

MAYOR AND COUNCIL  
BOROUGH OF CLOSTER

REGULAR MEETING MINUTES – WEDNESDAY, MARCH 10, 2021 - 7:30 P.M

The Mayor and Council of the Borough of Closter held a Regular Meeting on Wednesday, February 10, 2021. Mayor Glidden called the meeting to order at 8:30 p.m. and read the following statement into the record:

**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

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 Engineer, Nick DeNicola
- Borough Clerk, Arlene Marie Gray
- IT Coordinator, Kevin Whitney

The following persons participated via telephone:

- Councilpersons Scott Devlin, Alissa Latner, Dolores Witko, Joseph Yammarino, Jannie Chung and Victoria Amitai
- Borough Attorney, Edward T. Rogan
- Chief Financial Officer, Joseph Luppino
- Chief of Police, Jack McTigue

3. MAYORAL APPOINTMENTS TO BOARDS AND COMMISSIONS:

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>APPOINTEE</u>	<u>TERM</u>	<u>EXPIRES</u>
<b>*Environmental Commission</b>				
Member / Shade Tree Liaison / Chair	<u>Nancy Pergament</u> <i>Resigned 1/22/21</i>	<u>Krishna Rege</u>	3 Years Unexp. (Pergament)	31-Dec-23
Member/Historic Preservation Liaison	<u>Bobbie Bouton-Goldberg</u> <i>Resigned</i>	<u>Modi Feibish</u>	3 Years Unexp. (Goldberg)	31-Dec-23
Associate Member	<u>Ethel Abrams</u>	<u>Sophia Suarez</u>	1 Year	31-Dec-21
Associate Member	<u>Bobbie Bouton-Goldberg</u>	<u>NO APPOINTMENT</u>	1 Year	31-Dec-21
<b>*Planning Board</b>				
Class IV Member	<u>Ann Brewster</u>	<u>Ann Brewster</u>	4 Years Unexp. (Brewster)	31-Dec-22
<b>*Shade Tree Commission</b>				
Member / Shade Tree Liaison	<u>Nancy Pergament</u>	<u>NO APPOINTMENT</u>	5 Years Unexp. (Pergament)	31-Dec-21

4a. REVIEW OF CONSENT AGENDA ITEMS

Motion approving the Consent Agenda minus Item No. 11 was made by Councilwoman Latner, seconded by Councilman Devlin and declared carried by Mayor Glidden upon the affirmative vote of Councilpersons Devlin, Latner, Witko, Yammarino, Chung and Amitai.

RESOLUTIONS

5. RESOLUTION AUTHORIZING A LENGTH OF SERVICE AWARD PROGRAM (LOSAP) CONTRIBUTION ON BEHALF OF THE CLOSTER VOLUNTEER FIRE DEPARTMENT (Received from Assistant CFO 3/25/21)
6. RESOLUTION IN SUPPORT OF H.R. 946 – THE STOP THE ATTACK ON LOCAL TAXPAYERS ACT (Received from Borough Attorney 3/1/21)
7. RESOLUTION EXTENDING THE HIRING OF REGISTRAR/LICENSING OFFICIAL/BOARD SECRETARY (from 3/1/21 to 5/1/21) Received from Borough Attorney 3/1/21
8. RESOLUTION AUTHORIZING DEPUTY TREASURER TO RELEASE AND RETURN REMAINING TREE BOND ESCROW FUNDS IN THE AMOUNT OF \$1,950.00 TO BOTTEIERI, STEVEN AND LAUREN FOR SATISFACTORY COMPLETION OF ALL REQUIRED IMPROVEMENTS UNDER THE AGREEMENT FOR PROPERTY LOCATED AT 69 LEGION PLACE, BLOCK 1003, LOT 22, PER EMAIL DATED 1/26/21 FROM CODE ENFORCEMENT OFFICIAL - TREES (Received from Deputy Treasurer 3/2/21)
9. RESOLUTION OPPOSING PROPOSED WATER AND SEWER RATE INCREASES BY SUEZ WATER NEW JERSEY (Received from Borough Attorney 3/3/21)
10. RESOLUTION DECLARING SOLIDARITY WITH THE ASIAN AND ASIAN-AMERICAN COMMUNITIES (Requested by Councilwoman Chung 3/3/21 - Received from Borough Attorney 3/3/21)
11. RESOLUTION APPROVING APPOINTMENT OF DEPUTY REGISTRAR (Received from Borough Attorney 3/3/21)
12. RESOLUTION AUTHORIZING MAYOR AND CLERK TO EXECUTE THE CONTRACT BETWEEN THE COUNTY OF BERGEN AND THE INTERBORO REGIONAL COMMUNICATIONS NETWORK FOR THE PERIOD BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2025 AND THE LOCAL INTERBORO CONTRACT (Received from Administrator’s Office 3/4/21) – Requires COF – ETR specifically indicate language regarding funding. Vote and Amend.

MOTIONS

13. MOTION APPROVING THE FOLLOWING **NON-SALARIED** APPOINTMENTS TO BOARDS AND COMMISSIONS NOT MADE AT THE REORGANIZATION MEETING HELD 1/4/21:

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

- 13a. MOTION GRANTING APPROVAL FOR ISSUANCE BY POLICE DEPARTMENT OF THE FOLLOWING HAWKERS AND PEDDLERS LICENSE FOR CALENDAR YEAR 2021, PER BOROUGH CODE CH. 127 (Received from Chief of Police 3/5/21):

PERMIT NO. 21-01 – FOR ANDREW G. MALAFIS, AMA CATERING, 638 WILDWOOD ROAD, W., NORTHVALE, NJ 07647 TO SELL SODAS, COFFEE AND SNACKS FROM FOOD TRUCK, SUBJECT TO RECEIPT OF APPROVAL FROM BOARD OF HEALTH

14. REPORTS

- a. CONSTRUCTION OFFICIAL – FEBRUARY 2021 (Received 3/3/21)

4b. VOTE ON ITEMS REMOVED FROM THE CONSENT AGENDA

11. RESOLUTION APPROVING APPOINTMENT OF DEPUTY REGISTRAR (Received from Borough Attorney 3/3/21)

Councilman Devlin had no comment other than he wished to vote on this item separately.

Motion of approval was made by Councilman Yammarino, seconded by Councilwoman Witko and declared carried by Mayor Glidden upon the affirmative vote of Councilpersons Latner, Witko, Yammarino, Chung and Amitai. Councilman Devlin voted no.

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

16. 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.

Steve Isaacson, 97 Columbus Avenue, asked if the Borough had any objections to creating a walking path along the east side of the railroad tracks - instead of a Closter Rail Trail it will be just a walking path. Borough Engineer reminded that is CSX property and Chief McTigue informed they have had issues with dumping over there over the years. In answer to Councilwoman Amitai, Mr. Isaacson said there are no proposed improvements – they just want permission to walk on it. The Chief said he would discuss it with the governing body before making any calls because this is similar to the parking lot issue.

Mr. Isaacson asked if there would be any objections to using the Swim Club building in the future and Mayor Glidden reminded we are unable to do anything with it until we have completed the required remediation. Borough Engineer explained the DEP application has been delayed because they believe there are more wetlands than we do; so it is causing an issue. He said once you are on the property there is no way to restrict people from going elsewhere on the property. Mr. Isaacson noted we have been renting the parking lot to a construction company and questioned why the residents can't use the property. Borough Administrator reminded that is a temporary provisional agreement to provide parking for PSE&G during their upgrades of our natural gas pipelines in town. It was either allow them to park the vehicles on the street or use the lot so it is a benefit to the town while they continue the upgrades. Chief McTigue explained there are hazardous situations that could arise when working on the mains and the materials are stored there for the safety of the project and our residents.

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

Motion approving the following Closed Session Resolution at 8:43 p.m. was made by Councilman Yammarino, seconded by Councilwoman Latner and declared carried by Mayor Glidden upon the affirmative vote of Councilpersons Devlin, Latner, Witko, Yammarino, Chung and Amitai:

12a. OMNIBUS OPEN PUBLIC MEETINGS ACT RESOLUTION authorizing the governing body pursuant to N.J.S.A. 10:4-12 to exclude the public from the next portion of the meeting in order to permit the governing body to discuss per N.J.S.A. 10:4-12(b)(7), "Pending or anticipated litigation or contract negotiations" and N.J.S.A. 10:4-12(b)(8), "A matter involving public employees" and that the items under discussion in the closed meeting would be disclosed to the public at the conclusion of the matters which should be within 8 weeks.

Mayor Glidden resumed the Regular Meeting at 9:24 p.m.

17. ADJOURNMENT

Motion to adjourn the Regular Meeting at 9:25 p.m. was made by Councilwoman Latner, seconded by Councilman Devlin 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

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Arlene Marie Gray, RMC  
Borough Clerk

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

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

# Proclamation

## Appreciation for Public Service

### *Senator Gerald Cardinale New Jersey 39<sup>th</sup> Legislative District*

*Whereas* the Governing Body of the Borough of Closter recognizes the invaluable contributions provided by *New Jersey State Senator Gerald Cardinale*, a respected resident of the Northern Valley, and;

*Whereas* *Senator Cardinale* willingly dedicated his life to civic and social causes and served his community as one of New Jersey's longest serving legislators, and;

*Whereas* *Senator Cardinale* provided selfless amounts of time serving in the New Jersey State Assembly from 1980 to 1982 and in 1981 was elected to the New Jersey State Senate, where he was re-elected nine times, and;

*Whereas* *Senator Cardinale* served as a ranking member of the Senate Judiciary Committee, Senate Commerce Committee, State House Commission and Legislative Oversight Committee, Senate Bioethics Committee and the Port Authority In-Lieu-of-Tax-Payment Study Commission; and

*Whereas* *Senator Cardinale* was a dedicated advocate for women, children and the family, co-sponsoring Joan's Law and co-prime sponsored Megan's Law, establishing the model for other state and national laws, and, in 2002 saw the passage of his Stress Abstinence in Sex Education Bill, benefiting the thousands of individuals and families struggling with psychiatric issues; and

*Whereas* *Senator Cardinale* was instrumental in assisting the Borough of Closter obtain a \$337,000 grant for the construction of the Closter Senior Center and in rebuilding the newly developed Closter Plaza and was a longtime supporter of the Closter Boy Scouts; and

*Whereas* *Senator Cardinale* received more than 70 Legislator of the Year or similar awards from state and national groups in recognition of his exemplary service to the people of New Jersey; and

*Therefore, be it proclaimed* that the Closter Mayor and Council ask all of our residents to take a moment on Wednesday, February 24th and recognize the efforts, dedication, commitments and accomplishments of *Senator Gerald Cardinale*, for a lifetime devoted to public service and leadership designed to enhance the quality of life for all of the residents in the 39<sup>th</sup> Legislative District of Bergen County, State of New Jersey.



Signed:

\_\_\_\_\_  
John C. Glidden, Jr., Mayor  
Borough of Closter

**BOROUGH OF CLOSTER  
RESOLUTION AUTHORIZING A  
LENGTH OF SERVICE AWARD PROGRAM (LOSAP)  
CONTRIBUTION ON BEHALF OF THE  
CLOSTER VOLUNTEER FIRE DEPARTMENT**

**WHEREAS**, each year, emergency service organizations participating in a LOSAP must certify to the sponsoring agency an annual list of all volunteer members who have qualified for credit under the LOSAP for the prior year; and

**WHEREAS**, upon receipt of the certification, the sponsoring agency must review it and approve the final certification; and

**WHEREAS**, the Closter Volunteer Fire Department has provided a list of 28 members who have been certified by the President that are eligible to receive LOSAP awards for the 2020 calendar year;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Closter that the attached list of Closter Volunteer Fire Department members for the year 2020 be and is hereby approved, and

**BE IT FURTHER RESOLVED**, that the Borough Deputy Treasurer is authorized to make the 2020 LOSAP contribution on behalf of the Closter Volunteer Fire Department.

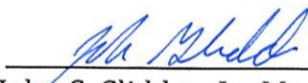
Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Devlin		X	X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino			X			
Councilwoman Chung			X			
Councilwoman Amitai			X			

Adopted: March 10, 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 March 10, 2021.

\_\_\_\_\_  
Arlene M. Gray, Borough Clerk

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# Cluster FD LOSAP 2020

Table of Activities	Pres. or Chief	Asst. Chief, Safety Officer	Capt.	Lt, VP, secretary Treasure	Exemt & Relief Officers, Committee Chair	Trustee & Trust member non-officer	Committee member	Drills, Clean-ups, 2hr min.	Fires per call	Company meetings per mtg.	Misc. activities, wakes, parades, etc.	Member for each year	50% of highest elected position (5-20)	School other than mamdatory 3hr min.	TOTAL points	DOLLAR AMOUNT
# of Points	40	30	20	10	5	5	3	5	1	1	2	2	5 - 20	5		
NAME																
Lupardi, M	40				5		9	80	224	8	0	68	20	0	454	\$968
Dankiwicz, M		30			5		9	80	242	6	0	18	0	0	390	\$968
Spina, J.				10			6	75	242	5	0	28	0	0	366	\$968
Daly, M.				10			3	110	215	8	0	8	0	0	354	\$968
Whitney, K				10	5		3	65	169	8	0	70	20	0	350	\$968
Benz, F					5	5	3	75	103	8	0	126	20	0	345	\$968
Pierro Sr., T.		30			5		3	75	91	8	0	110	15	0	337	\$968
Varni, N			20		5		3	50	162	8	0	34	20	0	302	\$968
<del>Chay, M</del>							3	75	203	4	0	0	0	0	285	\$968
Lederman, R							6	90	148	8	0	12	0	0	264	\$761
Winters, J				10	10		6	60	69	7	0	80	20	0	262	\$761
Meyers, M					10		9	70	62	7	0	84	10	0	252	\$761
Russenberger					5		3	55	145	7	0	6	0	0	221	\$553
<del>Padilla, A</del>							3	70	112	5	0	0	0	0	190	\$553
Chay, K.							3	60	110	7	0	6	0	0	186	\$553
Hunken, M					5	5	6	15	41	6	0	88	20	0	186	\$553
Pierro Sr., B.					5	5	3	55	30	8	0	60	20	0	186	\$553
Young, J							3	35	120	1	0	16	5	0	180	\$553
Gismond, D.							3	50	116	2	0	8	0	0	179	\$553
Lupardi, A					10	5	6	0	0	8	0	128	20	0	177	\$553
Metzdorf, M							3	50	95	2	0	14	0	0	164	\$277
Talmo, J.	40						3	10	0	8	0	66	20	0	147	\$277
Thornhill, M					5		3	0	0	4	0	106	20	0	138	\$277
<del>Dahle, Will. F.</del>							3	75	47	3	0	8	0	0	136	\$277
<del>Sorensen, P.</del>					0	0	0	0	0	0	0	114	20	0	134	<del>\$277</del>
Hoffman, J.				10	5	5	6	0	0	7	0	96	0	0	129	\$277
Huber, B				10			6	75	15	6	0	14	0	0	126	\$277
Young, A							3	0	0	0	0	90	20	0	113	\$0
Gordon, J							6	5	26	5	0	68	0	0	110	\$0

Closed Auct.

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Table of Activities	Pres. or Chief	Asst. Chief, Safety Officer	Capt.	Lt., VP, secretary Treasurer	Exemt & Relief Officers, Committee Chair	Trustee & Trust member non-officer	Committee member	Drills, Clean-ups, 2hr min.	Fires per call	Company meetings per mtg.	Misc. activities, wakes, parades, etc.	Member for each year	50% of high elector positio (5-20)
# of Points	40	30	20	10	5	5	3	5	1	1	2	2	5-20
Cerbasi, G				10			3	20	51	7	0	14	0
Sehovic, I							3	35	49	4	0	8	0
Pierro Jr., B.							3	20	57	1	0	12	0
Rossi, W.							3	15	63	4	0	8	0
Dahle, 3rd							6	0	5	0	0	72	0
Vreeland, K							3	0	0	1	0	58	20
Peshe, C							3	0	0	0	0	54	20
Bilotti				10			6	10	12	2	0	26	10
Hiletzaris, C							3	35	21	4	0	8	0
Higgins, M							6	5	7	4	0	48	0
O'Brien, P.							3	0	0	0	0	62	5
Hargrave, D.							3	0	45	3	0	14	0
Matics, J.							3	5	33	2	0	6	0
Iocco, Anth.							3	10	20	3	0	8	0
Carbajal, W.							3	0	25	3	0	8	0
Phaam, H							3	15	10	2	0	0	0
Belfert, G							6	5	3	0	0	6	0
Glidden, 3rd.							0	0	0	0	0	0	0
Groschel, B							0	0	0	0	0	0	0
Isisaglam, A							3	5	1	0	0	0	0
Kaine, D				0			0	0	0	0	0	0	0
McCabe, K.							0	0	0	0	0	0	0
Peshe, D							0	0	0	0	0	0	0

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POINT VALUES                      125 = \$ 277                      175 = \$ 553                      225 = \$ 761                      275 = \$ 968

**BOROUGH OF CLOSTER**

**RESOLUTION IN SUPPORT OF H.R. 946 – THE STOP THE ATTACK ON LOCAL TAXPAYERS ACT**

**WHEREAS**, each provision of the Federal Tax Code, which is very complex, was enacted for a reason; and while some of those reasons may no longer serve the public’s interest, others remain fair and effective tools that promote the general welfare; and

**WHEREAS**, the deduction for state and local taxes (SALT) has been a feature of the Tax Code for more than 100 years, with the first federal income tax form in 1913 which allowed taxpayers to deduct state and local taxes, one of only six deductions allowed at the time; and

**WHEREAS**, a federal tax reform law passed in 2017 capped the deductibility of state and local taxes at \$10,000, forcing double taxation for residents that pay in excess of that amount, as well as harm to states and communities that rely on tax payments that support public services which benefit all citizens, such as K-12 schools, law enforcement and public safety, transportation and infrastructure, and vital community and public health services; and

**WHEREAS**, New Jersey 9<sup>th</sup> District Congressman Bill Pascrell has introduced H.R. 946 the Stop the Attack on Local Taxpayers (SALT) Act, which eliminates the \$10,000 cap on property tax deduction and retroactively removes the cap; and

**WHEREAS**, taxpayers in all 50 states benefit from the SALT deduction that is claimed by taxpayers of all income levels; and

**WHEREAS**, the deduction is especially important for middle-income homeowners, as fifty percent of the deductions claimed by taxpayers making \$50,000 to \$100,000 are for property taxes; and

**WHEREAS**, the SALT deduction does not unfairly benefit taxpayers in high tax states: to the contrary, low tax states are generally more dependent on the federal government, receiving more in federal funding than they pay in federal taxes. According to one study, New Jersey, New York, and Illinois are among the states that receive less than \$1 from the federal government for every \$1 paid in federal taxes;

**NOW, THEREFORE, BE IT RESOLVED**, that the governing body of the Borough of Closter, County of Bergen, State of New Jersey, supports the full tax deductibility outlined in H.R. 946 and urges all members of the New Jersey Congressional Delegation as well as all members of congress to support the SALT Act, with voice and vote, to restore the fair and reasonable SALT deductibility provision to the Federal Tax Code; and,


**BE IT FURTHER RESOLVED** that copies of this resolution be forwarded to Representative Josh Gottheimer, Senators Cory Booker and Robert Menendez, President Joseph Biden, and the New Jersey State League of Municipalities.

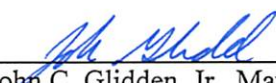
Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Devlin		X	X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino			X			
Councilwoman Chung			X			
Councilwoman Amitai			X			

Adopted: March 10, 2021

ATTEST:

APPROVED:

  
 Arlene Marie 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 on March 10, 2021.

\_\_\_\_\_  
 Arlene Marie Gray, Borough Clerk



**BOROUGH OF CLOSTER  
COUNTY OF BERGEN**

**RESOLUTION EXTENDING THE HIRING OF REGISTRAR/  
LICENSING OFFICIAL/BOARD SECRETARY**

**WHEREAS**, due to the retirement of the Borough’s Registrar/Licensing Official/Board Secretary, there was a need in the Borough to replace the position on an emergent basis for the unexpired term extending through December 31, 2020; and

**WHEREAS**, a search for a replacement was undertaken by the Board of Health and Borough of Closter and they determined in the interim it would be in the best interest of the residents for the Borough to hire Jin Bae as an interim Registrar/Licensing Official/Board Secretary through December 31, 2020 for up to 22 hours per week at a rate of \$25.00 per hour; and

**WHEREAS**, at the Mayor and Council meeting of November 9, 2020, the Mayor and Council hired Jin Bae as a temporary Registrar/Licensing Official/Board Secretary for the unexpired term which ended December 31, 2020 for up to 22 hours per week at the rate of \$25.00 per hour in accordance with the schedule to be determined and posted to the public; and attendance at clinics and Board of Health meetings as required, to be paid at the same hourly rate; and

**WHEREAS**, at the Mayor and Council meeting of January 4, 2021, the Mayor and Council determined there was a need to extend the temporary position on an emergent basis through March 1, 2021; and

**WHEREAS**, a final determination as to the permanent position has not yet been made by the Mayor and Council; and

**WHEREAS**, there is a need to extend the temporary position on an emergent basis through May 1, 2021 pending a final determination as to the permanent position by the governing body; and

**WHEREAS**, in conjunction with the Board of Health, discussions and decisions will be made regarding the permanent position effective May 1, 2021;

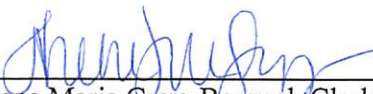
**NOW THEREFORE BE IT RESOLVED** that the Mayor and Council hereby extends the temporary position of Jin Bae as the interim Registrar/Licensing Official/Board Secretary, retroactive to and effective as of March 1, 2021 through May 1, 2021, for up to 22 hours per week at a rate of \$25.00 per hour in accordance with the schedule to be determined and posted to the public; and attendance at Clinics and Board of Health meetings, as required, which shall be paid at the same hourly rate; and

**BE IT FURTHER RESOLVED** that the Borough Clerk shall provide a copy of this Resolution to the Board of Health and to the Finance Department upon adoption.

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

Adopted: March 10, 2021

ATTEST:

  
Arlene Marie 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 on March 10, 2021.

\_\_\_\_\_  
Arlene Marie Gray, Borough Clerk

BOROUGH OF CLOSTER  
BERGEN COUNTY  
RESOLUTION

**WHEREAS**, the Agreement with Bottieri, Steven and Lauren was required to post a Tree Bond in the amount of \$1,950.00 for planting of trees at Block 1003, Lots 22, said bond posted on December 2, 2020 ; and

**WHEREAS**, the Building Department in an E-Mail dated January 26, 2021 stating that Bill Fuch Code Enforcement Official Trees being satisfied that the applicant has fulfilled the requirements of the Agreement which consist primarily of planting trees

<u>Block</u>	<u>Lot</u>	<u>Address</u>	<u>Applicant</u>	<u>Amount</u>
1003	22	69 Legion Place	Bottieri, Steven and Lauren	\$1,950.00

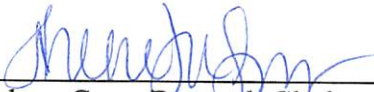
**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Closter that the Deputy Treasurer is and hereby authorized to release the \$1,950.00 tree bond escrow monies to the applicant

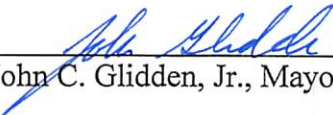
Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Devlin		X	X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino			X			
Councilwoman Chung			X			
Councilwoman Amitai			X			

Adopted: March 10, 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 March 10, 2021

\_\_\_\_\_  
Arlene Gray, Borough Clerk

**BOROUGH OF CLOSTER**

**RESOLUTION OPPOSING PROPOSED WATER AND SEWER RATE INCREASES  
BY SUEZ WATER NEW JERSEY**

**WHEREAS**, SUEZ Water New Jersey has filed a petition with the Board of Public Utilities (“BPU”) for an increase in their base rates for water and sewer service; and

**WHEREAS**, the requested rate increase would affect the consumption and monthly facilities charges for all consumers who service is provided by eleven (11) different meter sizes ranging from 5/8" up to 12"; and

**WHEREAS**, the actual monthly dollar amounts of the proposed rate increase range from \$3.55 for the 5/8" meter to \$585.75 for the 12" meter sizes; and

**WHEREAS**, the petition proposes an overall increase in water revenues that is approximately 12% above the annual level of revenues for the post-test year period ending March 31, 2021; and

**WHEREAS**, the cost for essential services is already significant for many New Jersey residents, particularly at the current time as the State and the nation deal with the continuing deleterious economic effects of the COVID-19 global pandemic which has led to a surge in unemployment and a significant downturn in the economy; and

**WHEREAS**, the proposed increase by Suez Water New Jersey in the cost of a basic necessity is unreasonable and unacceptable in the current economic environment, and at a time when many customers are already behind in paying their utility bills under the current rates;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Closter hereby oppose the proposed increase by Suez Water New Jersey as set forth in its petition; and

**BE IT FURTHER RESOLVED** that the Borough Clerk is hereby directed to forward a copy of this resolution to the Honorable Irene Jones, Administrative Law Judge for the public hearing; the Board of Public Utilities; the Office of the Senator for the 39th legislative district; Assemblywoman Schepisi; and Assemblyman Auth.

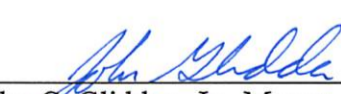
Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Devlin		X	X			
Councilwoman Latner	X		X			
Councilwoman Witko			X			
Councilman Yammarino			X			
Councilwoman Chung			X			
Councilwoman Amitai			X			

Adopted: March 10, 2021

ATTEST:

APPROVED:

  
Arlene Marie 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 on March 10, 2021.

\_\_\_\_\_  
Arlene Marie Gray, Borough Clerk

**BOROUGH OF CLOSTER**

**RESOLUTION DECLARING SOLIDARITY WITH THE ASIAN AND  
ASIAN-AMERICAN COMMUNITIES**

**WHEREAS**, hate crimes motivated by anti-Asian sentiment jumped 1,900% in New York City in 2020 and almost 3000 reports of anti-Asian discrimination between March 19 and December 31, 2020 were recorded by Stop AAPI Hate; and

**WHEREAS**, racially-motivated assaults and harassment targeting of Asian and Asian-American seniors have dramatically increased, including the recent attack and subsequent tragic death of 84-year-old Vicha Ratanapakdee in San Francisco on January 28, 2021; and

**WHEREAS**, in response to the xenophobic and inflammatory rhetoric about COVID-19, President Joseph Biden issued an Executive Memorandum on January 26, 2021 Condemning and Combating Racism, Xenophobia, and Intolerance Against Asian Americans and Pacific Islanders in the United States; and

**WHEREAS**, on June 24, 2020, the Mayor and Council of the Borough of Closter unanimously resolved and declared racism as a public health crisis to the residents of Closter and unanimously passed a resolution to support measures at the municipal and state level to combat the insidious and persistent impact of racism;

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Closter to do the following:

1. Condemn and denounce racism, xenophobia and intolerance in all forms.
2. Call on public officials in other municipalities and at the state level to condemn and denounce racism, xenophobia and intolerance in all forms and stand with us in solidarity with the Asian and Asian-American and Pacific-Islander communities.
3. Continue to promote and advocate for equality and equity through all policies approved by the Mayor and Council.
4. Recognize the dedication of Asian and Asian-American frontline medical workers, teachers, police and fire officers and essential workers. They along with their colleagues show up to work everyday so that our society can still function. The strain of COVID is particularly heavy for Asian and Asian-American frontline and essential workers because they have been personally attacked for their ethnicity in the midst of providing their essential services to us.
5. Continue to advocate locally and through the New Jersey State League of Municipalities, New Jersey Conference of Mayors and all other appropriate associations for relevant policies that improve health in communities of color.
6. Support local, state, regional, and federal initiatives that advance efforts to dismantle systemic racism.
7. Further work to solidify alliances and partnerships with other organizations that are confronting racism and encourage other local, state, regional and national entities to recognize racism as a public health crisis.
8. Support and amplify community efforts to be anti-racist and to combat discrimination and xenophobia while engaging actively and authentically with communities of color wherever they live.
9. Promote and support policies and resources that prioritize the health of all people, such as bystander intervention programs like <https://www.ihollaback.org/bystanderintervention/>
10. Encourage racial equity training among all community partners, vendors and contractors.

11. Call upon Bergen County Executive Tedesco and the Bergen County Board of Commissioners to declare racism as a public health crisis and to enact equity in all policies in the County of Bergen.
12. Call upon Governor Murphy, State Senate President Sweeney, and State Assembly Speaker Coughlin to also declare racism as a public health crisis and to enact equity in all policies of the state of New Jersey.

**BE IT FURTHER RESOLVED** that a copy of this resolution be transmitted to Governor Murphy, Senate President Sweeney, Assembly Speaker Coughlin, Office of Senator for the 39<sup>th</sup> Legislative District, Assemblyman Auth, Assemblywoman Schepisi, and Bergen County Executive Tedesco, for their review and potential action.


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

Adopted: March 10, 2021

ATTEST:

  
 Arlene Marie 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 on March 10, 2021.

\_\_\_\_\_  
 Arlene Marie Gray, Borough Clerk

**BOROUGH OF CLOSTER**

**RESOLUTION APPROVING APPOINTMENT OF DEPUTY REGISTRAR**

**WHEREAS**, pursuant to N.J.S.A. 26:8-17, the Local Registrar for the Borough appointed Antoinette Ceccon as Deputy Registrar to assist in the normal, day-to-day operation of the office, and whose duty shall be to act in the Registrar's stead in case of absence, disability or death of the Registrar; and

**WHEREAS**, the Deputy Registrar shall be paid an annual stipend of \$3600 for 2021; and

**WHEREAS**, funds are available in the Borough's budget for this purpose;

**NOW, THEREFORE BE IT RESOLVED** that the governing body of the Borough of Closter hereby approves and affirms the Registrar's appointment of Antoinette Ceccon as Deputy Registrar upon the terms set forth herein; and

**BE IT FURTHER RESOLVED** that the Borough Clerk is hereby directed to forward a copy of this resolution to the Borough Administrator and the Board of Health Secretary.

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

Adopted: March 10, 2021

ATTEST:

APPROVED:

  
 \_\_\_\_\_  
 Arlene Marie 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 on March 10, 2021.

\_\_\_\_\_  
 Arlene Marie Gray, Borough Clerk

**BOROUGH OF CLOSTER  
RESOLUTION AUTHORIZING MAYOR AND CLERK TO EXECUTE THE CONTRACT  
BETWEEN THE COUNTY OF BERGEN AND THE INTERBORO REGIONAL  
COMMUNICATIONS NETWORK FOR THE PERIOD BEGINNING JANUARY 1, 2021 AND  
ENDING DECEMBER 31, 2025 AND THE LOCAL INTERBORO CONTRACT**

**WHEREAS**, the Borough is a participant in the Interboro Regional Police Communications Network (“Local Interboro Contract”) which has a contract with the County of Bergen for 9-1-1 Communication and Dispatch Services for Public Safety Access Points (“PSAP”); and

**WHEREAS**, the aforementioned contracts shall expire on December 31, 2020; and

**WHEREAS**, the Governing Body has determined it is in the best interest of the residents of the Borough to enter into a new agreement with the County for a five (5) year term commencing on January 1, 2021 and ending on December 31, 2025 and to renew the local Interboro Contract; and

**WHEREAS**, the proposed agreement with the County provides for the payment of \$300,900.00 (Three hundred thousand nine hundred dollars and no cents) annually by the local Interboro in installments payable on February 1, May 1, August 1 and November 1 of each year; and

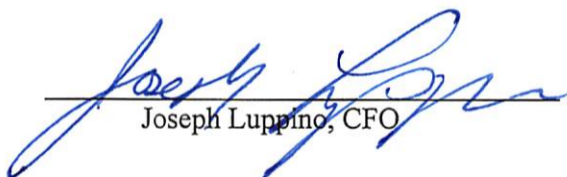
**WHEREAS**, the proposed agreement with the County will be for a duration of five (5) years with a two percent (2%) increase in 2021, the first year of the contract and a zero percent (0%) increase for the remaining four (4) years; and

**NOW, THEREFORE, BE IT RESOLVED** by the Borough of Closter that the Mayor and the Clerk are hereby authorized to execute said Contracts, copies of which shall be kept on file in the Borough Clerk’s Office.

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I, Joseph Luppino, Chief Financial Officer of the Borough of Closter, hereby certify, pursuant to NJSA 40A:9-140.1, et seq. and NJAC 5:30.4, that the funds are available to the Borough of Closter for calendar year 2021, Account 01-42-250-000-201.


Dated: March 10, 2021

  
Joseph Luppino, CFO


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

Adopted: March 10, 2021

ATTEST:

  
Arlene 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 March 10, 2021.

Arlene Gray, Borough Clerk

**EXHIBIT A**



# **SHARED SERVICES AGREEMENT**

**Between**

**COUNTY OF BERGEN**

**And**

**INTERBORO REGIONAL POLICE COMMUNICATIONS NETWORK (consisting of the following Municipalities: Closter, Alpine, Harrington Park, Haworth, Northvale, Norwood and Rockleigh)**

**For**

**9-1-1 COMMUNICATION AND DISPATCH SERVICES FOR PUBLIC SAFETY ACCESS POINTS**

**TERM:**

January 1, 2021 through December 31, 2025

**BERGEN COUNTY  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF BERGEN COUNTY COMMUNICATIONS**

Approved by Bergen County Resolution No. \_\_\_\_\_, Adopted, [Date]

PREPARED BY:

**BERGEN COUNTY COUNSEL  
ONE BERGEN COUNTY PLAZA  
HACKENSACK, NJ 07601-7076  
(201) 336-6950**

**THIS SHARED SERVICE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between:

The **County of Bergen** ("County"), a body politic and corporate of the State of New Jersey located at One Bergen County Plaza, Hackensack, NJ 07601 and

The organization known as the **Interboro Regional Police Communications Network** (“Interboro”), consists of the body politics of the following Municipalities: **Alpine, Closter, Harrington Park, Haworth, Northvale, Norwood and Rockleigh**, hereinafter sometimes collectively referred to as the “Interboro Municipalities”.

**WITNESSETH:**

**WHEREAS**, the current structure of providing 9-1-1 Public Safety Answering Points (“PSAP”) and Public Safety Dispatch Points (“PSDP”) has resulted in a system in which increasing costs are being imposed upon municipalities; and

**WHEREAS**, the cost per resident for said services varies throughout Bergen County; and

**WHEREAS**, the costs and inequities of the current system has resulted in public safety organizations looking to participate in a unified and consolidated system; and

**WHEREAS**, for the densely-populated areas of Bergen County, this consolidation and shared infrastructure will result in savings in direct savings to municipalities while maintaining high level performance and service on behalf of the operating entity; and

**WHEREAS**, consolidation reduces or eliminates 9-1-1 call transfers between answering points and dispatch points, which improves response times whereby enhanced call processing should result in a faster on-scene times for first responders; and

**WHEREAS**, a consolidated environment offers the opportunity for municipalities to benefit from state-of-the-art technology; and

**WHEREAS**, sharing resources and reducing costs is a driving principle behind consolidation which eliminates duplicate purchasing costs, reduce staffing costs and reduce comprehensive training costs; 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 Bergen County Department of Public Safety, operates a state-of-the-art Public Safety Operations Center and has the capability to provide 9-1-1 communications and dispatch services to municipalities throughout Bergen County; and

**WHEREAS**, the Boroughs of Alpine, Closter, Haworth, Harrington Park, Norwood, Northvale and Rockleigh collectively operate the Interboro Regional Police Communications Network originally formed under the Interlocal Services Act, N.J.S.A. 40:8A-1, et seq. (repealed 2007); and

**WHEREAS**, consolidating communications operations enables the operating entities to continue to carry out their duties with no perceived change in their normal operations; and

**WHEREAS**, the County and Interboro are currently party to a shared services agreement under which the County, through the Department of Public Safety, Division of Bergen County Communications – Public Safety Operations, Center provides 9-1-1 communications and public safety dispatch services to the Interboro Municipalities; and

**WHEREAS**, the initial term of this agreement was for five (5) years, commencing January 1, 2011 and terminating December 31, 2015; and

**WHEREAS**, the agreement was renewed for a second, five (5) year term commencing on January 1, 2016 and ending on December 31, 2020; and

**WHEREAS**, the County and Interboro wish to enter into a new agreement with each other for the above stated services upon the terms set forth in herein; and

**WHEREAS**, the new agreement shall be for a five (5) year term commencing on January 1, 2021 and ending on December 31, 2025; and

**WHEREAS**, the Interboro Municipalities are desirous of renewing their agreement which consolidated their 9-1-1 communications and public safety dispatch services with the County of Bergen and all have passed corresponding resolutions authorizing entry into this Agreement with the County; and

**WHEREAS**, the Bergen County Board of County Commissioners has adopted Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2021, authorizing the County to provide 9-1-1 communications and public safety dispatch services to Interboro pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the promises, covenants, terms and conditions herein, the Parties agree as follows:

**1. OBLIGATIONS OF THE PARTIES**

(A) The County through the Department of Public Safety, Division of Bergen County Communications – Public Safety Operations Center (“County Communications”), shall provide 9-1-1 communications and public safety dispatch services to the Interboro Municipalities twenty-four (24) hours a day, seven (7) days a week, as more particularly described below:

(1) County Communications shall provide 9-1-1 answering services that will include call

taking of all 9-1-1 calls routed to County Communications from the Interboro Municipalities and will include all medical pre-arrival instructions as per the New Jersey Office of Emergency Telecommunications guidelines.

- (2) County Communications shall engage translation service from the "language line" to handle 9-1-1 calls and administrative calls from non-English speaking persons. The connection charge shall be handled by the County.
- (3) County Communications shall provide Police, Fire Department and Emergency Medical Services dispatching and emergency 9-1-1 (call routing) dispatching services on a twenty-four (24) hour per day basis to the Interboro Municipalities. This shall include:
  - (a) Accepting emergency calls and promptly dispatch emergency response vehicles and personnel within the territorial jurisdiction of the Interboro Municipalities and activate sirens;
  - (b) Maintaining a log of all calls received and dispatched on behalf of the Interboro Municipalities;
  - (c) Furnishing reports of activities on an agreed upon basis.

(B) In order to effectuate these services, Interboro shall continue to supply County Communications with all necessary policies, procedures, rosters and other information in order to effectively provide dispatch services.

(C) The operation of all radio units shall be in accordance with the rules and regulations of the Federal Communication Commission (FCC).

## 2. TERM AND PAYMENT

(A) Term. The term of this Agreement shall be for a period of five (5) years commencing on January 1, 2021 and ending on December 31, 2025, unless terminated sooner in accordance with Paragraphs 6. (DEFAULT) or 7. (NOTICE AND TERMINATION) of this Agreement.

Renewal. The County may, at its option, renew this Agreement for another five (5) year period, commencing January 1, 2026 through December 31, 2030 for an annual fee to be determined at the time of renewal. Notice of such option shall be given, in writing, six (6) months prior to the expiration of the Contract.

(B) Payment. The County will provide 9-1-1 communications and public safety dispatch services for Interboro for an annual fee of **THREE HUNDRED THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$300, 900)**. Payment shall be due quarterly on February 1, May 1, August 1, and November 1 of each year, with the first payment due February 1, 2021. Payments shall be sent to: Bergen County Treasurer, County of Bergen, One Bergen County Plaza, Hackensack, New Jersey 07601, or to such other address as the County may direct upon notice in writing.

In the event the full payment for services is not paid by Interboro, the County, in addition to any other remedy provided herein, shall collect a proportional share from each individual municipality comprising Interboro directly as outlined in the pro rata formula attached hereto. Said pro rata formula outlines the formula used and resulting figures Interboro Municipalities use to apportion payment for the services provided in this agreement.

The Parties hereby acknowledge and agree that, in the event a state or federal mandate materially increases the County's cost to provide the services set forth in this Agreement, the Parties will renegotiate the payment terms herein.

In no event shall any individual Municipality pay in excess of its pro rata percentage required as per the attached pro rata formula.

### **3. EQUIPMENT**

County Communications will provide dispatch services for the Interboro Municipalities on Interboro's current radio system or the countywide trunked radio system. County Communications (through its County Communications Director) and Interboro will work together to make the necessary equipment and networking modifications to support and facilitate the communications capabilities of Interboro.

Interboro will continue to pay for the costs associated with maintaining their radio equipment along with the connectivity fees associated with connecting Interboro radio system to the County Communications radio infrastructure.

The County will continue to allow Interboro to utilize the County-wide trunked radio system at no cost. Under such scenario, Interboro would be responsible for purchasing and maintaining compatible portable and mobile radio units and accessory equipment to be utilized by the Interboro Municipalities.

County Communications and Interboro will make the following equipment and networking modifications to support and facilitate the communications capabilities of Interboro:

(A) 9-1-1 The County's Public Safety Operations Center is currently a fully operational 9-1-1 PSAP. County Communications will continue to provide call taking of all 9-1-1 calls within the Interboro Municipalities. County Communications will provide pre-arrival instructions as per the New Jersey Office of Emergency Telecommunications guidelines to these municipalities.

(B) Radio Communications and Dispatching Equipment County Communications has modified the County's radio consoles to support the dispatch function of Interboro's primary Police operational frequency, the Fire Department's dispatch frequency, and Emergency Medical Services dispatch frequency. These frequencies are linked by radio tie lines from Interboro radio system to County Communications. Interboro will continue to maintain all radio tie lines and their own radio equipment, unless Interboro continues to

utilize the County-wide trunked radio system and expands such use to include fire and EMS.

- (C) Knox Boxes County Communications will continue to send out tones to activate Knox boxes in Interboro. Any reprogramming for additional activation codes will be the responsibility of Interboro.
- (D) Telephone Communications Interboro will be responsible for having all dispatch-related calls transferred to the County Communications. A dedicated phone number will be maintained for Interboro's Police Officers, Public Safety Officials and Administrative personnel. County Communications may implement auto attendant to assist in answering non-emergency calls.
- (E) Emergency Sirens Interboro will continue to supply and maintain a mechanism so that County Communications can activate the emergency sirens located in Interboro service area. This can be done by the use of a radio tie line or a radio controlled device tied into the siren unit, or such other means as agreed between the Parties.
- (F) Data Line/T21 Line To facilitate sharing of law enforcement data between the County Communications and Interboro Police Departments, Interboro Police Chiefs will continue use of the Prosecutor's Law Enforcement network. This network consists of T1 lines that currently connect Interboro with the Bergen County Prosecutor's Office.
- (G) CAD County Communications shall provide the use of the County's InfoShare system, a new and improved technology for CAD for Police and Fire and for law enforcement and fore records management, during the term of this Agreement. The County shall be responsible for the cost of any required training, as well as maintenance of the InfoShare CAD and law enforcement and fire records management system during the term of this Agreement.

If Interboro chooses to utilize mobile data in police vehicles, fire apparatus, or EMS vehicles, they will be responsible for purchasing and maintaining equipment in the various vehicles to enable such services, as well as any fees that are required for maintaining connectivity to the vehicles. It will be responsibility of Interboro to coordinate the purchase of software and data conversion with InfoShare or any other compatible vendor. Interboro will be responsible for converting data into the InfoShare System to include geo-coding data.

- (H) AVL County Communications currently uses AVL (Automated Vehicle Location) to monitor and dispatch County Police and EMS units. This functionality will be made available to the members of Interboro. It will be each municipality's responsibility to send the appropriate data to the County's AVL System. Normally this is done over a Verizon or AT&T cellular network. AVL is used to assist with 'Closest Car Routing'. The same wireless data connectivity that a Mobile Client uses can be used for AVL.

- (I) ThinkMap County Communications utilizes a Think GIS system. This mapping solution allows Public Safety Telecommunicators the ability to view the location of 9-1-1 caller as well as Public Safety Units with AVL functionality. This information is utilized by the Public Safety Telecommunicator to dispatch the appropriate closest unit to the request for service.

**4. Trunk Radio System Information**

- (A) The County will continue to provide Interboro use of the Trunk Radio system in accordance with this Agreement.

The Trunk Radio System is designed for 95% on hip street coverage and access to this system by Interboro is purely voluntary. Accordingly, the quality of reception in all geographic areas of the County cannot be guaranteed to the Municipality. Therefore, Interboro acknowledges that this agreement covers the use of the system as it is established for the County of Bergen and the County is not obligated to alter the system in any way to improve access in any geographic area within the County where reception is inadequate for the purposes of the Municipality. The County of Bergen will loan Interboro up to five (5) portable radios during the duration of the contract at no added expense only to be used by the public safety personnel of Interboro. However, The County of Bergen reserves the right to repossess said radios in the event of an emergency whereby the County of Bergen requires the use of said devices.

- (B) Conditions. Interboro agrees to adhere to the following conditions and acknowledgements:

- (1) Interboro has tested their coverage area with County Communications to include external and internal locations;
- (2) Interboro agrees by signing this Agreement, that the radio system coverage is acceptable and is accepting the terms and conditions on utilizing the Trunk Radio System;
- (3) Interboro may operate on the Trunk Radio System only to be utilized by public safety employees of Interboro;
- (4) Interboro public safety agencies will be given the ability to communicate on the following three (3) public safety operational talk groups within the Trunk Radio System:

- (a) Fire – Operations (not to be used as Fire Ground)

Bergen County Communications will not be responsible for monitoring a Municipality's Fire Ground channel.

(b) EMS – Operations (not be used as Dispatch/ Interboro EMS to be dispatched on their current EMS system utilizing their current radio infrastructure and VHF pagers)

(c) Police – Dispatch/Operations

These talk groups are specific to the Public Safety discipline utilizing the talk group. I.e. Only PD units will be permitted access to the police radio talk groups.

- (5) The Trunked Radio System may be used for dispatch/paging services if proper equipment is purchased by Interboro;
- (6) Interboro will be required to share a common talk group with other Interboro agencies on the system. The County will control who is assigned on the designated talk groups;
- (7) Interboro will be responsible for its own legacy dispatch and radio infrastructure to include connecting to the County's network via radio tie lines; and
- (8) Interboro will be responsible for reprogramming their subscriber radios.

**5. REPRESENTATIONS AND WARRANTIES**

- (A) The County represents and warrants that the undersigned are the duly-appointed and qualified representatives of the County who are duly authorized to execute and deliver this Agreement by and on behalf of the County; that the County has all necessary power and authority to enter into and perform its duties under this Agreement; that all necessary and proper action has been taken by the County in order to enter into and give effect to this Agreement; that entering into this Agreement does not violate any law, rule or regulations of the State of New Jersey to which the County is subject.
- (B) The Interboro Municipalities represent and warrant that the undersigned are the duly-appointed officers of the respective Municipalities and duly authorized to execute and deliver this Agreement by and on behalf of the said Municipalities; that the Municipalities have all necessary power and authority to enter into and perform their duties under this Agreement; that all necessary and proper action has been taken by the Interboro Municipalities in order to enter into and give effect to this Agreement; that entering into this Agreement does not violate any law, rule or regulations of the State of New Jersey to which the Interboro Municipalities is subject.
- (C) The County represents and warrants that County Communications has sufficient expertise, facilities, equipment and manpower to fulfill the obligations of this Agreement.

**6. DEFAULT**

In the event one of the Parties to this Agreement fails to substantially perform in accordance with the terms of this Agreement, the aggrieved Party shall have the right to give notice of a request to cure said default within thirty (30) days. In the event the defaulting Party fails to cure within the



thirty (30) day period, the aggrieved Party shall have the right to terminate this Agreement upon sixty (60) days' notice.

**7. NOTICE AND TERMINATION**

Whenever under the terms of this Agreement written notice is required or permitted to be given by any Party to any other Party, such notice shall be deemed to have been sufficiently given if personally delivered or deposited in the United States Mail, in a properly-stamped envelope, certified or registered mail, return receipt requested, addressed to the Party to whom it is to be given, at the address hereinafter set forth. Either Party hereto may change its respective address by written notice in accordance with the Paragraph. Either Party may terminate this Agreement for convenience. If either Party elects to terminate this agreement for convenience, notice must be provided to the other Party at least one (1) year prior to the effective date of termination.

**8. ARBITRATION**

All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by binding arbitration in front of a retired Bergen County Superior Court Judge. The award rendered by the arbitrator shall be final and the Judgment may be entered upon it in accordance with applicable law in any Court having jurisdiction thereof. The cost shall be shared equally between Interboro as a whole and the County of Bergen as agreed to between the Parties. In the event the Parties cannot agree to the choice of an arbitrator, each Party shall select one retired Judge who shall agree to a third retired Bergen County Superior Court Judge to act as the arbitrator. The matter shall be decided by that mutually agreed upon retired Bergen County Superior Court Judge acting as an arbitrator.

**9. QUALITY CONTROL PROCESS**

The County agrees to address concerns raised by Interboro's designated agent regarding difficulties, concerns, and/or suggestions on an informal basis, as needed, and agrees to formally meet with Interboro representatives six (6) months from the date of this Agreement and annually on the anniversary date of this Agreement thereafter for the term of this Agreement.

The County agrees to formally meet and will continue its current QA (quality assurance) process. All requests for the details of a call or an incident will be forwarded to the Communication Manager and Director, in writing, by Interboro or municipal liaisons. These liaisons will be the Police Chiefs, Fire Chiefs, EMS Chiefs/Captains or designated members of the Mayor and Council of each municipality.

**10. LICENSES**

The Interboro Municipalities will maintain the licenses of their radio frequencies in accordance with all FCC regulations.

**11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties; may be signed in counterparts, and shall not be modified, except in writing. It should be noted, that items that may become the subject of a Rider to this Agreement going forward, include but are not limited to: maintenance, staffing, the incorporation of the Interboro Municipalities, P.I.P. coverage, etc., as agreed to between the Parties.

**Interboro Representatives:**

Paul Tomasko  
Mayor of Alpine  
Church Street  
Alpine, NJ 07620

John Glidden  
Mayor of Closter  
295 Closter Dock Rd.  
Closter, NJ 07624

Paul A. Hoelscher  
Mayor of Harrington Park  
85 Harriot Avenue  
Harrington Park, NJ 07647

Thomas Ference  
Mayor of Haworth  
300 Haworth Avenue  
Haworth, NJ 07641

Patrick Marana  
Mayor of Northvale  
116 Paris Avenue  
Northvale, NJ 07647

James Barsa  
Mayor of Norwood  
455 Broadway  
Norwood, NJ 07648

Robert R. Schaffer  
Mayor of Rockleigh  
26 Rockleigh Road  
Rockleigh, NJ 07646

**County of Bergen:**

Ralph Rivera, Jr.  
Director of Public Safety  
285 Campgaw Road  
Mahwah, NJ 07430

Frank DelVecchio  
Communications Director  
285 Campgaw Road  
Mahwah, NJ 07430

**Interboro Municipalities'  
Contact Person:**

Borough Administrator of Closter

**12. FURTHER ASSURANCES**

The County shall be responsible for the actions of its agents, servants and employees. The Interboro Municipalities shall be responsible for the actions of their agents, servants and employees. Each of the Parties covenant that they shall, from time to time, upon request of any 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.

**13. ORAL NEGOTIATIONS SUPERSEDED; AMENDMENT**

This Agreement, together with the other instruments and documents referred to herein, integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect of the subject matter hereof. This Agreement may not be amended or modified in any manner, except by an instrument in writing signed by the Parties.

**14. BINDING EFFECT**

This Agreement shall inure to the benefit of and be binding upon the County, each of the signatory Interboro Municipalities, and their respective successors and assigns.

**15. RELEASE**

In consideration of the foregoing promises and agreements, and pursuant to negotiations regarding the payment for services to be made by the Interboro Municipalities to the County for the services provided herein, and as a condition of this renewal agreement, the Parties have expressly negotiated and agreed that Interboro and each of its constituent municipalities hereby releases any claim it may have against the County arising out of the County's failure to commence provision of 9-1-1 and dispatching services upon the anticipated start date of January 1, 2021.

**16. PARAGRAPH HEADINGS**

Paragraph headings used herein are for convenience only and shall not affect construction of this Agreement.

**17. GOVERNING LAW**

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

**18. SEVERABILITY**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

**19. COUNTERPARTS AND ELECTRONIC DELIVERY AND SIGNATURES**

This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement ("Agreement Documents"), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all

manner and respects as an original agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1, et seq. and any associated regulations. Any Agreement Document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third party electronic signature capture service providers as may be chosen by the County of Bergen.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, on the day and year first above written.

**ATTEST:**

**BOROUGH OF ALPINE**

\_\_\_\_\_

By: \_\_\_\_\_  
Paul Tomasko, Mayor

**ATTEST:**

**BOROUGH OF CLOSTER**

\_\_\_\_\_

By: \_\_\_\_\_  
John Glidden, Mayor

**ATTEST:**

**BOROUGH OF HARRINGTON PARK**

\_\_\_\_\_

By: \_\_\_\_\_  
Paul A. Hoelscher, Mayor

**ATTEST:**

**BOROUGH OF HAWORTH**

\_\_\_\_\_

By: \_\_\_\_\_  
Thomas Ference, Mayor

**ATTEST:**

**BOROUGH OF NORTHVALE**

\_\_\_\_\_

By: \_\_\_\_\_  
Patrick Marana, Mayor

**ATTEST:**

**BOROUGH OF NORWOOD**

\_\_\_\_\_

By: \_\_\_\_\_  
James Barsa, Mayor

**ATTEST:**

**BOROUGH OF ROCKLEIGH**

\_\_\_\_\_

By: \_\_\_\_\_  
Robert R. Schaffer, Mayor

**ATTEST:**

**COUNTY OF BERGEN**

\_\_\_\_\_

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

**PRO RATA FORMULA**

Alpine	.063
Closter	.287
Harrington Park	.16
Haworth	.116
Northvale/Rockleigh	.177
Norwood	.195