma Free meeting.  
b. Board of Health – The Board does not have a meeting in August.

At this time, Mayor Glidden informed he had an issue regarding personnel he wished to discuss in Closed Session.

F. LAND USE AND CONSTRUCTION - AMITAI (DEVLIN/YAMMARINO) –

Councilwoman Amitai was not present this evening, therefore, no report was provided for the following items:

- 1) REPORT RE CONSTRUCTION DEPARTMENT MEETING(S)
- 2) LIAISON REPORTS
  - a. Planning Board (Voting member)
  - b. Improvement Commission (Voting member)

G. MAYOR'S LIAISON REPORT

a. Ambulance Corps – Mayor Glidden reported he attended the monthly meeting last night; and voiced his opinion that the dedication of the volunteers is amazing. The training and volunteerism is phenomenal; and he wished for everyone to keep that in mind when equipment is requested by the Corps to keep it in perspective.  
b. Borough Engineer – The Mayor had nothing to report. The Borough Engineer reported Homans Avenue Project started at the end of last week and milling is scheduled to take place on Monday and Tuesday and paving for Wednesday and Thursday, weather permitting; so it will hopefully be completed before school opens.

6. COMMITTEE REPORTS (Continued)

G. MAYOR'S LIAISON REPORT (Continued)

- c. Senior Citizens – Mayor Glidden said he will be attending the next meeting.
- d. Northern Valley Mayor's Association – The Mayor informed there typically aren't any meetings in the Summer and the next scheduled on is in September.

At this time, Councilwoman Chung wanted to remind everyone of the Bergen County DPW staff member that was killed while felling a tree. It was very unfortunate as he was a young man, and she wanted all to remember their work is dangerous and our DPW offered to help in any way we could. She thinks we often forget that their work is dangerous; so this is definitely a reminder that our employees put their lives at risk.

7. OLD BUSINESS

a. Borough Attorney follow up after Work Session of 8/8/18 re:

- 1) Continued discussion regarding signs – Mayor Glidden noted there has been continued discussion on the matter; the Borough Ordinances says that campaign signs can be put up 30 days before the election and must be removed within 4 days after the election. He said he discussed the detour signs with the Police Chief where people are not stopping where this is a stop sign next to a detour sign.
- 2) Information re Villa Milagro Vineyards (5. M.L. 7/26/18) - Relative to the Villa Milagro Vineyards, Borough Attorney said that he is looking into same.
- 3) Contact with Property Maintenance Officer – Trees re interpretation of Borough Code Ch. 181 "Tree Preservation and Removal" - Relative to tree preservation and removal, Borough Attorney said he will be meeting with Bill Fuchs this coming week; and Councilman Devlin said the Ordinance Committee would be reviewing the matter.

b. Borough Administrator follow up after Work Session of 8/8/18 re:

- 1) Request for payment of PILOT fees for 2017 (7. M.L. 7/26/18) – Borough Administrator said he had a conversation with the Borough Attorney and the Chief Financial Officer and we will follow up on the payment of PILOT fees.

8. NEW BUSINESS

Councilwoman Chung reported that a number of Seniors approached her about increasing the budget for activities noting that Cresskill and Tenafly have more robust programs. Borough Administrator said we would be looking into the matter. Councilman Devlin noted the increase in the Budget this year to \$9,000 from \$4,000 last year.

Borough Engineer advised that Green Acres has asked that the Borough make good on a prior obligation to transfer property to Green Acres ROSI Open Space Inventory. He said he reviewed the list and added the property; and a resolution should be adopted at the next meeting to finalize same. Borough Administrator said he has forwarded the information to the Borough Attorney.

9. OPEN MEETING TO THE PUBLIC FOR ANY MATTER PER NJSA 10:4-12(A) SUBJECT TO A 5-MINUTE LIMIT (PER GENERAL RULE NUMBER 11) EXCEPT FOR ITEMS SCHEDULED FOR PUBLIC HEARING AT THE REGULAR MEETING

Dr. (David) Barad, 32 Kinkaid Avenue, said the web directory on the Borough website is out of date and should be updated in addition to the e-mail for Borough Administrator and Department of Public Works Superintendent. He noted that trees are down in the Plaza; and Borough Engineer said that the Borough has a performance bond which has not been released in addition to a 2-year maintenance bond. Relative to road opening permits, he said information is in Chapter 171 of the Borough Code. Regarding the COAH ordinances, Borough Attorney said Caroline Reiter informed she should be sending them out tomorrow. Dr. Barad noted that 9/11 is the second day of Rosh Hashannah and some may not be able to attend the ceremony this year. He urged everyone to contact the County to make sure that the light at Vervalen Street happens. He encouraged everyone to go to the MacBain Farm to pick the vegetables.

Steve Isaacson, 97 Columbus Avenue, questioned the need for the Environmental Commission to go through the process of obtaining bids for purchases. He referred to the (Zoning Board approval) for the school at Ondine's and noted that impervious surface would be 90% and artificial turf would be used in the play area. Councilwoman Chung explained that the Zoning Board of Adjustment addressed each item indicated in the letter from the Environmental Commission. Mr. Isaacson voiced his opinion that a left turn from the parking lot should not be allowed and Councilwoman Chung noted that it is right turn only in and out. As far as his other questions were concerned, Borough Attorney informed him they were matters to be addressed by the Zoning Board; and the Borough Engineer noted the County as well as it is a County Road. Mr. Isaacson referred to Ms. Chung's report regarding Seniors asking for more money in their budget to fund programs and strongly recommended that Recreation should also be dealing with Senior Recreation as well as the K through 8 crowd to broaden the scope of what is being offered to our Senior population. He cited the ROSI and requested that information on same be forwarded to the Environmental Commission. Borough Engineer cited the areas in question and said he would forward a copy of the information to him the next day. Relative to the MacBain Farm, he had suggested to the Environmental Commission that less vegetables and more fruit trees be planted. He expressed concern about the age of the volunteers maintaining the MacBain Farm and recommended that younger people be encouraged to volunteer. He said more bus shelters should be installed due to the construction near the Lincoln Tunnel; and they would be free to install by New Jersey Transit. He has also requested that Red and Tan start up the 14K bus to the George Washington Bridge making the Borough more commuter friendly.

10. DISCUSSION OF PUBLIC COMMENTS, IF APPROPRIATE

11. ANY OTHER MATTER WHICH MAY PROPERLY COME BEFORE THE GOVERNING BODY

12. ADJOURNMENT

Motion to adjourn the Work Session at 8:40 p.m. was made by Councilwoman Latner, seconded by Councilman Yammarino and declared unanimously carried by Mayor Glidden.

Provided to the Mayor and Council  
on September 6 , 2018 for approval at  
the Regular Meeting to be held  
September 12, 2018

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Loretta Castano, RMC  
Borough Clerk

Prepared by Carol A. Kroepke, RMC  
and Arlene Marie Gray, RMC, utilizing  
recording and the Borough Clerk's  
notes

Approved at the Regular Meeting held September 12, 2018  
Consent Agenda Item No. 18b