



MAYOR AND COUNCIL  
BOROUGH OF CLOSTER

REORGANIZATION MEETING MINUTES - MONDAY, JANUARY 2, 2023 - 7:30 P.M

Mayor Glidden opened the meeting at 7:30 pm with the following announcement and wished everyone a happy new year: **DUE TO PUBLIC HEALTH CONSIDERATIONS, THIS REGULARLY SCHEDULED MEETING OF THE CLOSTER MAYOR AND COUNCIL WILL BE HELD BOTH TELEPHONICALLY and VIA ZOOM VIDEO.**

You may join Zoom meeting including video by accessing the information posted in the **Borough Calendar** on the Borough website by visiting [www.closterboro.com](http://www.closterboro.com) and clicking the link on the left sidebar for **Calendars and Notice of Meetings** and click on the corresponding date.

**To join via Telephone Audio Only:**

**TOLL FREE: +1 646-558-8656; MEETING ID: 864 2063 3673; PASSWORD: 8675309**

1. PLEDGE OF ALLEGIANCE Councilman Yammarino introduced James Song, a Closter Eagle Scout, who led the Pledge of Allegiance.

Councilwoman Amitai introduced Olga Xanthopoulou, who is affiliated with the Metropolitan Opera, to sing "God Bless America."

2. 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 Sine Die and Reorganization Meetings which was published in The Record on December 22, 2022 and published in The Star-Ledger on December 22, 2022; 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 and on the Borough website.

3. ROLL CALL

Councilwoman Amitai-present	Councilwoman Latner-present
Councilwoman Chung-present	Councilwoman Witko-present
Councilman Devlin-present	Councilman Yammarino-present

4. BENEDICTION-RABBI YOSSEI GLUCKOWSKY

5. ADMINISTRATION OF OATHS OF OFFICE – SENATOR HOLLY SCHEPISI

- a. MAYOR ELECT-JOHN C. GLIDDEN, JR. January 1, 2023-December 31, 2026
- b. COUNCILWOMAN-ELECT VICTORIA AMITAI January 1, 2023-December 31, 2025
- c. COUNCILMAN-ELECT JOSEPH YAMMARINO January 1, 2023-December 31, 2025

Senator Schepisi spoke about Mayor Glidden's love for the community and spoke about the fact that he is one of the longest-serving members in Closter. His family joined him for his swearing in. Senator Schepisi spoke about this being Councilwoman Amitai's seventh term, and then she was sworn in. Senator Schepisi swore Councilman Yammarino in for his third term.

6. MAYOR GLIDDEN REMARKS

DECLARE COUNCIL ORGANIZED FOR 2023

The Mayor spoke about the strength and character of Closter as he enters his third term as Mayor. He gave tribute to Closter residents who have passed away in the last year and asked for a moment of silence. The Mayor thanked the volunteers and employees of Closter.

7. PROCLAMATION – MARK MADDALONI The Mayor presented a proclamation to Mark Maddaloni, who has served on both the Planning Board and Zoning Board of Adjustment. The Mayor read the proclamation into the record. Mark Maddaloni spoke about his experience in Closter. He thanked the assembly for the honor.

The Mayor invited the crowd to share refreshments after the meeting.

- a. ROLL CALL OF 2023 GOVERNING BODY

Councilwoman Amitai-present	Councilwoman Latner-present
Councilwoman Chung-present	Councilwoman Witko-present
Councilman Devlin-present	Councilman Yammarino-present

The Mayor read the following:

8. MAYORAL APPOINTMENTS TO BOARDS AND COMMISSIONS

All appointments are made by the Mayor and confirmed by the Governing Body with the exception of Mayoral Appointments to certain Boards/Commissions not requiring Governing Body confirmation

CLOSTER MAYOR AND COUNCIL  
 REORGANIZATION MEETING MINUTES, MONDAY, JANUARY 2, 2023 – 7:30 P.M.  
 (Environmental Commission; Planning Board (with exception of Class III Governing Body Member) and  
 Shade Tree Commission).

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>MAYOR GLIDDEN'S RECOMMENDATION</u>	<u>TERM</u>	<u>EXPIRES</u>
<b>*Environmental Commission</b>			3 Years	
Member/Shade Tree Liaison	<u>Thomas Colwell</u>	<u>Krishan Rega</u>	Unexpired	Dec 31, 23
Member/Planning Board Liaison	<u>Sophie Heymann</u>	<u>Conway Wong</u>	3 Years Unexpired	Dec 31, 24
Member	<u>Steven Isaacson</u>	<u>Paul Yarin</u>	3 Years	Dec 31, 25
Alternate No. 1	<u>Paul Yarin</u>	<u>Modi Feibush</u>	2 Yrs Unexpired	Dec 31, 23
Alternate No. 2	<u>Modi Feibush</u>	<u>Jim Oettinger</u>	2 Yrs Unexpired	Dec 31, 23
Associate Member	<u>Ethel Abrams</u>	<u>Ethel Abrams</u>	1 Year	Dec. 31, 23
<b>*Planning Board</b>				
Class II Member/ Rep to Gov. of Closter	<u>Sophie Heymann</u>	<u>Tsun Tam</u>	1 Year 4 Yrs	Dec 31, 23
Class IV	<u>Mark Maddaloni</u>	<u>Conway Wong</u>	Unexpired	Dec 31, 23
Class IV	<u>Angela Ferrullo</u>	Angela Ferullo	4 Years	Dec 31, 26
Class IV	<u>Robert DiDio</u>	Robert DiDio	4 Years	Dec 31, 26
Alternate #1	<u>Conway Wong</u>	Avia Blum	2 Years 2 Year	Dec 31, 24
Alternate #2	<u>Avia Blum</u>	Zachary Messinger	Unexpired	Dec 31, 23
<b>*Shade Tree Commission</b>				
Alternate #1	<u>Tsun Tam</u>	<u>Tsun Tam</u>	5 Years	Dec 31, 27

9. APPOINTMENT OF OFFICERS AND EMPLOYEES OF THE BOROUGH OF CLOSTER

All other appointments are made in accordance with New Jersey Statutes and By-Laws General Rule No. I. D. "MAYOR" and Rule No. V. A. "COMMITTEES AND COMMISSIONS"

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>MAYOR GLIDDEN'S RECOMMENDATION</u>	<u>TERM</u>	<u>EXPIRES</u>
<b>Administrator</b>	<u>James Winters</u>	<u>James Winters</u>	1 Year	Dec 31, 23
<b>Administrative Secretary (Full Time)</b>	<u>Leslie Weatherly</u>	<u>Leslie Weatherly</u>	1 Year	Dec 31, 23
<b>Affirmative Action Officer</b>	<u>James Winters</u>	<u>James Winters</u>	1 Year	Dec 31, 23
<b>Animal Control Officer</b>	<u>Bergen County Animal Shelter</u>	<u>Bergen County Animal Shelter</u>	4 Year	Dec 31, 26
<b>Appropriate Authority</b>	<u>James Winters</u>	<u>James Winters</u>	1 Year	Dec 31, 23
<b>Assessor Clerical Assistant</b>	<u>Li-Tong Chiang</u>	<u>Rose Mitchell</u>	1 Year	Dec 31, 23
<b>Assistant to Borough Clerk</b>	<u>Martha Francis</u>	<u>Martha Francis</u>	1 Year	Dec 31, 23
<b>Deputy Borough Clerk</b>	<u>Stephanie Evans</u>	<u>Jennifer Martinez</u>	1 Year	Dec 31, 23
<b>Chief Financial Officer</b>	<u>Francis Elenio</u>	<u>Francis Elenio</u>	4 Years	Dec 9, 25
<b>Assistant Chief Financial Officer</b>	<u>Maria Passafaro</u>	<u>Maria Passafaro</u>	1 Year	Dec 31, 23
<b>Construction Code Official</b>	<u>Joseph Jezequel</u>	<u>Joseph Jezequel</u>	4 Years	Dec 31, 25
<b>P/T Property Maintenance Official</b>	<u>James Whitney</u>	<u>James Whitney</u>	1 Year	Dec 31, 23
<b>Building /Technical Inspector</b>	<u>Giuseppe LaMastra</u>	<u>Giuseppe LaMastra</u>	1 Year	Dec 31, 23

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<b>Code Enforcement Official (Trees)</b>	<u>Bill Fuchs</u>	<u>Bill Fuchs</u>	1 Year	Dec 31, 23
<b>Technical Assistant</b>	<u>Paul Demarest</u>	<u>Paul Demarest</u>	1 Year	Dec 31, 23
<b>Technical Assistant</b>	<u>Rose Mitchell</u>	<u>Rose Mitchell</u>	1 Year	Dec 31, 23
<b>Building Sub Code Official/ Construction Official</b>	<u>Joseph Jezequel</u>	<u>Joseph Jezequel</u>	4 Years	Dec 31, 25
<b>Deputy Treasurer</b>	<u>Vacant</u>	<u>Maria Passafaro</u>	1 Year	Dec 31, 23
<b>Department of Public Works Superintendent of Public Works</b>	<u>William Dahle III</u>	<u>William Dahle III</u>	1 Year	31-Dec-23
<b>Employee Benefits Clerk</b>	<u>Michaela Tomanova</u>	<u>Michaela Tomanova</u>	1 Year	Dec 31, 23
<b>Fire Prevention</b>				
Fire Official	<u>Kevin Whitney</u>	<u>Kevin Whitney</u>	2 Years	Dec 31, 24
Inspector/Secretary	<u>Mark Meyers</u>	<u>Mark Meyers</u>	1 Year	Dec 31, 23
Inspector/Secretary	<u>Alphonso Young, Jr</u>	<u>Alphonso Young, Jr</u>	1 Year	Dec 31, 23
Inspector/Secretary	<u>Michael Hunken</u>	<u>Michael Hunken</u>	1 Year	Dec 31, 23
<b>Historian</b>	<u>Sophie Heymann</u>	<u>Tsun Tam</u>	1 Year	Dec 31, 23
<b>OFFICE</b>	<b>INCUMBENT</b>	<b>MAYOR GLIDDEN'S RECOMMENDATION</b>	<b>TERM</b>	<b>EXPIRES</b>
<b>NJ Motion Picture/TV Comm.</b>				
Member	<u>Leslie Weatherly</u>	<u>Leslie Weatherly</u>	1 Year	Dec 31, 23
Administrator	<u>James Winters</u>	<u>James Winters</u>	1 Year	Dec 31, 23
Municipal Officer	<u>Chief John McTigue</u>	<u>Chief John McTigue</u>	1 Year	Dec 31, 23
<b>Municipal Court</b>				
Municipal Court Judge	<u>Judge Francis J. Leddy</u>	<u>Judge Francis J. Leddy</u>	3 Year	Dec 31, 25
Municipal Court Administrator	<u>Antoinette Ceccon</u>	<u>Antoinette Ceccon</u>	1 Year	Dec 31, 23
Acting Municipal Court Administrator	<u>Dawn Curatola</u>	<u>Dawn Curatola</u>		<i>*Per Superior Court/Resolution</i>
Sound Record Clerk	<u>Christine Fredette</u>	<u>Christine Fredette</u>	1 Year	Dec 31, 23
Record Clerk	<u>Vacant</u>	<u>Diane Frohich</u>	1 Year	Dec 31, 23
<b>Municipal Humane Law Enforcement Officer (MHLEO)*</b>	<u>Detective Sgt. Keith Dombkowski</u>	<u>Detective Sgt. Keith Dombkowski</u>	1 Year	Dec 31, 23
<b>Parking Reserve</b>				
Councilperson	<u>Victoria Amitai</u>	<u>Victoria Amitai</u>	1 Year	Dec 31, 23
Administrator	<u>Erik Lenander</u>	<u>James Winters</u>	1 Year	Dec 31, 23
Zoning Officer	<u>Jimmy Kim</u>	<u>Jimmy Kim</u>	1 Year	Dec 31, 23
<b>Pension Certifying Agent</b>	<u>Maria Passafaro</u>	<u>Maria Passafaro</u>	1 Year	Dec 31, 23
<b>Police Matrons</b>	<u>MaryEllen Cerbasi</u>	<u>MaryEllen Cerbasi</u>	1 Year	Dec 31, 23

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<b>Police Records Clerk (Full Time)</b>	<u>MaryEllen Cerbasi</u>	<u>MaryEllen Cerbasi</u>	1 Year	Dec 31, 23
<b>Public Agency Compliance Officer (PACO)*</b>	<u>Erik Lenander</u>	<u>James Winters</u>	1 Year	Dec 31, 23
<b>Registrar / Licensing Official, Board of Health</b>	<u>Jin Bae</u>	<u>Jin Bae</u>	1 Year	Dec 31, 23

**School Crossing Guards**

<u>Elizabeth Bussanich</u>	<u>Elizabeth Bussanich</u>
<u>Marija Galinac</u>	<u>Ludwina Lang</u>
<u>Louise Hettinger</u>	<u>Louise Hettinger</u>
<u>Donna Kelly</u>	<u>Donna Kelly</u>
<u>Cheryl Friedrich</u>	<u>Cheryl Friedrich</u>
<u>Patricia Williams</u>	<u>Patricia Williams</u>
<u>Kenneth F. Norton</u>	<u>Kenneth F. Norton</u>
<u>James L. Gabettie</u>	<u>James L. Gabettie</u>
<u>Roberto Gonzalez</u>	<u>Roberto Gonzalez</u>
<u>Gail Watkins</u>	<u>Gail Watkins</u>
<u>Jeff Siegmann</u>	<u>Jeff Siegmann</u>
<u>John Dorato</u>	<u>John Dorato</u>
<u>Thomas Burderi</u>	<u>Thomas Burderi</u>

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>MAYOR GLIDDEN'S RECOMMENDATION</u>	<u>TERM</u>	<u>EXPIRES</u>
<b>Assistant to Tax Collector/ Payroll Clerk</b>	<u>Michaela Tomanova</u>	<u>Michaela Tomanova</u>	1 Year	Dec 31, 23

**Temporary and Part-Time Clerical**

(Finance/COAH)	<u>Virginia Scalcione</u>	<u>Vacant</u>	1 Year	Dec 31, 23
(Recreation)	<u>Virgina Scalcione</u>	<u>Vacant</u>	1 Year	Dec 31, 23
HR Coordinator	<u>Vacant</u>	Michaela Tomanova	1 Year	Dec 31, 23

<b>Treasurer</b>	<u>Erik Lenander</u>	<u>James Winters</u>	1 Year	Dec 31, 23
Finance Clerk	<u>Robin Hamman</u>	<u>Robin Hamman</u>	1 Year	Dec 31, 2

<b>Zoning Officer</b>	<u>Jimmy Kim</u>	<u>Jimmy Kim</u>	1 Year	Dec 31, 23
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**COMMITTEES AND LIAISONS**

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>MAYOR GLIDDEN'S RECOMMENDATION</u>	<u>TERM</u>	<u>EXPIRES</u>
<b>Bergen Municipal Coalition</b>	<u>Mayor John C. Glidden, Jr.</u>	<u>Mayor John C. Glidden, Jr.</u>	1 Year	Dec 31, 23
<b>Emergency Management</b>				
Coordinator	<u>James Winters</u>	<u>James Winters</u>	3 Years	Dec 31, 25
Deputy Coordinator	<u>Kevin Whitney</u>	<u>Kevin Whitney</u>	1 Year	Dec 31, 23
Deputy Coordinator	<u>William Dahle III</u>	<u>William Dahle III</u>	1 Year	Dec 31, 23
Deputy Coordinator	<u>Lt. James Buccola</u>	<u>Lt. James Buccola</u>	1 Year	Dec 31, 23
Committee Member	<u>Mayor John C. Glidden, Jr.</u>	<u>Mayor John C. Glidden, Jr.</u>	1 Year	Dec 31, 23

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Committee Member	<u>Mark Meyers</u>	<u>Mark Meyers</u>	1 Year	Dec 31, 23
Committee Member	<u>Michael Hunken</u>	<u>Michael Hunken</u>	1 Year	Dec 31, 23
Committee Member	<u>Leslie Weatherly</u>	<u>Leslie Weatherly</u>	1 Year	Dec 31, 23
<b>Joint Insurance Fund</b>				
Fund Commissioner	<u>Fred Pitofsky</u>	<u>Fred Pitofsky</u>	2 Years	Dec 31, 23
Alternate Fund Commissioner	<u>James Winters</u>	<u>James Winters</u>	1 Year	Dec 31, 23
Safety Delegate	<u>William Dahle III</u>	<u>William Dahle III</u>	1 Year	Dec 31, 23
Safety Alternate	<u>Tony Lupardi</u>	<u>Tony Lupardi</u>	1 Year	Dec 31, 23
Safety Committee	<u>Councilman Scott Devlin</u>	<u>Councilman Scott Devlin</u>	1 Year	Dec 31, 23
Safety Committee	<u>Mark Lupardi</u>	<u>Mark Lupardi</u>	1 Year	Dec 31, 23

**2023 COUNCIL COMMITTEES**

<u>Committee</u>	<u>Incumbent Chairperson Members</u>	<u>Chairperson Members</u>
Finance and Technology	Joseph Yammarino Devlin / Witko	Joseph Yammarino Chung / Witko
Human Resources, Communication & Environment	Dolores Witko Yammarino / Latner	Dolores Witko Glidden/ Latner
Ordinances & Legislative	Scott Devlin Amitai /Latner	Scott Devlin Amitai/ Latner
Private Construction, Land Use, Zoning Enforcement & New Buildings	Victoria Amitai Devlin / Chung	Victoria Amitai Devlin / Yammarino
Public Safety	Alissa Latner Chung / Yammarino	Alissa Latner Chung / Devlin
Public Works, Construction & Grounds	Jannie Chung Amitai / Witko	Jannie Chung Witko / Yammarino
<u>Council Liaisons</u>	<u>Incumbent Liaison</u>	<u>Liaison</u>
Ambulance Corps.	John C. Glidden, Jr.	John C. Glidden, Jr.
Northern Valley Regional High School Board of Education	Alissa Latner	Alissa Latner
Closter Public Schools Board of Education	Dolores Witko	Jannie Chung
Board of Health	Jannie Chung	Dolores Witko
Engineer	John C. Glidden, Jr.	John C. Glidden, Jr.
*Environmental Commission	Scott Devlin	Scott Devlin
Fire	Dolores Witko	Dolores Witko
Historic Preservation Commission	Joseph Yammarino	Victoria Amitai
*Improvement Commission	Victoria Amitai	Victoria Amitai
Library Board of Trustees	Alissa Latner	Alissa Latner
*Planning Board, Class III	Victoria Amitai	Victoria Amitai
Police	Alissa Latner	Alissa Latner
Recreation Commission	Joseph Yammarino	Joseph Yammarino
Senior Citizens	Victoria Amitai	Victoria Amitai
*Shade Tree Commission	Scott Devlin	Scott Devlin

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Zoning Board of Adjustment	Jannie Chung	Jannie Chung
Council President	Joseph Yammarino	Victoria Amitai
Northern Valley Mayors Association	John C. Glidden, Jr.	John C. Glidden, Jr.

*\*Voting Member AND Liaison*

10. APPOINTMENT OF BOROUGH PROFESSIONALS

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>MAYOR GLIDDEN'S RECOMMENDATION</u>	<u>TERM</u>	<u>EXPIRES</u>
<b>Appraiser Properties Commercial &amp; Residential</b>	<u>Louis S. Izenberg, MAI, SRA</u> <u>BBG Real Estate Services</u>	<u>Louis S. Izenberg, MAI, SRA</u> <u>BBG Real Estate Services</u>	1 Year	Dec 31, 23
<b>Attorney</b>	<u>William J. Bailey</u> <u>Huntington Bailey,</u>	<u>William J. Bailey</u> <u>Huntington Bailey</u>	1 Year	Dec 31, 23
<b>Auditor</b>	<u>Gary J. Vinci</u> <u>Lerch, Vinci &amp; Bliss, LLP</u>	<u>Gary J. Vinci</u> <u>Lerch, Vinci &amp; Bliss, LLP</u>	1 Year	Dec 31, 23
<b>Bond Counsel</b>	<u>John D. Draikiwicz</u> <u>Gibbons</u>	<u>John D. Draikiwicz</u> <u>Gibbons</u>	1 Year	Dec 31, 23
<b>Borough Planner (Master Plan Reexamination)</b>	<u>Caroline Reiter P.P., AICP</u> <u>Christopher P. Statile, PA</u>	<u>Caroline Reiter P.P., AICP</u> <u>T and M Associates</u>	1 Year	Dec 31, 23
<b>COAH Planner</b>	<u>Caroline Reiter P.P., AICP</u> <u>Christopher P. Statile, PA</u>	<u>Caroline Reiter P.P., AICP</u> <u>T and M Associates</u>	1 Year	Dec 31, 23
<b>Engineer</b>	<u>Stephen T. Boswell</u> <u>Boswell Engineering</u> <u>(Rep) Nick DeNicola</u>	<u>Stephen T. Boswell</u> <u>Boswell Engineering</u> <u>(Rep) Nick DeNicola</u>	1 Year	Dec 31, 23
<b>Financial Advisory Services</b>	<u>Daniel C. Mariniello</u> <u>NW Financial Group, LLC</u>	<u>Daniel C. Mariniello</u> <u>NW Financial Group, LLC</u>	1 Year	Dec 31, 23
<b>Landscaper - Foreclosed &amp; Abandoned Properties</b>	<u>Mark Lupardi</u> <u>Lupardi's Nursery, Inc.</u>	<u>Mark Lupardi</u> <u>Lupardi's Nursery, Inc.</u>	1 Year	Dec 31, 23
<b>Qualified Purchasing Agent</b>	<u>Erik Lenander</u>	<u>Erik Lenander</u>	1 Year	Dec 31, 23
<b>Risk Management Consultant</b>	<u>John F. Zisa</u> <u>Accrisure / Scirocco Group,</u> <u>LLC</u>	<u>John F. Zisa</u> <u>Accrisure / Scirocco Group,</u> <u>LLC</u>	1 Year	Dec 31, 23
<b>Municipal Court</b>				
Prosecutor	<u>Mark Peter Fierro</u> <u>Dimin Fierro</u>	<u>Mark Peter Fierro</u> <u>Dimin Fierro</u>	1 Year	Dec 31, 23
Alt. Prosecutor	<u>Elsbeth J. Cruisus, Esq.</u> <u>Law Offices of Elsbeth J.</u> <u>Crusius, LLC</u>	<u>Elsbeth J. Cruisus, Esq.</u> <u>Law Offices of Elsbeth J.</u> <u>Crusius, LLC</u>	1 Year	Dec 31, 23
Public Defender	<u>Salvador Sclafani</u> <u>Salvador Sclafani, Esq.</u>	<u>Salvador Sclafani, Esq.</u>	1 Year	Dec 31, 23

11. APPOINTMENT OF BOROUGH BOARDS AND COMMISSIONS

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>MAYOR GLIDDEN'S RECOMMENDATION</u>	<u>TERM</u>	<u>EXPIRES</u>
<b>Board of Health</b>				
Member	<u>Janice Pierro</u>	<u>Janice Pierro</u>	4 Years	Dec 31,26
Member	<u>Barbara Guile</u>	<u>Barbara Guile</u>	4 Years	Dec 31, 26
Alternate No.1	<u>Jerome "Jay" Pontrelli</u>	<u>Jerome "Jay" Pontrelli</u>	2 Years	Dec 31, 24
<b>Food and Assistance Board</b>				
Member	<u>Vacant</u>	<u>Ivy Dash</u>	2 Years	Dec 31, 24
<b>Historic Preservation Commission</b>				

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Member (Class C)	<u>Jayne Rubinfeld Waldron</u>	<u>Jayne Rubinfeld Waldron</u>	4 Years	Dec 31, 26
Member (Class C)	<u>Joel Zelnik</u>	<u>Evelien Zoonneveld</u>	4 Years	Dec 31, 24
Alternate No. 2	<u>Keven Morrow</u>	<u>Georgia Carey</u>	Unexpired	Dec 31, 23

**Improvement Commission**

Member	<u>Benita Kim</u>	<u>Andrew Correa</u>	2 Years	Dec 31, 24
Member	<u>Juana Trejo-Reyes</u>	<u>Larry Reines</u>	2 Years	Dec 31, 24
Member	<u>Danit Sharir-Reichenberg</u>	<u>Giancarlos Lanzano</u>	2 Years	Dec 31, 23
Member	<u>Anna Maroules</u>	<u>Anna Maroules</u>	Unexpired	Dec 31, 23
Alternate No. 1	<u>Larry Reines</u>	<u>Leslie Pena-Racl</u>	2 Years	Dec 31, 24
Alternate No. 2		<u>Olga Golfinopoulous</u>	2 Term	Dec 31, 23

**OFFICE**

**INCUMBENT**

**MAYOR GLIDDEN'S  
RECOMMENDATION**

**TERM**

**EXPIRES**

**Land Use Coordinator**

Planning Board	<u>Rose Mitchell</u>	<u>Paul Demarest</u>	1 Year	Dec 31, 23
Zoning Board of Adjustment	<u>Paul Demarest</u>	<u>Paul Demarest</u>	1 Year	Dec 31, 23

**Library Board of Trustees**

Trustee	<u>Kathy Rolland</u>	<u>Kathy Rolland</u>	5 Years	Dec 31, 27
GB Belskie Rep	<u>Anita Duquette</u>	<u>Anita Duquette</u>	3 Years	Dec 31, 25

**Recreation Commission**

Director	<u>James Oettinger</u>	<u>James Oettinger</u>	1 Year	Dec 31,-23
Deputy Director - Field Maintenance	<u>John Kilduff</u>	<u>John Kilduff</u>	1 Year	Dec 31,23
Assistant Director	<u>Brian Beddoe</u>	<u>Brian Beddoe</u>	1 Year	Dec 31,23
Member	<u>Nancy Reilly</u>	<u>Nancy Reilly</u>	5 Years	Dec 31 27
Member	<u>Vacant</u>	<u>Anthony Austria</u>	5 Year	Dec 31, 27
Associate Member	<u>Vinay Puttanniah</u>	<u>Vinay Puttanniah</u>	1 Year	Dec 31, 23
Associate Member	<u>Steve Bottieri</u>	<u>Steve Bottieri</u>	1 Year	Dec 31, 23
Associate Member	<u>Allison Schwartz</u>	<u>Allison Schwartz</u>	1 Year	Dec 31, 23
Associate Member	<u>Beverley Mac Keen</u>	<u>Beverley Mac Keen</u>	1 Year	Dec 31, 23
Associate Member	<u>Devon Samson</u>	<u>Devon Samson</u>	1 Year	Dec 31, 23
Associate Member	<u>John Kim</u>	<u>John Kim</u>	1 Year	Dec 31, 23
Associate Member	<u>Kristen Schwartz</u>	<u>Kristen Schwartz</u>	1 Year	Dec 31, 23
Associate Member	<u>Monica Cohen</u>	<u>Monica Cohen</u>	1 Year	Dec 31, 23

**Zoning Board of Adjustment**

Member	<u>David Baboo</u>	<u>David Baboo</u>	4 Years	Dec 31, 26
Member	<u>Evan Elias</u>	<u>Evan Elias</u>	4 Years	Dec 31, 26
Alternate No. 1	<u>Barrett Abramow</u>	<u>Leslie Brunell</u>	2 Years	Dec 31, 24
Alternate No. 2	<u>Leslie Brunell</u>	<u>Elaine Lim</u>	2 Years	Dec 31, 24
Alternate No. 3	<u>Elaine Lim</u>	<u>Chris Cho</u>	Unexp	Dec 31, 23
Alternate No. 4	<u>Chris Cho</u>	<u>Kristie Davida</u>	2 Years	Dec 31, 24

**Green Team**

Member	<u>Miriam Lockhart</u>	<u>Miriam Lockhart</u>	1 Years	Dec 31, 23
Member	<u>Paul Yarin</u>	<u>Paul Yarin</u>	1 Years	Dec 31, 23

Member	<u>Cinnie Cole</u>	<u>Cinnie Cole</u>	1 Years	Dec 31, 23
Member	<u>Modi Feibish</u>	<u>Modi Feibish</u>	1 Years	Dec 31, 23
<b>MacBain Farm</b>				
Member	<u>Paul Weissman</u>	<u>Paul Weissman</u>	1 Year	Dec 31, 23
Member	<u>Jeanne Stella</u>	<u>Jeanne Stella</u>	1 Year	Dec 31, 23
Member	<u>Sally Dorian</u>	<u>Sally Dorian</u>	1 Year	Dec 31, 23
Member	<u>Nancy Pergament</u>	<u>Nancy Pergament</u>	1 Year	Dec 31, 23
Member	<u>Simon Bauerie</u>	<u>Simon Bauerie</u>	1 Year	Dec 31, 23
Member	<u>Bobby Bouton Goldberg</u>	<u>Bobby Bouton Goldberg</u>	1 Year	Dec 31, 23
Member		<u>Marina Lavant</u>	1 Year	Dec 31, 23
Member		<u>Jaime Stella</u>	1 Year	Dec 31, 23

12. REVIEW OF CONSENT AGENDA ITEMS

All items with an asterisk (\*) are considered to be non-controversial by the Council and will be approved by one MOTION.

There may be further discussion prior to the vote upon request of a Council Member. Also, any item may be removed for further discussion or for Roll Call vote, in which case the item will be removed and considered in its normal sequence as part of the General Order of Business.

- \*23-01 RESOLUTION WAIVING READING OF THE MINUTES
- \*23-02 RESOLUTION FIXING MEETING DATES OF THE MAYOR AND COUNCIL FOR 2023
- \*23-03 RESOLUTION FIXING INTEREST RATE – 2023
- \*23-04 RESOLUTION FOR WARRANTS
- \*23-05 RESOLUTION DESIGNATING OFFICIAL DEPOSITORIES
- \*23-06 RESOLUTION DESIGNATING SIGNATURES ON BANK ACCOUNTS
- \*23-07 RESOLUTION ADOPTING CASH MANAGEMENT PLAN FOR 2023
- \*23-08 RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS
- \*23-09 RESOLUTION ESTABLISHING TEMPORARY BUDGET APPROPRIATIONS FOR 2023
- \*23-10 RESOLUTION AUTHORIZING PETTY CASH FUNDS:
  - a. BOROUGH CLERK \$150.00
  - b. DEPARTMENT OF PUBLIC WORKS \$100.00
  - c. DETECTIVE BUREAU \$100.00
  - d. POLICE DEPARTMENT \$150.00
- \*23-11 RESOLUTION CANCELLING SMALL BALANCES
- \*23-12 RESOLUTION AUTHORIZING TREASURER AND ASSISTANT CFO THE AUTHORITY TO PAY CERTAIN OBLIGATIONS AS NEEDED
- \*23-13 RESOLUTION TO REAFFIRM THE BOROUGH OF CLOSTER’S CIVIL RIGHTS POLICY WITH RESPECT TO ALL OFFICIALS, APPOINTEES, EMPLOYEES, PROSPECTIVE EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS, AND MEMBERS OF THE PUBLIC THAT COME INTO CONTACT WITH MUNICIPAL EMPLOYEES, OFFICIALS AND VOLUNTEERS
- \*23-14 RESOLUTION DESIGNATING PUBLIC AGENCY COMPLIANCE OFFICER
- \*23-15 RESOLUTION AUTHORIZING 2023 TAX SALE
- \*23-16 RESOLUTION ENDORSING PARTICIPATION IN VALLEY PHYSICIANS SERVICES POLICY RENEWAL-2023
- \*23-17 RESOLUTION HIRING TEMPORARY DRIVER/LABORER-DEPARTMENT OF PUBLIC WORKS-2023 SNOW REMOVAL/EMERGENCY WEATHER SEASON
- \*23-18 RESOLUTION APPOINTING DET. SGT.KEITH DOMBKOWSKI AS MUNICIPAL HUMANE LAW ENFORCEMENT OFFICER
- \*23-19 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BOROUGHS OF NORWOOD, NORTHVALE, AND DEMAREST FOR THE CLOSTER POLICE FIRING



- \*23-20 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF RIVER VALE FOR THE CLOSTER POLICE FIRING RANGE
- \*23-21 RESOLUTION AUTHORIZING THE BOROUGH OF CLOSTER THROUGH THE CLOSTER POLICE DEPARTMENT TO FILE AN APPLICATION TO PARTICIPATE IN THE FEDERAL 1033 PROGRAM TO ENABLE SAID DEPARTMENT TO REQUEST AND ACQUIRE EXCESS DEPARTMENT OF DEFENSE EQUIPMENT
- \*23-22 BERGEN COUNTY LAW ENFORCEMENT MUTUAL AID RESOLUTIONS
- \*23-23 RESOLUTION ADOPTING A FORM REQUIRED TO BE USED FOR THE FILING OF NOTICES OF TORT CLAIMS AGAINST THE BOROUGH OF CLOSTER IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY TORT CLAIMS ACT N.J.S.A. 59:8-6
- \*23-24 REDEMPTION CALCULATION FEES
- \*23-25 RESOLUTION APPOINTING BOROUGH ATTORNEY FOR THE BOROUGH OF CLOSTER
- \*23-26 RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT – AUDITOR
- \*23-27 RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT – BOND COUNSEL
- \*23-28 RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT – BOROUGH ENGINEER
- \*23-29 RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT – BOROUGH PLANNER
- \*23-30 RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT – COAH PLANNER
- \*23-31 RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT – FINANCIAL ADVISORY SERVICES
- \*23-32 RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT – LANDSCAPER – FORECLOSED AND ABANDONED PROPERTIES
- \*23-33 RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT – QUALIFIED PURCHASE AGENT
- \*23-34 RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT – RISK MANAGEMENT CONSULTANT
- \*23-35 RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT – BOROUGH PROSECUTOR
- \*23-36 RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT – BOROUGH ALTERNATE PROSECUTOR
- \*23-37 RESOLUTION APPOINTING A BOROUGH LABOR ATTORNEY FOR THE BOROUGH OF CLOSTER
- \*23-38 RESOLUTION APPOINTING A BOROUGH ACTUARIAL CONSULTING SERVICE FOR THE BOROUGH OF CLOSTER
- \*23-39 RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT-CONFLICT ATTORNEY
- \*23-40 FIRE DEPARTMENT INTEBORO MUTUAL AID GROUP AGREEMENT
- \*23-41 2023 BOROUGH HOLIDAY SCHEDULE
- \*23-42 RESOLUTION APPOINTING PROFESSIONAL SERVICES APPOINTMENT-BOROUGH ARCHITECTS
- \*23-43 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
- \*23-44 RESOLUTION TO PURSUE A “FAIR AND OPEN” PROCESS IN AWARDING CERTAIN CONTRACTS IN THE BOROUGH OF CLOSTER
- \*22-45 RESOLUTION APPOINTING MUNICIPAL COURT JUDGE
- \*22-46 RESOLUTION REGARDING AWARD OF 2023 SHARED SERVICES AGREEMENT-BERGEN COUNTY DEPARTMENT OF HEALTH SERVICES-ANIMAL CONTROL SERVICES
- \*22-47 RESOLUTION REGARDING AWARD OF 2023 SHARED SERVICES AGREEMENT-BERGEN COUNTY DEPARTMENT OF HEALTH SERVICES-EMPLOYEE ASSISTANCE PROGRAM

Roll Call Vote

Councilwoman Amitai-yes

Councilwoman Latner-yes

Councilwoman Chung-yes

Councilwoman Witko-yes

Councilman Devlin-yes

Councilman Yammarino-yes

Carried

13. REVIEW AND VOTE ON ITEMS REMOVED FROM CONSENT AGENDA none needed
14. ANY OTHER MATTER WHICH MAY PROPERLY COME BEFORE THE GOVERNING BODY
15. 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)
16. ADJOURNMENT Councilwoman Latner moved to adjourn, second Councilwoman Amitai. All in favor.  
Meeting adjourned at 8:11 pm.

Respectfully submitted,

Stephanie Evans  
Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION # 23-01**

**RESOLUTION WAIVING READING OF MINUTES**

BE IT RESOLVED by the Mayor and Council of the Borough of Closter, in the County of Bergen and State of New Jersey, that the Minutes of any prior meeting of the Mayor and Council need not be read by the Borough Clerk at the next or any succeeding Regular or Special Meeting of the Mayor and Council, provided, however, that prior to the approval of any such Minutes of a prior meeting of the Mayor and Council, a true copy of such Minutes shall have been delivered to the Mayor, each Councilperson, the Collector, and such other officials of the Borough or persons as hereafter may be designated by duly adopted Resolution of the Mayor and Council, and provided further that a true copy of such Minutes shall have been posted upon the Bulletin Board of the Borough in the Borough Hall, Closter, New Jersey, for examination by the public prior to approval of any such Minutes by the Mayor and Council.


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: January 2, 2023


ATTEST:

APPROVED:

  
 Stephanie Evans, Borough Clerk

  
 John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

  
 Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-02**

**2023 MAYOR AND COUNCIL MEETING DATES**

BE IT RESOLVED that the meetings of the Mayor and Council of the Borough of Closter shall take place on the second and fourth Wednesday of the month, except where indicated; and

BE IT FURTHER RESOLVED that meetings scheduled to take place at the Municipal Building, Council Chambers, 295 Closter Dock Road, Closter, New Jersey. Meetings will be held in-person and virtually via Zoom beginning at 7:00 PM, with the exception of the 2023 Reorganization Meeting which will be held on Monday, January 2, 2023 at 7:00 PM; and

BE IT FURTHER RESOLVED the meeting date for 2023 are as follows:

Work Session starting at 7:00 PM, and Regular Public Meeting immediately following

January 11	January 25
February 8	February 22
March 8	March 22
April 12	April 26
May 10	May 24
June 14	June 28
*July 12	*August 9
September 13	September 27
October 11	October 25
*November 20	
December 13	December 27

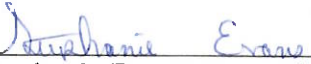
\* Indicates only one meeting for that month


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: January 2, 2023


ATTEST:

APPROVED BY:

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held on January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-03**

**RESOLUTION FIXING INTEREST RATE 2023**

**WHEREAS**, N.J.S.A. 54:4-67 provided that the governing body of a municipality is to fix the rate of interest to be charged for the delinquent payment of real estate taxes;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Closter, County of Bergen, State of New Jersey, that the interest shall be charged at the rate of eight percent (8%) per annum on the first FIFTEEN HUNDRED DOLLARS (\$1,500) of the delinquency, and eighteen percent (18%) per annum on any amount in excess of FIFTEEN HUNDRED DOLLARS (\$1,500), to be calculated from the date the tax or assessment was payable until the date of actual payment.

In connection with any delinquency of taxes, assessments or municipal charges exceeding \$10,000 which has not been paid prior to the end of a calendar year, there shall be imposed a penalty in the sum equal to six percent (6%) of the delinquency.

With respect to tax certificates held by the municipality, the following additional penalties shall be charged:

- Two percent (2%) on the amount due over \$200 up to \$5,000;
- Four percent (4%) on the amount due over \$5,000 up to \$10,000; and
- Six percent (6%) should the certificate amount exceed \$10,000.00.

**BE IT FURTHER RESOLVED** that no interest shall be charged if payment of any installment is made within ten (10) days after the date upon which the same became payable.

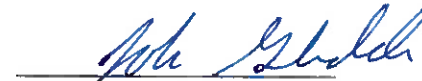
Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilwoman Amitai			X			
Councilwoman Chung			X			
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino		X	X			

Adopted: January 2, 2023


ATTEST:

APPROVED:

  
Stephanie Evans, 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 Reorganization Meeting held Tuesday, January 2, 2023

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION # 23-04**

**RESOLUTION FOR WARRANTS**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Closter, in the County of Bergen and State of New Jersey, that the proper officers of the Borough of Closter be and they are hereby authorized and directed, for the Year 2023, to issue proper warrants in payment of all items, the payment of which are mandatory under the Laws of the State of New Jersey, or pursuant to ordinance or resolutions of the Borough of Closter; and

**BE IT FURTHER RESOLVED** that such payments may be made without the passage of any special resolution of the Mayor and Council of the Borough of Closter authorizing the same.

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: January 2, 2023


ATTEST:

APPROVED:

  
Stephanie Evans, 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 Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-05**

**RESOLUTION DESIGNATING OFFICIAL DEPOSITORIES**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Closter, in the County of Bergen and State of New Jersey, that the following banks be and the same are hereby designated as **OFFICIAL DEPOSITORIES** for funds of the Borough of Closter for the calendar year **2023**:

**INVESTORS BANK**  
Iselin/Englewood, New Jersey

**FIRST COMMERCE**  
Lakewood/Closter, New Jersey

**BE IT FURTHER RESOLVED** that the **Treasurer and Assistant Chief Finance Officer** are hereby authorized to wire funds if and when necessary.


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: January 2, 2023

ATTEST:

APPROVED:

  
Stephanie Evans, 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 Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION # 23-06**

**RESOLUTION DESIGNATING SIGNATURES ON BANK ACCOUNTS**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Closter, Bergen County, that the following Borough Officials are hereby authorized and directed to maintain accounts and to sign withdrawals against same at **Investors Bank**, Iselin and Fort Lee, NJ and **First Commerce**, Closter NJ and Lakewood, NJ, to title of which shall be as follows:

***Payroll Account***

James Winters, Borough Administrator/Treasurer

***Accounts Payable***

John C. Glidden, Jr., Mayor  
James Winters, Borough Administrator/Treasurer

***Alternate Signatories***

Council President – for Mayor  
Maria Passafarro – for Treasurer

**BE IT ALSO RESOLVED**, by the Mayor and Council of the Borough of Closter, Bergen County, that the following Borough Officials are hereby authorized and directed to maintain accounts and to sign withdrawals against same at **NVE Bank**, Closter Branch Office, Closter, New Jersey, the title of which shall be as follows:

***Magistrate Account & Bail Account***

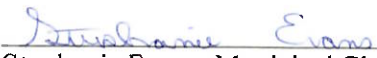
Francis J. Leddy, Jr., Judge  
and  
Antoinette Ceccon, Court Administrator

**BE IT ALSO RESOLVED**, that the Clerk shall forward a certified copy of this Resolution to the Treasurer and Assistant 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: January 2, 2023

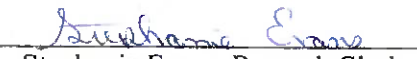
ATTEST:

  
Stephanie Evans, Municipal Clerk

APPROVED:

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held on January 2, 2023.

  
Stephanie Evans, Borough Clerk



**BOROUGH OF CLOSTER**  
**RESOLUTON #23-07**

**RESOLUTION ADOPTING CASH MANAGEMENT PLAN FOR 2023**

**WHEREAS**, N.J.S.A. 40A:5-14 requires each municipality to have a Cash Management Plan, and

**WHEREAS**, the Chief Financial Officer has prepared the attached plan,


**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Closter that the attached plan be adopted as the Cash Management Plan of the Borough of Closter for 2023.

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

Adopted: January 2, 2023


ATTEST:

APPROVED:

  
Stephanie Evans, 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 Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk

**CASH MANAGEMENT PLAN OF THE BOROUGH OF CLOSTER  
IN THE COUNTY OF BERGEN, NEW JERSEY**

1. STATEMENT OF PURPOSE

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investments ("Permitted Investments") of certain public funds of the Borough of Closter, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

2. DESIGNATION OF OFFICIALS OF THE BOROUGH OF CLOSTER AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN

The Chief Financial Officer of the Borough of Closter is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan.

3. DESIGNATION OF DEPOSITORIES

The following banks and financial institutions are hereby designated as official depositories for the deposit of all public funds referred to in the Plan, including any Certificates Of Deposit which are not otherwise invested in Permitted Investments as provided for in this Plan:

Investors Bank, Iselin/Englewood, New Jersey  
First Commerce Bank, Lakewood/Closter, New Jersey

4. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL

No designated brokerage firms or dealers.

5. AUTHORIZED INVESTMENTS

A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America (any investment contracts providing for resale arrangements with the supplier should be analyzed for legality and should be specifically authorized in the Plan);
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;

- (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
- (6) Local government investment pools;
- (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, Chapter 281 (C.52:18A-90.4); or
- (8) Agreements for the repurchase of fully collateralized securities if:
  - (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of the subsection A;
  - (b) the custody of collateral is transferred to a third party;
  - (c) the maturity of the agreement is not more than 30 days;
  - (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, Chapter 236 (C.17:9-41); and
  - (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

Government Money Market Mutual Fund      An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940", 15 U.S.C. sec 80a-1 et seq., and operated in accordance with 17 C.F.R. sec 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which has:
  - (i) attained the highest ranking or the highest letter and numerical rating recognized statistical rating organization; or
  - (ii) retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission pursuant to the "Investment Advisors Act of 1940," 15 U.S.C. sec 80b-1 et seq., with experience investing in U.S. Government securities for at least the most recent past 60 months and with assets under management in excess of \$500 million.

Local Government Investment Pool      An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, Chapter 410 (C.52:14B-1 et

seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;

- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through the use of a national or State bank located within this State; or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 Chapter 9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

#### 6. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGMENT RECEIPT OF PLAN

To the extent any Deposit or Permitted Investment involves a document or security which is not physically held by the Borough of Closter, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the Borough of Closter to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investment that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the Borough of Closter or by a third party custodian prior to or upon the release of the Borough's funds.

#### 7. REPORTING REQUIREMENTS

On the first day of each month during which this Plan is in effect, the Designated Official(s) referred to in Section 3 hereof shall supply to the governing body of the Borough of Closter a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the Borough of Closter as a Deposit on a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased on Deposits made.
- D. The book value of such Deposits or Permitted Investments.
- E. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.

- F. The fees incurred to undertake such Deposits or Permitted Investments.
- G. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- H. All other information which may be deemed reasonable from time to time by the governing body of the Borough of Closter.

8. TERM OF PLAN

This Plan shall be in effect from January 1, 2023 to December 31, 2023. Attached to this Plan is a resolution of the governing body of the Borough of Closter approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Mayor and Council, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan as so acknowledged.

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**BOROUGH OF CLOSTER**  
**RESOLUTION #23-08**

**RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS**

BE IT RESOLVED by the Mayor and Council of the Borough of Closter, in the County of Bergen and State of New Jersey, that THE RECORD and THE STAR-LEDGER be and the same are hereby designated as official newspapers of the Borough of Closter for the calendar year 2023 for the publication of ordinances, resolutions, notices and advertisements required by law, or authorized or required by ordinance of the Borough of Closter, or by the Mayor and Council thereof, all to be in the manner required by law.


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: January 2, 2023

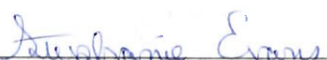
ATTEST:

APPROVED:

  
 Stephanie Evans, Borough Clerk

  
 John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

  
 Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-09**

**RESOLUTION ESTABLISHING TEMPORARY BUDGET**  
**APPROPRIATIONS FOR 2023**

**WHEREAS**, N.J.S.A. 40A:4-19 provides that where contracts, commitments or payments are to be made prior to final adoption of the 2016 Budget, temporary appropriations should be made for the purposes and amounts required in the manner and time therein provided, and

**WHEREAS**, this resolution will take effect on the first day of January, 2023 and

**WHEREAS**, said total temporary appropriations are limited to 26.25% of the total appropriations in the 2022 Budget exclusive of any appropriations made for debt service, and capital improvement fund in the said 2022 Budget,

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the Borough of Closter, that the following appropriations be made and that a certified copy of this resolution be transmitted to the Assistant Chief Financial Officer for the Borough's records.

2023	SALARIES	OTHER	
APPROPRIATIONS	AND WAGES	EXPENSES	TOTAL
<b><u>CURRENT FUND</u></b>			
General Administration	65,000.00	50,000.00	115,000.00
Municipal Clerk	45,000.00	5,000.00	50,000.00
Mayor and Council	0.00	5,000.00	5,000.00
Financial Administration	45,000.00	35,000.00	80,000.00
Audit Services	0	30,000.00	30,000.00
Information Technology	10,000.00	10,000.00	20,000.00
Revenue Administration	45,000.00	25,000.00	70,000.00
Tax Assessment Administration	30,000.00	20,000.00	50,000.00
Legal Services	0	75,000.00	75,000.00
Engineering Services	0	25,000.00	25,000.00
Closter Improvement Commission	0	5,000.00	5,000.00
Historic Commission	0	1,500.00	1,500.00
Planning Board	20,000.00	10,000.00	30,000.00
Zoning Board of Adjustment	20,000.00	10,000.00	30,000.00
Uniform Construction Code	90,000.00	10,000.00	100,000.00
Zoning Officer	20,000.00	0	20,000.00
Property Maintenance	20,000.00	0	20,000.00
Liability Insurance	0	65,000.00	65,000.00
Workers Compensation	0	55,000.00	55,000.00
Group Health & Dental	0	415,000.00	415,000.00
Unemployment Compensation	0	7,500.00	7,500.00
Other Insurance	0	200.00	200.00
Police Department	950,000.00	32,000.00	982,000.00
Emergency Management	5,000.00	5,000.00	10,000.00
Fire Prevention	20,000.00	2,500.00	22,500.00



Fire Protection	20,000.00	45,000.00	65,000.00
Fire Hydrant Service	0	60,000.00	60,000.00
Municipal Prosecutor	0	2,600.00	2,600.00
DPW Streets and Roads	400,000.00	50,000.00	450,000.00
Snow Removal	0	15,000.00	15,000.00
Shade Tree Commission	2,000.00	30,000.00	32,000.00
Sanitation	100,000.00	6000.00	106,000.00
Recycling	25,000.00	0	25,000.00
Public Building and Grounds	40,000.00	40,000.00	80,000.00
Vehicle Maintenance	50,000.00	75,000.00	125,000.00
Board of Health	25,000.00	10,000.00	35,000.00
Environmental Commission	0	2,000.00	2,000.00
Animal Control	0	5,000.00	5,000.00
Board of Recreation	25,000.00	20,000.00	45,000.00
Senior Citizens	0	5,000.00	5,000.00
Maintenance of Parks & Playgrounds	0	25,000.00	25,000.00
Library	-	225,000.00	225,000.00
Electricity	-	30,000.00	30,000.00
Street Lighting	-	40,000.00	40,000.00
Telephone	-	30,000.00	30,000.00
Water	-	30,000.00	30,000.00
Natural Gas	-	25,000.00	25,000.00
Sewer System	-	7,500.00	7,500.00
Gasoline	-	80,000.00	80,000.00
Bergen County Utilities Authority	-	300,000.00	300,000.00
Solid Waste Recycling & Contingency	-	100,000.00	100,000.00
Contribution to Social Security System	-	85,000.00	85,000.00
Defined Contribution Retirement Plan	-	2,500.00	2,500.00
Interborough Radio/County of Bergen	\$	30,000.00	30,000.00
Municipal Court	\$ 30,000.00	2,500.00	32,500.00
Public Defender	-	2500.00	2,500.00
<b>TOTAL TEMPORARY APPROPRIATIONS</b>	<b>\$2,102,000.00</b>	<b>\$1,860,800.00</b>	<b>\$4,381,300.00</b>
Principal		\$770,000.00	\$770,000.00
Interest		\$75,000.00	\$75,000.00
Green Trust Loan Program			

Payment of Note Principal			
<b>Total Debt Service</b>			<b>\$845,000.00</b>
<b>CAPITAL IMPROVEMENT FUND</b>	\$	\$35,000.00	<b>\$35,000.00</b>
<b>TOTAL TEMPORARY BUDGET</b>			<b>\$6,106,300.00</b>

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

Adopted: January 2, 2023

ATTEST:

Stephanie Evans  
Stephanie Evans, Borough Clerk

APPROVED BY:

John C. Glidden, Jr.  
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 Reorganization Meeting held on January 2, 2023

Stephanie Evans  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-10**

**RESOLUTION AUTHORIZING PETTY CASH FUNDS**

WHEREAS, the Borough of Closter has established certain petty cash funds in accordance with N.J.S.A. 40A:5-1;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Closter, County of Bergen, State of New Jersey, that the Finance Clerk be and hereby is authorized to draw the following checks to re-establish the side funds for the year 2023:

BOROUGH CLERK	\$150.00
DEPARTMENT OF PUBLIC WORKS	\$100.00
DETECTIVE BUREAU	\$100.00
POLICE DEPARTMENT	\$150.00

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

Adopted: January 2, 2023

ATTEST:

APPROVED BY:

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held on January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-11**

**RESOLUTION CANCELING SMALL BALANCES**

**WHEREAS**, N.J.S.A. 40 A:5-17.1 provides that a municipality *may* authorize the processing of tax refunds of less than TEN dollars (\$10.00) and the cancellation of tax delinquencies of less than TEN dollars (\$10.00) without further action of the Governing Body.

**NOW, THEREFORE BE IT RESOLVED**, by the Governing Body of the Borough of Closter that the Tax Collector is hereby authorized to process, without any further action on the part of the Governing Body, any property tax refund of less than \$10.00 **AND** the cancellation of any property tax delinquency of less than \$10.00.

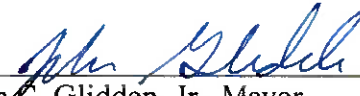
Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilwoman Amitai			X			
Councilwoman Chung			X			
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino		X	X			

Adopted: January 2, 2023


ATTEST:

APPROVED:

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-12**

**RESOLUTION AUTHORIZING TREASURER AND ASSISTANT CFO THE**  
**AUTHORITY TO PAY CERTAIN OBLIGATIONS AS NEEDED**

**WHEREAS**, it is in the best interest of the Borough of Closter, Closter, New Jersey to grant authority to the Chief Financial Officer and Assistant Chief Financial Officer to pay certain obligations when due and owing prior to the regular payment of bills; and,

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Closter that the Treasurer and Assistant Chief Financial Officer be designated to pay the following as needed and is necessary for the orderly operation of the Borough of Closter:


- Association Meetings/Educational Sessions/Conference Costs
- Bergen County Taxes – Regular & Open Space
- Borough Payrolls including Social Security/Medicare
- Debt Payments – Bonds, Notes & Loans, Principal & Interest
- Gasoline/Diesel Vendors
- Boards of Education
- Postmaster
- Healthcare Reimbursements
- Health & Dental Insurance Premiums
- Lease Payments (previously authorized)
- Petty Cash
- Purchases Associated with Borough Events (including Recreation)
- Sewer Disposal – BCUA
- State or County Permit Applications
- Utilities

All payment of bills will be formally signed and approved at the next scheduled Council meeting.


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: January 2, 2023

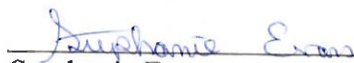
ATTEST:

  
 Stephanie Evans, Borough Clerk

APPROVED:

  
 John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

  
 Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-13**

**A RESOLUTION TO REAFFIRM THE BOROUGH OF CLOSTER'S CIVIL RIGHTS**  
**POLICY WITH RESPECT TO ALL OFFICIALS, APPOINTEES, EMPLOYEES,**  
**PROSPECTIVE EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS,**  
**AND MEMBERS OF THE PUBLIC THAT COME INTO CONTACT WITH**  
**MUNICIPAL EMPLOYEES, OFFICIALS AND VOLUNTEERS.**

WHEREAS, it is the policy of the Borough of Closter to treat the public, employees, prospective employees, appointees, volunteers and contractors in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law Against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act; and

WHEREAS, the governing body of the Borough of Closter has determined that certain procedures need to be established to accomplish this policy;

**NOW, THEREFORE, BE IT REAFFIRMED** by the Borough of Closter that:

**Section 1:** No official, employee, appointee or volunteer of the Borough of Closter by whatever title known, or any entity that is in any way a part of the Borough of Closter, shall engage, either directly or indirectly, in any act including the failure to act that constitutes discrimination, harassment or a violation of any person's constitutional rights while such official, employee, appointee, volunteer, or entity is engaged in or acting on behalf of the Borough of Closter's business or using the facilities or property of the Borough of Closter.

**Section 2:** The prohibitions and requirements of this resolution shall extend to any person or entity, including but not limited to any volunteer organization or inter-local organization, whether structured as a governmental entity or a private entity, that receives authorization or support in any way from the Borough of Closter to provide services that otherwise could be performed by the Borough of Closter.

**Section 3:** Discrimination, harassment and civil rights shall be defined for purposes of this resolution using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

**Section 4:** The Borough Administrator shall establish written procedures for any person to report alleged discrimination, harassment and violations of civil rights prohibited by this resolution. Such procedures shall include alternate ways to report a complaint so that the person making the complaint need not communicate with the alleged violator in the event the alleged violator would be the normal contact for such complaints.

**Section 5:** No person shall retaliate against any person who reports any alleged discrimination, harassment or violation of civil rights, provided however, that any person who reports alleged violations in bad faith shall be subject to appropriate discipline.

**Section 6:** The Borough Administrator shall establish written procedures that require all officials, employees, appointees and volunteers of the Borough of Closter, as well as all other entities subject to this resolution, to periodically complete training concerning their duties, responsibilities and rights pursuant to this resolution.

**Section 7:** The Borough Administrator shall establish a system to monitor compliance and shall report at least annually to the governing body the results of the monitoring.

**Section 8:** At least annually, the Borough Administrator shall cause a summary of this resolution and the procedures established pursuant to this resolution to be communicated within the Borough of Closter. This communication shall include a statement from the governing body expressing its unequivocal commitment to enforce this resolution. This summary shall also be posted on the Borough of Closter’s web site.


**Section 9:** This resolution shall take effect immediately.

**Section 10:** A copy of this resolution shall be published in the official newspaper of the Borough of Closter in order for the public to be made aware of this policy and the Borough of Closter’s commitment to the implementation and enforcement of this policy.


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: January 2, 2023


ATTEST:

  
 Stephanie Evans, Borough Clerk

APPROVED:

  
 John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023

  
 Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-14**

**RESOLUTION DESIGNATING PUBLIC AGENCY COMPLIANCE OFFICER**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Closter, Bergen County, that the following Borough Official is hereby designated as the Public Agency Compliance Officer (PACO):

James Winters, Borough Administrator


**BE IT FURTHER RESOLVED** that the Borough Clerk is hereby authorized to complete the Designation of Public Agency Compliance Officer form via the online submission process available on the Department of Treasury's website at [https://www.nj.gov/treasury/contract\\_compliance/](https://www.nj.gov/treasury/contract_compliance/)

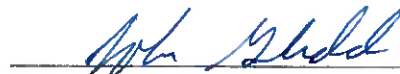
<b>Councilperson</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>
Councilwoman Amitai			X			
Councilwoman Chung			X			
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino		X	X			

Adopted: January 2, 2023


ATTEST:

APPROVED:

  
Stephanie Evans, 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 Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk



**BOROUGH OF CLOSTER**  
**RESOLUTION #23-15**

**RESOLUTION AUTHORIZING 2023 TAX SALE**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Closter that the Collector of Taxes for the Borough of Closter is hereby authorized to conduct a *Standard Tax Sale* of *2022 delinquent taxes* for the Calendar Year of 2023 for **all delinquent** properties.

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

ADOPTED: January 2, 2023


ATTEST:

APPROVED:

  
Stephanie Evans, 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 Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-16**

**RESOLUTION ENDORSING PARTICIPATION IN**  
**VALLEY HEALTH SYSTEM, INC. POLICY RENEWAL 2023**

**WHEREAS**, the Borough of Closter works to provide its employees with assistance through numerous programs that enhance the lives of its employees;

**WHEREAS**, the Borough of Closter has a policy for alcohol and drugs abuse testing of applicants and/or employees and requires alcohol and drug testing services from the Valley Health System, Inc. (VHS), and;

**WHEREAS**, Valley Health System, Inc. (VHS) has provided the most competitive rates for comprehensive coverage, and;

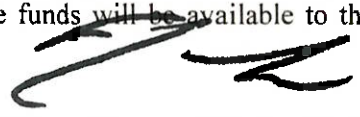
**NOW, THEREFORE, BE IT FURTHER RESOLVED** the Mayor and Council of the Borough of Closter have determined that the Valley Health System, Inc. would be of benefit to borough and to its employees, and;

**NOW, THEREFORE, BE IT FURTHER RESOLVED** the Borough Administrator is authorized to execute the renewal of the Valley Health System, Inc Services, 223 North Van Dien Ave., Ridgewood, NJ 07450 as the program for alcohol and drug testing services with a renewal period of 01/01/23 to 12/31/23.

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I, Frank Elenio, 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 ~~will be~~ available to the Borough of Closter for calendar year 2023.

Dated: January 2, 2023



Frank Elenio, 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: January 2, 2023


ATTEST:

  
Stephanie Evans, Borough 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 at the Reorganization Meeting held on January 2, 2023.

  
Stephanie Evans, Borough Clerk

## AGREEMENT

### **ALCOHOL AND DRUG TESTING SERVICES**

This AGREEMENT is made between Valley Health System, Inc. ("PROVIDER"), a New Jersey non-profit corporation having its principal place of business at 223 North Van Dien Avenue, Ridgewood, New Jersey 07450 and Closter, Borough of ("PUBLIC ENTITY"), a PUBLIC ENTITY having its address at 295 Closter Dock Rd, Closter, NJ 07624 on this date of **January 1, 2023**, which shall hereinafter be referred to as the execution date of this Agreement.

#### ***WHEREAS:***

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

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

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

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

#### **I. PROVIDER RESPONSIBILITIES**

A. PROVIDER will offer the following services to PUBLIC ENTITY upon request:

1. Alcohol tests, performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATI) to perform such testing.
2. Drug tests, performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results.
3. DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, performed in accordance with the regulatory requirements of the DOT/FTA for such testing, including all applicable procedural, personnel, and equipment requirements.

- B. PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the PUBLIC ENTITY in accordance with the Fee Schedule, appended as Exhibit A to this Agreement. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.
- C. PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by PROVIDER to the PUBLIC ENTITY.
1. FIVE YEARS: Alcohol tests > 0.02, positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable; medical explanations of inability to provide specimens; calibration documentation for EBTs; and substance abuse professional evaluations & related information.
  2. TWO YEARS: Supervisory training BAT and drug screen collector training/certification; logbooks for drug and alcohol testing, if used; random selection records; agreement for testing (e.g., collection, laboratory, MRO, consortium).
  3. ONE YEAR: Negative (<0.02) or canceled drug test results alcohol test results.
- D. Except as noted elsewhere in this Agreement, PROVIDER may release individual test results to PUBLIC ENTITY or its agents, to the Federal Transit Administration or Federal or New Jersey Department of Transportation or their agents, to or any State or local officials with regulatory authority over the testing program, to any third party for whom the tested individual provides written authorization, or to any third party to whom PROVIDER is required to make such release pursuant to a court order or valid subpoena.
- E. PROVIDER will make available to PUBLIC ENTITY, at location(s) of PUBLIC ENTITY's choosing, and at reasonable expense to PUBLIC ENTITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for PUBLIC ENTITY, except records containing confidential medical information, within two business days of notification by PUBLIC ENTITY of such request
- F. PROVIDER will make available to PUBLIC ENTITY, at location(s) of PUBLIC ENTITY's choosing, and at reasonable expense to PUBLIC ENTITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for PUBLIC ENTITY, except records containing confidential medical information, within two business days of notification by PUBLIC ENTITY of such request.
- G. Reporting of results to PUBLIC ENTITY by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier

(Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

## II. PUBLIC ENTITY RESPONSIBILITIES

- A. PUBLIC ENTITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of PUBLIC ENTITY.
- B. PUBLIC ENTITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.
- C. PUBLIC ENTITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.
- D. PUBLIC ENTITY will notify PROVIDER of any responsibilities with regard to the PUBLIC ENTITY's Employee Assistance Program as it relates to alcohol and drug testing.
- E. PUBLIC ENTITY represents that the means of obtaining results from the PROVIDER (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to PUBLIC ENTITY officials with a business need for the information only.
- F. PUBLIC ENTITY authorizes PROVIDER to request specific information or upon prior consultation with and approval by MUNICIPALITY to order additional tests as necessary or appropriate related to tests performed for PUBLIC ENTITY; PUBLIC ENTITY agrees to pay for additional costs and charges related to such information requests or additional testing performed.
- G. PUBLIC ENTITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by PUBLIC ENTITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.
- H. PUBLIC ENTITY acknowledges that alcohol testing results of a breath-alcohol content over 0.04 or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

## III. ASSIGNED RESPONSIBILITIES

PUBLIC ENTITY and PROVIDER agree that PROVIDER shall bear responsibility for the following procedures and services: (1) Selection/provision of alcohol testing services; (2) Selection/provision of drug testing collections; (3) Selection/provision of drug testing laboratory services; (4) Random selection for drug and/or alcohol testing; and (5) Mandatory reporting to

FMCSA Clearinghouse. PROVIDER agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

#### IV. FEES AND PAYMENT

- A. Fees. Fees for services provided by PROVIDER to PUBLIC ENTITY will be in accordance with the *FEE SCHEDULE* hereby incorporated by attachment into this Agreement.
- B. Fee Changes. The price for services rendered under this Agreement will not change unless PROVIDER notifies PUBLIC ENTITY in writing sixty (60) days in advance of a price change. On or before the date the price change goes into effect, PUBLIC ENTITY shall inform PROVIDER, in writing, whether it agrees to the price change. If PUBLIC ENTITY does not agree to the new price, PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then-current price for the duration of the Agreement, or either party may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.
- C. Significant Changes in Services Provided. If during the term of this Agreement there is a significant change in the requirements of the PROVIDER, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, PROVIDER shall provide written notice of such change to PUBLIC ENTITY. Upon service of such notice, both parties agree to work in good faith to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement. In the event that the parties do not come to an agreement within forty five (45) days of service of the notice, either party may terminate this Agreement, by providing the other party with at least fourteen (14) days' notice.
- D. Payment. PROVIDER will invoice PUBLIC ENTITY for all services provided on a monthly basis. Payment terms are net thirty (30) days after the PUBLIC ENTITY's receipt of the invoice. Overdue payments are subject to interest accruing at a rate of 1.5% per month. In the case of failure of PUBLIC ENTITY to make timely payment, PROVIDER may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

#### V. TERM

The term of this Agreement shall be for a period of one (1) year commencing **on January 1, 2023, and terminating on December 31, 2024**, with the understanding that this Agreement will renew itself for an additional term of one (1) year, through 2025, unless terminated prior to that date in writing by either party herein. Either party may terminate this Agreement at any time, with or without cause by providing the other party with at least thirty (30) days' written notice.

## **VI. INSURANCE**

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

## **VII. CONFLICTS OF INTEREST.**

PROVIDER, in performing work for and on behalf of the PUBLIC ENTITY, must conduct business according to the highest ethical standards. The PUBLIC ENTITY recognizes the right of individuals to engage in outside activities that are private in nature and unrelated to governmental business. However, business dealings can create or appear to create a conflict between the individual and the PUBLIC ENTITY's interests.

Prior to becoming a vendor for the PUBLIC ENTITY, all vendors are required to disclose possible conflicts so that the PUBLIC ENTITY may assess and prevent potential conflicts. Therefore, the PROVIDER must disclose any possible conflicts of interest prior to signing this Agreement. The PROVIDER after being engaged by the PUBLIC ENTITY shall not engage in matters that create a conflict of interest for the PUBLIC ENTITY. If a potential conflict arises, the PROVIDER must promptly notify the PUBLIC ENTITY of the possible conflict of interest. The PROVIDER shall not take any action that will be adverse to the PUBLIC ENTITY.

## VIII. GENERAL TERMS.

A. **Compliance with Laws.** In the performance of the duties under this Agreement, each party shall comply with any and all applicable local, state and federal laws, statutes, rules and regulations. The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations. Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C. 2000, et seq. and of the New Jersey Law Against Discrimination. PUBLIC ENTITY and PROVIDER agree to abide by the terms of the Equal Employment Opportunity and Affirmative Action Exhibit, appended hereto as Exhibit B.

B. **Confidentiality.** In the performance of this Agreement, each party is likely to have contact with information of substantial value to the other, including, without limitation, information relating to scientific techniques, designs, drawings, processes, inventions, developments, equipment, prototypes, sales and customer information; and business and financial information, relating to the business, products, practices or techniques (all of the foregoing hereinafter referred to as "Confidential Information"). Each party agrees, at all times, to regard and preserve as confidential such Confidential Information, and to refrain from publishing or disclosing any part of such Confidential Information or from using it, except as expressly provided in this Agreement.

Information received from either party to this Agreement shall not be deemed Confidential Information, and the receiving party shall have no obligation with respect to such information if: (1) such information, as of the effective date of this Agreement, is part of the public domain or becomes part of the public domain through no fault of the receiving party; (2) such information was in possession of the receiving party on the effective date this Agreement, as evidenced by prior written records kept in the ordinary course of the receiving party's business, and the information had not been wrongfully acquired, directly or indirectly, from the other party; (3) such information is subsequently disclosed to the receiving party by a third party not in violation of any right of, or obligation to, the other party to this Agreement; or (4) such information is developed independently and without reference to the Confidential Information.

In the event that either party receives a request to produce Confidential Information pursuant to an order of a court of competent jurisdiction or a facially valid administrative, Congressional, state or local legislative or other subpoena, or believes that such party is otherwise required by law to disclose Confidential Information, then the party from whom disclosure is sought shall promptly notify the other party to this Agreement so that Discloser may seek a protective order or other appropriate remedy.

C. **Independent Contractors.** Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of



partners, joint venturer, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.

- D. **Responsibility for Employer Policy and Program.** The parties understand and agree that PROVIDER does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that PUBLIC ENTITY has sole responsibility for all such decisions. PROVIDER shall not be responsible for any damages resulting from acts or omissions of the PUBLIC ENTITY under the PUBLIC ENTITY's substance abuse policy.
- E. **Severability.** If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force, and effect in the same manner as if the invalid or illegal provisions had not been contained herein.
- F. **Force Majeure.** Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party.
- G. **Waiver.** The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.
- H. **Indemnification and Limitation of Liability.** Each Party ("Indemnitor") will defend, indemnify and hold harmless the other party, its affiliates, and their respective officers, directors, trustees, employees, agents, successors and permitted assigns ("Indemnitee(s)") from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature (including court costs and reasonable attorneys' fees) (collectively "Claim(s)"), to the extent such Claims are attributable to the acts, omissions, or willful misconduct of, or breach of this Agreement for any reason by, Indemnitor, its affiliates and their respective employees, agents, contractors or subcontractors. This provision shall survive Termination or expiration of this Agreement.

EXCEPT WITH RESPECT TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY, INTELLECTUAL PROPERTY CLAIMS, MATTERS COVERED BY INSURANCE, VIOLATIONS OF THE CONFIDENTIALITY PROVISIONS HEREOF, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THREE (3) TIMES THE TOTAL AMOUNT OF FEES PAID BY PUBLIC ENTITY PURSUANT TO THIS AGREEMENT.

- I. **Governing Law.** The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of New Jersey including all matters of construction, validity and performance but without giving effect to New Jersey choice-of-law or conflict-of-law principles. The Parties hereby consent to the filing of an action in, and personally submit to the jurisdiction of, the state courts located in Bergen County, New Jersey, or the United States District Court for the District of New Jersey, and further agree that such courts shall be exclusive courts of jurisdiction and venue for any litigation arising out of or in connection with this Agreement.
- J. **Entire Agreement.** This Agreement represents the entire Agreement between PROVIDER and PUBLIC ENTITY. This Agreement supersedes all prior Agreements, understandings, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and PUBLIC ENTITY.
- K. **Health Insurance Portability And Accountability Act (HIPAA).** Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules, or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as it may be amended from time to time ("HIPAA"). Furthermore, the Parties agree that should any future interpretation or modification of HIPAA or regulations, rules or orders promulgated thereunder require the modification or amendment of this Agreement, the parties shall in good faith negotiate same.
- L. **Disbarment.** Each Party represents and warrants to the other Party: that neither the Party, nor its trustees, shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

M. **Notices.** Notices required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, by hand delivery or by a nationally recognized overnight delivery service. All notices shall be sent to the parties at the addresses specified below, or to such other address as the parties may from time to time designate in writing, and shall be deemed given when sent, and shall be effective upon receipt or three days of mailing, whichever occurs first. Notice by electronic mail is not accepted.

If to PROVIDER:

Jose Balderrama  
VP, Human Resources  
15 Essex Road, Suite 206  
Paramus, New Jersey 07652  
jbalder@valleyhealth.com

With a copy to:

Robin Goldfischer  
Senior Vice President & General Counsel  
Valley Health System  
223 North Van Dien Avenue  
Ridgewood, New Jersey 07450  
rgoldfi@valleyhealth.com

If to PUBLIC ENTITY:

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

- N. **Amendment.** This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Parties.
- O. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties, their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect.
- P. **Construction.** The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises,

this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring a party by virtue of the authorship of any of the provisions of this Agreement.

- Q. **Further Assurances.** Each Party covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.
- R. **Survival.** Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement shall survive the termination or expiration of the Agreement, including but not limited to, indemnities, confidentiality, records retention and access, and restrictive covenants, if applicable.
- S. **Third Party Beneficiaries.** The parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.
- T. **Counterparts.** This Agreement may be executed in any number of counterparts, and by facsimile or electronic transmission, each of which, when executed, shall be deemed to be an original, and all of which, together, shall be deemed to be one and the same instrument, valid and binding on all parties

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

Provider: Valley Health System, Inc.

Public Entity: Closter, Borough of

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### FEE SCHEDULE

(Pricing based on program including all driver DOT physicals)

The following services are included in the per-driver fee: (1) Random; (2) Post-Accident; (3) Reasonable Suspicion; and (4) Return to Duty.

### BUNDLED PRICES FOR SERVICES

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

PUBLIC ENTITY agrees to pay PROVIDER \$ 68.00 per driver for DOT drug test (UDS)  
and DOT alcohol test (BAT)

PUBLIC ENTITY agrees to pay PROVIDER \$ 100.00 per DOT physical

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

PUBLIC ENTITY agrees to pay PROVIDER \$ 160.00 per split sample test

PUBLIC ENTITY agrees to pay PROVIDER \$ 180.00 per post accident On- Site service

PUBLIC ENTITY agrees to pay PROVIDER \$ 68.00 per non-covered UDS

PUBLIC ENTITY agrees to pay PROVIDER \$ 55.00 per non-covered BAT

#### **Above Fees include:**

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

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

**Exhibit B**

**EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT**

**NON-DISCRIMINATION**

Valley Physician Services, PC t/a Valley Medical Group ("Contractor") and Closter, Borough of ("PUBLIC ENTITY") agree that, in performance of this Agreement, services will be provided without discrimination and in compliance with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq., the New Jersey Law Against Discrimination, and the New Jersey Equal Employment Opportunity and Affirmative Action Rules.

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

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

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

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

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

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

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

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

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

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

- Appropriate evidence that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (such as a Letter of Federal Affirmative Action Plan Approval);
- A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; or
- An Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract/compliance](http://www.state.nj.us/treasury/contract/compliance)), to be completed by the contract, in accordance with N.J.A.C. 17:27-4).

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

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-17**

**RESOLUTION HIRING TEMPORARY DRIVER / LABORER DEPARTMENT OF PUBLIC WORKS 2023 SNOW REMOVAL/EMERGENT WEATHER SEASON**

**WHEREAS**, there exists a need for a Temporary Driver / Laborer for 2023 Snow Removal and Emergent Severe Weather conditions within the Closter Department of Public Works; and,

**WHEREAS**, the following individual meets the requirements to fill the position at the Department of Public Works; and,

**Robert Dippolito    Driver / Laborer    \$40.00 per hour**

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council that Robert Dippolito is hereby appointed to the position of Temporary Driver / Laborer in the Department of Public Works – Streets & Roads Division beginning January 1, 2023 through December 31, 2023 at a rate of \$40.00 per hour as needed for the removal of snow and any emergent weather conditions; not to exceed 37.5 hours per week.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, the Clerk shall provide a certified copy of this Resolution to the Finance Office.

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:** January 2, 2023


**ATTEST:**

  
Stephanie Evans, Borough Clerk

**APPROVED:**

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk



**BOROUGH OF CLOSTER**  
**RESOLUTION #23-18**

**RESOLUTION APPOINTING DET. SGT. KEITH DOMBKOWSKI AS MUNICIPAL  
HUMANE LAW ENFORCEMENT OFFICER**

WHEREAS, in a letter dated May 8, 2018, from Deborah Yankow, Division Director Animal Services, advising of a new law (S3558/A5231) that abolished the State Society for the Prevention of Cruelty to Animals (SPCA) ; and

WHEREAS, the letter requested that each municipal governing body appoint a Municipal Humane Law Enforcement Officer (MHLEO); and

WHEREAS, the Chief of Police recommends appointing Det. Sgt. Keith Dombkowski as the Municipal Humane Law Enforcement Officer (MHLEO): and


NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Closter that Det. Sgt. Keith Dombkowski is hereby appointed as the Municipal Humane Law Enforcement Officer (MHLEO).

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: January 2, 2023


ATTEST:

APPROVED:

  
Stephanie Evans, 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 Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-19**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE  
BOROUGH OF NORWOOD, NORTHVALE and DEMAREST FOR THE CLOSTER  
POLICE FIRING RANGE**

WHEREAS, the Borough of Closter has a Police Department Firing Range for training and qualification of the members of its police department; and

WHEREAS, representatives from the Borough of Norwood, the Borough of Northvale and the Borough of Demarest have indicated a desire to share services with the Borough of Closter and to use the Closter Police Firearms Training Facility for members of their respective police departments from January 1, 2023 through December 31, 2023; and

WHEREAS, the Closter Chief of Police recommended this Shared Services Arrangement to the Mayor and Council and has prepared Standard Operating Procedures (SOPs) for the range as part of a Shared Services Agreement at a rate of \$200.00 per Officer for hand gun and small arms qualifications and an additional \$100.00 surcharge per Officer for qualifications of high powered rifles.

WHEREAS, the Borough Attorney reviewed the SOPs and Shared Services Agreement and found same to be in order; and

WHEREAS, the Borough's Risk Manager reviewed the insurance provisions and found same to be in order.

NOW, THEREFORE, BE IT RESOLVED by the Borough of Closter that:

1. A Shared Services Agreement between the Borough of Closter and the Borough of Norwood, the Borough of Northvale and the Borough Of Demarest for use of the Police Firing Range is hereby authorized; and
2. The Chief of Police is hereby authorized to forward the SOPs and Shared Services Agreement to the Borough of Norwood, the Borough of Northvale and the Borough of Demarest; and
3. The Mayor and Clerk are hereby authorized to execute the aforementioned Shared Services Agreement

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: January 2, 2023

ATTEST:

Stephanie Evans  
Stephanie Evans, Borough Clerk

APPROVED:

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

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

Stephanie Evans  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-20**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF RIVER VALE FOR THE CLOSTER POLICE FIRING RANGE**

WHEREAS, the Borough of Closter has a Police Department Firing Range for training and qualification of the members of its police department; and

WHEREAS, representatives from the Township of River Vale have indicated a desire to share services with the Borough of Closter and to use the Closter Firing Range for members of their respective police department from January 1, 2023 through December 31, 2023; and

WHEREAS, the Closter Chief of Police recommended this Shared Services Arrangement to the Mayor and Council and has prepared Standard Operating Procedures (SOPs) for the range as part of a Shared Services Agreement at a rate of \$200 per Officer for qualifications of high powered rifles only; and

WHEREAS, the Borough Attorney reviewed the SOPs and Shared Services Agreement and found same to be in order; and

WHEREAS, the Borough's Risk Manager reviewed the insurance provisions and found same to be in order.

NOW, THEREFORE, BE IT RESOLVED by the Borough of Closter that:

1. A Shared Services Agreement between the Borough of Closter and the Township of River Vale for use of the Police Firing Range is hereby authorized; and
2. The Chief of Police is hereby authorized to forward the SOPs and Shared Services Agreement to the Township of River Vale; and
3. The Mayor and Clerk are hereby authorized to execute the aforementioned Shared Services Agreement


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: January 2, 2023


ATTEST:

  
Stephanie Evans, Borough Clerk

APPROVED:

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-21**

**RESOLUTION AUTHORIZING THE BOROUGH OF CLOSTER THROUGH THE  
CLOSTER POLICE DEPARTMENT TO FILE AN APPLICATION TO PARTICIPATE  
IN THE FEDERAL 1033 PROGRAM TO ENABLE SAID DEPARTMENT TO  
REQUEST AND ACQUIRE EXCESS DEPARTMENT OF DEFENSE EQUIPMENT**

WHEREAS, the United States Congress authorized the 1033 Program to make use of excess US Department of Defense equipment and making such equipment available to local, county and state levels of government; and,

WHEREAS, under the 1033 Program, law enforcement agencies may request resources, and the Defense Logistics Agency (DLA) mandates that all acquired 1033 equipment be under the control of the requesting law enforcement agency who requests it; and,

WHEREAS, Senate Bill No. 2364-1(a) recently enacted by the New Jersey Legislature as P.L. 2015 Chapter 23, requires that all local or county law enforcement agencies wanting to apply to the 1033 Program, be approved by Resolution by a majority of the full membership of the governing body of that jurisdiction and the said DLA requires that applications for Program participation be submitted every 365 days; and,

WHEREAS, the said Mayor and Council is aware that certain equipment available in the RTD system will not be approved by the New Jersey State Coordinator for the Program; these include bayonets, combat gloves and simulated rocket launchers; and,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Closter, County of Bergen, and State of New Jersey that it hereby authorizes the Closter Police Department to participate in the Federal 1033 Program administered through the law Enforcement Support Office (LES) and that said Department may acquire any DEMIL A (non-controlled) property in the RTD system without restriction; and,

BE IT FURTHER RESOLVED that said Mayor and Council finds that the Closter Police Department may request and acquire certain DEMIL B through H (controlled) property in the RTD system and it has been determined that based on the needs of this venue, law enforcement may not acquire armored tactical vehicles or marine vessels over 28' without specific approval of the governing body; and

BE IT FURTHER RESOLVED that any special application for weapons, aircraft, or MRAP's must be authorized by the governing body prior to the submission of the application and that these resources are not available in the RTD system and require special application; and

BE IT FURTHER RESOLVED that said Mayor and Council of the Borough of Closter further requires that the designated LESO Point of Contact for this venue submit a monthly report regarding acquired 1033 Program property and in the event that any property had been obtained contrary to the intent of P.L. 2015 c23, the State Coordinator shall be contacted and equipment shall be transferred or returned via the federal inventory database system (FEPMIS); and,


BE IT FURTHER RESOLVED that said Board recognizes that the acquisition of 1033 Program property is time-sensitive as resources are allocated to all State based on time-stamp of requisition and in the event that a LESO Point of Contact requests an item in good faith and said item is determined to be contrary to the intent of this resolution, the LESO Point of Contact may cancel the request prior to the acquisition of the property, without being in violation of P.L. 2015 c.23.

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: January 2, 2023


ATTEST:

APPROVED:

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-22**

**Bergen County Law Enforcement Mutual Aid Resolution**

**WHEREAS**, the police departments in Bergen County have a day to day responsibility to provide for the security of lives and property, for the maintenance and preservation of the public peace and order, and

**WHEREAS**, Law Enforcement Officials also have a responsibility to provide for preparedness against natural emergencies, such as floods, hurricanes, earthquakes, major storms, etc., man-made causes, civil unrest, and civil disobedience such as riot, strikes, jail or prison riots, train wrecks, aircraft crashes, major fires, ethnic disorders, riots, terrorist incidents and bombings, state and national emergencies, and

**WHEREAS**, the Bergen County Police Chief's Association has proposed a Mutual Aid Plan and Rapid Deployment Force to deal with these emergencies, and

**WHEREAS**, this Plan is adopted in accordance with the provisions of N.J.S.A. 40A:14-156, N.J.S.A. 40A:14-156.1, N.J.S.A. 40A:14-156.4 and N.J.S.A. App. A:9-40.6, and

**WHEREAS**, this Plan will provide a uniform procedure for the coordination of the requesting, dispatching, and utilization of law enforcement personnel and equipment whenever a local law enforcement agency requires mutual aid assistance from any other jurisdiction, both contiguous and non-contiguous, in the event of an emergency, riot or disorder, in order to protect life and property, and

**WHEREAS**, it is also recognized that the Closter Chief of Police, in accordance with the provisions of N.J.S.A. 40A:14-118 and under the authority of the Bergen County Prosecutor, has the authority to assign officers to the Task Force, Rapid Deployment Team (RDF,RDT), or Regional SWAT team operated in conjunction with the Bergen County Prosecutor's office, and

**WHEREAS**, it is the desire of the Mayor and Council of the Borough of Closter to participate in a Mutual Aid Plan / Protocol and Rapid Deployment Force in accordance with the Plan as submitted by the Bergen County Police Chief's Association and Prosecutors Office 2020-14.


**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Closter that the police Department of the Borough of Closter, under the direction of the Chief of Police, cooperate with the Bergen County Police Chief's Association to create an Interlocal Services Agreement with all municipalities in the County of Bergen in order to put into place the Mutual Aid Plan / Protocol and Rapid Deployment Force, and

**BE IT FURTHER RESOLVED** that a copy of the Resolution be forwarded to the County Executive, the Board of Chosen Freeholders, the County Prosecutor, and all municipalities in the County of Bergen.


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

Adopted: January 2, 2023


ATTEST:

  
Stephanie Evans, Borough Clerk

APPROVED:

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-23**

**RESOLUTION ADOPTING A FORM REQUIRED TO BE USED FOR THE**  
**FILING OF NOTICES OF TORT CLAIMS AGAINST THE**  
**BOROUGH OF CLOSTER IN ACCORDANCE WITH THE PROVISIONS OF**  
**THE NEW JERSEY TORT CLAIMS ACT, N.J.S.A. 59:8-6.**

WHEREAS, the New Jersey Tort Claims Act N.J.S.A. 59:8-6 provides that a public entity may adopt a form to be completed by claimants seeking to file a Notice of Tort Claim against the public entity; and

WHEREAS, the Borough of Closter is a public entity covered by the provisions of the New Jersey Tort Claims Act; and

WHEREAS, the Borough of Closter deems it advisable, necessary, and in the public interests to adopt a Notice of Tort Claim form in the form set forth in paragraphs 1 and 2 herein.

1. NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Borough of Closter, that the attached Notice of Tort Claim form be and hereby is adopted as the official Notice of Tort Claim form for the Borough of Closter; and


2. BE IT FURTHER RESOLVED, that all persons making claims against the Borough of Closter, pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:8-1 et seq., be required to complete the form herein adopted as a condition of compliance with the notice requirement of the New Jersey Tort Claims Act.

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: January 2, 2023


ATTEST:

APPROVED:

  
Stephanie Evans, 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 Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk



**BOROUGH OF CLOSTER**  
**RESOLUTION #23-24**

**REDEMPTION CALCULATION FEES**

**WHEREAS**, N.J.S.A. 54:5-97.1 was amended to allow a municipality to charge a \$50.00 fee for a redemption calculation that has been requested by a lienholder on a certificate they own. N.J.S.A. 54:5-54 states a municipality may charge \$50.00 after two calendar year calculations.


**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 charge a lienholder \$50 for a redemption calculation and any party entitled to redeem a tax sale certificate a fee of \$50 for any subsequent redemption calculations during a calendar year.


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

ADOPTED: January 2, 2023

ATTEST:

APPROVED:

  
Stephanie Evans, 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 Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk

**38BOROUGH OF CLOSTER**  
**RESOLUTION #23-25**

**RESOLUTION APPOINTING BOROUGH ATTORNEY FOR THE BOROUGH OF CLOSTER**

WHEREAS, there exists a need for professional, legal services for 2023; and

WHEREAS, fund are available for said purpose; and

WHEREAS, William J. Baily, Esq., Huntington Baily, LLP, is qualified to provide professional legal services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40:A11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bidding be publicly advertise.

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

1. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with:  
Mr. William J. Baily, Esq.  
Huntington Bailey, LLP
2. This contract is being awarded without competitive bidding pursuant to N.J.S.A 40A:11-5, as a professional service.
3. This contract is being awarded through a Fire and Open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.
4. The Borough Clerk is hereby authorized and directed to publish this action once in the official newspaper of the Borough of Closter.
5. That the award of this contract be in accordance with and subject to compliance with the Affirmative Action Regulations of the State of New Jersey and the requirements of Public Law 1975, Chapter 127.

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: January 2, 2023

ATTEST:

APPROVED:

Stephanie Evans  
Stephanie Evans, Borough Clerk

John C. Glidden  
John C. Glidden, Mayor

Certified to be a true copy of Resolution adopted by the Mayor and Council of Borough of Closter at the Reorganization Meeting held on January 2, 2023.

Stephanie Evans  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION # 23-26**

**RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT**  
**AUDITOR**

WHEREAS, there exists a need for professional auditing services for 2023; and

WHEREAS, funds are available for said purpose; and

WHEREAS, Gary J. Vinci / Lerch, Vinci & Bliss LLP, is qualified to provide professional, auditing services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bidding be publicly advertised;

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

1. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with: **LERCH, VINCI & BLISS, , LLP**
2. This contract is being awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5, as a professional service.
3. This contract is being awarded through a Fair and Open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.
4. The Borough Clerk is hereby authorized and directed (in accordance with the publication of notice provisions of N.J.S.A. 40A:11-5(1)(a)(i) to publish a notice of this action once in the official newspaper of the Borough of Closter.
5. That the award of this contract be in accordance with and subject to compliance with the Affirmative Action Regulations of the State of New Jersey and the requirements of Public Law 1975, Chapter 127.

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

Adopted: January 2, 2023

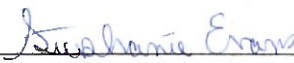
ATTEST:

APPROVED:

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-27**

**RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT**  
**BOND COUNSEL**

WHEREAS, there exists a need for professional bond counsel services for 2023; and

WHEREAS, funds are available for said purpose; and

WHEREAS, the firm of Gibbons P.C. is qualified to provide professional, bond counsel services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bidding be publicly advertised;

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


1. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with: **GIBBONS P.C.**  
(REP. JOHN D. DRAIKIWICZ)
2. This contract is being awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5, as a professional service.
3. This contract is being awarded through a Fair and Open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.
4. The Borough Clerk is hereby authorized and directed (in accordance with the publication of notice provisions of N.J.S.A. 40A:11-5(1)(a)(i) to publish a notice of this action once in the official newspaper of the Borough of Closter.
5. That the award of this contract be in accordance with and subject to compliance with the Affirmative Action Regulations of the State of New Jersey and the requirements of Public Law 1975, Chapter 127.


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: January 2, 2023


ATTEST:

APPROVED:

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-28**

**RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT**  
**BOROUGH ENGINEER**

WHEREAS, there exists a need for professional engineering services for 2023; and

WHEREAS, funds are available for said purpose; and

WHEREAS, Boswell Engineering, is qualified to provide professional, engineering services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bidding be publicly advertised;

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

1. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with:

BOSWELL ENGINEERING  
(REP. NICK DeNICOLA)


2. This contract is being awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5, as a professional service.
3. This contract is being awarded through a Fair and Open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.
4. The Borough Clerk is hereby authorized and directed (in accordance with the publication of notice provisions of N.J.S.A. 40A:11-5(1)(a)(i) to publish a notice of this action once in the official newspaper of the Borough of Closter.
5. That the award of this contract be in accordance with and subject to compliance with the Affirmative Action Regulations of the State of New Jersey and the requirements of Public Law 1975, Chapter 127.

Councilwoman Amitai			X			
Councilwoman Chung			X			
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino		X	X			

Adopted: January 2, 2023

ATTEST:

APPROVED:

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-29**

**RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT**  
**BOROUGH PLANNER**

WHEREAS, there exists a need for professional planning services for 2023 including the Master Plan Re-Examination; and

WHEREAS, funds are available for said purpose; and

WHEREAS, Caroline Reiter, P.P., AICP, T and M Associates, is qualified to provide said professional planning services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bidding be publicly advertised:

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

1. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with: T and M Associates  
(REP. CAROLINE REITER, P.P., AICP)
2. This contract is being awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5, as a professional service.
3. This contract is being awarded through a Fair and Open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.
4. The Borough Clerk is hereby authorized and directed (in accordance with the publication of notice provisions of N.J.S.A. 40A:11-5(1)(a)(i) to publish a notice of this action once in the official newspaper of the Borough of Closter.
5. That the award of this contract be in accordance with and subject to compliance with the Affirmative Action Regulations of the State of New Jersey and the requirements of Public Law 1975, Chapter 127.

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: January 2, 2023


ATTEST:

APPROVED:

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held on January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #22-30**

**RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT**  
**COAH PLANNER**

WHEREAS, there exists a need for professional COAH/Affordable Housing planning services for 2023; and

WHEREAS, funds are available for said purpose; and

WHEREAS, Caroline Reiter, P.P., AICP, T and M Associates, is qualified to provide professional COAH/Affordable Housing planning services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bidding be publicly advertised;

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

1. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with:  
T and M ASSOCIATES  
(REP. CAROLINE REITER, P.P., AICP)
2. This contract is being awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5, as a professional service.
3. This contract is being awarded through a Fair and Open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.
4. The Borough Clerk is hereby authorized and directed (in accordance with the publication of notice provisions of N.J.S.A. 40A:11-5(1)(a)(i) to publish a notice of this action once in the official newspaper of the Borough of Closter.
5. That the award of this contract be in accordance with and subject to compliance with the Affirmative Action Regulations of the State of New Jersey and the requirements of Public Law 1975, Chapter 127.


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: January 2, 2023

ATTEST:

APPROVED:

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-31**

**RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT**  
**FINANCIAL ADVISORY SERVICES**

WHEREAS, there exists a need for professional, financial advisory services for 2023;  
and

WHEREAS, funds are available for said purpose; and

WHEREAS, Daniel C. Mariniello, NW Financial Group, LLC, is qualified to provide financial advisory services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bidding be publicly advertised;

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

1. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with: DANIEL C. MARINIELLO  
NW FINANCIAL GROUP, LLC
2. This contract is being awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5, as a professional service.
3. This contract is being awarded through a Fair and Open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.
4. The Borough Clerk is hereby authorized and directed (in accordance with the publication of notice provisions of N.J.S.A. 40A:11-5(1)(a)(i) to publish a notice of this action once in the official newspaper of the Borough of Closter.
5. That the award of this contract be in accordance with and subject to compliance with the Affirmative Action Regulations of the State of New Jersey and the requirements of Public Law 1975, Chapter 127.

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: January 2, 2023

ATTEST:

APPROVED:

Stephanie Evans  
Stephanie Evans, Borough Clerk

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

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

Stephanie Evans  
Stephanie Evans, Borough Clerk



**BOROUGH OF CLOSTER**  
**RESOLUTION #23-32**

**RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT**  
**LANDSCAPER – FORECLOSED AND ABANDONED PROPERTIES**

WHEREAS, there exists a need for professional landscaping – foreclosed and abandoned property services for 2023; and

WHEREAS, funds are available for said purpose; and

WHEREAS, Mark Lupardi, Lupardi's Nursery, Inc., is qualified to provide landscaping-foreclosed and abandoned property services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bidding be publicly advertised;

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


1. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with: **LUPARDI'S NURSERY, INC.**
2. This contract is being awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5, as a professional service.
3. This contract is being awarded through a Fair and Open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.
4. The Borough Clerk is hereby authorized and directed (in accordance with the publication of notice provisions of N.J.S.A. 40A:11-5(1)(a)(i) to publish a notice of this action once in the official newspaper of the Borough of Closter.
5. That the award of this contract be in accordance with and subject to compliance with the Affirmative Action Regulations of the State of New Jersey and the requirements of Public Law 1975, Chapter 127.

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: January 2, 2023

ATTEST:

APPROVED:

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-33**

**RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT**  
**QUALIFIED PURCHASING AGENT**

WHEREAS, there exists a need for the professional services of a Qualified Purchasing Agent for 2023; and

WHEREAS, funds are available for said purpose; and

WHEREAS, Erik Lenander, is qualified to provide professional Qualified Purchasing Agent services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bidding be publicly advertised;

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

1. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with:

ERIK LENANDER

2. This contract is being awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5, as a professional service.
3. This contract is being awarded through a Fair and Open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.
4. The Borough Clerk is hereby authorized and directed (in accordance with the publication of notice provisions of N.J.S.A. 40A:11-5(1)(a)(i)) to publish a notice of this action once in the official newspaper of the Borough of Closter.
5. That the award of this contract be in accordance with and subject to compliance with the Affirmative Action Regulations of the State of New Jersey and the requirements of Public Law 1975, Chapter 127.

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: January 2, 2023

ATTEST:

APPROVED:

Stephanie Evans  
Stephanie Evans, Borough Clerk

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

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

Stephanie Evans  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-34**

**RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT**  
**RISK MANAGEMENT CONSULTANT**

WHEREAS, the Borough of Closter is a current member of the Bergen County Municipal Joint Insurance Fund; and

WHEREAS, the Fund Bylaws require the appointment of a Risk Management Consultant; and

WHEREAS, the Borough of Closter desires a Risk Management Consultant to perform various services in connection with its membership in the insurance fund for 2023; and

WHEREAS, insurance consultant services are an exception to the bidding requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) by virtue of N.J.S.A. 40A:11-5(1)(a)(ii) and 40A:11-5(1)(m) in that said services are considered to be Extraordinary Unspecifiable Services; and

WHEREAS, John F. Zisa, Accrisure/Scirocco Group, LLC, is qualified to provide insurance and risk management services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bidding be publicly advertised;

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


1. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with;
2. This contract is being awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5, as a professional service.
3. This contract is being awarded through a Fair and Open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.
4. The Borough Clerk is hereby authorized and directed (in accordance with the publication of notice provisions of N.J.S.A. 40A:11-5(1)(a)(i) to publish a notice of this action once in the official newspaper of the Borough of Closter.
5. That the award of this contract be in accordance with and subject to compliance with the Affirmative Action Regulations of the State of New Jersey and the requirements of Public Law 1975, Chapter 127.


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: January 2, 2023


ATTEST:

APPROVED:

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk



**BOROUGH OF CLOSTER**  
**RESOLUTON #23-36**

**RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT**  
**BOROUGH ALTERNATE PROSECUTOR**

WHEREAS, there exists a need for professional legal services of an Alternate Prosecutor for 2023; and

WHEREAS, funds are available for said purpose; and

WHEREAS, Elsbeth J. Crusius, Esq., Elsbeth J. Crusius, LLC, is qualified to provide professional legal services as an Alternate Prosecutor; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bidding be publicly advertised;

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


1. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with: **ELSBETH J. CRUSIUS, ESQ.**  
**ELSBETH J. CRUSIUS, LLC**
2. This contract is being awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5, as a professional service.
3. This contract is being awarded through a Fair and Open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.
4. The Borough Clerk is hereby authorized and directed (in accordance with the publication of notice provisions of N.J.S.A. 40A:11-5(1)(a)(i) to publish a notice of this action once in the official newspaper of the Borough of Closter.
5. That the award of this contract be in accordance with and subject to compliance with the Affirmative Action Regulations of the State of New Jersey and the requirements of Public Law 1975, Chapter 127.


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: January 2, 2023


ATTEST:

APPROVED:

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-37**

**RESOLUTION APPOINTING A BOROUGH LABOR ATTORNEY FOR THE**  
**BOROUGH OF CLOSTER**

WHEREAS, there exists a need for professional legal services for 2023; and

WHEREAS, funds are available for said purpose; and

WHEREAS, Raymond Wiss, Wiss & Bouregy, P.C. is qualified to provide professional legal services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bidding be publicly advertised;

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

1. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with:
 

Raymond Wiss  
Wiss & Bouregy, P.C.
2. This contract is being awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5, as a professional service.
3. This contract is being awarded through a Fair and Open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.
4. The Borough Clerk is hereby authorized and directed (in accordance with the publication of notice provisions of N.J.S.A. 40A:11-5(1)(a)(i) to publish a notice of this action once in the official newspaper of the Borough of Closter.
5. That the award of this contract be in accordance with and subject to compliance with the Affirmative Action Regulations of the State of New Jersey and the requirements of Public Law 1975, Chapter 127.

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: January 2, 2023

ATTEST:

APPROVED BY:

Stephanie Evans  
Stephanie Evans, Borough Clerk

John C. Glidden, Jr.  
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 Reorganization Meeting held on January 2, 2023.

Stephanie Evans  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-38**

**RESOLUTION APPOINTING A BOROUGH ACTUARIAL CONSULTING SERVICES FOR THE BOROUGH OF CLOSTER**

WHEREAS, there exists a need for professional actuarial services for 2023; and

WHEREAS, funds are available for said purpose; and

WHEREAS, Robert Cirkiel, Cirkiel Actuarial Consulting, LLC, is qualified to provide professional actuarial services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bidding be publicly advertised;

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

1. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with: Robert Cirkiel  
Cirkiel Actuarial Consulting LLC
2. This contract is being awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5, as a professional service.
3. This contract is being awarded through a Fair and Open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.
4. The Borough Clerk is hereby authorized and directed (in accordance with the publication of notice provisions of N.J.S.A. 40A:11-5(1)(a)(i) to publish a notice of this action once in the official newspaper of the Borough of Closter.
5. That the award of this contract be in accordance with and subject to compliance with the Affirmative Action Regulations of the State of New Jersey and the requirements of Public Law 1975, Chapter 127.

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: January 2, 2023

ATTEST:

APPROVED BY:

Stephanie Evans  
Stephanie Evans, Borough Clerk

John C. Glidden, Jr.  
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 Reorganization Meeting held on January 2, 2023.

Stephanie Evans  
Stephanie Evans, Borough Clerk





**BOROUGH OF CLOSTER**  
**RESOLUTION #23-40**

**FIRE DEPARTMENT INTERBORO MUTUAL AID GROUP AGREEMENT**

**WHEREAS**, it is the intent of the undersigned municipalities, its fire departments and respective fire companies to enter into a mutual aid and assistance program pursuant to and required by law as set forth in N.J.A.C. 5:75A-2.2, and

**WHEREAS**, this agreement is intended to supersede any earlier agreements which may have been signed between the parties hereto, and

**WHEREAS**, this agreement shall be by and between the following boroughs, towns, municipalities, fire departments and fire companies and the parties agree to be bound thereby,

Alpine	Dumont	Norwood
Bergenfield	Harrington Park	Old Tappan
Closter	Haworth	Rockleigh
Cresskill	New Milford	Tenafly
Demarest	Northvale	

**WHEREAS**, it is necessary to have an agreement to define the obligations and duties of the parties of the Interboro Mutual Aid Group;

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

1. Call for assistance: all calls for assistance among the Mutual Aid members shall be made through the dispatch facility of the department or municipality requiring assistance to the dispatch facility for the town from which assistance is requested. The request for assistance shall come from the Fire Chief or other ranking officer in charge of the fire or emergency incident. The town(s) requesting the assistance shall give the following information: location of the fire or emergency incident, route to be taken, and type of equipment requested. Towns requesting assistance shall have a police radio car on the town boundary line to meet the apparatus and escort them to the location of the fire or emergency incident if needed.
2. The Fire Chief, Deputy Fire Chief, Assistant Fire Chief or ranking officer in charge of the fire department that called for assistance shall be in charge of the fire or emergency incident in accordance with NJAC 5:75 et. seq. Apparatus reporting in from other towns shall report to the Staging Officer or other appropriate Commander at the scene prior to placing apparatus and personnel to work.
3. There shall be no charge imposed against any member municipality or department receiving personnel, apparatus or equipment.
4. Cost recovery may only be imposed where permitted by the New Jersey Uniform Fire Code; federal, state and local laws allowing for cost recoverable under law from responsible parties.
5. Each of the undersigned municipalities agrees to assume the cost of loss or damage to its own equipment.
6. It is understood that the Agreement will take effect and be operative by all municipalities and departments that sign same until such time as any municipality or department provides notice of their intent to withdraw from the mutual aid group. A (30) day written notice shall be given by any party to this Agreement of their intention to withdraw from this Agreement. The

Agreement shall remain in full force thereafter as regards the remaining signatories.

**BE IT FURTHER RESOLVED** that a copy of this Resolution be forwarded to the Mayor and Council of the aforementioned municipalities.

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: January 2, 2023


ATTEST:

APPROVED:

  
Stephanie Evans, 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 Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER  
RESOLUTION #23-41**

**2023 BOROUGH HOLIDAY SCHEDULE**

BE IT HEREBY RESOLVED that the following work hours be designated for the year 2023, effective January 2, 2023:

Police Department	40 hours a week as per contract
Department of Public Works	40 hours a week as per contract from 7am to 3pm Monday-Friday
Administrative Department	35 hours a week from 8:30am to 4:30pm Monday-Friday

BE IT FURTHER RESOLVED that the following holidays will be observed with pay for the year 2023 for all Departments excepted as noted:


New Year's Day	Monday, January 2, 2023
Martin Luther King Jr. Day	Monday January 16, 2023
President's Day	Monday, February 20, 2023
Good Friday	Friday, April 7, 2023
Memorial Day	Monday, May 29, 2023
Independence Weekend	Monday, July 3, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Columbus Day	Monday, October 9, 2023
Thanksgiving	Thursday, November 23, 2023
Recovery Day	Friday, November 24, 3023
Christmas Eve	Friday, December 22, 2023
Christmas Day	Monday, December 25, 2023

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

Adopted: January 2, 2023

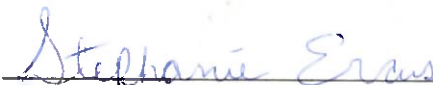
ATTEST:

APPROVED BY:

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held on January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-42**

**RESOLUTION APPOINTING PROFESSIONAL SERVICES APPOINTMENT**  
**BOROUGH ARCHITECTS**

WHEREAS, there exists a need for professional legal services for 2023; and

WHEREAS, funds are available for said purpose; and

WHEREAS, DMR ARCHITECTS, is qualified to provide professional legal services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bidding be publicly advertised;

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

1. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with:  

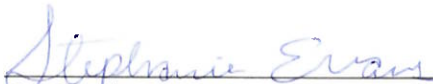
DMR Architects  
(Rep. Pradeep Kapoor)
2. This contract is being awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5, as a professional service.
3. This contract is being awarded through a Fair and Open process, pursuant to N.J.S.A. 19:44A-20.4 et seq.
4. The Borough Clerk is hereby authorized and directed (in accordance with the publication of notice provisions of N.J.S.A. 40A:11-5(1)(a)(i) to publish a notice of this action once in the official newspaper of the Borough of Closter.
5. That the award of this contract be in accordance with and subject to compliance with the Affirmative Action Regulations of the State of New Jersey and the requirements of Public Law 1975, Chapter 127.


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: January 2, 2023

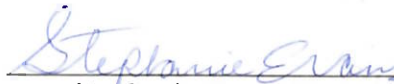
ATTEST:

APPROVED BY:

  
Stephanie Evans, 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 Reorganization Meeting held on January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-43**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE  
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**WHEREAS**, the Superintendent of the Department of Public Works, Borough of Closter has expressed a need for TV inspections of the Borough of Closter’s storm drains and sewer lines; and

**WHEREAS**, the Mayor and Council have determined it to be in the best interest of the Borough of Closter to conduct the TV inspections of the Borough of Closter’s storm drains and sewer lines; and

**WHEREAS**, the Northwest Bergen County Utilities Authority (NBCUA) owns and operates a TV inspection truck, capable of inspecting main sewer lines and service laterals as small as 4” diameter to as large as 56” diameter; and

**WHEREAS**, the NBCUA utilizes New Jersey State Certified operators, inspectors and laboratory services; and

**WHEREAS**, the NBCUA has agreed to provide certain TV services to the Borough of Closter for a per foot price of eighty-nine cents (\$0.89) for the period of January 1, 2023 through December 31, 2023 and for a per foot price of ninety-two cents (\$0.92 for the period of January 1, 2024 through December 31, 2024, with a minimum payment of five hundred dollars (\$500) for each day of inspection in the years 2023 and 2024; and

**WHEREAS**, such agreements are authorized pursuant to N.J.S.A. 40A:65-1 et seq.; and

**WHEREAS**, the Borough Attorney reviewed the Shared Services Agreement and found same to be in order; and

**WHEREAS**, the Borough’s Risk Manager reviewed the insurance provisions and found same to be in order; and

**NOW THEREFORE, BE IT RESOLVED** that the contract shall take effect upon the adoption of the appropriate resolution by the Borough of Closter and the execution of the contract by the parties in accordance with N.J.S.A. 40A:65-1 et seq; and

**BE IT FURTHER RESOLVED** by the Borough of Closter that:


1. A shared Services Agreement between the Borough of Closter and the Northwest Bergen County Utilities Authority is hereby authorized; and
2. The Borough Administrator is hereby authorized to forward the Shared Services Agreement to the Northwest Bergen County Utilities Authority; and
3. The Mayor and Clerk are hereby authorized to execute the aforementioned Shared Services Agreement.

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: January 2, 2023


ATTEST:

APPROVED BY:

  
Stephanie Evans, 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 Reorganization Meeting on January 2, 2023.

  
Stephanie Evans, Borough Clerk

**EXHIBIT A**

**Shared Services Agreement – TV Inspection  
Northwest Bergen County Utilities Authority**

|

|

|



**SHARED SERVICES AGREEMENT – TV INSPECTION**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (hereinafter referred to as “Municipality”), a municipal corporation of the State of New Jersey maintaining offices at \_\_\_\_\_, New Jersey and the **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY** (hereinafter referred to as “NBCUA”), maintaining offices at 30 Wyckoff Avenue, Waldwick, New Jersey.

**WITNESSETH:**

**WHEREAS**, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

**WHEREAS**, the Municipality and NBCUA wish to enter into an Agreement whereby NBCUA will provide TV Inspection services for sanitary sewer systems, or other systems, to the Municipality for the years 2023 and 2024; and

**WHEREAS**, the within Agreement has been duly authorized by appropriate resolutions of the Municipality and NBCUA.

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:

1. This Agreement will be in effect for the 2023 and 2024 calendar years. NBCUA will provide TV Inspection services as set forth in Purchase Order(s) or other written authorization to be issued by the Municipality.
2. The Municipality will pay to the NBCUA a per foot price of eighty-nine cents (\$0.89) in year 2023 and a per foot price of ninety-two cents (\$0.92) in year 2024, with a minimum payment of five hundred dollars (\$500) for each day of inspection in the years 2023 and 2024.

[

[

[

3. Prior to initiating the inspection, the Municipality will certify that the line to be inspected has been cleaned and is available for inspection. Should it become apparent during the inspection that the work cannot continue due to an accumulation of material in the system or other restriction, the inspection will be discontinued and the Municipality will be billed for the work completed or the minimum payment defined above, whichever is greater.
4. The Municipality shall provide the required traffic control to ensure the safe operation of the TV Inspection equipment within the Municipality.
5. Payment shall be made to NBCUA upon completion of the work and certification by the Municipality that the work has been completed in a satisfactory manner.
6. Each party will maintain insurance coverage through the Joint Insurance Fund or other source in connection with workers' compensation, automobile liability, general liability and other coverage.
7. Municipality assumes all liability for, and agrees to indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by the Municipality, its agents, servants or employees.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals, this month, day, and year above written:

ATTEST:

MUNICIPALITY

\_\_\_\_\_

\_\_\_\_\_  
MAYOR

ATTEST:

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

\_\_\_\_\_

\_\_\_\_\_  
EXECUTIVE DIRECTOR



**BOROUGH OF CLOSTER  
RESOLUTION #23-44**

**RESOLUTION TO PURSUE A “FAIR AND OPEN” PROCESS IN AWARDING  
CERTAIN CONTRACTS IN THE BOROUGH OF CLOSTER**

**WHEREAS**, the laws of the State of New Jersey regarding the awarding of certain municipal contracts requires that said contracts be awarded pursuant to the provisions of N.J.S.A. 19:44A-20, et. seq., commonly called the “Pay to Play” law; and

**WHEREAS**, the governing body desires to pursue the “Fair and Open” process set forth in the law in awarding contracts for the following positions for 2023:

- |  |  |
|--|--|
| Borough Auditor  | Borough Bond Attorney                        |
| Borough Attorney   | Borough Appraiser-Commercial/Residential     |
| Borough Labor Attorney   | Actuarial Consulting Services                |
| Attorney to the Planning Board*  | Architect                                    |
| Attorney to the Zoning Board*  | Borough Planner (Master Plan Reexamination)  |
| COAH Planner   | Financial Advisory Services                  |
| Risk Manager   | Ethics Board Attorney                        |
| Qualified Purchasing Agent   | Landscaper-Foreclosed & Abandoned Properties |
| Borough Engineer; Including Planning Board & Zoning Board of Adjustments | Alternate Prosecutor                         |
| Public Prosecutor  |  |
| Public Defender  |  |

Duly licensed personnel to carry out the following public health activities:

- a) Public Health Administration: health Officer, electronic information notification (LINCS), health education.
- b) Environmental Health Services – Registered Environmental Health Specialist (approximately 4 days per week but additional hours may be assigned subject to Board of Health approval)

All of the services described in a & b shall meet “Public Health Practice Standards of Performance for Local Boards of Health in New Jersey”.

**\*WHEREAS**, the governing body recognizes that under the law, the Planning Board and Zoning Board of Adjustment may make the final decision as to whether or not to use the Fair and Open process when awarding their contracts; however, the governing body strongly recommends that these Boards use the Fair and Open process.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough of Closter that the governing body desires to pursue the Fair and Open Process in awarding contracts for the positions set forth above and the Borough Clerk is hereby authorized to advertise for said positions pursuant to the law.

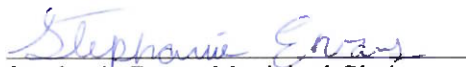
**BE IT FURTHER RESOLVED** that the Borough Clerk and Borough Attorney are hereby authorized to take all further steps necessary to carry out the governing body’s desire to pursue the Fair and Open process in awarding the contracts for the positions set forth above.

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: January 2, 2023

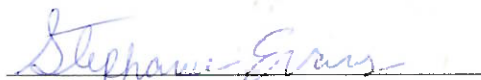
ATTEST:

APPROVED:

  
Stephanie Evans, Municipal Clerk

  
John C. Glidden, Jr. Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held on January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-45**

**RESOLUTION APPOINTING MUNICIPAL COURT JUDGE**

**WHEREAS**, the Borough of Closter operates a Municipal Court and is required by law to have a Municipal Court Judge to reside over court sessions;

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Governing Body of the Borough of Closter hereby appoints Francis J. Leddy, Jr., as the Municipal Court Judge for a three (3) year term, commencing January 1, 2023 through December 31, 2025.

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

Adopted: January 2, 2023


**ATTEST:**

**APPROVED BY:**

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Mayor

Certified to be a true copy of Resolution adopted at the Organization Meeting by the Mayor and Council of Borough of Closter at the Reorganization Meeting held on January 2, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-46**

**RESOLUTION REGARDING AWARD OF 2023 SHARED SERVICES AGREEMENT**  
**BERGEN COUNTY DEPARTMENT OF HEALTH SERVICES ANIMAL CONTROL SERVICES**

**WHEREAS**, The Borough of Closter desires to contract with the County of Bergen for provision of certain professional Animal Control services for the period January 1, 2023 to December 31, 2026; and,

**WHEREAS**, the County of Bergen has agreed to provide certain health services to the Borough of Closter for a fee; and

**WHEREAS**, such agreements are authorized pursuant to N.J.S.A. 40A:65-1 et seq.; and

**WHEREAS**, this contract is in the best interest of the Borough of Closter; and

**WHEREAS**, the Bergen County Department of Health Services is qualified to provide Animal Control Services. A four year proposal has been presented to provide said services beginning January 1, 2023 through December 31, 2026 in the amounts of **\$13,320.70 in 2023, \$13,578.52 in 2024, \$13,836.34 in 2025, and \$14,008.22 in 2026** for Animal Control; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Borough of Closter, in the County of Bergen and State of New Jersey, that the shared services contract between the Borough of Closter and the County of Bergen for the provision of certain professional health services is authorized and accepted and the Mayor and Borough Clerk are hereby authorized and directed to execute an agreement in the amounts of **\$13,320.70 in 2023, \$13,578.52 in 2024, \$13,836.34 in 2025, \$14,008.22 in 2026** annually with the County of Bergen; and

**BE IT FURTHER RESOLVED**, that the contract shall take effect upon the adoption of the appropriate Resolution by the Borough of Closter and the execution of the contract by the parties in accordance with N.J.S.A. 40A:65-1 et seq.

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I, Frank Elenio, CFO, of the Borough of Closter, hereby certify, pursuant to NJSA 40A:9-140.1, et seq. and NJAC 5:30.4, that the funds will be available to the Borough of Closter for calendar year 2023.

Dated: January 2, 2023



\_\_\_\_\_  
Frank Elenio, CFO

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



Adopted: January 2, 2023

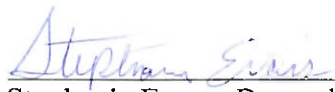
ATTEST:

  
Stephanie Evans, Borough Clerk

APPROVED:

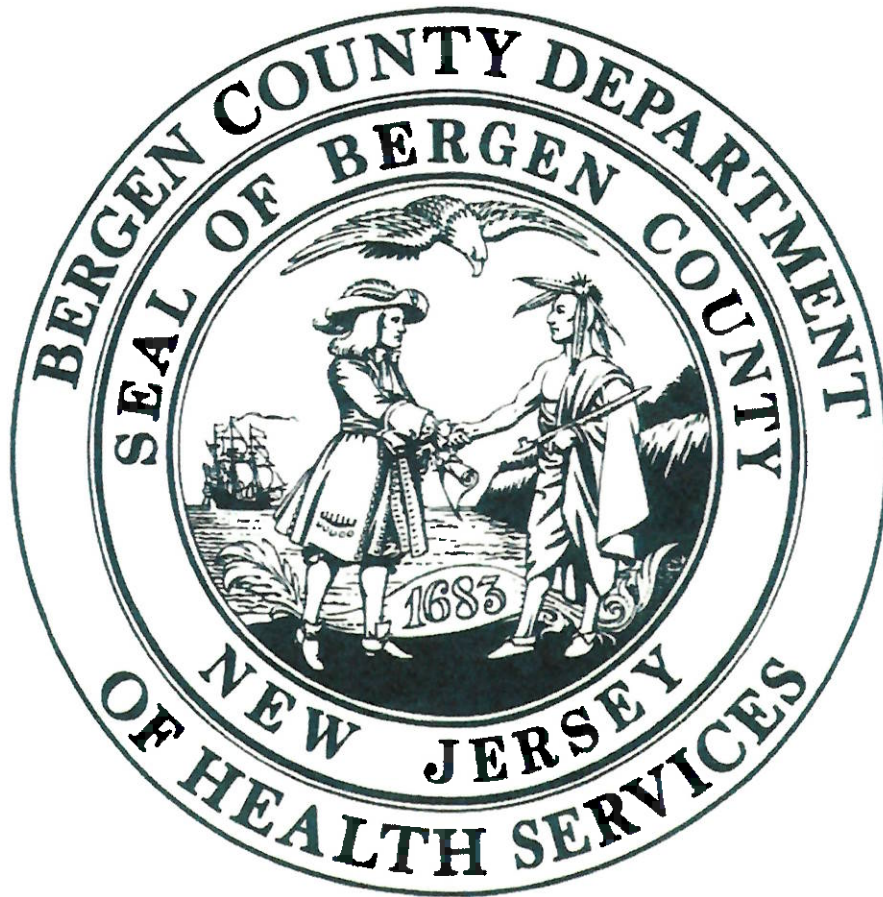
  
John C. Glidden, Jr., Mayor

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter at the Reorganization Meeting held January 2, 2023.

  
Stephanie Evans, Borough Clerk

**EXHIBIT A**

**Shared Services Agreement Between The County of Bergen and Borough of Closter For Provision of  
Animal Control Program Through The County of Bergen**



**BERGEN COUNTY  
DEPARTMENT OF HEALTH SERVICES**

**PUBLIC HEALTH SHARED SERVICES AGREEMENT  
with**

**Borough of Closter**

Approved by Bergen County Resolution No. \_\_\_\_\_, dated \_\_\_\_\_.

Approved by Municipal Resolution No. \_\_\_\_\_, dated \_\_\_\_\_.

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## SHARED SERVICE AGREEMENT

This Shared Services Agreement is made on this 1st day of January 2023 by and between the:

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

Borough of Closter a municipal corporation of the State of New Jersey, (hereinafter referred to as the "MUNICIPALITY"), located at 295 Closter Dock Road Closter, NJ 07624-2645;

(Both collectively known as "the Parties").

### WITNESSETH:

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of Shared Services to reduce local expenses funded by property tax payers; and

**WHEREAS**, the Bergen County Department of Health Services (hereinafter, referred to as "BCDHS") coordinates and assures the preservation, protection and promotion of essential public health services and seeks to assist municipalities with their public health obligations for services; and

**WHEREAS**, MUNICIPALITY desires to contract with the COUNTY for the furnishing of health services of a technical and professional nature by the BCDHS pursuant to the Local Health Services Act (N.J.S.A. 26:3A2-1 et seq.), and as further specified herein; and

**WHEREAS**, MUNICIPALITY adopted Resolution No. \_\_\_\_\_, dated, \_\_\_\_, authorizing its designee to enter into this agreement with the Bergen County Department of Health Services for the services set forth herein; and

**NOW THEREFORE**, in consideration of the promises, covenants, terms and conditions hereinafter set forth, the Parties agree that the COUNTY will provide the MUNICIPALITY with public health services specified herein below and that the MUNICIPALITY will pay to the COUNTY for the specified public health services during the term of this Agreement.

1. Available Bergen County Public Health Services:

The COUNTY will provide one or more of the following public health services modules to the MUNICIPALITY as selected by the MUNICIPALITY. MUNICIPALITY shall enter into this Shared Service Agreement with the COUNTY by selecting one or more of the offered public health services modules. A list of the available modules for the available public health services and a description are included in the Schedule "A" attached hereto and made a part hereof. MUNICIPALITY shall select which services are to be provided by the COUNTY, designating selected services. Available BCDHS services include the following:

- a. Public Health Infrastructure Administration and Health Officer Coverage, including Public Health Nursing, Health Promotion and Education, Registered Environmental Health Specialist Services
- b. Septic and Well Inspection and Monitoring Services.
- c. Animal Control Program Services.

2. Term of Agreement and Termination:

- a. Term: MUNICIPALITY shall select one of two options for length of term: a term of **two (2) years** or a term of **four (4) years**. Both options will begin on January 1, 2023. If this agreement is executed after that date, the cost for that year will be prorated to reflect the shortened term. MUNICIPALITY shall specify the selected modules attached hereto and made a part hereof.
- b. Termination: Either Party to this Agreement shall have the right to terminate this Agreement by providing a Notice of Termination, in writing, to the other Party one hundred and twenty (120) days prior to the termination date of delivery to the other Party.

3. Fees:

- a. MUNICIPALITY agrees to pay fees to the COUNTY in accordance with the fee schedule attached hereto as Schedule "B." The COUNTY will provide MUNICIPALITY with invoices for fixed payments on a semi-annual basis, with MUNICIPALITY required to provide the first payment no later than May 15<sup>th</sup> covering the months of January through June and a second payment due no later than November 30<sup>th</sup> covering the months of July through December.
- b. For fees based upon hourly rates or per unit service charges, the COUNTY will provide MUNICIPALITY with invoices three times each year. The first payment from the MUNICIPALITY shall be due no later than June 15<sup>th</sup>. The second payment shall be due no later than November 30<sup>th</sup>. The final payment shall be

due no later than February 15<sup>th</sup> of the subsequent year.

4. COUNTY Obligations:

The COUNTY agrees to provide all public health services selected by MUNICIPALITY as described in Section B.4 Fee Schedules and as selected by MUNICIPALITY.

5. MUNICIPALITY Obligations:

If the MUNICIPALITY selects a BCDHS service requiring notification of health emergency events to any state agency, the MUNICIPALITY'S health staff/contracted vendors shall be responsible for the timely notification and communication of all emergencies, (e.g., communicable disease, disaster information, public health emergencies) and related information directly to the BCDHS Health Officer or designee and comply with any request for written reports by the BCDHS Health Officer in order to assure best practices and consistency and continuity of services.

Similarly, the MUNICIPALITY's health staff/contracted vendors shall be responsible for communicating (via phone, fax, and/or e-mail), documenting, and reporting to the COUNTY all public health activities conducted by them. They are also required to maintain complete confidentiality on any interventions.

6. Hold Harmless:

The MUNICIPALITY shall defend, indemnify, protect and save harmless the COUNTY and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of any kind or nature, arising out of, or claimed to arise out of, any act, error or omission of the MUNICIPALITY, its consultants, contractors, agents, servants and employees including, but not limited to, expenditures for investigation, legal defense, settlement and/or judgment. Any health-related function or activity not within the scope of the Health Officer license shall be the sole responsibility of the MUNICIPALITY and the MUNICIPALITY shall indemnify and hold harmless the COUNTY from any such activity.

The MUNICIPALITY shall be responsible for and shall indemnify COUNTY and its employees for all costs, injuries, or damages, suffered by any COUNTY employee while performing his/her duties as a COUNTY employee on behalf of the MUNICIPALITY pursuant to the terms and conditions of this Agreement. This indemnification shall also apply to any damages suffered to any COUNTY property or equipment while in use under the terms and conditions of this Agreement. Any damages or injuries suffered by COUNTY employees or COUNTY property caused solely by the negligence of the COUNTY employee shall be the sole responsibility of the COUNTY.

## 7. Miscellaneous:

- a. Entire Agreement. This Agreement, including any Schedules, Appendices and Addenda and replaces any and all prior discussions, understandings, representations, statements, negotiations and prior agreements or understandings between the Parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- b. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such Party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.
- c. General Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq. without regard to its conflict of law principles. All disputes arising out of this Agreement shall be resolved in the Courts of the State of New Jersey.
- d. No Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.
- e. No Third-Party Beneficiaries. Nothing contained herein shall be construed so as to create rights in any third party
- f. Notices. Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party (i) three (3) days after mailing by the Party when notices are sent by First Class Mail, postage prepaid; (ii) on receipt (if sent via facsimile or electronic mail with a confirmed transmission report/delivery receipt); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:



**If to COUNTY:**

Director/Health Officer  
Bergen County Department of Health Services  
One Bergen County Plaza, 4<sup>th</sup> Floor  
Hackensack, New Jersey 07601

**With a copy to:**

Bergen County Counsel  
County of Bergen  
One Bergen County Plaza – Room 580  
Hackensack, New Jersey 07601

**If to the MUNICIPALITY:**

CLERK, Borough of Closter  
295 Closter Dock Road  
Closter, NJ 07624-2645

- g. Non-Discrimination. The Services provided by the COUNTY hereunder shall be in compliance with applicable laws prohibiting discrimination on any basis.
- h. Employee Reconciliation. No employees are intended to be transferred from MUNICIPALITY to COUNTY, or from COUNTY to MUNICIPALITY, pursuant to this Agreement, and the COUNTY will not accept transfer of any employees from MUNICIPALITY to COUNTY by virtue of this Agreement. If a reconciliation plan is required by N.J.S.A. 40A:65-11, it shall be MUNICIPALITY's responsibility to prepare such plan, and, if required, to file same with the Civil Service Commission prior to commencement of services under this Agreement. In such case, COUNTY will cooperate with MUNICIPALITY in the preparation and filing of the plan.
- i. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request non-binding mediation and the non-objection Party must participate in the mediation. The costs of the mediator shall be borne equally by the Parties. The mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The mediator shall have full discretion as to the conduct of the mediation. Each Party shall participate in the mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one Party determines in its sole discretion that its interests are not being served by the mediation.

- j. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No mediator shall be empowered to render a binding decision.
- k. Judicial Proceedings. Upon the conclusion of mediation, either Party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- l. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a Party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- m. Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the COUNTY shall forthwith repay the excess.

**Instructions:** MUNICIPALITY must fill out and return page 9 (Municipal Designation of Selected Public Health Services and Designation of Selected Agreement Term) and page 10 (Signatures) for Agreement to be properly executed.

### **MUNICIPAL DESIGNATION OF SELECTED PUBLIC HEALTH SERVICES**

MUNICIPALITY hereby agrees to retain the COUNTY to perform and provide the following Public Health Services:

- a.      PUBLIC HEALTH OFFICER WITH NURSING, HEALTH PROMOTION & EDUCATION, REGISTERED ENVIRONMENTAL HEALTH SPECIALIST SERVICE
- b.      SEPTIC/WELL SERVICES
- c.   X   ANIMAL CONTROL

### **DESIGNATION OF SELECTED AGREEMENT TERM**

MUNICIPALITY hereby designates the accepted Agreement Term

  X   FOUR (4) YEAR TIME FRAME AGREEMENT

OR

     TWO (2) YEAR TIME FRAME AGREEMENT

**SELECTION MUST BE COMPLETED FOR AGREEMENT TO BE PROPERLY EXECUTED.**

**SIGNATURES:**

**IN WITNESS WHEREOF**, the County of Bergen, and Borough of Closter have caused this Agreement to be signed and their respective seals to be hereunto affixed, pursuant to duly adopted resolutions of their governing bodies, passed for that purpose.

(PLEASE PLACE MUNICIPALITY SEAL OVER ATTESTING SIGNATURE)

ATTESTING SIGNATURE:

By: \_\_\_\_\_

PRINTED: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MUNICIPALITY AUTHORIZING SIGNATURE:

By: \_\_\_\_\_

PRINTED: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTESTING SIGNATURE:

By: \_\_\_\_\_

PRINTED: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF BERGEN:

By: \_\_\_\_\_  
James J. Tedesco, III, County Executive  
or

Thomas J. Duch, Esq. County Administrator/  
County Counsel

Date: \_\_\_\_\_

**SECTION A**  
**AVAILABLE PUBLIC HEALTH SERVICES AND DESCRIPTION**

**Option 1: PUBLIC HEALTH INFRASTRUCTURE ADMINISTRATION AND HEALTH OFFICER COVERAGE INCLUDING PUBLIC HEALTH NURSING, HEALTH PROMOTION AND EDUCATION, REGISTERED ENVIRONMENTAL HEALTH SPECIALIST SERVICES**

PUBLIC HEALTH INFRASTRUCTURE

The MUNICIPALITY shall appoint the BCDHS Health Officer as its Municipal Health Officer. By contracting with the COUNTY for Health Officer and Administrative Services, BCDHS will be the Public Health Agency for the MUNICIPALITY as required by the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52.

The BCDHS Health Officer shall be the enforcement agent of the MUNICIPALITY for the Sanitary Laws of the State and for Ordinances that are appropriately reviewed by the BCDHS Health Officer prior to their effective date and within the scope and purview of the BCDHS Health Officer's license.

The BCDHS Health Officer shall direct and supervise all public health activities and employees engaged in public health activities of the MUNICIPALITY pursuant to N.J.A.C. 8:52.

The BCDHS Health Officer is responsible for coordination and/or administration of Planning, Epidemiology, Nursing, Health Promotion and Education, Registered Environmental Health Specialist (REHS), Communicable Disease Control. BCDHS Health Officer oversight includes oversight of public health services provided by municipal employees, e.g. Public Health Nurse, REHS, Health Promotion and Education which are provided under the Health Officer's license as defined in N.J.A.C. 8:52 et seq. This oversight includes promulgation of best practices, reports as requested, on-site field assessments, and participation in technical/clinical trainings. This oversight shall not include administrative or disciplinary oversight of municipal employees.

In addition, BCDHS Health Officer oversight includes any municipal contracted services which are operated under the Health Officer's license as defined in N.J.A.C. 8:52 et seq.;

All Agreements with the COUNTY for Health Officer services include REHS staff, a Health Promotion and Education Program representative, and Public Health Nursing Oversight, as defined in N.J.A.C. 8:52 et seq.

The COUNTY shall perform the services set forth under Chapter N.J.A.C. 8:52 as listed below. Public Health Officer shall perform, be responsible for and oversee:

- a. Communicable Disease Reportable Surveillance System
- b. School Immunization Auditing
- c. Adult Health Consultation
- d. Nursing Oversight Supervision- Local Health Departments, Public

Health Nurses

- e. Vaccinations
- f. Childhood Blood Lead Case Management
- g. Health Promotion and Education
- h. State mandated public health inspections and investigations

Information about each service covered by the election of Option 1 for Health Officer, Public Health Nursing, Health Promotion & Education, and REHS Services can be found below.

### PUBLIC HEALTH NURSING OVERSIGHT

Public Health Nursing activities include childhood elevated blood lead levels, adult wellness programs, school immunization audits and communicable disease prevention, and vaccinations.

Included in Public Health Nursing oversight are the services of specially trained nurses. These professionals work in the field with the local nurse and/or agency nurse assigned, to advise the Board of Health and/or governing body on issues of quality assurance and accountability of services.

- a. Communicable Disease Reportable Surveillance System: Public health nursing services consistent with N.J.A.C. 8:52 et seq.; include participating in Communicable Disease Reporting System, clinical surveillance, case identification and assurance of treatment. Conduct investigations, disseminate and exchange information relative to outbreaks of disease with physicians, hospitals, boards of education and other responsible health agencies as appropriate.
- b. School Immunization Auditing: Assist all schools in implementing and enforcing the immunization requirements contained in Chapter 14 of the State Sanitary Code N.J.A.C. 8:57-4 et seq., by providing immunization services and conducting periodic surveys and annual record audits.
- c. Adult Health Consultation Program: Adult consultation hours are established by mutual agreement with the MUNICIPALITY. Services include: health history evaluation; blood pressure measurement; height and weight measurement; referral and follow-up; and confidential consultation with a Public Health Nurse.

- d. Nursing Oversight Supervision: Whether the MUNICIPALITY chooses to provide their own municipal nurse for public health nursing functions, BCDHS will include nursing service as well as assistance with care plans, communicable disease reporting and investigation, and on-site meetings.

If MUNICIPALITY or local Board of Health contracts with a nursing agency, contracted vendor or employs a municipal nurse, it is the responsibility of the local Board of Health to ensure that the vendor or employee provide all public health nursing services as articulated in N.J.A.C. 8:52 et seq. including all of the oversight noted in the above paragraph.

Vendor agencies will comply with all public health nursing reporting criteria including Communicable Disease Reporting Surveillance System (CDRSS), monthly activity reports, and any other reports determined by the Health Officer as necessary to assure compliance with standard public health practice and appropriate communication of health conditions.

- e. Vaccination: BCDHS will assist with vaccinations as needs necessitate within our communities.
- f. Childhood Lead: The BCDHS shall provide case management oversight to all children and their families with high levels of lead. Will provide education in nutrition, preventive measures, exposure, effects of lead in blood and treatment.

Public Health nursing is practiced under the Bergen County Health Officer license; therefore, any vendor or employee shall submit reports as requested by the Health Officer, BCDHS Director of Nursing, or his/her designee and be subject to monitoring and review by the Health Officer and or their designee to ensure appropriate and comprehensive public health services. Any vendor contract or job description for public health nursing will be reviewed by the Health Officer to ensure an appropriate level and scope of service.

#### HEALTH PROMOTION AND EDUCATION SERVICES

All agreements with the County of Bergen for Health Officer Services also include Health Promotion and Education, as defined in N.J.A.C. 8:52 et seq. This service includes any combination of Health Promotion and Education and related activities which are designed to facilitate behavioral and environmental adaptations to protect or improve health using audio, visual, and print materials to support program initiatives.

- g. The Health Promotion and Health Education service shall provide a comprehensive health promotion and education program which is overseen by a Health Education team. All services provided will be in accordance with N.J.A.C 8:52-3.2 (a).

The Office of Health Promotion and Education offers numerous science-based educational programs to improve the quality of life by promoting nutrition, physical activity, clinical preventive screenings, and creates tools and resources to help individuals make healthy choices.

The Office of Health Promotion and Education will visit the local health department office to communicate current public health issues being addressed by the Department of Health Services. Health education programs are then prepared and conducted by Certified Health Education Specialists (CHES) on these topics. The COUNTY health programs on these local health issues and concerns are available to residents for in-person and virtual presentation, at community events and in coordination with community organizations and school programs. Programs are supported by health education literature and program materials. In addition to current public health issues, a variety of on-going, reoccurring issues and reinforcement for general populous topics.

Assistance with health promotion resources and consultation with a health educator upon request. Health resources, including online sources, are made available to all residents.

Response to public health emergencies in the form of health education literature and/or press releases are also available.

#### REGISTERED ENVIRONMENTAL HEALTH SPECIALIST (REHS) SERVICES

A team of licensed REHS' shall be provided to the MUNICIPALITY. These teams shall perform all State mandated public health inspections and investigations as set forth in the State Sanitary Code. This includes coverage for all reported public health related emergencies 24/7, 365 days per year. Enforcement actions taken by the COUNTY for violations of public health regulations that require a municipal court appearance shall be attended by REHS. The Health Officer or his/her designee shall attend Board of Health meetings held by the MUNICIPALITY.

- h. REHS oversight services include consultations and trainings with the local REHS and other public health municipal employees. These trainings will provide educational opportunities, quality assurance, and accountability of services.

The COUNTY shall inspect on behalf of the MUNICIPALITY delegated facilities regulated by the State Sanitary Code and other relevant State public health laws and codes. REHS services shall be limited to conducting public health compliance and enforcement (C&E) inspections of regulated facilities. The frequency and number of all C&E inspections performed shall be at the sole discretion of the Health Officer or his/her designee.



REHS public health compliance and enforcement inspections shall be limited to the following:

- a. Sanitary Operation of Kennels, Pet Shops, Shelters, and Pounds (N.J.A.C. 8:23A-1.1 through 1.12)
- b. Sanitation in Retail Food Establishments and Food and Beverage Vending Machines (N.J.A.C. 8:24)
- c. New Jersey Youth Camp Safety Standards (N.J.A.C. 8:25)
- d. Public Recreational Bathing (N.J.A.C. 8:26)
- e. Body Art Procedures (N.J.A.C. 8:27)
- f. Tanning Facilities (N.J.A.C. 8:28)
- g. Child Care Centers (N.J.A.C. 10:122-5.2; 7.7; 7.8)

The COUNTY shall investigate all reports of public health nuisances and complaints, animal bites, investigate foodborne, airborne, waterborne, and other suspected disease outbreaks as required by N.J.A.C. 8:52.

Public health investigations shall be limited to the following:

- a. Animal bites (N.J.S.A. 26:4-82; 83; 84; 85)
- b. Public Health Nuisance Code ordinances
- c. Public health complaints
- d. Reportable foodborne illness and suspected disease outbreaks

The COUNTY shall provide the MUNICIPALITY with report(s) related to any public health inspection(s) or investigation(s) conducted herein. The Municipality shall be solely responsible for maintaining files for these reports in accordance with all applicable laws and regulations. Upon request, the MUNICIPALITY shall immediately provide the COUNTY with a courtesy copy of any and all files pertaining to public health inspection(s) and/or investigation(s).

State Sanitary Code inspection and investigation services are practiced under the Health Officer's license; therefore, any contracted REHS vendor or municipal employee shall submit reports as requested by the Health Officer or his/her designee and are subject to monitoring and review by the Health Officer or his/her designee to ensure appropriate and comprehensive public health services are being provided to the MUNICIPALITY.

**SECTION A**  
**AVAILABLE PUBLIC HEALTH SERVICES AND DESCRIPTION**

**Option 2: SEPTIC AND WELL SERVICES**

The MUNICIPALITY shall pay the COUNTY an hourly rate for all septic and well service(s) rendered. Hourly rates for Septic and Well services are contained in Section B.5.

COUNTY Services included:

- a. Septic system plan reviews
- b. On-site soil evaluations (septic systems)
- c. Septic system inspections
- d. Septic system complaint investigations
- e. Realty transfer reviews (septic systems)
- f. File reviews – building department applications (septic systems)
- g. Well plan reviews
- h. Well inspections
- i. Well permit reviews
- j. Well records reviews
- k. Analytical laboratory and PWTA report reviews
- l. Legal actions
- m. Consultations – septic and well (public/contractors/private)

**SECTION A**  
**AVAILABLE PUBLIC HEALTH SERVICES AND DESCRIPTION**

**Option 3: ANIMAL CONTROL SERVICES**

This Agreement meets the mandatory municipal compliance for Animal Control including applicable sections of N.J.S.A. 4:19, N.J.A.C. 8:23A, N.J.A.C. 8-52 and N.J.A.C. 8:57. Animal Program services will be provided at the Bergen County Animal Shelter and Adoption Center (BCASAC), 100 United Lane, Teterboro, NJ 07608.

Mandated Services: Animal regulatory control compliance:

- a. All stray animal patrol and response done by State Certified Animal Control Officers
- b. Stray animal housing and care
- c. Rabies control including free vaccination clinics
- d. Specimen preparation and arrangement of transportation to NJPHEAL (New Jersey Public Health Environmental and Agricultural Laboratory)
- e. Rabies specimen preparation for testing in human exposure cases
- f. Confinement services for stray and owned animals involved in bite cases
- g. Animal Control related humane euthanasia services
- h. Emergency Veterinarian services for sick or injured domestic stray animals. This practice exceeds the basic care (alleviate pain and suffering) required under N.J.A.C. 8:23A-1.9.

The BCASAC provides comprehensive full-time veterinary care to sick or injured domestic animals entering the shelter at no additional cost to the MUNICIPALITY.

COUNTY Animal Control Services included with this Agreement:

- a. Animal control officer available 24/7, 365 days per year
- b. Impoundment of stray domestic animals not limited to public property
- c. Animal mobile adoption/community education services
- d. Rabies vaccination clinic/ State rabies vaccine distribution program
- e. Wildlife rescue including injured animals and orphaned juveniles
- f. Electronic records maintained for lost and found animals
- g. Emergency management when disaster response is requested
- h. Comprehensive follow up for rabies control and human exposure, including County REHS staff, County nursing staff, and County Health Officer
- i. Dead on Arrival (DOA) carcass removal from all municipal public areas
- j. Deer carcass removal from all public and private property at no additional cost to residents
- k. Comprehensive feral cat trap, neuter and release (TNR) program subject to locally managed feral cat colonies.

Resident Services Available: (fee based, visit [www.co.bergen.nj.us](http://www.co.bergen.nj.us))

- a. Respite animal housing and care in cases of eviction, hospitalization, incarceration, limited to 10 days and subject to availability
- b. Surrender of domestic animals, subject to availability
- c. Reclaim: Pet retrieval by owner (with appropriate documentation)
- d. Impoundment of domestic animals per State regulations, Humane Law Enforcement Officer (HLEO) authorization/charges, and/or court ordered
- e. Low-cost routine vaccinations (cats and dogs), as availability permits
- f. Pet Microchipping (cats and dogs)
- g. Proper and legal disposition of remains of deceased animals
- h. Limited services for wildlife assistance on private property: typically, a single animal within a garage, yard or accessible living area of the home. Residents with infestation of rodents, bees, squirrels, raccoons, etc., will need to contract with a private pest control company. The ACO reserves the right to evaluate the situation to determine if it is within the scope of services.

Service Availability / Hours of Operation:

The BCASAC is open to the public in excess of the state minimum of two (2) hours per day. Residents seeking adoption or reclaim information should be directed to the Bergen County Animal Shelter and Adoption Center, 100 United Lane, Teterboro, NJ, (201) 229-4600.

Animal Control staff is available 24 hours per day / seven (7) days a week. All requests for immediate Animal Control Officer Response should be routed through the municipal Police Department to the Bergen County Public Safety Dispatch Center (201-785-8505). Non-emergency requests and resident inquiries should be directed to the COUNTY Animal Control division's office at (201) 229-4616.

Deer Carcass Removal:

- a. County and Municipal Roads, Private Property: COUNTY will provide deer carcass removal service on all County, Municipal and private properties within the MUNICIPALITY. The carcasses shall be removed by a NJDEP licensed transporter within 72 business hours and taken to a disposal facility licensed to receive carcasses. Requests for this service are initiated by the municipal police department by sending a completed deer carcass removal form to Animal Control at [deercarcassremoval@co.bergen.nj.us](mailto:deercarcassremoval@co.bergen.nj.us). Those municipalities not contracting for Animal Control Services with the BCDHS will have to secure their own agreement for deer carcass removal on municipal roads.  
Note: this form can be obtained by emailing a request to [deercarcassremoval@co.bergen.nj.us](mailto:deercarcassremoval@co.bergen.nj.us).
- b. State Roads: Deer carcass removal from state roads within the municipality must be arranged through the N.J. D.O.T. by fax at (609) 588-2511, by phone at 1-609-588-6211, or via the website at: <http://www.state.nj.us/transportation/commuter/potholeform.shtm>

Handling of Strays: Strays are accepted from MUNICIPALITY, regardless of whether they are brought into the Animal Shelter facility by the Animal Control Officer or the public. They may be dropped off during normal Animal Shelter hours.

Wildlife: Animal Control will provide educational guidance to residents for wildlife/pest control concerns on private property. Services beyond the scope of the capabilities of the animal control services shall be referred to private vendors at the choice of the owner.

Adoption: All animals are evaluated, medically and behaviorally, for adoption or rescue placement. Bergen County has adopted a no-kill resolution committed to not euthanizing animals due to lack of space, breed, age, and length of stay or cost of treatment. Comprehensive efforts are made to provide for the adoption of all eligible animals. All adoption and reclaims are handled at the Bergen County Animal Shelter and Adoption Center, 100 United Lane, Teterboro, NJ 07608. Special hours have been designated for adoption and are listed on the website: <http://www.co.bergen.nj.us/shelter>

Field Operations: The Bergen County Department of Health Services is approved and registered by the NJ Department of Environmental Protection (NJDEP) to collect, transport and dispose of solid waste (animal carcasses) N.J.A.C. 7:26-3.2(a) and N.J.A.C. 7:26-3.2 (a)2.

Animal Control maintains fully equipped, temperature-controlled, State compliant vehicles; N.J.A.C. 8:23 A-1.12 All BCDHS Animal Control vehicles display the required NJDEP decal, the NJDEP Solid Waste Registration and carry the required Registration Certificate in the vehicle cab N.J.A.C. 7:26-3.4 (h). Each animal control officer carries a cell phone and police radio for immediate consultation. During all hours, Municipal Police or Health Department officials, using the County Communication System at (201) 785-8505, may reach an Animal Control Officer to expedite response time.

## **SCHEDULE B AGREEMENT FEE SCHEDULE**

MUNICIPALITY agrees to pay fees required for the optional services selected by the MUNICIPALITY. These fees include charges based on the population of a MUNICIPALITY, fees charged on the number of establishments within MUNICIPALITY, fees based on the number of required inspections and fees based on the amount of time expended by employees of the MUNICIPALITY. Specific fees for Health Services Options and for specific services included in a selected option are set forth in a Fee Schedule attached hereto. Fees set forth in the Schedule are applied in the following manner:

### **Option 1. PUBLIC HEALTH OFFICER WITH NURSING, HEALTH PROMOTION AND EDUCATION, REGISTERED ENVIRONMENTAL HEALTH SPECIALIST SERVICES**

MUNICIPALITY agrees to provide financial compensation to the COUNTY for Public Health Officer, Public Health Nursing oversight and Health Promotion and Education on a per resident basis, as set forth in the attached payment fee schedule rate scale, based on the 2020 US Census report. Required Public Health Officer, Nursing and Health Promotion and Education set forth on the fee schedule are payable as outlined in the 2 and 4 year fee schedule attachments for such services. MUNICIPALITY agrees to pay percentage increases in the schedule for subsequent agreement years as set forth on the attached fee schedule.

If the population of the MUNICIPALITY is less than 5,000 residents, the MUNICIPALITY agrees to pay percentage increases in the flat fee charge for subsequent Agreement years as set forth on the attached fee schedule.

Required Registered Environmental Health Specialist Services set forth on the fee schedule are payable as outlined in the 2 and 4 year fee schedule attachments for REHS services. MUNICIPALITY agrees to pay percentage increases in the schedule for subsequent agreement years as set forth on the attached fee schedule.

### **Option 2. SEPTIC/WELL SERVICES**

Services provided pursuant to this option on an hourly basis for all time expended by any COUNTY employee providing Septic/Well Health Services. The COUNTY shall include a description of the Well/Septic service provided on all invoices requiring hourly payments for this service. Septic/Well Services set forth on the fee schedule are payable as outlined in the 2 and 4 year fee schedule attachments for Septic/Well services. MUNICIPALITY agrees to pay percentage increases in the schedule for subsequent agreement years as set forth on the attached fee schedule

Option 3. ANIMAL CONTROL SERVICES

If the MUNICIPALITY selects the Animal Control Option, MUNICIPALITY shall pay for Animal Control on a per resident basis, as set forth in the attached fee schedule. Animal Control Services set forth on the fee schedule are payable as outlined in the 2 and 4 year fee schedule attachments for Animal Control services. MUNICIPALITY agrees to pay percentage increases in the schedule for subsequent agreement years as set forth on the attached fee schedule.

If the population of the MUNICIPALITY is less than 5,000 residents, MUNICIPALITY agrees to pay percentage increases as set forth in the attached fee schedule for subsequent agreement years as set forth on the attached fee schedule.

# SECTION B. AGREEMENT FEE SCHEDULES

## 4 YEAR AGREEMENT FEE SCHEDULE

SERVICE	2022 - current rates	2023 - 2% increase	2024 1.75% increase	2025 - 1.75% increase	2026 1.5% increase
Health Officer (Census Base)	\$1.42	\$1.45	\$1.47	\$1.50	\$1.52
a. Low Population HO Rate (below 5,000)	\$7,300.00	\$7,446.00	\$7,576.31	\$7,708.89	\$7,824.52
REHS - PER INSPECTION					
Retail Food Establishment Risk 1	\$71.50	\$72.93	\$74.21	\$75.50	\$76.64
Retail Food Establishment Risk 2	\$107.26	\$109.41	\$111.32	\$113.27	\$114.97
Retail Food Establishment Risk 3	\$214.52	\$218.81	\$222.64	\$226.54	\$229.93
Retail Food Establishment Risk 4	\$143.01	\$145.87	\$148.42	\$151.02	\$153.29
Public Recreational Bathing	\$214.52	\$218.81	\$222.64	\$226.54	\$229.93
Child Care Center	\$107.26	\$109.41	\$111.32	\$113.27	\$114.97
Kennel, Pet Shop, Shelter/Pound	\$143.01	\$145.87	\$148.42	\$151.02	\$153.29
Youth Camp	\$143.01	\$145.87	\$148.42	\$151.02	\$153.29
Tanning & Body Art Facility Inspections	\$143.01	\$145.87	\$148.42	\$151.02	\$153.29
REHS - ANNUAL FEE					
Complaints	\$143.01	\$145.87	\$148.42	\$151.02	\$153.29
Animal Bites	\$178.78	\$182.36	\$185.55	\$188.79	\$191.63
REHS - FLAT RATE FEE					
Administration Fee	\$3,575.00	\$3,646.50	\$3,710.31	\$3,775.24	\$3,831.87
Disease	\$391.18	\$399.00	\$405.99	\$413.09	\$419.29
RFE Plan Reviews	\$391.18	\$399.00	\$405.99	\$413.09	\$419.29
Temporary Food Event	\$391.18	\$399.00	\$405.99	\$413.09	\$419.29
b. Septic/Well (Hourly Base)	\$77.86	\$79.42	\$80.81	\$82.22	\$83.45
c. Animal Control (Census Base)	\$1.52	\$1.55	\$1.58	\$1.61	\$1.63



## 2 YEAR AGREEMENT FEE SCHEDULE

Renewal thereafter will continue with a 2% annual increase

SERVICE	2022 - current rates	2023 - 2% increase	2024 2.5% increase
a. Health Officer (Census Base)	\$1.42	\$1.45	\$1.48
Low Population HO Rate (below 5,000)	\$7,300.00	\$7,446.00	\$7,632.15
REHS -PER INSPECTION			
Retail Food Establishment Risk 1	\$71.50	\$72.93	\$74.75
Retail Food Establishment Risk 2	\$107.26	\$109.41	\$112.14
Retail Food Establishment Risk 3	\$214.52	\$218.81	\$224.28
Retail Food Establishment Risk 4	\$143.01	\$145.87	\$149.52
Public Recreational Bathing	\$214.52	\$218.81	\$224.28
Child Care Center	\$107.26	\$109.41	\$112.14
Kennel, Pet Shop, Shelter/Pound	\$143.01	\$145.87	\$149.52
Youth Camp	\$143.01	\$145.87	\$149.52
Tanning & Body Art Facility Inspections	\$143.01	\$145.87	\$149.52
REHS - ANNUAL FEE			
Public Health Nuisance Complaints	\$143.01	\$145.87	\$149.52
Animal Bites	\$178.78	\$182.36	\$186.91
REHS - FLAT RATE FEE			
Administration Fee	\$3,575.00	\$3,646.50	\$3,737.66
Foodborne & Communicable Disease	\$391.18	\$399.00	\$408.98
RFE Plan Reviews	\$391.18	\$399.00	\$408.98
Temporary Food Event	\$391.18	\$399.00	\$408.98
b. Septic/Well (Hourly Base)	\$77.86	\$79.42	\$81.40
c. Animal Control (Census Base)	\$1.52	\$1.55	\$1.59

## MUNICIPALITY CENSUS

Municipalities	2010 Census per US Census Report	2020 Census per US Census Report	INCREASE/ DECREASE
<b>Bergen County</b>			
Allendale Borough	6,505	6,848	5.27%
Alpine Borough	1,849	1,762	-4.71%
Bergenfield Borough	26,764	28,321	5.82%
Bogota Borough	8,187	8,778	7.22%
Carlstadt Borough	6,127	6,372	4.00%
Cliffside Park Borough	23,594	25,693	8.90%
Closter Borough	8,373	8,594	2.64%
Cresskill Borough	8,573	9,155	6.79%
Demarest Borough	4,881	4,981	2.05%
Dumont Borough	17,479	17,863	2.20%
East Rutherford Borough	8,913	10,022	12.44%
Edgewater Borough	11,513	14,336	24.52%
Elmwood Park Borough	19,403	21,422	10.41%
Emerson Borough	7,401	7,290	-1.50%
Englewood, City	27,147	29,308	7.96%
Englewood Cliffs Borough	5,281	5,342	1.16%
Fair Lawn Borough	32,457	34,927	7.61%
Fairview Borough	13,835	15,025	8.60%
Fort Lee Borough	35,345	40,191	13.71%
Franklin Lakes Borough	10,590	11,079	4.62%
Garfield city	30,487	32,655	7.11%
Glen Rock Borough	11,601	12,133	4.59%
Hackensack, City	43,010	46,030	7.02%
Harrington Park Borough	4,664	4,741	1.65%
Hasbrouck Heights Borough	11,842	12,125	2.39%
Haworth Borough	3,382	3,343	-1.15%
Hillsdale Borough	10,219	10,143	-0.74%
Ho-Ho-Kus Borough	4,078	4,258	4.41%
Leonia Borough	8,937	9,304	4.11%
Little Ferry Borough	10,626	10,987	3.40%
Lodi Borough	24,136	26,206	8.58%
Lyndhurst Township	20,554	22,519	9.56%
Mahwah Township	25,890	25,487	-1.56%
Maywood Borough	9,555	10,080	5.49%
Midland Park Borough	7,128	7,014	-1.60%
Montvale Borough	7,844	8,436	7.55%
Moonachie Borough	2,708	3,133	15.69%

## MUNICIPALITY CENSUS

Municipalities	2010 Census per US Census Report	2020 Census per US Census Report	INCREASE/ DECREASE
<b>Bergen County</b>			
New Milford Borough	16,341	16,923	3.56%
North Arlington Borough	15,392	16,457	6.92%
Northvale Borough	4,640	4,761	2.61%
Norwood Borough	5,711	5,641	-1.23%
Oakland Borough	12,754	12,748	-0.05%
Old Tappan Borough	5,750	5,888	2.40%
Oradell Borough	7,978	8,244	3.33%
Palisades Park Borough	19,622	20,292	3.41%
Paramus Borough	26,342	26,698	1.35%
Park Ridge Borough	8,645	8,883	2.75%
Ramsey Borough	14,473	14,798	2.25%
Ridgefield Borough	11,032	11,501	4.25%
Ridgefield Park Village	12,729	13,224	3.89%
Ridgewood Village	24,958	25,979	4.09%
River Edge Borough	11,340	12,049	6.25%
River Vale Township	9,659	9,909	2.59%
Rochelle Park Township	5,530	5,814	5.14%
Rockleigh Borough	531	407	-23.35%
Rutherford Borough	18,061	18,834	4.28%
Saddle Brook Township	13,659	14,294	4.65%
Saddle River Borough	3,152	3,372	6.98%
South Hackensack Township	2,378	2,701	13.58%
Teaneck Township	39,776	41,246	3.70%
Tenafly Borough	14,488	15,409	6.36%
Teterboro Borough	67	61	-8.96%
Upper Saddle River Borough	8,208	8,353	1.77%
Waldwick Borough	9,625	10,058	4.50%
Wallington Borough	11,335	11,868	4.70%
Washington Township	9,102	9,285	2.01%
Westwood Borough	10,908	11,282	3.43%
Woodcliff Lake Borough	5,730	6,128	6.95%
Wood-Ridge Borough	7,626	10,137	32.93%
Wyckoff Township	16,696	16,585	-0.66%
<b>TOTAL</b>	<b>905,116</b>	<b>955,732</b>	<b>5.59%</b>
<b>Out of BERGEN COUNTY</b>			
East Newark	2406	2594	7.81%
Harrison	13620	19450	42.80%
Kearny	40684	41999	3.23%
<b>TOTAL</b>	<b>56710</b>	<b>64043</b>	<b>12.93%</b>

## REHS Pricing Worksheet Instructions

Enclosed is a pricing worksheet to help you in determining the anticipated yearly cost to contract for *Direct Registered Environmental Health Specialist (REHS) Services Coverage* with the Bergen County Department of Health Services.

The information required to complete this pricing worksheet can be obtained from your local licensing department or local Board of Health. All businesses and facilities located within your municipality listed below are required to be licensed.

### **REHS – PER INSPECTION FEES**

#### Retail Food Establishment Inspections (RFE)

- *Risk Type 1 RFEs* require one (1) inspection per year. Multiply the total number of licensed *Risk Type 1* establishments located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.
- *Risk Type 2 RFEs* require one (1) inspection per year. Multiply the total number of licensed *Risk Type 2* establishments located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.
- *Risk Type 3 RFEs* require two (2) inspections per year. Multiply the total number of licensed *Risk Type 3* establishments located within your municipality by two (2). This total is the amount of inspections to be used on the pricing worksheet.
- *Risk Type 4 RFEs* require two (2) inspections per year. Multiply the total number of licensed *Risk Type 4* establishments located within your municipality by two (2). This total is the amount of inspections to be used on the pricing worksheet.

#### Public Recreational Bathing Inspections

- *Public Recreational Bathing* facilities require two (2) inspections per year. Multiply the total number of licensed *Public Recreational Bathing* facilities located within your municipality by two (2). This total is the amount of inspections to be used on the pricing worksheet.

#### Child Care Center Inspections

- *Child Care Centers* require one (1) inspection per year. Multiply the total number of licensed *Child Care Centers* located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.

#### Kennel, Pet Shop, Shelter/Pound Inspections

- *Kennels, Pet Shops, Shelters/Pounds* require one (1) inspection per year. Multiply the total number of licensed *Kennel, Pet Shop, Shelter/Pound* facilities located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.

### Youth Camp Inspections

- *Youth Camps* require one (1) pre-operational inspection per year. Multiply the number of New Jersey State licensed *Youth Camps* located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.

### Tanning & Body Art Facility Inspections

- *Tanning & Body Art* facilities require one (1) inspection per year. Multiply the total number of licensed Tanning & Body Art facilities located within your municipality by one (1). This total is the amount of inspections to be used on the pricing worksheet.

## **REHS – ANNUAL FEES**

### Public Health Nuisance Complaints

- Take the previous 2-year average of the total amount of *Public Health Nuisance Complaint* investigations reported. This total is the amount of investigations to be used on the pricing worksheet.

### Animal Bites

- Take the previous 2-year average of the total amount of *Animal Bites* reported. This total is the amount of investigations to be used on the pricing worksheet.

## **REHS – FLAT RATE FEES**

- Food Borne and Communicable Disease Investigation(s)
- Administration
- Retail Food Establishment Plan Review(s)
- Temporary Food Event(s)

Once the total numbers of inspections and investigations have been determined for each individual category, the totals are to then be multiplied by the fee amounts listed on the worksheet for their respective category. Finally, add the totals for each category together for the *Total Yearly Cost of REHS Contracted Services* for your municipality.

Questions?

Please contact Thomas Longo, Program Coordinator at (201) 634-2783.

# REHS Pricing Worksheet:

***Retail Food Establishment Inspections (RFE):***

			<u>FEE</u>		<u>TOTAL</u>
Risk Type 1:	_____ # Facilities x 1= _____	X	_____	=	_____
Risk Type 2:	_____ # Facilities x 1= _____	X	_____	=	_____
Risk Type 3:	_____ # Facilities x 2= _____	X	_____	=	_____
Risk Type 4:	_____ # Facilities x 2= _____	X	_____	=	_____

***Temporary Food Event Inspections***

Yearly Flat Rate			_____	=	_____
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***RFE Plan Reviews***

Yearly Flat Rate			_____	=	_____
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***Public Recreational Bathing Inspections***

_____ # Facilities x 2= _____		X	_____	=	_____
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***Child Care Center Inspections***

_____ # Facilities x 1= _____		X	_____	=	_____
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***Kennel, Pet Shop, Shelter/Pound Inspections***

_____ # Facilities x 1= _____		X	_____	=	_____
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***Youth Camp Inspections***

_____ # Facilities x 1= _____		X	_____	=	_____
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**Tanning & Body Art Facility Inspections**

\_\_\_\_ # Facilities x 1= \_\_\_\_ X \_\_\_\_\_ = \_\_\_\_\_

**Public Health Nuisance Complaints (2-year average)**

\_\_\_\_ # Investigations X \_\_\_\_\_ = \_\_\_\_\_

**Animal Bites (2-year average)**

\_\_\_\_ # Investigations X \_\_\_\_\_ = \_\_\_\_\_

**Foodborne & Communicable Disease Investigations**

Yearly Flat Rate \_\_\_\_\_ = \_\_\_\_\_

**Administration (Court, Board Meetings, OPRA Review, etc.)**

Yearly Flat Rate \_\_\_\_\_ = \_\_\_\_\_

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**Total Estimated Yearly Cost of REHS Contracted Services = \$ \_\_\_\_\_**