

MAYOR AND COUNCIL
BOROUGH OF CLOSTER

REGULAR MEETING MINUTES – WEDNESDAY, FEBRUARY 24, 2021 - 7:30 P.M

The Mayor and Council of the Borough of Closter held a Regular Meeting on Wednesday, February 24, 2021. Mayor Glidden called the meeting to order at 8:30 p.m. and read the following:

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 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

If Executive session is required, the Council will retire to a closed session at the conclusion of the Regular Meeting pursuant to N.J.S.A. 10:4-6 and follow the procedures provided in this statute.

1. PROVISIONS OF OPEN PUBLIC MEETINGS ACT STATEMENT

This meeting is called pursuant to the provisions of the Open Public Meetings Act of the State of New Jersey, was included in the Notice of 2021 Mayor and Council Meetings which was published in The Record on January 15, 2021 and The Star Ledger on January 18, 2021, was posted on the Municipal Clerk’s bulletin board and on the Borough website, and has remained posted as the required notices under the Statute. In addition, a copy of the notice is and has been available to the public and is on file in the office of the Municipal Clerk.

2. ROLL CALL

The following persons were present:
Mayor John C. Glidden, Jr.
Borough Administrator, Edward Hynes
Borough Attorney, Celia S. Bosco
Borough Engineer, Nick DeNicola
Borough Clerk, Arlene Marie Gray
IT Coordinator, Kevin Whitney

The following persons participated via telephone:
Councilpersons Scott Devlin, Alissa Latner, Joseph Yammarino, Jannie Chung
and Victoria Amitai
Chief Financial Officer, Joseph Luppino
OEM Coordinator, James Winters

The following persons were not present:
Councilwoman Dolores Witko
Borough Attorney, Edward T. Rogan
Chief of Police, Jack McTigue

3. SWEARING IN OF ARLENE MARIE GRAY, RMC AS BOROUGH CLERK

Mayor Glidden administered the Oath of Office to Ms. Gray and she thanked the Mayor and Council for her appointment. Mayor Glidden wished her luck in this new position.

4. MAYORAL APPOINTMENTS TO BOARDS AND COMMISSIONS:

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>APPOINTEE</u>	<u>TERM</u>	<u>EXPIRES</u>
*Environmental Commission				
Member / Shade Tree Liaison / Chair	<u>Nancy Pergament</u> <i>Resigned 1/22/21</i>	<u>NO APPOINTMENT</u>	3 Years Unexp. (Pergament)	31-Dec-23
Member/Historic Preservation Liaison	<u>Bobbie Bouton-Goldberg</u> <i>Resigned</i>	<u>NO APPOINTMENT</u>	3 Years Unexp. (Goldberg)	31-Dec-23
Associate Member	<u>Ethel Abrams</u>	<u>NO APPOINTMENT</u>	1 Year	31-Dec-21
Associate Member	<u>Bobbie Bouton-Goldberg</u>	<u>NO APPOINTMENT</u>	1 Year	31-Dec-21

4. MAYORAL APPOINTMENTS TO BOARDS AND COMMISSIONS: Continued

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>APPOINTEE</u>	<u>TERM</u>	<u>EXPIRES</u>
*Planning Board				
Class IV Member	<u>Ann Brewster</u>	<u>NO APPOINTMENT</u>	4 Years Unexp. (Brewster)	31-Dec-22
*Shade Tree Commission				
Member / Shade Tree Liaison	<u>Nancy Pergament</u>	<u>NO APPOINTMENT</u>	5 Years Unexp. (Pergament)	31-Dec-21

ORDINANCES

5. ADOPTION OF THE FOLLOWING ORDINANCE @ 8 P.M. OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD:

The following Ordinance was introduced at the Regular Meeting held 1/27/21, and was published in The Record issue of 2/2/21, as stated in the printer’s affidavit of publication. Reprint of this Ordinance was posted on the Municipal Bulletin Board in accordance with statutory requirements, and copies have been made available to the general public.

BOND ORDINANCE NO. 2021:1277, “ORDINANCE REAPPROPRIATING \$25,000 PROCEEDS OF OBLIGATIONS NOT NEEDED FOR THEIR ORIGINAL PURPOSES TO PROVIDE FOR BODY CAMERAS FOR THE POLICE DEPARTMENT IN THE BOROUGH OF CLOSTER, IN THE COUNTY OF BERGEN, NEW JERSEY”

Mayor Glidden opened the public hearing.

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

Motion approving Adoption of Bond Ordinance No. 2021:1277 was made by Councilwoman Latner, seconded by Councilman Yammarino, and declared carried by Mayor Glidden upon the affirmative vote of Councilpersons Devlin, Latner, Yammarino, Chung and Amitai.

6a. REVIEW OF CONSENT AGENDA ITEMS

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

RESOLUTIONS

7. BILL LIST – FEBRUARY 24, 2021
(Received from Deputy Treasurer 2/17/21)
8. RESOLUTION AUTHORIZING THE DEPUTY TREASURER TO ISSUE A REFUND OF REAL ESTATE TAX OVERPAYMENT IN THE AMOUNT OF \$5,120.13 TO LERETA TAX SERVICE FOR PROPERTY LOCATED AT BLOCK 1710, LOT 15, DUE TO A DUPLICATE PAYMENT FOR FIRST QUARTER 2021 (Received from Tax Collector 2/5/21)
9. RESOLUTION AUTHORIZING THE DEPUTY TREASURER TO ISSUE A REFUND OF REAL ESTATE TAX OVERPAYMENT IN THE AMOUNT OF \$2,322.80 TO LERETA TAX SERVICE FOR PROPERTY LOCATED AT BLOCK 205, LOT 1, DUE TO A DUPLICATE PAYMENT FOR FIRST QUARTER 2021 (Received from Tax Collector’s office 2/12/21)
10. RESOLUTION AUTHORIZING THE DEPUTY TREASURER TO ISSUE A REFUND OF REAL ESTATE TAX OVERPAYMENT IN THE TOTAL AMOUNT OF \$20,917.51 TO CORE LOGIC FOR FOUR (4) NAMED PROPERTIES DUE TO DUPLICATE PAYMENTS FOR FIRST QUARTER 2021 (Received from Tax Collector’s office 2/12/21)
11. RESOLUTION APPROVING SETTLEMENT OF TAX APPEAL FOR THE YEAR 2019: GOLDENBERG v. CLOSTER BOROUGH (Received from Borough Attorney 2/17/21)
12. RESOLUTION APPROVING SETTLEMENT OF TAX APPEAL FOR THE YEARS 2019 AND 2020: IVANIUK v. CLOSTER BOROUGH (Received from Borough Attorney 2/17/21)

13. RESOLUTION AUTHORIZING EXECUTION OF CONSENT AND AGREEMENT AND THE PROVISIONAL APPOINTMENT OF DAWN CURATOLA, CMCA, AS ACTING MUNICIPAL COURT ADMINISTRATOR for Calendar Year 2021 (Received from Administrator’s office 2/17/21)
14. RESOLUTION AUTHORIZING PARTICIPATION IN THE RIVERSIDE COOPERATIVE PRICING AGREEMENT (Received from Administrator’s office 2/17/21)
15. RESOLUTION MEMORIALIZING VOTE TO AUTHORIZE MAYOR TO EXECUTE MACBAIN HOMESTEAD AND FARM LEASE EXTENSION AGREEMENT (Received from Borough Attorney 2/17/21)
16. RESOLUTION RE MUNICIPAL ENDORSEMENT OF SPECTRUM FOR LIVING 2021-2022 CD APPLICATION (2. M.L. 2/4/21)
- 16a. RESOLUTION TO ENTER INTO A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT WITH COUNTY OF BERGEN 2020-2021 - Public Library Community Room ADA Doors Contract Number NV-CLOSTER-02-20 (Received from Administrator’s Office 2/19/21)

MOTIONS

17. MOTION APPROVING THE FOLLOWING ***NON-SALARIED*** APPOINTMENTS TO BOARDS AND COMMISSIONS NOT MADE AT THE REORGANIZATION MEETING HELD 1/4/21: None

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>APPOINTEE</u>	<u>TERM</u>	<u>EXPIRES</u>
Board of Ethics				
Member	<u>VACANT</u>	<u>NO APPOINTMENT</u>	5 Years Unexp. (Vacant)	31-Dec-24
Food and Assistance Board				
Member	<u>VACANT</u>	<u>NO APPOINTMENT</u>	2 Years Unexp. (Vacant)	31-Dec-21
Historic Preservation Commission				
Alternate No. 2	<u>VACANT</u>	<u>NO APPOINTMENT</u>	2 Years Unexp. (Vacant)	31-Dec-21

18. REPORTS
(None received as of the time of preparation of this Agenda)
- 6b. VOTE ON ITEMS REMOVED FROM THE CONSENT AGENDA
19. ANY OTHER MATTER WHICH MAY PROPERLY COME BEFORE THE GOVERNING BODY
20. OPEN MEETING TO PUBLIC FOR ANY MATTER, PER N.J.S.A. 10:4-12 (a)
(Subject to 5-minute limit per By-Laws General Rule No. 11)

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

At this time, Councilwoman Amitai asked if the pole barns would be affected by the type of land they were being built on. Borough Engineer said it depends on ramifications of what type of landfill it was. Councilwoman Amitai asked the Borough Engineer to be present at the upcoming meeting and he deferred to the Borough Administrator. She said as the Council are lay people, she feels the Borough Engineer should look at it and advise them. Mayor Glidden said they will discuss her request.

Regarding Village School, Councilwoman Amitai asked if there was any update. Mayor Glidden said they met last week with the Bergen County Housing Authority to discuss financing and further details would be forthcoming.

21. ADJOURNMENT

Motion to adjourn the Regular Meeting at 8:45 p.m. was made by Councilwoman Latner, seconded by Councilman Yammarino and declared unanimously carried by Mayor Glidden.

Provided to the Mayor and Council on
April 29, 2021 for approval at the
Regular Meeting to be held
May 12, 2021

Arlene Marie Gray, RMC
Borough Clerk

Prepared by Arlene Marie Gray, RMC
utilizing recording and Deputy Borough Clerk's
notes

Approved at the Regular Meeting held May 12, 2021
Consent Agenda Item No. 17d

THE BOROUGH OF CLOSTER, NJ
 BERGEN COUNTY, NJ

WHEREAS, the claims listed below have been authorized and approved by the Chairman of the Committee, examined by the Finance Committee, and found correct. Therefore

BE IT RESOLVED, that the Mayor and Council hereby authorize the payment of these claims, and that warrants be drawn therefore when funds are available.

Budgeted	Amount
Bergen County Tax	\$1,370,835.23
County Open Space Tax	\$61,097.73
2020 Budget Appropriations	\$108,720.74
2021 Budget Appropriations – Operating Expenses	\$975,289.32
Current Treasury Account February 11, 2021 – February 24, 2021	\$2,515,943.02


Capital and Trust	Amount
Capital	\$7,951.81
Escrow Trust	\$145,369.24
Animal Trust	\$340.20

The foregoing resolution was adopted at a meeting of the Mayor and Council held on February 24, 2021

Attest:

Approved:

 Arlene Gray, Borough Clerk



 John C. Glidden, Jr., Mayor

Range of Checking Accts: 01CURRENT to 13 DEV ESCROW 2 Range of Check Dates: 02/11/21 to 02/24/21
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
01CURRENT		CURRENT TREASURY ACCOUNT		
15559	02/11/21	CLOST030 CLOSTER EXXON SERVICE CENTER	311.31	5596
15560	02/11/21	PETRI005 PETRILLO'S DELI	592.00	5596
15561	02/11/21	NJDCA000 NJDCA	2,227.00	5597
15562	02/12/21	INTER065 INTERSTATE WASTE SERVICES OF	17,628.77	5603
15563	02/12/21	WILLI030 WILLIAM DAHLE	72.69	5603
15564	02/12/21	COUNT010 COUNTY OF BERGEN	1,370,835.23	5604
15565	02/12/21	COUNT020 COUNTY OPEN SPACE TRUST FUND	61,097.73	5604
15566	02/12/21	DELAG000 DE LAGE LANDEN FINANCIAL SVC.	559.00	5605
15567	02/12/21	ROCKL015 ROCKLAND ELECTRIC COMPANY	9,997.60	5605
15568	02/12/21	SPECTR00 SPECTROTEL	2,399.58	5605
15569	02/12/21	UNITE020 SUEZ WATER NEW JERSEY	567.22	5605
15570	02/12/21	VERIZ005 VERIZON	394.83	5605
15571	02/12/21	UNITE020 SUEZ WATER NEW JERSEY	25,266.98	5606
15572	02/16/21	USBAN020 US BANK CUST ACTLIEN	36,576.49	5607
15573	02/24/21	11PRI005 11 PRISTINE CORP	24.00	5609
15574	02/24/21	AIRGA000 AIRGAS USA, LLC	36.20	5609
15575	02/24/21	ARCTI005 ARCTIC FALLS SPRING WATER INC.	206.31	5609
15576	02/24/21	BEYER000 BEYER BROS. CORP.	223.04	5609
15577	02/24/21	CAPTU010 CAPTUREPOINT	3,450.00	5609
15578	02/24/21	CLOST080 CLOSTER VOLUNTEER AMBULANCE	640.00	5609
15579	02/24/21	COREL000 CORE LOGIC	20,917.51	5609
15580	02/24/21	CSXTR000 CSX TRANSPORTATION	198.00	5609
15581	02/24/21	EDMUN010 EDMUNDS & ASSOCIATES, INC	9,260.00	5609
15582	02/24/21	ELECT000 ELECTRICAL POWER SYSTEMS, INC.	2,058.98	5609
15583	02/24/21	ENFOR000 ENFORSYS, INC.	10,400.00	5609
15584	02/24/21	FIRE000 FIRE & SAFETY SERVICES, LTD.	1,148.89	5609
15585	02/24/21	GEORP020 GEORGE PASCHALIS	125.00	5609
15586	02/24/21	GRAIN000 GRAINGER	99.08	5609
15587	02/24/21	HENDE000 HENDERSON PRODUCTS, INC.	570.35	5609
15588	02/24/21	HOMET000 HOMETOWN HARDWARE INC.	2,241.38	5609
15589	02/24/21	INNOV010 POWER DMS, INC	164.30	5609
15590	02/24/21	JBLOC000 J & B LOCK & ALARM, INC.	1,200.00	5609
15591	02/24/21	LANGU000 LANGUAGE LINE SERVICES, INC.	17.00	5609
15592	02/24/21	LERET000 LERETA,LLC	7,442.93	5609
15593	02/24/21	MAILF005 QUADIENT LEASING USA, INC	436.77	5609
15594	02/24/21	MUNIC000 MUNICIPAL EMERGENCY SERVICES	3,366.00	5609
15595	02/24/21	NATIM000 NATIONAL MAINTENANCE SERVICE	1,400.00	5609
15596	02/24/21	NJLEA000 NJ LEAGUE OF MUNICIPALITIES	345.00	5609
15597	02/24/21	OGREN008 OGMREN FAMILY LLC	2,114.41	5609
15598	02/24/21	PARTS003 PARTS AUTHORITY, INC.	2,160.95	5609
15599	02/24/21	PAYTO000 PAYTON ELEVATOR COMPANY, INC.	475.08	5609
15600	02/24/21	PENGU000 PENGUIN MANAGEMENT,INC.	1,560.00	5609
15601	02/24/21	PGAUT006 P&G AUTO INC.	51.86	5609
15602	02/24/21	POWER005 POWER PLACE INC	549.86	5609
15603	02/24/21	RUSCO000 RUSCON TRUCK SERVICE & EQUIPT	126.40	5609
15604	02/24/21	SNAP-010 SNAP-ON INDUSTRIAL	531.71	5609
15605	02/24/21	SUNSE000 SUNSET CAR WASH	80.00	5609
15606	02/24/21	THEHO008 THE HOME DEPOT PRO	531.34	5609
15607	02/24/21	TRI-C005 TRI-COUNTY TERMITE & PEST	50.00	5609

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01	CURRENT	CURRENT TREASURY ACCOUNT	Continued																										
15608	02/24/21	VALLE015 VALLEY PHYSICIAN SERVICES	238.00		5609																								
15609	02/24/21	VANDI000 VAN DINES MOTOR'S INC	3,404.01		5609																								
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04	CAPITAL	CAPITAL ACCOUNT																											
1234	02/11/21	NEWJE027 NEW JERSEY MOTOR VEHICLE	240.00		5598																								
1235	02/24/21	DECOT000 DECOTIIS, FITZPATRICK, COLE &	500.00		5610																								
1236	02/24/21	DYKES000 DYKES LUMBER COMPANY, INC	133.07		5610																								
1237	02/24/21	EASTC000 EAST COAST EMERGENCY LIGHTING	7,078.74		5610																								
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3285	02/24/21	BOSWE000 BOSWELL MCCLAVE ENGINEERING IN	1,737.24		5611																								
3286	02/24/21	KIMDO005 KIM, DOHOON	282.00		5611																								
3287	02/24/21	KIMSA005 KIM, SAE-YOUNG & CHO, MONICA	9,750.00		5611																								
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Total:		58	0	1,626,091.84	0.00																								

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	0-01	21,216.01	0.00	0.00	21,216.01
CURRENT FUND	1-01	1,585,154.78	0.00	0.00	1,585,154.78
GENERAL CAPITAL FUND	C-04	7,951.81	0.00	0.00	7,951.81
Total of All Funds:		<u>1,614,322.60</u>	<u>0.00</u>	<u>0.00</u>	<u>1,614,322.60</u>

February 17, 2021
03:58 PM

BOROUGH OF CLOSTER
Check Register By Check Date

Page No: 4

Project Description	Project No.	Project Total
131 WEST STREET	2010057084	669.36
597 PIERMONT ROAD	2010057099	767.88
26 ARNOLD AVE	2010057182	282.00
4 LAURENCE COURT	2010057189	9,750.00
311 LINDBERGH AVE	2010057203	300.00
Total of All Projects:		<u>11,769.24</u>

February 17, 2021
04:05 PM

BOROUGH OF CLOSTER
Check Register By Check Date

Page No: 1

Range of Checking Accts: 13TRUST to 13TRUST Range of Check Dates: 02/11/21 to 02/24/21
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
13TRUST		Trust Checking			
386	02/16/21	USBAN020 US BANK CUST ACTLIEN	133,600.00		5608
Checking Account Totals					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u> <u>Amount Void</u>
		Checks:	1	0	133,600.00 0.00
		Direct Deposit:	0	0	0.00 0.00
		Total:	1	0	133,600.00 0.00
Report Totals					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u> <u>Amount Void</u>
		Checks:	1	0	133,600.00 0.00
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		Total:	1	0	133,600.00 0.00

February 17, 2021
04:05 PM

BOROUGH OF CLOSTER
Check Register By Check Date

Page No: 2

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
OTHER TRUST FUND	T-13	133,600.00	0.00	0.00	133,600.00
Total of All Funds:		<u>133,600.00</u>	<u>0.00</u>	<u>0.00</u>	<u>133,600.00</u>

February 17, 2021
04:08 PM

BOROUGH OF CLOSTER
Check Register By Check Date

Page No: 1

Range of Checking Accts: 14RECREATION to 15ANIMALCONTROL Range of Check Dates: 02/11/21 to 02/24/21
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
15ANIMALCONTROL		ANIMAL ACCOUNT			
218	02/11/21	NJDEP000 NJ DEPARTMENT OF HEALTH	340.20		5600
Checking Account Totals					
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			1	0	340.20
			0	0	0.00
			<u>1</u>	<u>0</u>	<u>340.20</u>
Report Totals					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
			1	0	340.20
			0	0	0.00
			<u>1</u>	<u>0</u>	<u>340.20</u>

February 17, 2021
04:08 PM

BOROUGH OF CLOSTER
Check Register By Check Date

Page No: 2

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
DOG TRUST	T-15	340.20	0.00	0.00	340.20
Total of All Funds:		<u>340.20</u>	<u>0.00</u>	<u>0.00</u>	<u>340.20</u>

February 17, 2021
04:10 PM

BOROUGH OF CLOSTER
Check Register By Check Date

Page No: 1

Range of Checking Accts: 17 FOOD MANUAL to CURRENT-MANUAL Range of Check Dates: 02/11/21 to 02/24/21
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
CURRENT-MANUAL	CURRENT - MANUAL				
102111	02/11/21	NJSHB000 NJSHBP	87,504.73		5599
102112	02/11/21	CHASE010 CHASE MANHATTAN/DTC	822,050.00		5601
102121	02/12/21	NATIO005 NATIONAL BENEFIT SERVICES, LLC	17.50		5602

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	3	0	909,572.23	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	909,572.23	0.00

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	3	0	909,572.23	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	909,572.23	0.00

February 17, 2021
04:10 PM

BOROUGH OF CLOSTER
Check Register By Check Date

Page No: 2

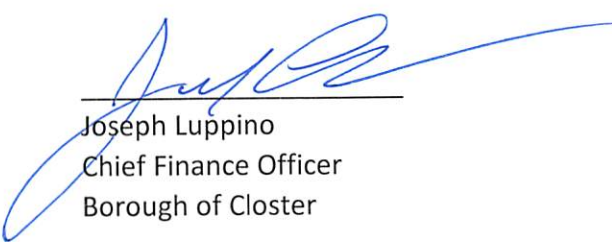
Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	0-01	87,504.73	0.00	0.00	87,504.73
CURRENT FUND	1-01	822,067.50	0.00	0.00	822,067.50
Total of All Funds:		<u>909,572.23</u>	<u>0.00</u>	<u>0.00</u>	<u>909,572.23</u>

CHIEF FINANCIAL OFFICER CERTIFICATION OF AVAILABILITY OF FUNDS

Borough of Closter Council

As the Chief Financial Officer of the Borough of Closter, responsible for the maintenance of the financial records of the Municipality, I hereby certify that adequate funds have been appropriated. All funds are available for the aforementioned purpose and that payment of perspective contract price will be charged against and not to exceed the amount appropriated in the:

Closter Board of Education -	\$	-
Northern Valley Regional H.S. -	\$	-
Bergen County Tax	\$	1,370,835.23
Bergen County Open Space	\$	61,097.73
2020 Budget Appropriations - Operating	\$	108,720.74
2021 Budget Appropriations - Operating	\$	975,289.32
Payroll	\$	-
Payroll	\$	-
Total Current Treasury 02/11/21 - 02/24/21	\$	<u>2,515,943.02</u>
Capital	\$	7,951.81
Escrow Trust Account	\$	145,369.24
Recreation	\$	-
Housing Trust	\$	-
Animal Account	\$	340.20
Open Space	\$	-
Community Development Block Grant	\$	-
Food Locker	\$	-



Joseph Luppino
Chief Finance Officer
Borough of Closter

Dated: 02/24/21

BOROUGH OF CLOSTER

RESOLUTION ADOPTING BOND ORDINANCE NO. 2021:1277

WHEREAS, public notice has been given by the Borough Clerk of the Borough of Closter that an Ordinance entitled:

ORDINANCE REAPPROPRIATING \$25,000 PROCEEDS OF OBLIGATIONS NOT NEEDED FOR THEIR ORIGINAL PURPOSES TO PROVIDE FOR BODY CAMERAS FOR THE POLICE DEPARTMENT IN THE BOROUGH OF CLOSTER, IN THE COUNTY OF BERGEN, NEW JERSEY

was introduced and passed at a meeting held on January 27, 2021 and that further consideration of said ordinance for final passage and the hearing of all persons interested in said ordinance would be conducted at this meeting; and

WHEREAS, all persons interested were given an opportunity to be heard concerning such ordinance;

NOW, THEREFORE, BE IT RESOLVED that said ordinance pass final reading and be published according to law.

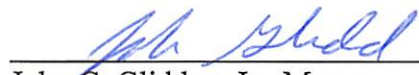
Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko					X	
Councilman Yammarino		X	X			
Councilwoman Chung			X			
Councilwoman Amitai			X			

Adopted: February 24, 2021

ATTEST:

APPROVED:


 Arlene Gray, Borough Clerk


 John C. Glidden, Jr., Mayor

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held February 24, 2021.

 Arlene Gray, Borough Clerk

BOROUGH OF CLOSTER
BOND ORDINANCE NO. 2021:1277

ORDINANCE REAPPROPRIATING \$25,000
PROCEEDS OF OBLIGATIONS NOT NEEDED FOR
THEIR ORIGINAL PURPOSES TO PROVIDE FOR
BODY CAMERAS FOR THE POLICE DEPARTMENT
IN THE BOROUGH OF CLOSTER, IN THE COUNTY
OF BERGEN, NEW JERSEY

BE IT ORDAINED BY BOROUGH COUNCIL OF THE BOROUGH OF CLOSTER, IN THE
COUNTY OF BERGEN, NEW JERSEY (not less than two-thirds of all members thereof affirmatively
concurring), AS FOLLOWS:

Section 1. Pursuant to N.J.S.A 40A:2-39, it is hereby determined that \$25,000 is no longer
necessary for the purposes for which obligations previously were authorized pursuant to Bond
Ordinance No. 1214

Section 2. The \$25,000 described in Section 1 and made available pursuant to N.J.S.A.
40A:2-39 is hereby reappropriated to provide for the acquisition of body cameras for the Police
Department and including all work and materials necessary therefor or incidental thereto.

Section 3. The capital budget of the Borough is hereby amended to conform with the
provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form
promulgated by the Local Finance Board showing full detail of the amended capital budget and capital
program as approved by the Director of the Division of Local Government Services is on file with the
Clerk and is available there for public inspection.

Section 4. This ordinance shall take effect 20 days after the first publication thereof after final
adoption, as provided by the Local Bond Law.

The foregoing bond ordinance is hereby approved.

Date: February 24, 2021



JOHN GLIDDEN, Mayor

Certified to be a true copy of Bond Ordinance No. 2021:1277 adopted by the Mayor and Council
at the Regular Meeting held February 24, 2021.

Arlene Marie Gray, Borough Clerk

BOROUGH OF CLOSTER

**RESOLUTION AUTHORIZING EXECUTION OF CONSENT AND AGREEMENT AND THE PROVISIONAL APPOINTMENT OF DAWN CURATOLA, CMCA, AS ACTING MUNICIPAL COURT ADMINISTRATOR
Calendar Year 2021**

WHEREAS, the Borough of Closter needs to appoint, on a provisional basis, an Acting Municipal Court Administrator to undertake court duties when the Closter Municipal Court Administrator is out on a scheduled and/or unscheduled leave of absence; and

WHEREAS, the Borough’s Court Administrator has recommended that Closter enter into an agreement with the Borough of Tenafly and appoint Dawn Curatola, CMCA, Borough of Tenafly Municipal Court Administrator, as Provisional Acting Municipal Court Administrator for Closter, for a term to expire on December 31, 2021 at the rate of \$30.00 per hour; and

WHEREAS, a Consent and Agreement is required to be prepared and executed to implement this appointment, a copy of which is annexed hereto as EXHIBIT A; and

WHEREAS, an Order of Provisional Authority or other written designation (“Order”) must be prepared and signed by the Municipal Court Judge and insurance/bonding must be certified by the Administrator;


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

1. Subject to satisfaction of the conditions set forth in paragraphs 2 through 5, below, Dawn Curatola, CMCA, Borough of Tenafly Municipal Court Administrator, is hereby appointed as Provisional Acting Municipal Court Administrator for Closter, for a term to expire on December 31, 2021 at the rate of \$30.00 per hour.
2. The Borough Attorney is hereby authorized to revise, if necessary, the Consent and Agreement (or review same if revised by the Tenafly attorney), the Order, and any other documents necessary to implement this provisional appointment.
3. The Mayor, Clerk and Borough Administrator are hereby authorized to execute the Consent and Agreement and any other documents deemed necessary by the Borough Attorney to implement this appointment.
4. The Municipal Court Judge is hereby authorized to execute the aforementioned Order, subject to his approval of same.
5. The Borough Administrator shall verify that the Acting Municipal Court Administrator has been bonded or insured by the Borough.
6. The Borough Administrator shall forward, if required by the Court, a fully executed copy of the Order and Agreement to the Municipal Division Manager, Bergen County Superior Court, 10 Main Street, Hackensack, New Jersey 07601.
7. The Borough Clerk shall forward a copy of this Resolution to the Closter Municipal Court Administrator and the Tenafly Borough Clerk and two (2) certified copies to be sent to Tenafly Municipal Court Administrator.

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

Adopted: February 24, 2021

APPROVED BY:


John C. Glidden, Jr., Mayor

ATTEST:


Arlene Gray, Borough Clerk

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter on February 24, 2021.

Arlene Gray, Borough Clerk

EXHIBIT A

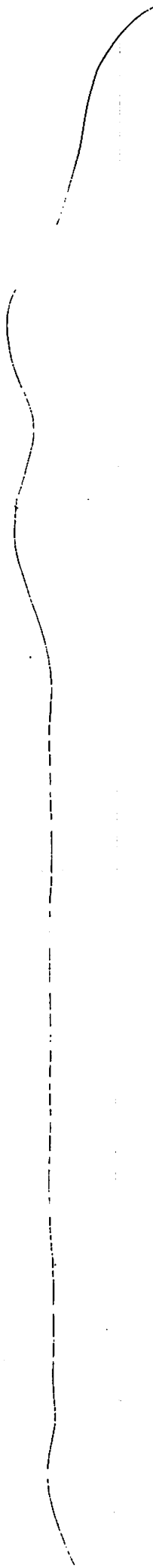


EXHIBIT A

Borough of Closter and Borough of Tenafly
County of Bergen
State of New Jersey

February 24, 2021

CONSENT AND AGREEMENT

TO THE EXECUTION OF AN ORDER OF PROVISIONAL AUTHORIZATION AND
DESIGNATION OF AN ACTING MUNICIPAL COURT ADMINISTRATOR BETWEEN
THE BOROUGH OF CLOSTER AND THE BOROUGH OF TENAFLY

WHEREAS, pursuant to N.J.S.A. 2B:12-10 the Borough of Closter and the Borough of Tenafly are required to provide for a Municipal Court Administrator; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., any municipality of the State of New Jersey may contract with any other municipality or municipalities to share services that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, in accordance with N.J.S.A. 2B:12-1(c), the Borough of Closter and the Borough of Tenafly consent and agree to share the professional services of the Municipal Court Administrator on a provisional basis to undertake the duties of the absent Municipal Court Administrator during scheduled and/or unscheduled leaves, within the two respective municipalities; and


WHEREAS, the rate of pay shall be \$30.00 per hour;

NOW, THEREFORE, BE IT RESOLVED, this ___ day of _____, 2021 that the Borough of Closter and Borough of Tenafly consent to the above Agreement.

Witness/Attest:

BOROUGH OF CLOSTER

Arlene Marie Gray, Borough Clerk

By: 
John C. Glidden, Jr., Mayor

Witness/Attest:

BOROUGH OF TENAFLY

Borough Clerk

By: _____
Mark Zinna, Mayor

EH:lw

BOROUGH OF CLOSTER

**RESOLUTION RE MUNICIPAL ENDORSEMENT
OF SPECTRUM FOR LIVING 2021-2022 CD APPLICATION**

WHEREAS, a Bergen County Community Development Grant of \$30,000 has been proposed by Spectrum for Living Development, Inc., for Spectrum's for Living's Northern Valley Individual Supports Program in the municipality of Closter; and

WHEREAS, pursuant to the State Interlocal Services Act, Community Development Funds may not be spent in a municipality without authorization by the Mayor and Council; and

WHEREAS, the aforesaid project is in the best interest of the people of Closter; and

WHEREAS, this Resolution does not obligate the financial resources of the municipality and is intended solely to expedite expenditure of the aforesaid CD funds;

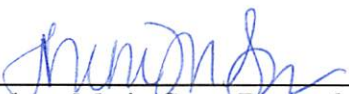
NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Closter hereby confirm endorsement of the aforesaid project; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be sent to the Director of the Bergen County Community Development Program so that implementation of the aforesaid project may be expedited.


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

Adopted: February 24, 2021

ATTEST:


Arlene Marie Gray, 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 Regular Meeting held February 24, 2021.

Arlene Marie Gray, Borough Clerk

BOROUGH OF CLOSTER
BERGEN COUNTY
295 CLOSTER DOCK ROAD
CLOSTER, NEW JERSEY 07624-0569

ARLENE MARIE GRAY, RMC
BOROUGH CLERK



TEL: 201-784-0600 EXT. 432
FAX: 201-784-9721

boroclerk@closternj.us
www.closternj.us

March 5, 2021

~~Kathleen M. Hennessy~~
Director of Support Services
Spectrum for Living Group Homes, Inc.
210 Rivervale Road, Suite 3
River Vale, New Jersey 07675-6281

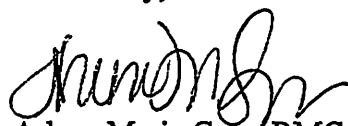
Re: Borough of Closter Resolution re Municipal Endorsement of Spectrum for Living 2021-2022
CD Application - \$30,000.00

Dear Ms. Hennessy:

Enclosed is certified copy of the above noted Resolution for *Spectrum's Northern Valley Individual Supports Program* which was adopted by the Mayor and Council at the Regular Meeting held February 24, 2021.

By copy of this letter, a certified copy of this Resolution is being sent to the Director of the Bergen County Community Development Program to expedite implementation of this project.

Yours truly,


Arlene Marie Gray, RMC
Borough Clerk

AMG:

Enclosure

c: ~~Robert G. Esposito~~, Director
Bergen County Community Development, with certified copy of Resolution
~~Mayor John C. Glidden, Jr.~~
~~Edward Hynes~~

amy
3/5/21

**BOROUGH OF CLOSTER
REFUND OF REAL ESTATE TAX OVERPAYMENT**

WHEREAS, there exists tax overpayment(s) resulted by duplicate payments in for the parcels listed below in the total amount of \$5,120.13 for First Quarter 2021.

WHEREAS, the Tax Collector is desirous to clear the overpayments of record and requests a certified copy of this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Closter, County of Bergen, New Jersey, that the Deputy Treasurer is herewith authorized to issue a refund check to in the total amount of **\$5,120.13** for the following tax account(s) to **Lereta** for the following account(s):

<u>BLOCK</u>	<u>LOT</u>	<u>OWNER</u>	<u>AMOUNT</u>
1710	15	Merrill	\$ 5,120.13

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

Adopted: February 24, 2021

Attest: 
Arlene M. Gray, 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 Regular Meeting held February 24, 2021.

Arlene M. Gray, Borough Clerk

**BOROUGH OF CLOSTER RESOLUTION
REFUND OF REAL ESTATE TAX OVERPAYMENTS**

WHEREAS, there exists tax overpayment resulted by duplicate payment for the parcel listed below in the amount of \$2,322.80 for First Quarter 2021;

WHEREAS, the Tax Collector is desirous to clear the overpayment of record and requests a certified copy of this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Closter, County of Bergen, New Jersey, that the Deputy Treasurer is herewith authorized to issue a refund check in the amount of \$2,322.80 for the following tax account to **Lereta Tax Service**.

Block 205; Lot 1 18 Demarest Avenue \$2,322.80

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

Adopted: February 24, 2021

ATTEST:



 Arlene M. Gray, 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 Regular Meeting held February 24, 2021.

 Arlene M. Gray, Borough Clerk

**BOROUGH OF CLOSTER RESOLUTION
REFUND OF REAL ESTATE TAX OVERPAYMENTS**

WHEREAS, there exists tax overpayments resulted by duplicate payments for the parcels listed below in the total amount of \$20,917.51 for First Quarter 2021;

WHEREAS, the Tax Collector is desirous to clear the overpayments of record and requests a certified copy of this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Closter, County of Bergen, New Jersey, that the Deputy Treasurer is herewith authorized to issue a refund check in the total amount of **\$20,917.51** for the following tax accounts to **Core Logic**.

Block 204; Lot 4	199 Schraalenburgh Road	\$2,767.64
Block 2302; Lot 17	7 Wainwright Avenue	\$5,885.43
Block 2304; Lot 27	70 Johnson Court	\$5,506.14
Block 2407; Lot 5	10 Maplewood Road	\$6,758.30

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


Adopted: February 24, 2021

ATTEST:



Arlene M. Gray, 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 Regular Meeting held February 24, 2021.

Arlene M. Gray, Borough Clerk

BOROUGH OF CLOSTER

RESOLUTION APPROVING SETTLEMENT OF TAX APPEAL FOR THE YEAR 2019: GOLDENBERG v. CLOSTER BOROUGH

WHEREAS, the taxpayer, Amy Goldenberg, appealed the assessment levied on Block 2302, Lot 53 for the tax year 2019 in an action in the Tax Court of New Jersey bearing docket no. 003502-2019; and

WHEREAS, the subject property’s street address is 32 Laurence Court; and

WHEREAS, the taxpayer and the Assessor have agreed to compromise the appeal on the following terms: The assessment on the property for 2019 shall be reduced from \$1,223,300 to \$1,185,000; and

WHEREAS, the taxpayer has agreed that the refund due as a result of this settlement shall be satisfied through a credit applied against future real estate taxes due on the property; and

WHEREAS, the Assessor is of the opinion that the revised valuation is consistent with the true value of the property;


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

The proposed settlement for the 2019 tax appeal captioned Goldenberg v. Closter Borough hereinbefore set forth is approved, and the Borough Attorney or a member of his firm is authorized to execute all documents necessary to effectuate its terms.

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

Adopted: February 24, 2021

APPROVED BY:



 John C. Glidden, Jr., Mayor

ATTEST:



 Arlene Marie Gray, Borough Clerk

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter on February 24, 2021.

 Arlene Marie Gray, Borough Clerk

BOROUGH OF CLOSTER

**RESOLUTION APPROVING SETTLEMENT OF TAX APPEALS FOR
TAX YEARS 2019 AND 2020: IVANIUK v. CLOSTER BOROUGH**

WHEREAS, the taxpayers, Sergii Ivaniuk and Natalia Sharapova, appealed the assessments levied on Block 2212, Lot 2 for the tax years 2019 and 2020 in actions in the Tax Court of New Jersey bearing docket nos. 005681-2019 and 00007182-2020; and

WHEREAS, the subject property's street address is 97 Wainwright Avenue; and

WHEREAS, the taxpayers and the Assessor have agreed to compromise the appeals on the following terms: The assessment on the property for 2019 shall be reduced from \$1,424,200 to \$1,365,000 and the assessment for 2020 shall be reduced from \$1,433,300 to \$1,365,000; and

WHEREAS, the taxpayers have agreed that the refunds due as a result of this settlement shall be satisfied through a credit applied against future real estate taxes due on the property; and

WHEREAS, the Assessor is of the opinion that the revised valuations are consistent with the true value of the property;


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

The proposed settlement for the 2019 and 2020 tax appeals captioned Ivaniuk v. Closter Borough hereinbefore set forth is approved, and the Borough Attorney or a member of his firm is authorized to execute all documents necessary to effectuate its terms.

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

Adopted: February 24, 2021

APPROVED BY:


John C. Glidden, Jr., Mayor

ATTEST:


Arlene Marie Gray, Borough Clerk

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter on February 24, 2021.

Arlene Marie Gray, Borough Clerk

**BOROUGH OF CLOSTER
RESOLUTION
RIVERSIDE COOPERATIVE PRICING AGREEMENT**

Whereas, N.J.S.A. 40A: 11-11 (5) authorizes contracting units to enter into Cooperative Pricing Agreements; and

Whereas, the Borough of Northvale hereinafter referred to as the “Lead Agency” has offered voluntary participation in a Cooperative Pricing System for the purchase of work, materials and supplies; and

Whereas, the Borough of Closter, County of Bergen, State of New Jersey, desires to participate in the Riverside Cooperative;

Now, therefore be it resolved, that on the 24th day of February, 2021, by the Mayor and Council of the Borough of Closter, County of Bergen, State of New Jersey, as follows:

- This Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the Borough of Closter;
- Pursuant to the provisions of N.J.S.A. 40A:11-11 (5), the Mayor is authorized to enter into a Cooperative Pricing Agreement with the Lead Agency;
- The Lead Agency entering into contracts on behalf of the Borough of Closter shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et. Seq.) and all other provisions of the revised statutes of the State of New Jersey.
- This Resolution shall take effect immediately upon passage.

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

Adopted: February 24, 2021

ATTEST:


Arlene Gray, 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 Regular Meeting held on February 24, 2021.

Arlene Gray, Borough Clerk

EXHIBIT A

LW
3/2

AGREEMENT

PARTICIPANTS:

This Agreement made and entered into this 1st day of January, 2021 by and between the Borough of Northvale (hereinafter referred to as the "Lead Agency") and the Boroughs of Alpine, Bergenfield, Closter, Cresskill, Demarest, Dumont, Englewood Cliffs, Harrington Park, Haworth, Little Ferry, New Milford, Norwood, River Edge, Tenafly and the Boards of Education of New Milford, River Dell, River Edge, and Dumont located within the County of Bergen (hereinafter referred to as the "Riverside Cooperative").

WITNESSETH

LEGAL AUTHORITY:

WHEREAS, N.J.S.A. 40A:11-11(5), specifically authorizes two or more contracting units to enter into a Cooperative Pricing Agreement for the purchase of work, materials, and supplies; and

WORK TO BE PERFORMED:

WHEREAS, the Borough of Northvale is conducting a voluntary Cooperative Pricing System with municipalities located in the County of Bergen, utilizing administrative purchasing services and facilities of the Borough of Northvale; and this Cooperative Pricing Agreement is to effect substantial economies in the purchase of work, materials, and supplies; and

WHEREAS, all parties hereto have approved the within Agreement by Ordinance or Resolution as appropriate, in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purpose.

NOW, THEREFORE, in consideration of the promises and the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The work, materials or supplies to be priced cooperatively may include repaving, water and sewer/storm repairs/vegetative

collection/disposal services, energy, equipment purchase, materials and other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

Administration and Operation of System:

2. The Lead Agency, on behalf of all participating contracting Units, at the beginning of participation in the Cooperative Pricing System, and during each January thereafter, or during the month of the anniversary date of the registration of the System, shall publish a legal ad in such format as required by the State Division of Local Government Services in a newspaper normally used for such purposes by it to include such information as:

- (1) The name of the Lead Agency soliciting competitive bids or Informal quotations, and
- (2) The address and telephone number of the Lead Agency, and
- (3) The State Identification Code for the Cooperative Pricing System, and
- (4) The expiration date of the Cooperative Pricing Agreement.

3. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation and filing of specifications as provided by law.

4. The specifications shall be prepared and approved by the Lead Agency and filed as required by law, and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

5. A single advertisement for bids or the solicitation of informal quotations for the work materials or supplies to be

purchased shall be presented on behalf of all the participating contracting units desiring to purchase any item by the Lead Agency in the Cooperative Pricing System.

6. The Lead Agency that advertises for bids or the solicitation of informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids on behalf of all participating contracting units, either reject all or certain bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a master contract with the successful bidder(s) providing for two categories of purchases:

- (1) The quantities ordered for the Lead Agency's own needs, and
- (2) The estimated aggregate quantities to be ordered by other participating contracting units by separate contract, subject to the specifications and prices set forth in the Lead Agency's overall (master) contract.

The Lead Agency shall enter into a formal contract(s), when required by law, directly with the successful bidder(s) only after it has certified the funds available for only its own needs ordered. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with successful bidder(s); issue purchase orders in its own name directly to successful bidder(s) against said contract; accept its own deliveries; be involved by and receive statements from the successful bidder(s), and be responsible for any tax liability. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered, or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and non assumes any additional responsibility or liability.

The provision of this paragraph shall be quoted or referred to and sufficiently described in all advertisements for bids by the Lead Agency so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating

contracting units.

7. Nothing in this Agreement shall prevent any participating contracting unit from awarding contracts of purchase, with or without advertising, individually and on its own behalf, provided however, that invitations for such individual bids shall not be advertised, nor shall bids be received individually, during the period in which the Lead Agency is advertising for and receiving bids for the same items or commodities, except in the case of emergency or hardship or when a contracting unit has submitted no estimate to the Lead Agency, and therefore will not participate in that bid.

8. The Lead Agency reserves the right to exclude any item or Commodity from within said system, if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.

Administrative Costs:

9. The Lead Agency shall appropriate funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.

It is agreed that each participating contracting unit shall pay the Lead Agency a prorated share of the administrative costs incurred by the Lead Agency not to exceed \$500.00 per participating contracting unit annually. This shall be paid forty-five (45) days from the receipt of billing from the Lead Agency.

Duration and Termination:

10. This Agreement shall become effective on January 1, 2021 subject to the approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation at least thirty (30) days prior to the expiration of the first year or any of the succeeding four years.

Duration:

11. All records and documents maintained or utilized pursuant

to The terms of this Agreement shall be identified by the Code Number assigned by the Director, Division of Local Government Services and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.

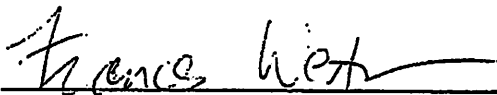
12. This Agreement shall be binding upon and enure to the benefit of the successors and assigns of the respective parties hereto.

13. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes constitute one Agreement, binding on all the Partners, notwithstanding that all Partners are not signatories.

14. If any Municipality shall exercise its right to terminate its Participation in this Agreement pursuant to paragraph 10, this termination shall not invalidate the Agreement with respect to other signatories.

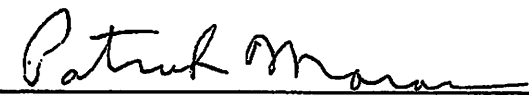
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

ATTEST:



Frances Weston, Acting Borough Clerk

LEAD AGENCY - BOROUGH OF NORTHVALE



Patrick Marana, Mayor

ATTEST:

BOROUGH OF CLOSTER
COUNTY OF BERGEN

**RESOLUTION TO ENTER INTO A
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
WITH COUNTY OF BERGEN 2020-2021**

BE IT RESOLVED that the Mayor and Council of the Borough of Closter wishes to enter into a grant agreement with the County of Bergen for the purpose of using \$12,900.00 in 2020-2021 Community Development Block Grant funds for:

**Public Library Community Room ADA Doors
Contract Number NV-CLOSTER-02-20**

Project Location: Community Room located in the Closter Public Library

BE IT FURTHER RESOLVED that the governing body of the Borough of Closter hereby authorizes John C. Glidden, Jr., Mayor, to be a signatory for the aforesaid grant agreement; and

BE IT FURTHER RESOLVED that the Mayor and Council hereby authorizes Borough Administrator Edward H. Hynes to sign all County vouchers submitted in connection with the aforesaid project; and

BE IT FURTHER RESOLVED that the Mayor and Council recognize that the Borough of Closter is liable for any funds not spent in accordance with the Grant Agreement; and that the liability of the Mayor and Council is in accordance with HUD requirements.

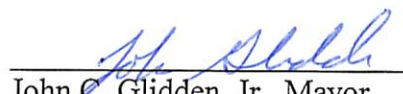
Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko					X	
Councilman Yammarino		X	X			
Councilwoman Chung			X			
Councilwoman Amitai			X			

Adopted: February 24, 2021

ATTEST:


Arlene Gray, 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 Regular Meeting held February 24, 2021.

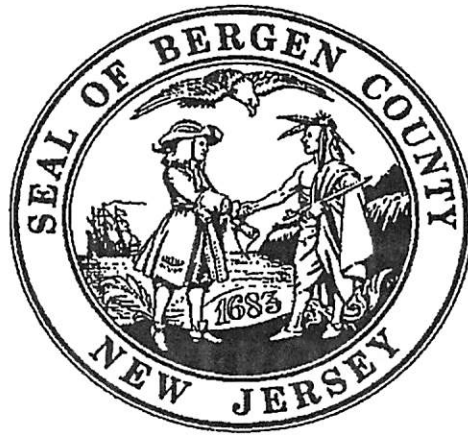
Arlene Gray, Borough Clerk

EXHIBIT A

LW(3)
3/2

COUNTY OF BERGEN

CONTRACT



CONTRACT NUMBER: NV-CLOSTER-02-20 TERM OF CONTRACT: 7/1/2020-6/30/2021

ACCOUNT NUMBER: 21-213-751-235-48-59

CONTRACTOR: Borough of Closter

PROGRAM: Public Library Community Room ADA Doors

Contract Pages 1 to 11 and attachments A through K

BOROUGH OF CLOSTER

**RESOLUTION MEMORIALIZING VOTE TO AUTHORIZE MAYOR TO
EXECUTE MACBAIN HOMESTEAD AND FARM LEASE
EXTENSION AGREEMENT**

WHEREAS, the Borough is party to a caretaker lease agreement with John P. McCaffrey and Ruth McCaffrey ("Tenants") pertaining to the MacBain Homestead and Farm, Block 2102, Lot 37.07, 203 Hickory Lane (the "MacBain Farm"), with a term through September 29, 2020, as extended (the "Lease"); and

WHEREAS, at the public meeting held on August 26, 2020, the Governing Body approved extending the lease for an additional 15-month period beginning September 30, 2020 and ending on December 31, 2021, and authorized the Borough Attorney to begin negotiations with the Tenants and/or their attorney and prepare any documents necessary to implement this extension; and

WHEREAS, after months of negotiations with the Tenants' attorney and receipt of input from local residents and other interested parties, an agreement was reached on the terms of a lease extension agreement through December 31, 2021 ("Extension Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, at the public meeting held on February 10, 2021, the Governing Body determined by a voice vote that the Mayor should be authorized to execute the Extension Agreement;


NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Closter hereby memorializes its voice vote at the February 10, 2021 Public Meeting to authorize the Mayor to execute the Extension Agreement set forth in Exhibit A; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded by the Borough Clerk to the Borough Administrator, Chief of Police, Construction Official, and the Chair of the Closter Environmental Commission.

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

Adopted: February 24, 2021

APPROVED BY:



John C. Glidden, Jr., Mayor

ATTEST:



Arlene Marie Gray, Borough Clerk

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter on February 24, 2021.

Arlene Marie Gray, Borough Clerk

EXHIBIT A

EXTENSION AGREEMENT

This Extension Agreement dated 02/10, 2021 between the Borough of Closter, a body politic, located at 253 Closter Dock Road, Closter, New Jersey 07624 herein designated as the "Landlord" and John P. McCaffrey ("McCaffrey") individually or any corporation formed by McCaffrey, residing at 203 Hickory Lane, Borough of Closter, State of New Jersey 07624, herein designated as "Tenant" and including Alpine Garden Shop, Inc., 970 Closter Dock Road, Alpine, New Jersey 07920, for the property located at 203 Hickory Lane, Borough of Closter, Block 2101, Lot 37.07 of the Tax Map of Closter, County of Bergen, State of New Jersey, hereinafter the ("Property"), being more particularly being described as follows:

Being known as Lot 7 in Block 2102 on Map entitled "Final Subdivision Plat, Lots 36, 37, 49 and 50 in Block 2101, McCain Court, Subdivision, Borough of Closter, Bergen County, New Jersey prepared by Hubachman Engineering dated September 29, 1998 and filed in the Bergen County Clerk's Office on December 22, 1998 as filed Map No. 9108.

This Agreement certifies that the parties agree to extend the Lease Agreement for an additional time period of fifteen (15) months starting on September 30, 2020 and ending on December 31, 2021. The Lease will be extended subject to full compliance with the terms and conditions of the existing Lease attached hereto and made a part hereof and subject to the parties full compliance with the following terms and conditions:

- Caretaker/Tenant must comply with all ordinances governing residential A properties in the Borough of Closter with regard to the Homestead property.
- No commercial or private business other than operation of the farm may occur on the property.
- There shall be no motor vehicle repairs except for the 6 motor vehicles approved by and to be registered with the Borough.
- There shall be no recreational vehicles operated on the property such as ATV's, dirt bikes, etc., except those operated in connection with the operation of the farm and/or otherwise as permitted under the terms of the original lease and approved by the Borough of Closter prior to operation;
- No structures shall be constructed on the property without advance written Municipal approvals. Any structures on the property lacking a permit shall be inspected and subject to construction code and zoning requirements.
- Responses to the Environmental Commission concerns must be timely replied to within a 48 hour period of time from receipt of written Notice served upon the Tenant. Caretaker/Tenant must attend Environmental Commission meetings upon reasonable request.


- Caretaker/Tenant shall meet with the Environmental Commission/Farm Committee to discuss crops to be raised, timing of picking season, and other miscellaneous matters no later than February 15, 2021.
- Parties shall work together to continue to hold public events such as Fall Fests, etc.
- Gates to farm shall be locked to the public during the growing season.
- No boats shall be stored on the property.
- All vehicle idling laws pursuant to N.J.A.C. 7C:27-14,15 must be complied with. Non diesel vehicles may not idle for more than three (3) minutes. Diesel vehicles may only remain idle for up to 15 consecutive minutes when the vehicle has been stopped for three or more hours and ONLY if the outside temperature is less than 25 degrees Fahrenheit.
- There shall be no carry over of any alleged excess expenditures from the year 2020 into 2021. Notwithstanding same, Tenant reserves all rights and remedies at law and equity as to expenditures prior to the year 2020.
- Any outdoor group gatherings must be concluded by 11:00 p.m. The parties acknowledge that all properties within the Borough of Closter are subject to Borough Code Chapter 134.
- Caretaker/Tenant shall remove at Tenant's cost all bamboo on farm property on or before April 5, 2021. Tenant agrees that there shall be no additional planting of bamboo or any other invasive plants on the property. The Borough agrees upon notice from Tenant to discuss potential renewal of Agreement at that time.
- Paragraph 11 of the underlying Agreement shall be amended to read as follows: The Borough of Closter Administrator shall serve as liaison between the Borough, Mayor and Council, and the tenants for purposes of contractual issues pursuant to the Lease. The Environmental Commission shall continue to serve as liaison between the Borough and the tenants for purposes of any plantings and/or farm operations relating to the Property.
Beginning with the first quarter of the year 2021, the tenants shall, on a quarterly basis, provide to the Borough Administrator a report of improvements and expenses together with the retail value thereof for the purposes of computing the amounts set forth in paragraphs 1 and 2 of the attached Lease. Each such report shall be sent on or before the 10th day after the end of each quarter. The Borough Administrator shall have the opportunity to object to, or dispute, in writing, any such report, or the contents thereof, or any specific item or items to be credited toward tenant's obligation under paragraphs 1 and 2 of the attached Lease. Such written objections or disputes must be served prior to the receipt of the next quarterly report or the contents of the proceeding report are deemed acceptable. Any disputes specifically relating to same may, if required by the tenants, result in a hearing before the Mayor and Council at which time the tenants may account for any and all of the listed items.
- Paragraph 15 shall be amended to read: This Extension Agreement may be renewed for up to an additional five (5) year term at the discretion of the Borough. Written notice of a

request to renew the Extension Agreement must be given at least ninety (90) days prior to the lease termination date. For the tenant, the written request to renew shall be by certified mail, return receipt requested, to the Borough Administrator, 295 Closter Dock Road, Closter, New Jersey 07624.

The above terms and conditions will be strictly adhered to and enforcement of the contractual terms will be overseen by the Closter Borough Administrator. Failure to comply with the terms and conditions set forth in this extension shall be deemed a breach of the Lease and may, under the Laws of the State of New Jersey, lead to termination of the Lease terms at any time prior to December 31, 2021.

This Lease Extension Agreement, along with the attached original Lease, is the entire Agreement between both parties.

ATTEST:




Arlene M. Girard, BMC
Deputy Borough Clerk

BOROUGH OF CLOSTER



John C. Glidden, Jr., Mayor



John P. McCaffrey

AGREEMENT

THIS AGREEMENT made on this _____ day of December, 2010, by and between the Borough of Closter, a body politic, located at 295 Closter Dock Road, Closter, New Jersey 07624, herein designated as the "Landlord" and John P. McCaffrey and Ruth McCaffrey ("McCaffrey") individually or any corporation formed by McCaffrey wherein they are the owners of said corporation, residing or located at 203 Hickory Lane, Borough of Closter, State of New Jersey 07624, herein designated as the "Tenants" and including Alpine Garden Shop, Inc., 970 Closter Dock Road, Alpine, New Jersey 07920;

WITNESSETH that the Landlord does hereby lease to the Tenants and the Tenants do hereby rent from the Landlord all land, and all buildings and structures on said land which is more particularly described as follows:

MacBain Homestead and Farm located in the Borough of Closter, County of Bergen, Block 2102, Lot 37.07 on the Tax Map of Closter, County of Bergen (hereinafter "The Property"). All that certain tract, lot and parcel of land lying and being in the Borough of Closter, County of Bergen and State of New Jersey, being more particularly described as follows: Being known as Lot 7 in Block 2102 on Map entitled "Final Sub-Division Platt, Lots 36, 37, 49 and 50 in Block 2101, McCain Court Sub-Division, Borough of Closter, Bergen County, New Jersey" prepared by Hubschman Engineering dated September 29, 1998 and filed in the Bergen County Clerk's Office on December 22, 1998 as Filed Map No. 9108.

This Lease shall be for a term of ten (10) years commencing on August 1, 2010 and ending on July 31, 2020 to be used and occupied for a not for profit use of the Property, and shall be upon the following conditions and covenants:

1. The Tenants spent, within the prior Lease, at minimum, FOUR HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED NINETY FOUR (\$462,594.00) DOLLARS in labor and materials to improve, alter, fix and restore the house on said Property which house is commonly known as the Homestead, and to maintain the farm portion of the property as a farm.

2. Beginning in the first year of this Lease and for each year thereafter until the Lease is terminated, the Tenants shall spend TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS each year in labor and materials to maintain the Homestead and to improve, alter, fix and maintain the farm portion of the Property.

The improvements, maintenance and expenditures referenced in paragraphs 1 and 2 of this Lease specifically include all specific references to obligations on the part of the Tenants to maintain and improve the premises mentioned elsewhere in this Lease, including but not necessarily limited to those mentioned in paragraphs 3, 6, 7, 8, 18 and those referenced in paragraph 38 except utilities (which shall be the sole expense of the Tenants) and taxes (which shall not be payable due to the continuing tax exempt status of the Property). Expenditures under paragraphs 1 and 2 that exceed \$25,000.00 in any year shall be credited in subsequent years. Performance shall be evaluated at the end of each Lease year. If the Environmental Commission determines that the Tenants are in violation of any

covenant in the Lease, the Environmental Commission shall serve written notice thereof to the Tenants who shall be given a reasonable time to correct the breach.

3. The Tenants shall maintain the field portion of the farm as a display of food crops, flowers and open space. The proportions and makeup of which to be determined in consultation with the Environmental Commission. Each year, in January, the Tenants will recommend a general Land-Use Plan for the upcoming growing season. The Environmental Commission will approve, amend or revise this Plan by the end of February each year.

4. The Tenants shall be permitted to plant, grow and harvest farm crops in a private garden of approximately 3,500 square feet, for use by their family. No crops may be sold for profit.

5. The public shall have access to this Property Wednesday through Sunday during daylight hours (5 days per week) or as determined by the Environmental Commission after consulting with the Tenants.

6. The parties acknowledge that the barn project is currently in design stage and will be constructed using Borough Open Space Funds.

7. The Tenants shall maintain a parking area on the Property sufficient to accommodate the public Wednesday through Sunday during daylight hours. The Tenants shall keep this parking area free of family vehicles except for special circumstances. Tenants shall also maintain pathways from the parking area to and throughout the farm property.

8. All plantings made by the Tenants shall become the property of the Landlord. If the Lease is terminated by either party, the plantings will not be sold for profit by the Borough, but will remain on the Property.

9. The Tenants are not employees of the Borough nor are the Tenants independent contractors of the Borough.

10. The Tenants shall establish rules for the Homestead and shall have exclusive use of the Homestead.

11. The Borough of Closter Environmental Commission shall serve as liaison between the Borough, Mayor and Council and the Tenants for the purposes of this Lease and for issues relating to the Property. The Borough of Closter Environmental Commission shall have access to appropriate Borough of Closter professionals for legal and engineering issues relating to the work to be performed under this Lease.

The Tenants shall, on a quarterly basis, provide to the Environmental Commission a report of improvements and expenses together with the retail value thereof for the purposes of computing the amounts set forth in paragraphs 1 and 2 of this Lease. Each such report shall be sent on or before the 10th day after the end of each quarter. The Environmental Commission shall have the opportunity to object to, or dispute, in writing, any such report, or the contents thereof, or any specific item or items to be credited toward Tenants' obligation under paragraphs 1 and 2. Such written objections or disputes must be served prior to the receipt of the next quarterly report or the contents of the preceding report are deemed acceptable. Any disputes may, if required by the Tenants, result in a hearing

before the Mayor and Council at which time the Tenants may account for any or all of the listed items.

12. The Tenants shall provide the Borough of Closter Environmental Commission with target dates for any planned projects both at the house and on the land. The Borough of Closter Environmental Commission shall inspect and ensure that the Tenants are maintaining compliance with said dates and requirements of this Lease on a quarterly basis.

13. Tenants are permitted to keep a maximum of six (6) family motor vehicles on the Property and said vehicles must be in working order. At no time during the term of this Lease may the Tenants keep commercial vehicles on the Property unless said vehicles are actively in use for the maintenance or development of the Property as described herein.

14. The Landlord may terminate this Lease, only for cause which is defined to mean a material breach of the Tenants' obligations under this Lease. The written notice shall be sent certified mail, return receipt requested.

15. This Lease may be renewed for an additional ten (10) year term at the discretion of the Borough. Written notice of a request to renew the Lease must be given at least ninety (90) days prior to the Lease termination date. For the Tenant, the written request to renew shall be by certified mail, return receipt requested, to the Borough Administrator, 295 Closter Dock Road, Closter, New Jersey 07624.

16. The Landlord has the right to enter the Homestead for inspections upon reasonable notice. Reasonable notice shall

constitute 24 hours verbal or written notice to the Tenants. Landlord has the right at any time to enter onto the general public property without notice.

17. The Tenants have examined the Property and have entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Tenants shall take good care of the Property and shall at the Tenants' own cost and expense, make all repairs, including painting and decorating and shall maintain the same in good condition and state of repair and at the end or other expiration of the term hereof shall deliver up the Property in good order and condition, wear and tear from a reasonable use thereof and damage by the elements not resulting from the neglect or fault of the Tenants, excepted.

18. The Tenants shall neither encumber nor obstruct the sidewalks, driveways, parking lot(s), walkways, trails, yards, entrances, hallways and stairs, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

19. In the case of the destruction of or any damage to the grass on the leased Property, or the destruction of or damage of any kind whatsoever to the said Property, caused by the carelessness, negligence or improper conduct on the part of the Tenants or the Tenants' agents, employees, guests, licensees, invitees, sub-tenants, assignees or successors, the Tenants shall repair the said damage or replace or restore any destroyed parts of the Property, as speedily as possible, at the Tenants' own cost and expense.

20. The Tenants shall not place nor allow to be placed any signs

of any kind whatsoever, upon or in about the Property or any part thereof, except of a design and structure and in or at such places as may be indicated and consented to by the Landlord in writing. Any signs permitted by the Landlord shall at all times conform with all municipal ordinances or other laws and regulations applicable thereto.

21. The Tenants shall contract directly with all utility providers and Tenants shall be solely responsible for all utility charges assessed.

22. The Tenants shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal governments or public authorities and all their departments, bureaus and sub-divisions, applicable to and affecting the Property, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said property during the term hereof; and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority of any insurance companies which have issued or are about to issue policies or insurance covering the Property, and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenants' own cost and expense.

23. Tenants shall maintain during the life of the Lease insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the Landlord. Tenants shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the Landlord at the signing of this Lease.

A. Policy and Limit Guidelines as follows:

1. Workers' Compensation insurance in accordance with laws of the State of New Jersey and other states where work is being performed. Tenants shall also have and maintain Employers Liability Insurance as well as USL&H and Jones Act coverage where applicable.
2. Commercial General Liability Insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than the following:

\$1,000,000	Each occurrence;
\$ 100,000	Damages to rented premises;
\$ 5,000	Medical expenses (any one person)
\$1,000,000	Personal injury and ADV injury
\$2,000,000	General aggregate
\$2,000,000	Products-Comp/OPAGG
\$ 500,000	Auto Liability Scheduled autos

The Coverage shall include:

- A. Premises/Operations;
- B. Independent Contractors;
- C. Contractual liability covering liability assumed under the indemnification provision contained in this Agreement and deleting any third party beneficiary exclusion;
- D. Broad form property damage liability including completed operations;
- E. Personal injury coverage, including coverage for liability arising from false arrest, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry.
- F. Products and completed operations for a

period of two (2) years from substantial completion.

G. Limited Pollution Cleanup at a limit of \$100,000.00.

3. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability no less than \$500,000 combined single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits no less than the minimum statutory limits.

B. Additional Requirements as follows:

1. Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Landlord shall be furnished forthwith. Each such policy or certificate shall contain a provision that is not subject to change, cancellation or non-renewal unless 30 days prior written notice via certified mail, return receipt shall have been given to the Landlord by Tenants' insurer. These must be received thirty (30) days prior to commencement of work.
2. Tenants agree that they will defend, indemnify and save harmless the Landlord, its officers, agents and employees from any and all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the Lease, or by reason of the operations under the Lease, regardless of whether same is caused in part by Landlord, its agents, representatives and/or employees.
3. All insurance purchased and maintained by Tenants shall designate the Landlord, their officers, officials, agents, employees, consultants as additional insureds.
4. Except as modified by the Landlord, in writing, the insurance requirements herein shall also apply to Contractors, Subcontractors and to the Sub-Subcontractors and Tenants will be responsible for supervision of the filing of

certified copies of the insurance policies and/or insurance certificates prior to any Contractor or Subcontractor commencing work.

5. All insurance evidence by Tenants in accordance with this Lease shall be from A.M. Best's rated A-X or better insurance company licensed to do business in the State of New Jersey.
6. All proof of insurance submitted to the Landlord shall clearly set forth all exclusions and deductible clauses. The Landlord will allow certain deductible clauses which are not considered excessive, overly broad, or harmful to the interest of the Landlord. Standard exclusions will be allowed. This will be at the discretion of the Landlord. Regardless of the allowance of exclusions or deductions by the Landlord, Tenants shall be responsible for the deductible limit of this policy and all exclusions consistent with the risks they assume under this Contract and as imposed by law.
7. Alpine Garden Shop, Inc. is required to keep in place as per the laws of the State of New Jersey, a workers' compensation policy. Alpine Garden Shop, Inc. shall provide to the Borough a copy of such policy on an annual basis.

In the event that Tenants provide evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which Tenants are required by the terms of this Lease to maintain insurance, said certificates are acceptable, but Tenants shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the Landlord is continuously in possession of evidence of Tenants' insurance in accordance with the foregoing provisions.

In the event Tenants fail or refuse to renew their insurance policy, or the policy is canceled, terminated or modified so that the insurance does not meet the requirements of this paragraph, the

Landlord may refuse to make payment of any further monies due under the Lease and declare Tenants in default. Alternatively, the Landlord may default Tenants and direct a surety to complete the project.

During any period when the required insurance is not in effect, the Landlord may suspend performance of the Lease. If the Lease is so suspended, additional compensation or extension of Lease time is not due on account thereof.

Tenants shall indemnify, defend and hold harmless the Landlord, its agents, representatives and/or employees from claims, expenses and losses arising out of the performance of this Lease by Tenants, its agents, representatives and/or employees regardless of whether the claim, expense or loss was caused in part by the Landlord, its agents, representatives and/or employees. Tenants further agree to defend, indemnify and hold the Landlord, its agents, representatives and/or employees harmless from all loss, costs or damages arising out of Tenants' breach of any express or implied warranty, Tenants' breach of contract, and/or the negligent acts or omissions of Tenants, its agents, representatives and/or employees regardless of whether same is caused in part by the Landlord, its agents, representatives and/or employees.

24. The Tenants shall not, without the written consent of the Landlord assign, mortgage or hypothecate this Lease, nor sublet or sublease the Property, the Homestead or any part thereof.

25. The Tenants shall not occupy or use the Property, or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed

unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

26. If the Property leased hereunder, or of which the leased Property is a part, or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other actions shall be instituted for the taking or condemnation proceedings or actions, the Landlord shall grant an option to purchase and/or shall sell and convey the Property or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said property or any portion thereof, then this Lease, at the option of the Landlord, shall terminate and the term hereof shall end as of such date as the Landlord shall fix by notice in writing; and the Tenants shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Tenants to damages, if any, are hereby assigned to the Landlord. The Tenants agree to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings which would effectuate a paper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said property and premises or any portion thereof. The Tenants covenant and agree to vacate the Property, remove all the Tenants' personal property therefrom and deliver a peaceable possession thereof to the Landlord

or to such other party designated by the Landlord in the
aforementioned notice. Failure by the Tenants to comply with any
provisions of this clause shall subject the Tenants to such costs,
expenses, damages and losses as the Landlord may incur by reason of
the Tenants' breach thereof.

27. The Tenants shall give immediate notice to the Landlord if
the Property shall be partially damaged by fire, the elements or other
casualty. The Tenants shall repair the same as speedily as practical
and the Tenants obligations to spend monies under this Lease,
including but not limited to, as per paragraphs 1, 2 and 3 herein
shall not cease. If the Property is so extensively and substantially
damaged as to render it untenable, Tenants' obligations per
paragraphs 1, 2 and 3 herein shall cease until such time as the
Property shall be made tenantable by the Landlord. However, if the
Property is totally destroyed or so extensively and substantially
damaged as to require practically rebuilding thereof, then the
obligations of the Tenants as defined in paragraphs 1, 2 and 3 herein
shall be paid up to the time of said destruction and then and from
thenceforth this Lease shall come to an end. In no event, however,
shall the provisions of this clause become effective or be applicable
if the fire or other casualty and damage shall be the result of the
carelessness, negligence or improper conduct of the Tenants or the
Tenants' agents, employees, guests, licensees, invitees, subtenants,
assignees or successors. In such case, the Tenants' obligations as
defined in paragraphs 1, 2 and 3 herein and the performance of all
covenants, conditions and terms hereof on the Tenants' part to be

performed shall continue and the Tenants shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenants shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carrier shall have no recourse against the Landlord for reimbursement.

28. The Tenants agree that the Landlord and the Landlord's agents, employees or other representatives shall have the right to enter into and upon the Property or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs. The right to inspect and repair shall be done on reasonable notice to the Tenants which notice shall be at least 24 hours in advance of the inspection or repair.

29. Any equipment, fixtures, goods or other property of the Tenants, not removed by the Tenants upon the termination of the Lease, or upon any quitting, vacating or abandonment of the Property by the Tenants or upon the Tenants' eviction shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same at the expense of the Tenants and the Landlord shall not be accountable to the Tenants for any part of the proceeds of such sale, if any.

30. The Landlord shall not be liable for any damage or injury which may be sustained by the Tenants or any other person as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, down spouts or the likes or of the electrical, gas, power, conveyor refrigeration, sprinkler, air conditioner or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other Tenants or of the Landlord or of the Landlord's or this or any other Tenants' agents, employees, guests, licensees, invitees, subtenants, assignees or successors.

31. The various rights, remedies, options and elections of the Landlord, expressed herein are cumulative and the failure of the Landlord to enforce strict performance by the Tenants of the conditions and covenants of this Lease or to exercise any election or option which or to resort or have recourse to any remedy herein conferred, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions or covenants contained which shall continuously be in full force and effect.

32. This Lease and the obligation of the Tenants to invest in the Property as herein described and to comply with the covenants and conditions hereof shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation

or preemption by any governmental entity, authority, department, agency or subdivision for any delay which may arise by reasons of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

33. The terms, conditions and covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect. All notices required under the terms of this Lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested to the address of the parties as shown on the head of this Lease or to such other addresses as may be designated in writing, which notice of change of address shall be given in the same manner.

34. The Landlord covenants and represents that the Landlord is the owner of the Property herein leased and has the right and authority to enter into, execute and deliver this Lease; and it does further covenant that the Tenants on investing the monies and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the Property for the term aforementioned.

35. This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been

authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and Tenants.

36. Nothing in this Lease to the contrary, Tenants shall not permit any contractor to place a mechanics lien on the Property and shall require anyone doing any type of work on the Property to sign a waiver of mechanics lien. Said waivers must be delivered to the Landlord prior to any work being performed on the Property. In the event that a lien is filed against the Property by any contractor, Tenants shall pay all of Landlord's costs and expenses to remove said lien. If any mechanics or other lien shall be created or filed against the Property by reason of labor performed or materials furnished for the Tenants in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Tenants shall, upon demand and at the Tenants' own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any notices of intention that may have been filed. Failure to do so shall entitle the Landlord to resort to such remedies as are provided herein in the case of any default of this Lease, in addition to such as are permitted by law.

37. The Tenants waive all rights of recovery against the Landlord or Landlord's agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenants are insured. The Tenants shall obtain

from Tenants' insurance carrier and will deliver to the Landlord waivers of subrogation rights under the respective policies.

38. The Tenants shall be responsible for all taxes, utilities, maintenance and upkeep of the Property. Tenants shall bear the full cost and expense of lawn care, maintenance, structural repairs, snow and ice removal and any other repairs that may be needed to the Property. This shall not include municipal improvements required not as a result of the Tenants' use of the Property.

39. The Tenants are required to pay the cost of any and all Federal, State, County and Municipal fees that may be required as a result of the tenancy. The Tenants must obtain Landlord's written consent and approval for any structural changes to the Property and for any future construction that may be undertaken in or on the Property which are not shown on the attached "Exhibit A." Landlord's written approval must be obtained before any construction is undertaken on the Property during the Lease term except those items which are shown on "Exhibit A."

40. The tenant and/or tenants companies will be permitted to utilize the Borough of Closter's transfer station for the dumping of materials relative to the operation of the Farm on the basis of one (1) truckload per week. Such dumping will be monitored by the Closter DPW. In no event shall the frequency of dumping exceed one (1) truck per one time per week, with the exception as extraordinary circumstances to be determined by the Closter Environmental Commission and Closter's Superintendent of the Department of Public Works.

41. This Lease shall be binding upon the heirs, successors and assignees of the Tenants.

42. This Lease is personally guaranteed by John R. McCaffrey and Ruth McCaffrey.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the proper officers and their corporate seals to be affixed hereto on this ____ day of December, 2010.

ATTEST:

Loretta Castano
Loretta Castano, Borough Clerk

BOROUGH OF CLOSTER

(SEAL)

Sophie Heyman
Sophie Heyman, Mayor

WITNESS:

John P. McCaffrey
John P. McCaffrey
Ruth McCaffrey
Ruth McCaffrey