



**MAYOR AND COUNCIL  
BOROUGH OF CLOSTER**

**REGULAR MEETING MINUTES--WEDNESDAY, DECEMBER 13, 2023 – 7:00 PM**

Mayor Glidden opened the meeting at 7:00 with the public announcement: **THIS REGULARLY SCHEDULED MEETING OF THE CLOSTER MAYOR AND COUNCIL WILL BE HELD IN-PERSON, TELEPHONICALLY, and VIA ZOOM VIDEO.** You may join Zoom meeting including video by accessing the information posted in the Borough Calendar on the Borough website by visiting [www.closterboro.com](http://www.closterboro.com) and clicking the link on the left sidebar for Calendars and Notice of Meetings and click on the corresponding date. **To join via Telephone Audio Only: TOLL FREE: +1 646-558-8656; MEETING ID: 864 2063 3673; PASSWORD: 8675309**

1. **PLEDGE OF ALLEGIANCE**

2. **OPEN PUBLIC MEETINGS ACT STATEMENT**

This meeting is called pursuant to the provisions of the Open Public Meetings Act of the State of New Jersey, was included in the Notice of 2023 Mayor and Council Meetings which was published in The Record and The Star Ledger on December 27, 2022, 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.

3. **SWEARING IN OF DEPUTY CHIEF BUCCOLA** Councilwoman Latner gave a background on Lieutenant Buccola. Then the Chief of Police spoke glowingly about him as well.

4. **ROLL CALL**

Councilwoman Amitai-present  
Councilwoman Chung-present  
Councilman Devlin-present

Councilwoman Latner-present  
Councilwoman Witko-present  
Councilman Yammario-present

5. **RESOLUTION**

**23-257 RESOLUTION PROMOTING JAMES BUCCOLA FROM THE RANK OF LIEUTENANT TO DEPUTY CHIEF**

Councilwoman Latner moved to approve the resolution, second Councilwoman Chung.  
Councilwoman Amitai-yes  
Councilwoman Chung-yes  
Councilman Devlin-yes  
Carried.

Councilwoman Latner-yes  
Councilwoman Witko-yes  
Councilman Yammario-yes

Deputy Chief Buccola was sworn in by Mayor Glidden. The new Deputy Chief thanked the Chief for his kind words, confidence and trust. He thanked the governing body. He thanked Councilwoman Witko and Councilman Devlin for their service and support. He thanked everyone for their support and said that he hoped he made them proud. He thanked his family very warmly.

Councilwoman Latner noted that at the League of Municipalities Convention last month the Council was honored to receive the Bronze Level Sustainable Jersey certification, thanks to Councilman Devlin. She also mentioned that she and Councilwoman Witko nominated two hometown heroes who both won. They are Jim Oettinger and Hilary Hirschorn. An awards ceremony will be held in Englewood on Friday. She also asked that the BCCLS be able to make a presentation at the 1/10/24 Mayor and Council Regular Meeting.

6 **PUBLIC COMMENTS (3 MINUTE LIMIT)** Mayor Glidden reminded everyone that the room can only hold 90 people, so some people may have to be turned away. He also asked that everyone practice decorum. He said that people in the room would comment first and then people on Zoom. Councilwoman Latner moved to open the meeting to the public, second Councilwoman Witko. All in favor. Carried.

Jeanne Stella (479 High Street) thanked the Council for this process and acknowledged that it has been hard. She said more than 700 people have signed the petition and said that she hopes the vote will go to keep John McCaffrey as caretaker for the farm.

John McCaffrey Jr. (248 Harrington Avenue) thanked all of the farm volunteers and those on Zoom. He spoke about the reasons that his father took on the care of the farm and the house. He also clarified that his father had stated that he would continue at the farm with or without the requested funding. He said that his father loves the farm. He said that the other farmer would not live at the farm.

Alexa McCaffrey (248 Harrington Avenue) echoed the words of her husband and spoke about how

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proud she is of her father in law. She said that for the last 23 years her father in law has paid for virtually all of the expenses at the farm. She asked the Mayor and Council will take into account the wishes of the people.

Stephen Bleekman (Union Street) said that he has been involved with the farm for 5 years. He said he thought it was shameful that this process was so politicized.

Ms. Gupta (45 Forest Street) led the crowd in “If it ain’t broke don’t fix it.”

Shelia McCaffrey (70 Anderson Avenue) asked how they ended up in this place. She spoke about the farming by Farmer #1 at no expense to the community. She spoke about how the u-pick program has subsidized food budgets. She spoke about her perceived lack of transparency.

TJ McCaffrey (70 Anderson Avenue) echoed the words of his wife and spoke about his concern about transparency. He said, as did his wife, that the will of the people is clear: Farmer #1 should continue. He said that the public programs would bring traffic. He asked the Council to vote for Farmer #1.

Steve Isaacson (97 Columbus) said that the agenda was changed 4 times. He also said that there was a resolution on the website saying that Gentle Giant was being offered a 5-year contract. The Mayor said that it was taken down. Mr. Isaacson said that if John McCaffrey was not chosen he predicted there would be a long lawsuit.

Joe Corrado (lives around the corner from the farm) said that he wrote a letter in November and was told that all of his concerns were being addressed. He asked how the traffic was going to be handled and what changes would be made to the farm to handle the events. He also asked about the legalities of having a summer camp at the farm. The Mayor said that answers would be given later.

Fred Goetz (attorney for John McCaffrey) confirmed that Mr. McCaffrey lowered the proposed lease term from 10 to 5 years and offered to continue with or without funding. He thanked the Mayor, Council, administration, and attorney for their care of this process.

Diane Montelione (9 Pine Street) pointed out that when you look at Farmer #1 and Farmer #2 only one of them is a farmer.

Richard Abrahamson, who was representing Ms. Goldman, said that he had written a letter pointing out some legal problems with awarding the contract to Farmer #2, including that Farmer #2 would be hiring a farmer. He spoke about the need to go through a bidding process if the use is not strictly agricultural. He also spoke about issues with change of use. He spoke about the sensitivity of that area environmentally.

Glen Coleman (27 County Road) spoke about the rare experience of someone who is part of the town who deepens the sense of community that makes a community prosper in many ways.

Susan McTigue (81 Poplar Street) thanked the wonderful community. 708 people have signed the petition.

James McCaffrey (375 Blanch Avenue) spoke about being blessed to grow up on the farm. He said that his father had originally wanted to include James on the contract. He thanked the volunteers. He said that his father has always gone above and beyond the contractual obligations. He said that his father is the clear choice and hopes that the Council will make a decision based on what the people want.

Leslie Brunell (2 Taylor Drive) said that she is appalled that John McCaffrey is being treated this way and begged that the town get the farm certified as Green Acres to protect it for the future. She also said that she is appalled that the legacy of Sophie Heymann is being treated this way. She suggested that Farmer #2 buy the swim club. She also said that if the farm is paved the houses below will be in jeopardy.

Pam Scaglione (2 Robinhood) asked for a show of hands in the audience of those in favor of Farmer #2.

Daphna Avizov (7 Buzzoni) pointed out that the residents voted for the Council. She spoke about how the change could devalue property values.

(Inaudible) heartily agreed that they should leave well enough alone. He said that the farm is one of a kind in Bergen County.

Gia Lee shared that the farm reminds people where food comes from and is a living classroom.

Susan Penny said that John has done an amazing job and that the farm is like an oasis. She said that she was floored that Farmer #2 seemed to have no plan. She said that she saw Council people giving Farmer #2 thumbs up after the last meeting. She asked why Council people were trying to get rid of John.

Rob Horowitz agreed with everything that has been said and wanted to add his voice. He called the farm a treasure and said he couldn't imagine why that should be taken away and that there were other venues in town for some of the other activities suggested by the other candidate.

David Margulies (21 McCain Court) reminded people that Farmer #2's full company name is Gentle Giant Brewing Company. He said he didn't want events to include alcohol and have people leave drunk. He spoke about some background he had read.

Mr. Francavilla (22 Clarke St) said that from what he remembered from 22 years ago the farm was supposed to provide for more farms and thought it should be left the way it is.

Frieda (inaudible) echoed what everyone has been saying. She asked that the MacBain Farm be kept active.

Tomasina Schwartz (16 Robinhood Avenue) said that she is in total support of MacBain Farm. She reiterated that it seems that what is being done is illegal. She feels that they are not getting the correct advice. She said please leave the farm as it is.

Rebecca Ruberg (414 Blanch) spoke about what the farm brings educationally. She said that she would hate to see what is going on here taken away.

Tom Coldwell (25 Cedar Ct) said that he had been on the Environmental Commission. He said that he supports John McCaffrey. He said that Mayor Heymann would never have spoken bad about other people. He said that people should treat others the way they want to be treated.

Judy Parker (55 Susan Drive and 177 West Street) said that John has many years experience as caretaker. She said that he is an asset. She said that she is not in favor of a large parking lot. She suggested putting a special question on the ballot.

Henry Chang (38 Taylor Drive) said that residents of Closter feel a great pride in the farm. He also said that he rents houses and that many of the renters spoke about enjoying the farm.

Rich Ryan (212 Knickerbocker Road) said that the only negative thing he heard about the farm was trying to change it.

Wendy Nigro (Charles Place) said that she feels it is good to hear ideas but does not feel that the other candidate is viable. She said that John's family all stay in the family and love the town and came forward to speak for him.

## 7 **MACBAIN FARM COUNCIL COMMENTS**

Councilwoman Amitai spoke by saying this was a difficult time for everyone and we are trying to do what is best of all residents. She thanked everyone that was involved in this process. She wanted to bring attention to minutes from various Environmental Commission meetings where they were complaints regarding the farm. This was one of the reasons the Borough went out with an RFP. There was a lot of misinformation out there. When we are working facts it is her first obligation to the long-term benefit of Closter. I would not be able to vote yes, with integrity, in favor of awarding the letter of intent to Mr. McCaffrey because I do not believe it is in the best interest of all Closter residents.

Councilwoman Latner: Spoke about some of the behaviors exhibited during this process. She said that whatever happens tonight she feels compelled to say that there has never been a decision to predetermine what will happen. She commended Councilwoman Amitai and Witko for stepping up to work on this process. She said that she is willing to listen to the will of the people but does not like to feel bullied. She said that she cannot understand the lack of mindfulness. She said that many people conducted this process in a respectful manner. However, she said that the petition was sent out using an email list that was the property of the Borough of Closter. She quoted: "People will forget what you said; people will forget what you did, but they will never forget how you made them feel," Maya Angelou.

Councilwoman Witko: Said that most of what she wanted to say has already been shared by Councilwomen Amitai and Latner. She also said that she does not appreciate being threatened by a resident. She spoke about misstatements and untruths that had been spread about Farmer #2. She said that Farmer #2 secured a five-year grant for \$100,000 per year. She spoke about the petition and suggested that many of the signers are not Closter residents. She said that two families who lived near the farm moved away because of untenable behavior.

Councilman Yammarino: Thanks Mr. McCaffrey/Mr. Goetz for your patience with the process. Thanks also Mr. Worgul for your patience and more so for putting up with insults, accusations and other personal attacks you've had to endure. Thanks Councilwomen Witko and Amitai for taking on the monumental task of helping expedite what should have been a simple process. And thanks to the

residents who shared their thoughts, whether in this room, via Zoom and the 200 or so that signed a petition we received yesterday. We had a contract ending that needed to be addressed. So, we put together an RFP to solicit interest in the job. Simple Interview Process: This should have been a simple interview process – something that happens millions of times a year: Advertise the job | Collect resumes | Interview candidates | Complete due diligence | Make a decision. Everyone knows how it works. Multiple people apply for a job. But only one person will get the job. Simple. But in Closter, it somehow turned into a disaster. Someone before asked “how did we end up in this place?” I wonder the same thing. Before I get into that, which some of my colleagues touched on, I would like to first address some questions/comments that were brought up in prior meetings.

Why an RFP: A Request for Proposal or RFP is preferred over a bid because it allows flexibility in responses. More importantly, due to its confidential nature, the RFP gives the Council the edge in trying to negotiate the best deal for the Borough. We lost that edge however, when individuals began sharing this confidential information. Imagine if you’re going to buy a car, but I call the salesman ahead of time and tell him what you are willing to pay. I just showed your hand – you lose.

Why so slow: Many complained that this has been a slow process; I agree. Thank government for that. We, the Council are not permitted to meet and discuss issues outside of this room. It would be really simple if we could all meet for lunch one day and spend a few hours discussing and working through the issues. Can’t do it. Since we meet only twice a month, what is technically two days or even two hours translates into a month. On top of this, it seemed that every week we received new information. More information means more discussion and.... another month goes by.

If we’re only concerned about the money:

- We could easily create 4-6 buildable lots which would sell at \$500K each.
- Being conservative and assuming only 4 lots that would net us \$2 million.
- Houses built would each generate \$40K in property taxes or \$160K.
- \$2 million in the bank generates an additional \$100K interest.
- Rent out existing house for \$50,000/year.

So, if we really are concerned with just the money, we could easily bring in over \$300,000 in revenues each year PLUS have \$2 million sitting in the bank. But we’re not; we’re opting to keep it as a farm.

Answer Questions: Another resident demanded that we answer all questions presented to us by the public while slamming her hand on the table. That’s not how it works. The open part of the meeting is not an inquisition. It is for the public to share its views. When questions are posed, we try our best to get back with answers, similar to what I did in my report about the bucket truck.

Commercializing MacBain Farm: He referred to charges brought in by The Nature Center and wondered why there was outrage when Farmer #2 wanted to charge fees for programs at the Farm.

20-year contract: He described many situations and concluded that 20 years does not make sense.

Parking: He described several events that create traffic, but they work.

He then outlined a practical process for making a decision after doing research, talking to people, and doing due diligence. In the end he shared his disappointment for how some people acted during this process. He suggested that either the vote be postponed or both RFPs be rejected and start again. He apologized to his family for what they’ve had to endure.

## 8 **CLOSED SESSION**

23-258 RESOLUTION TO GO INTO CLOSED SESSION AND EXCLUDE THE PUBLIC

Councilwoman Witko moved to go into Closed Session, second Councilman Devlin @ 9:17PM.

All in favor Carried.

Councilman Yanmarino moved to go into Open Session, second Councilwoman Witko. @ 9:42 PM

All in favor. Carried.

## 9 **RESOLUTION** –INTENT TO AWARD CONTRACT

23-259 RESOLUTION AUTHORIZING THE NOTICE OF INTENT TO AWARD A CONTRACT FOR THE OPERATION OF THE MAC BAIN FARM

The Borough attorney explained the next steps.

Councilman Devlin explained that the threats were not helpful. He said that he was on the Environmental Commission. He spoke about some of the items Councilwoman Amitai related to from the minutes. He said that the reason for the RFP process was getting the best deal for the Borough. He spoke about giving deference to residents who live in the area under discussion.

Councilman Yammarino moved rejecting both proposals and starting fresh in 2024, second Councilwoman Witko.

Councilwoman Amitai-yes

Councilwoman Latner-no

Councilwoman Chung-no

Councilwoman Witko-yes

Councilman Devlin-no

Councilman Yammarino-yes

As it is a tie, Mayor Glidden voted and voted no.

Councilwoman Latner moved to enter contract negotiations with John McCaffrey, second Councilwoman Chung.

Councilwoman Amitai-no	Councilwoman Latner-yes
Councilwoman Chung-yes	Councilwoman Witko-no
Councilman Devlin-yes	Councilman Yammarino-abstain

The Mayor said that he feels that the Council people who spoke tonight were sincere in their comments. He said that there was a time that the service from John McCaffrey was not the best and that the Borough of Closter had to have a stronger hand in management. A new Farm Board will be appointed. He voted for John McCaffrey. He spoke to the public and said that he appreciated their passion and that he had the same passion. He said that a couple of people in the room should be ashamed of themselves.

10 **REVIEW AND DISCUSSION OF COMMUNICATION ITEMS**

MAIL LIST OF NOVEMBER 24, 2023 Councilwoman Witko spoke about Item 1 and 24

Item #1 thanked the DPW for their work. She distributed the tickets to people, especially members of the DPW and his family. They had a good time.

MAIL LIST OF DECEMBER 1, 2023. There were no comments.

MAIL LIST OF DECEMBER 8, 2023. There were no comments.

11 **ORDINANCES**

**ADOPTION OF ORDINANCES**

Ordinance No. 2023-1329 AN ORDINANCE AUTHORIZING SALE OF LAND WITHOUT PUBLIC AUCTION PURSUANT TO N.J.S.A. 40A:12-13 (b) (5)

The meeting was opened to the public. The meeting was closed to the public as no one wished to speak.

Councilman Yammarino moved to adopt the Ordinance, second Councilwoman Latner.

Councilwoman Amitai-yes	Councilwoman Latner-yes
Councilwoman Chung-yes	Councilwoman Witko-yes
Councilman Devlin-no	Councilman Yammarino-yes

Carried.

12 **VILLAGE SCHOOL**

- a. COUNCIL DISCUSSION The Mayor shared that the committee met last week and unanimously recommend to the Council the Mastermind Proposal. Councilman Devlin asked whether the façade of the school would stay the same and was told that it would. However, an elevator will be added.

23-260 RESOLUTION OF THE BOROUGH OF CLOSTER AUTHORIZING THE NOTICE OF INTENT TO AWARD THE CONTRACT FOR THE LEASE, OPERATION, RENOVATION AND MAINTENANCE OF, THE CLOSTER VILLAGE SCHOOL TO MASTERMIND

Councilwoman Amitai moved to approve, second Councilwoman Latner.

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

Carried.

13 **REVIEW AND DISCUSSION OF CONSENT AGENDA ITEMS FOR REGULAR MEETING**

Mayor Glidden read the following:

23-261 RESOLUTION FOR MUNICIPALITIES TO CONFIRM ENDORSEMENT OF SPECTRUM FOR LIVING DEVELOPMENT, INC. GRANT APPLICATION 2023 TO BERGEN COUNTY COMMUNITY DEVELOPMENT GRANT: SPECTRUM FOR LIVING'S NORTHERN VALLEY ADVOCACY AND SUPPORTS PROGRAM IN THE MUNICIPALITY OF CLOSTER

23-262 RESOLUTION AUTHORIZING THE HIRE OF PROBATIONARY CROSSING GUARD

23-263 RESOLUTION REGARDING THE TEMPORARY SHARED SERVICE AGREEMENT WITH COUNTY OF BERGEN FOR REMOVAL OF DEAD OR DYING TREES WITHIN PUBLIC RIGHT AWAY ALONG COUNTY ROADWAYS

23-264 RESOLUTION REGARDING AWARD OF BLOODBORNE PATHOGEN COMPLIANCE 2024-2025 PROGRAM

23-265 RESOLUTION REQUESTING APPROVAL OF ITEM OF REVENUE AND APPROPRIATION UNDER N.J.S.A. 40A:4-87 FOR "U-TEXT-U-DRIVE GRANT"

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- 23-266 RESOLUTION RENEWING CONTRACT WITH I.W.S. TRANSFER SYSTEMS OF NJ, INC., DATED JANUARY 1, 2020, FOR ONE (1) YEAR TO DECEMBER 31, 2024 FOR SOLID WASTE TRANSFER STATION SERVICES
- 23-267 TEMPORARY SHARED SERVICE AGREEMENT FOR REMOVAL OF A TREE LOCATED AT 566 HIGH STREET, CLOSTER, NJ: A BERGEN COUNTY ROAD
- 23-268 RESOLUTION AUTHORIZING BOSWELL ENGINEERING TO PROVIDE ENGINEERING SERVICES FOR THE IMPROVEMENT OF FACILITIES AT RUCKMAN PARK
- 23-269 RESOLUTION APPROVING REFUND OF TREE BONDS
- 23-270 TRANSFER RESOLUTION NO. 1 AUTHORIZING THE TRANSFER OF 2023 BUDGET APPROPRIATIONS
- 23-271 BILLS LIST
- 23-272 RESOLUTION ADOPTING EMPLOYEE MANUAL, EMPLOYEE HANDBOOK AND VOLUNTEER HANDBOOK
- 23-273 RESOLUTION AUTHORIZING THE HIRING OF FT ADMINISTRATIVE ASSISTANCE FOR DPW

The administrator stated that, concerning resolution 23-266, the price was left blank on the copy in the packets. The actual price is \$87.88, which is a very low increase.

Councilman Yammarino asked that 23-272 be pulled for a separate vote.

Councilwoman Latner moved to approve the Consent Agenda minus 23-272, second Councilwoman Witko.

Councilwoman Amitai-yes	Councilwoman Latner-yes
Councilwoman Chung-yes	Councilwoman Witko-yes
Councilman Devlin-yes	Councilman Yammarino-yes
Carried.	

Councilwoman Latner moved to approve 23-272, second Councilwoman Witko.

Councilwoman Amitai-yes	Councilwoman Latner-yes
Councilwoman Chung-yes	Councilwoman Witko-yes
Councilman Devlin-abstain	Councilman Yammarino-abstain

14 **MINUTES**

Approval of Work Session and Regular Meeting of October 25, 2023. Councilwoman Latner moved to approve, second Councilwoman Chung. All in favor. Carried.

15 **HAWKER-PEDDLERS APPLICATION**

Trinity Solar Inc. – Solar Systems – Permit #23-13 no one objected to the application. Approved

16 **ADJOURNMENT** Councilwoman Witko moved to adjourn, second Councilwoman Latner. All in Favor. Meeting adjourned at 10:05 pm.

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-257**

**RESOLUTION PROMOTING JAMES BUCCOLA FROM THE RANK OF**  
**LIEUTENANT TO DEPUTY CHIEF**

WHEREAS, the Closter Police Department's current table of organization identifies the position of Deputy Chief in the chain of command in accreditation standard 1.5.3a-c; and

WHEREAS, the current Chief of Police has announced his retirement which will occur in less than 6 months as per promotional accreditation standard 2.3.1(V); and

WHEREAS, the Closter Chief of Police has recommended that Lt. James Buccola be appointed to the rank of Deputy Chief to, among other reasons, strengthen the chain of command and provide time for training of the new position; and

WHEREAS, the Public Safety Committee finds that Lt. James Buccola is the most qualified candidate and recommends the promotion be approved by the Governing Body; and

WHEREAS, the Mayor and Council have determined that the promotion is in the best interest of the Borough; and

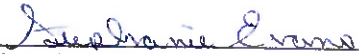
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Closter that Lt. James Buccola be promoted to the rank of Deputy Chief effective January 1st 2024, with a swearing in on December 13, 2023.


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

Adopted: December 13<sup>th</sup>, 2023

ATTEST:

APPROVED:

  
 Stephanie Evans, Borough Clerk

  
 John C. Glidden, Jr., Mayor

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held December 13<sup>th</sup>, 2023.

  
 Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-258**

**RESOLUTION TO GO INTO CLOSED SESSION AND EXCLUDE THE PUBLIC**

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

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

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

1. That the public shall be excluded from the December 13, 2023 Closed Session and discussion of the hereinafter specified subject matter:

Closed Session Docket#	Item Title of Description	Statutory Reference
23-12/13-1	Pending or Anticipated Litigation or Contract Negotiations	N.J.S.A. 10:4-12 (b) (7)
23-12/13-2	Matter Falling With Attorney Client Privilege	N.J.S.A. 10:4-12 (b) (7)

Formal action may/may not be taken.

2. Minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public

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

Adopted: December 13, 2023

ATTEST:

APPROVED BY:

Stephanie Evans  
 Stephanie Evans, Borough Clerk

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

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held on December 13, 2023.

Stephanie Evans  
 Stephanie Evans, Borough Clerk



**BOROUGH OF CLOSTER**  
**RESOLUTION #23-259**

**RESOLUTION AUTHORIZING THE NOTICE OF INTENT TO AWARD A CONTRACT FOR THE OPERATION OF THE MACBAIN FARM**

**WHEREAS**, Borough of Closter is the owner of Block 2102, Lot 37.07 commonly known as the MacBain Farm; and

**WHEREAS**, the Borough of Closter issued a Request for Proposals for the operation of the MacBain Farm; and

**WHEREAS**, the Borough of Closter received four (4) proposals in that regard and chose to negotiate with 2 of the 4 parties that submitted proposals; and

**WHEREAS**, after extensive discussions and negotiations, the Borough of Closter is now prepared to issue a Notice of Intent to Award the Contract for the operation of the MacBain Farm.

**NOW, THEREFORE BE IT RESOLVED** by the Governing Body of the Borough of Closter that it authorizes and hereby issues the Notice of Intent to award the contract for the operation of the MacBain Farm to John McCaffery, under the negotiated terms and conditions, including a Contract not to exceed five (5) years with an option to renew for five (5) years provided there is mutual consent by all parties; no payment or other consideration to be made by the Brough of Closter other than pertaining to capital improvements; and the continued operation of the "U-Pick" program for the residents of the Borough of Closter; and

**BE IT FURTHER RESOLVED** that the Borough Attorney is hereby authorized to prepare the necessary contract documents subject to final approval by the Governing Body. The time within which to finalize the Contract is hereby extended for 45 days, and the Borough reserves the right to extend that time frame, if needed to finalize the Contract.

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

ADOPTED: December 13, 2023

ATTEST:

Stephanie Evans  
 Stephanie Evans, Borough Clerk

APPROVED BY:

John C. Glidden  
 John C. Glidden, Mayor

Certified to be a true copy of Resolution adopted at the Organization Meeting by the Mayor and Council of Borough of Closter at the Regular Meeting held on December 13, 2023.

Stephanie Evans  
 Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-260**

**RESOLUTION OF THE BOROUGH OF CLOSTER AUTHORIZING THE NOTICE OF INTENT TO AWARD THE CONTRACT FOR THE LEASE, OPERATION, RENOVATION AND MAINTENANCE OF THE CLOSTER VILLAGE SCHOOL TO MASTERMIND**

WHEREAS, Borough of Closter is the owner of Block 1316, Lot 9 commonly known as the Village School in the Borough of Closter; and

WHEREAS, the Borough of Closter issued a Request for Proposals for the renovation, construction, operation, maintenance and lease of the Village School for the purpose of providing 35 affordable housing units in accordance with the Borough of Closter's Housing Element Plan; and

WHEREAS, six (6) proposals were received from interested parties in that regard, and the Borough of Closter had multiple meetings with representatives of the parties submitting proposals; and

WHEREAS, the Borough of Closter has deemed in the best interest of the Borough to select the proposal submitted by Mastermind under the terms and conditions negotiated by Mastermind and the Borough of Closter.

NOW, THEREFORE BE IT RESOLVED by the Borough of Closter that it hereby authorizes and hereby issues a Notice of Intent to Award a Contract for the lease, renovation, construction, operation and maintenance of the Village School to Mastermind, in accordance with the proposal submitted and terms and conditions negotiated with the Borough relating thereto; and

BE IT FURTHER RESOLVED that the Borough Attorney is hereby authorized to prepare the necessary contract documents to finalize said Agreement, subject to the final approval by the Borough of Closter within 45 days of the date hereof, or as extended by the Borough of Closter as needed.

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

Adopted:

ATTEST:

  
Stephanie Evans, Borough Clerk

APPROVED BY:

  
John C. Glidden, Mayor

Certified to be a true copy of Resolution adopted at the Organization Meeting by the Mayor and Council of Borough of Closter at the Regular Meeting held on December 13, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-261**

**RESOLUTION FOR MUNICIPALITIES TO CONFIRM ENDORSEMENT OF SPECTRUM for LIVING DEVELOPMENT, INC. GRANT APPLICATION 2024 TO BERGEN COUNTY COMMUNITY DEVELOPMENT GRANT: SPECTRUM for LIVING'S NORTHERN VALLEY ADVOCACY and SUPPORTS PROGRAM in the MUNICIPALITY OF CLOSTER**

WHEREAS, a Bergen County Community Development grant of \$40,000.00 has been proposed by SPECTRUM for LIVING DEVELOPMENT, INC. for *Spectrum for Living's Northern Valley Advocacy and Supports Program* in the municipality of the Borough of Closter (Exhibit A); 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 Bergen County Community Development Grant application requires endorsement from each community location; and

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

WHEREAS, this endorsing resolution does not obligate the financial resources of the Borough of Closter and is intended solely to expedite expenditure of the aforesaid Community Development funds.

NOW, THEREFORE, **BE IT RESOLVED** that the Governing Body of the Borough of Closter hereby confirms endorsement of the aforesaid project, and

**BE IT FURTHER RESOLVED**, that the Borough Clerk shall send a copy of this resolution to the Director of the Bergen County Community Development Program, Director of Support Services, Katie Hennessy, Spectrum for Living, Inc. and to the Borough Administrator so that implementation of the aforesaid project may be expedited.

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

Adopted: December 13, 2023

ATTEST:

  
Stephanie Evans, Borough Clerk

APPROVED:

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held December 13, 2023.

  
Stephanie Evans, Borough Clerk

Exhibit "A"  
Letter of Request from Spectrum for Living Development, Inc.



**SPECTRUM FOR LIVING DEVELOPMENT, INC.**  
210 Riverdale Rd., River Vale, NJ 07675  
Phone: 201-358-8000 Fax: 201-358-8089  
www.spectrumforliving.org

**PRESIDENT & CEO**  
Christopher Perry

December 8, 2023

**CHIEF PROGRAMS OFFICER**  
Thomas J. Donahue

Stephanie Evans, Borough Clerk  
Borough of Closter  
295 Closter Dock Road  
Closter, NJ 07624

**CHIEF FINANCIAL OFFICER**  
Denny Rosario

Dear Ms. Evans:

**CHIEF HUMAN RESOURCES OFFICER**  
Joan Garcia

I deeply appreciate the many years of support the Borough of Closter has provided to Spectrum for Living. With your assistance, Spectrum has received funding through the Community Development for more than twenty-five years, in order to provide a variety of invaluable services to adults with developmental disabilities and their families living throughout the Northern Valley region. These individuals and their families served are most grateful to these invaluable support services

**BOARD CHAIRPERSON**  
Brian Todd

In the upcoming year, Spectrum would like to submit a new project at the regional level and offer a health and wellness program to adults with developmental disabilities living in the Northern Valley communities. Many individuals with developmental disabilities who are living on their own or with elderly or infirmed caregivers are unable to maintain their medical appointments and maintain a healthy lifestyle. Spectrum's Northern Valley Health and Wellness Program will provide individuals with developmental disabilities with small group trainings to discuss nutrition and exercise, provide assistance in scheduling and maintaining medical appointments, assistance finding doctors covered through individuals' insurance policies, assistance maintaining insurance and walking groups.

**BOARD OF TRUSTEES**  
Paul Blaustein  
Donna Cannillo  
Michael Carpenter  
Randy Calk  
Frank Fiore  
Sue Fremont  
Isabel Jacobs  
Christine LaRocca, Esq.  
Stephen Leo  
Lorraine Lipowitz  
Patricia Maurizi  
Vincent O'Brien  
Maureen Patetta  
Christopher Perry, Ex Officio  
Rosemarie Pionas  
Nancy Rapuzzi  
Frank Racine  
Martin Somar  
Steven W. Torrico, CRPO®

The 2024 Community Development Program will be even more essential in this upcoming year due to a combination of funding cuts and the New Jersey Division of Developmental Disabilities shift from a contract-based system of service reimbursement to a Medicaid-based, fee for services reimbursement system. As a consequence of these changes, a number of families are currently with inadequate or no appropriate services. This has been especially difficult for individuals and their families since the 2020 pandemic as many social service agencies were suspended to the public. Some programs never re-opened, the industry continues to be plagued by staff shortages and counselors, and other professionals have been difficult to reach by phone.

**CHAIRPERSON EMERITUS  
IN MEMORIAM**  
Alexander Gallone

In order to complete the 2024 Community Development application process, a municipal resolution endorsing our Community Development Project will be required. A sample of the suggested resolution is attached. I have revised the amount requested to \$40,000.

**MEDICAL DIRECTOR**  
Elio Djeblyan, M. D.

I would appreciate if the resolution could be put on the Council's agenda as soon as practicable.

Your support and that of the council in endorsing our request for this resolution will be greatly appreciated.

If you have any questions or concerns, please feel free to call me at (201) 358-8000, ext. 3055.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Katie Hennessy".

Katie Hennessy  
Director of Support Services

cc: James Winters, Borough Administrator

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-262**

**RESOLUTION AUTHORIZING HIRE OF PROBATIONARY CROSSING GUARD**

WHEREAS, the Closter Police Chief has expressed that there are vacancies on crossing guard posts in the Borough of Closter, and

WHEREAS, the Closter Police Department has completed a background check and interviewed the applicant, Charlotte Salamone; and

**THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Closter, County of Bergen, New Jersey that **Charlotte Salamone** is hereby appointed to the position of Probationary Substitute Crossing Guard, effective retroactively to **11/1/2023** at an hourly rate of \$22.00 based on past experience and training.

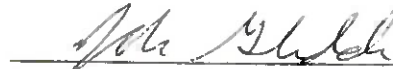
Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilwoman Amitai			X			
Councilwoman Chung			X			
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko		X	X			
Councilman Yammarino			X			

Adopted: December 13, 2023

ATTEST:

APPROVED:

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held December 13, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION 23-263**

**RESOLUTION REGARDING TEMPORARY SHARED SERVICE AGREEMENT WITH  
 COUNTY OF BERGEN FOR REMOVAL OF DEAD OR DYING TREES WITHIN PUBLIC  
 RIGHT AWAY ALONG COUNTY ROADWAYS**

WHEREAS, there exists a need to enter into a Temporary Shared Service Agreement with the County of Bergen for the purpose of the removal of dead or dying trees within the public right of way along county roads;

WHEREAS, the Bergen County Road Department has revised its previous policy with the Temporary Shared Service Agreement policy (Exhibit A attached) to the inspection and or removal of dead or dying trees within the public right of way along county roads;

WHEREAS, the Borough of Closter Mayor & Council believe this Agreement to be in the best interest of the municipality; and

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

1. The Mayor and Council hereby authorize the Borough Administrator to execute the Temporary Shared Service Agreement policy (Exhibit A attached) as required by the County of Bergen on an as needed basis in accordance with the revised polity of the County of Bergen Roads Department.


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

Adopted: December 13, 2023


APPROVED BY:

ATTEST:

  
 \_\_\_\_\_  
 Stephanie Evans, Borough Clerk

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

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter on December 13, 2023

  
 \_\_\_\_\_  
 Stephanie Evans, Borough Clerk

**Exhibit A**

**TEMPORARY SHARED SERVICE AGREEMENT**

**THIS AGREEMENT**, entered into on the     day of                     , 2023 , by and between:

**COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, located at One Bergen County Plaza, Hackensack, New Jersey 07601, hereinafter referred to as the "*County*"; and

**(MUNICIPALITY)**, a body politic and corporate of the State of New Jersey, located at **(ADDRESS)**, hereinafter referred to as the "*Municipality*"

**WHEREAS**, while it is not the responsibility of the County to remove dead or dying trees within the Municipalities of Bergen County, as part of the County's concept of providing shared services to local municipalities, the County of Bergen cooperates with local municipalities in removing dead or dying trees located within the public right of way along County roadways; and

**WHEREAS**, in order to aid Bergen County Municipalities in the removal of dead or dying non-County trees, municipalities may send a written request under the Counties tree program. As a courtesy, the County will determine if the requested tree falls within its removal criteria; and

**WHEREAS**, the County has received a request from the Municipality to lend assistance in the removal of **(NAME OF LOCATION OF TREE)** and the County has evaluated the area and determined that the County has the resources to assist; and

**WHEREAS**, the Municipality shall provide uniformed police officers, and be solely responsible for the cost thereof, if needed for the safety of the personnel for the tree removal; and

**WHEREAS**, the County requires that this Agreement be entered into by the County and the Municipality in order to perform the Work.

**NOW THEREFORE**, in consideration of the foregoing and in accordance with the terms and conditions set forth hereinafter, the parties hereto hereby agree to be legally bound as follows:

1. The Work to be performed by the County shall be strictly limited to the removal of a dead or dying tree within the public right of way abutting a County Road.
2. This Agreement shall be deemed to be effective from the date hereof.
3. Insurance.

(a) During the performance of the Work, the Municipality shall, at its sole cost and expense, obtain and maintain throughout the course of the performance of the Work the following minimum coverages of insurance:

1. Workers' Compensation (statutory) and Employer's Liability (\$1,000,000),
2. Commercial General Liability insurance with limits of at least \$1,000,000 Per Occurrence/\$ 2,000,000 Aggregate for bodily or personal injury (including death) and property damage and shall include contractual liability coverage with limits not less than those set forth above.
4. Commercial Automotive Liability - \$1,000,000 Combined Single Limit.

(b) Prior to the performance of any Work, the Municipality shall provide the County with a certificate of insurance on Acord Form 25 or its equivalent ("Certificate"). The Certificate shall set forth evidence that the coverages required in this Agreement are in full force and effect. The Municipality shall furnish to the County copies of any endorsements that are subsequently issued amending limits of coverage or providing coverage for the County or any additional insured as required by this Agreement. The Certificate of Insurance shall name the County of Bergen as Certificate Holder and Additional Insured under the Commercial General Liability and Commercial Auto Liability policies. The Certificate shall provide for at least thirty (30) days prior written notice to the County of the cancellation or material modification of any policy of insurance maintained pursuant to this Agreement. All such coverages are to be provided on a "primary" basis regardless of any other insurance the County may have or may elect to purchase and maintain.

5. The Municipality, to the fullest extent permitted by law shall indemnify, defend, and hold harmless the County of Bergen and all of their parents, subsidiaries, siblings, directors, officers, shareholders, partners (general and limited), members, managers, agents, legal representatives and other affiliated entities from and against all costs of investigation, claims, damages, demands, liens, claims of lien, losses, actions or liability of any kind which may be asserted against them or suffered by them, including, without limitation, reasonable attorneys' fees, statutory or administrative fines or penalties, and litigation costs ("Claims") to the extent such arise out of or are in connection with, directly or indirectly, this Agreement or the performance of the Work alienated herein, whether or not negligence on the part of the County of Bergen, and any of its employees, officials, agents, volunteers or representatives contributed thereto.

6 Any notice required to be given under this Agreement shall be made in writing via certified mail, return receipt requested, or by nationally recognized overnight mail service to the following persons:



If to the County:

**John E. Ten Hoeve, Jr., Deputy County Counsel  
Office of the County Counsel  
One Bergen County Plaza, Room 580  
Hackensack, NJ 07601**

If to the Municipality: **(MUNICIPALITY)**  
**(ADDRESS)**

Any person to whom notice must be given may be changed by notice by one party to the other party given, as set forth above.

7. This Agreement constitutes the entire Agreement between the parties and may not be modified or amended, except in writing and signed by both parties.

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

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed and attested by their proper corporate officers, and their corporate seals to be hereto affixed, the day and year first above written.

Attest:

**COUNTY OF BERGEN**

\_\_\_\_\_

By:

\_\_\_\_\_  
James J. Tedesco III, County Executive or  
Thomas J. Duch, County Counsel/ County Administrator

Attest:

**(MUNICIPALITY)**

*Stephanie E. van*

By:

*[Signature]*

**BOROUGH OF CLOSTER**  
**RESOLUTION 23-264**

**RESOLUTION REGARDING AWARD OF BLOODBORNE PATHOGEN COMPLIANCE**  
**2024-2025 PROGRAM**

WHEREAS, there exists a need for a Bloodborne Pathogen Compliance Program; and

WHEREAS, funds will be available for said purpose; and

WHEREAS, the Bergen County Department of Health Services is qualified to provide a Blood borne Pathogen Compliance Program and has presented a proposal to provide such services to the Borough for 2024-2025 for an amount not to exceed **\$3500.00** annually; and

WHEREAS, contracts entered into with a governmental entity are an exception to the bidding requirements of the Local Public Contracts Law (N.J.S.A. 40A:11 et seq) by virtue of N.J.S.A. 40A:11-5(2);

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

1. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement for an amount *not to exceed* \$3500.00 annually with:  
THE COUNTY OF BERGEN
2. This contract is being awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5, as a service being provided by a governmental entity.
3. That the award of this contract be in accordance with and subject to compliance with the Affirmative Action Regulations of the State of New Jersey and the requirements of Public Law 1975, Chapter 127.

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

Adopted: December 13, 2023

APPROVED BY:

Stephanie Evans  
Stephanie Evans, Borough Clerk

ATTEST:

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

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter on December 13, 2023

Stephanie Evans  
Stephanie Evans, Borough Clerk

**Exhibit A**



**BERGEN COUNTY  
DEPARTMENT OF HEALTH SERVICES  
2024-2025 AGREEMENT FOR  
BLOODBORNE PATHOGENS PROGRAM  
FOR  
BOROUGH OF CLOSTER**

Approved by Bergen County Resolution No. 993-23 Dated: September 6, 2023.  
Approved by Borough of Closter Resolution No. \_\_\_\_\_ Dated: \_\_\_\_\_

## BLOODBORNE PATHOGENS PROGRAM AGREEMENT

**THIS AGREEMENT** made this 1st day of January, 2024, by and between the County of Bergen, Department of Health Services, which has offices located at One Bergen County Plaza, City of Hackensack, County of Bergen, State of New Jersey (hereinafter referred to as the "BCDHS") and the Borough of Closter which has offices located at 295 Closter Dock Road, Closter, County of Bergen State of New Jersey (hereinafter referred to as the "Municipality" or "MUNICIPALITY").

**WHEREAS**, the Municipality, through the provisions of N.J.S.A. 26:3A2-I et seq. desires to contract for the furnishing of health services of a technical and professional nature, requires the regular services of a Bloodborne Pathogens Compliance Coordinator and Trainer; and

**WHEREAS**, Bergen County Resolution # 993-23 as adopted by the Bergen County Board of Commissioners, dated September 6, 2023, authorizes the County Executive to enter into an Agreement with the Municipality; and

**WHEREAS**, the BCDHS is experienced in the provision of Bloodborne Pathogens Compliance Programs;

**NOW, THEREFORE, IT IS AGREED** by and between the Municipality and the BCDHS as follows:

- I. **APPOINTMENT.** The BCDHS is hereby appointed and retained as Bloodborne Pathogens Compliance Coordinator and Trainer for the Municipality.
- II. **TERM.** The term of this Agreement shall commence on **January 1, 2024**, and shall continue in accordance with the terms, and conditions of this Agreement, terminating on **December 31, 2025**.
- III. **TERMINATION OF AGREEMENT.** The BCDHS may terminate this Agreement, at any time during the term thereof, by giving of ninety (90) days written notice, setting forth the cause or causes for termination to the MUNICIPALITY.

The Municipality may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the BCDHS.

The BCDHS may terminate this Agreement, at any time during the term thereof, if the Municipality contracts with another independent contractor, in addition to BCDHS, to provide any of the services as described in this Agreement. The Municipality cannot selectively remove services and claim a deduction for training with another independent contractor.

- IV. **NEW JERSEY LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of New Jersey.

- V. BINDING ON SUCCESSORS AND ASSIGNS.** Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors, and assigns.
- VI. MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Municipality and the BCDHS.
- VII. ENTIRE AGREEMENT.** This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.
- VIII. NO WAIVER.** No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision, or condition by either party, or justify or authorize the non-observance of any other occasion of the same or any other term, provision, or condition of this Agreement by either party.
- IX. PARTIAL INVALIDITY.** If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unforeseeable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unforeseeable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the BCDHS to the Municipality.
- X. CAPTIONS.** The captions and paragraph headings contained in this Agreement are solely for the purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.
- XI. NO ASSIGNMENT.** This Agreement shall not be assigned by the BCDHS without the specific written consent of the Municipality.
- XII. INSURANCE.** Except where elsewhere provided within, BCDHS shall provide upon request, at its own cost and expense, proof of the following insurance to the Municipality:

- A. Workers' Compensation: Statutory - in compliance with the Compensation Law of the State of New Jersey;
- B. General Liability: Minimum limit of liability of \$1 Million Per Occurrence/\$2 Million Aggregate for Bodily Injury/Property Damage;
- C. Automobile Liability: Minimum Combined Single Limit (CSL) for Bodily Injury/Property Damage of \$1,000,000. Insurance coverage for owned, hired, and non-owned automobiles; and
- D. Errors and Omissions: Minimum limit of liability of \$1,000,000 per claim.

Failure by the BCDHS to supply such written evidence shall result in default; the Municipality will acknowledge and accept The County of Bergen Workers Compensation Self-Insurance Claim Trust Fund and The County of Bergen Liability Self-Insurance Claim Trust Fund as the respective guarantors of these insurance obligations.

BCDHS shall not take any action to cancel or materially change any of the above insurance required under this Agreement without Municipality approval. Maintenance of insurance under this session shall not relieve BCDHS or any liability greater than the insurance coverage.

**XIII. INDEPENDENT CONTRACTOR STATUS.** The BCDHS at all times shall be an independent contractor, and employees of BCDHS shall in no event be considered employees of the Municipality. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance hereunder.

**XIV. INDEMNIFICATION AND HOLD HARMLESS.** BCDHS shall indemnify and hold harmless the Municipality from any and all claims, suits, demands, damages, charges, liabilities, losses, cost, and expenses arising out of the activities of the BCDHS, its employees and agents in connection with all activities undertaken by the BCDHS, pursuant to this Agreement. It is the intention of the parties that any claim for relief or any type being asserted against the Municipality, based upon any act or omission of the BCDHS, its affiliates and successors, shall not be the responsibility of the Municipality, and the BCDHS shall hold the Municipality harmless from same;

The Municipality shall indemnify and hold harmless the BCDHS from any and all claims, suits, damages, charges, liabilities, losses, costs, and expenses arising out of the activities of the Municipality, its employees, and agents, in connection with all activities undertaken by the Municipality pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the BCDHS based upon any act or mission of the Municipality, shall not be the

responsibility of the BCDHS, and the Municipality shall hold the BCDHS harmless from same;

**XV. OWNERSHIP OF RECORDS.**

- A. All software and hardware supplied by the BCDHS used to manage the Municipality's program are understood as being and shall remain the property of the BCDHS.
- B. All records and data relating to the Municipality shall belong to the Municipality, and a complete and current copy of all such data and records shall be supplied upon the request of the Municipality.
- C. All records and data relating to the Municipality shall be surrendered to the Municipality upon expiration of the term covered by this Agreement or other termination of this Agreement.
- D. BCDHS will maintain training records for periodic electronic transfer to Municipality. The Municipality will then maintain the electronically transferred training records for three (3) years from the training day as stated in the NJ PEOSH (Public Employees Occupational Safety and Health) Bloodborne Pathogens Standard, 29 CFR 1910.1030 (all further reference to this law will be referred to as the NJ PEOSH Standard).
- E. Information released to the BCDHS by the Municipality for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

**XVI. NOTICE.** Notice under this Agreement shall be sent to:

**Bergen County Department of Health Services  
One Bergen County Plaza, 4th Floor  
Hackensack, NJ 07601  
Attention: Hansel Asmar, Director/Health Officer**

*And*

**Borough of Closter  
295 Closter Dock Road  
Closter, NJ 07624-2645  
Attention: Administrator**

**XVII. BLOODBORNE PATHOGENS TRAINING SERVICES.**

A. The BCDHS agrees to provide the following bloodborne pathogens training services:

1. Identify and provide a Bloodborne Pathogens Compliance Coordinator to support the Municipality for program training management.
2. Provide annual bloodborne pathogens training access to all at-risk employees. Supplemental classroom instruction at One Bergen County Plaza, Hackensack, NJ will resume when it has been determined that the COVID-19 pandemic no longer poses a concern to indoor group settings.
3. Assure the online training course and supplemental in-person trainings are in compliance with current standards, objectives, and regulations as per the NJ PEOSH Standard.
4. Provide electronic record keeping for the Municipality and periodically forward updated rosters to the Municipality's Bloodborne Pathogens Compliance Officer. This electronic record will list trained employees and those in need of training.

B. The Municipality agrees to comply with the following:

1. Identify a Compliance Officer to serve as the designated primary bloodborne pathogens training contact for the BCDHS to review and become familiar with the applicable components of the Bloodborne Pathogens Program.
2. Ensure that a copy of the Bloodborne Pathogens Exposure Control Plan is accessible for all employees.
3. Ensure that employees at-risk for occupational exposure to bloodborne pathogens are identified and notify BCDHS of those employees that are in need of training.
4. Provide BCDHS written notice upon the termination of previously trained employees within thirty (30) days.
5. Provide BCDHS written notice within thirty (30) days of employees that have been re-assigned to job classifications that do not have risks of



occupational exposure to bloodborne pathogens; thereby omitting the need for future training.

6. Maintain the electronic records provided by BCDHS for Bloodborne Pathogens training in accordance with the NJ PEOSH Standard.

**XVIII. BLOODBORNE PATHOGENS ADMINISTRATIVE SERVICES  
(ELECTIVE)**

A. The BCDHS shall provide the following bloodborne pathogens administrative services:

1. Assist in the development and review of the Bloodborne Pathogens Program.
2. Facilitate Exposure Control Plan (ECP).
  - Development
  - Update
  - Consultation
3. Assist in the determination of at-risk job classifications with bloodborne pathogens exposures.
4. Provide the resources necessary to obtain the appropriate safety equipment to reduce the risk of exposure to affected employees.
5. Provide post exposure support, guidance, and counseling.
6. Monitoring and follow-up for NJ PEOSH Compliance.
7. Conduct site visits upon request by Municipality to assure compliance with the NJ PEOSH Standard.
8. Act as a resource to the Bloodborne Pathogens Program.

B. The Municipality agrees to comply with the following:

1. Identify a Compliance Officer to serve as the designated primary bloodborne pathogens contact for the BCDHS.
2. Ensure that a copy of the Bloodborne Pathogens Exposure Control Plan (ECP) is accessible for all employees.

3. Ensure that employees that are at-risk for occupational exposure to bloodborne pathogens are identified and managed in accordance with the NJ PEOSH Bloodborne Pathogens Standard.
4. Advocate Hepatitis B vaccination series for at-risk employees and maintain medical records in accordance with the NJ PEOSH Standard.
5. Maintain records for all employees that have waived their right to receive the Hepatitis B vaccine series.
6. Maintain records of exposure as required by the NJ PEOSH Standard.
7. The Municipality is responsible for the annual review and update of the Bloodborne Pathogens Standard Exposure Control Plan in order to evaluate its effectiveness.

**XIX. COMPENSATION. (Two Elements)**

**A. TRAINING SERVICES**

The Municipality shall pay \$15.00 per each trained employee for these above-mentioned bloodborne pathogens training services.

**B. ADMINISTRATIVE SERVICES**

The Municipality shall pay \$10.00 per each trained employee for these above-mentioned bloodborne pathogens administrative services.

The BCDHS shall invoice the Municipality for trainings and administrative services according to the following schedule:

1. Bloodborne Pathogens training and/or administrative services rendered **January 1, 2024 to May 31, 2024, will be invoiced in June, 2024 with a payment due by July, 2024.**
2. Bloodborne Pathogens training and/or administrative services rendered **June 1, 2024 to October 31, 2024 will be invoiced in November, 2024 with payment due by December, 2024.**
3. Bloodborne Pathogens training and/or administrative services rendered **November 1, 2024 to December 31, 2024, will be invoiced in January, 2025 with a payment due by February, 2025.**
4. Bloodborne Pathogens training and/or administrative services rendered **January 1, 2025 to May 31, 2025, will be invoiced in June, 2025 with a payment due by July, 2025.**

5. Bloodborne Pathogens training and/or administrative services rendered **June 1, 2025 to October 31, 2025 will be invoiced in November, 2025 with payment due by December, 2025.**
6. Bloodborne Pathogens training and/or administrative services rendered **November 1, 2025 to December 31, 2025 will be invoiced in January, 2026 with a payment due by February 2026.**

Furthermore, this payment schedule is subject to any rules and regulations promulgated by the Department of Insurance and the Department of Community Affairs.

- XX. BCDHS REPRESENTATIVE.** BCDHS's representative is Hansel F. Asmar, Director/Health Officer. The BCDHS shall not permanently change its designated representative without written notification of the Municipality.

**[Signature Page to Follow]**

IN THE WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested pursuant to duly adopted resolutions of their governing bodies, passed for that purpose.

**PLEASE PLACE MUNICIPALITY SEAL OVER SIGNATURE:**

- We agree to contract for **BBP Training Only**. \$15.00/pp
- We agree to contract for **BBP Administrative Elective Only**. \$10.00/pp  
[BBP 'at-risk' employees only, billed per fiscal year]
- We agree to contract for **BBP Training and the BBP Administrative Elective**. \$25.00/pp

**BOROUGH OF CLOSTER**

SIGNATURES BELOW:

**ATTESTING SIGNATURE:**

By: Stephanie Evans  
Print: Stephanie Evans  
Title: Clerk  
Date: 12-13-23

**AUTHORIZED SIGNATURE:**

By: John Glidden  
Print: John Glidden  
Title: Mayer  
Date: 12-13-23

**COUNTY OF BERGEN**

SIGNATURES BELOW:

**ATTESTING SIGNATURE:**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**AUTHORIZED SIGNATURE:**

By: \_\_\_\_\_  
**James J. Tedesco, III**  
**County Executive**  
Or: \_\_\_\_\_  
**Thomas J. Duch, Esq.**  
**County Administrator / County Counsel**  
Date: \_\_\_\_\_

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**BOROUGH OF CLOSTER**  
**RESOLUTION NUMBER 23-265**

**RESOLUTION REQUESTING APPROVAL OF ITEM OF REVENUE AND**  
**APPROPRIATION UNDER N.J.S.A. 40A: 4-87 FOR**  
**"U-Text-U-Drive Grant"**

**WHEREAS, N.J.S.A. 40A: 4-87** provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of adoption of the budget, and

**WHEREAS,** said Director may also approve the insertion of an item of appropriation for an equal amount.

**NOW, THEREFORE, BE IT RESOLVED,** that the Borough of Closter hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year **2023** in the sum of **7,000.00** which item is now available as revenue from the **U-Text-U-Drive Grant**.

**BE IT FURTHER RESOLVED** that the total sum thereof of **\$7,000.00** is and the same is hereby appropriated under the caption of:

**Chapter 159 - U-Text-U-Drive Grant**

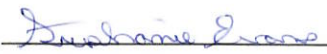
**BE IT FURTHER RESOLVED,** that the Assistant Chief Financial Officer will electronically submit this certified resolution along with the form to the Division of Local Government Services as per LFN 2014-11.

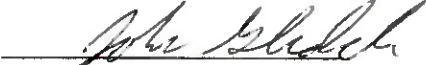
<b>Councilperson</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>
Councilwoman Amitai			X			
Councilwoman Chung			X			
Councilman Devlin			X			
Councilwoman Latner	X		X			
Councilwoman Witko		X	X			
Councilman Yammarino			X			

Adopted: December 13, 2023

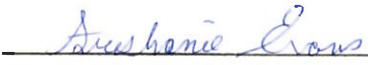
ATTEST:

APPROVED:

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held December 13, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-266**

**RESOLUTION RENEWING CONTRACT WITH I.W.S. TRANSFER SYSTEMS OF NJ, INC., DATED JANUARY 1, 2020, FOR ONE (1) YEAR TO DECEMBER 31, 2024 FOR SOLID WASTE TRANSFER STATION SERVICES**

WHEREAS, the Borough entered into a Contract with I.W.S. Transfer Systems of NJ, Inc. for solid waste transfer station services including the transfer, transportation, and delivery and payment for disposal of solid waste for the Borough of Closter dated January 1, 2020 (“Contract”); and

WHEREAS, the Initial Term of the Contract expires on December 31, 2022; and

WHEREAS, Paragraph 1B of the Contract grants the Borough the unilateral right to renew the Contract for two (2) additional 1-year periods on terms and conditions stated in the Contract; and

WHEREAS, the Borough of Closter renewed the contract in 2023; and

WHEREAS, the Borough Administrator recommends that the Contract be renewed for a one (1) year term; and,

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

1. The Contract by and between the Borough and I.W.S. Transfer Systems of NJ, Inc. dated January 1, 2020, shall be renewed for a period of one (1) year to December 31, 2024 (“Renewal Term”). The rent to be paid by the Borough during the Renewal Term shall be the same price as stated in Paragraph 1A of the Contract, plus CPI adjustment, for a total price of \$87.88 per ton during the Renewal Term.
2. The Borough Attorney is hereby authorized to prepare a contract and/or other documents pursuant to Borough’s renewal of the Contract.
3. The Mayor and Borough Clerk are hereby authorized to execute contracts and/or documents to effectuate the renewal of the Contract.

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

Dated: December 13, 2023

**ATTEST:**

Stephanie Evans  
Stephanie Evans, Borough Clerk

**APPROVED BY:**

John C. Glidden  
John C. Glidden, Mayor

Certified to be a true copy of Resolution adopted at the Regular Meeting by the Mayor and Council of Borough of Closter on December 13, 2023.

Stephanie Evans  
Stephanie Evans, Borough Clerk

**AGREEMENT FOR RENEWAL OF CONTRACT**

**THIS AGREEMENT FOR RENEWAL OF CONTRACT** (“Agreement”) is made the 14th day of December, 2023 by and between:

**BOROUGH OF CLOSTER (hereinafter “Borough”)  
a Municipal Corporation  
of the State of New Jersey  
Located at 295 Closter Dock Road  
Closter, New Jersey 07624**

**-and-**

**I.W.S. TRANSFER SYSTEMS OF NJ, INC. (hereinafter ‘Contractor’)  
With its principal office located at  
300 Frank W. Burr Blvd., Suite 39  
Teaneck, New Jersey 07666**

**WITNESSETH:**

**WHEREAS**, the Borough entered into a Contract with I.W.S. Transfer Systems of NJ, Inc. for solid waste transfer station services including the transfer, transportation, and delivery and payment for disposal of solid waste for the Borough of Closter dated January 1, 2020 (“Contract”); and

**WHEREAS**, the Initial Term of the Contract expires on December 31, 2022; and

**WHEREAS**, Paragraph 1B of the Contract grants the Borough the unilateral right to renew for two (2) additional 1-year periods on terms and conditions stated in the Contract.

**WHEREAS**, the Borough of Closter had renewed the option for 2023; and

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and pursuant to Contract dated January 1, 2020, by and between the parties hereto, and the parties intending to be legally bound thereby, the Borough and Contractor agree as follows:

1. The terms of the Preamble are incorporated herein by reference as if set forth at length.
2. The Contract by and between the Borough and I.W.S. Transfer Systems of NJ, Inc. dated January 1, 2020, shall be renewed for a another period of one (1) year to December 31, 2024 (“Renewal Term”). The rent to be paid by the Borough during the Renewal Term shall be the same price as stated in Paragraph 1A of the Contract, plus CPI adjustment, for a total price of \$ \_\_\_\_\_ per ton during the Renewal Term.



3. Contractor renews and restates all representations stated in Paragraph 2 of the Contract to be true, complete, and correct, as of the date of this Agreement.

4. Except otherwise specifically stated herein, all other terms and conditions of the Contract shall remain in full force and effect. In the event of any conflict or contradiction with the Contract or this Agreement, the terms of the Agreement will govern.

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

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement for Renewal of Contract as of the date set forth above.

WITNESS/ATTEST:

BOROUGH OF CLOSTER

*Stephanie Evans*  
Stephanie Evans, Borough Clerk

*John C. Glidden*  
By: John C. Glidden, Mayor

WITNESS/ATTEST:

I.W.S. TRANSFER SYSTEMS OF NJ, INC.

\_\_\_\_\_

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

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-267**

**TEMPORARY SHARED SERVICE AGREEMENT FOR REMOVAL OF A TREE**  
**LOCATED AT 566 HIGH STREET, CLOSTER, NEW JERSEY; A BERGEN COUNTY**  
**ROAD**

**THIS AGREEMENT**, entered into on the 13<sup>th</sup> day of December, 2023, by and between:

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, located at One Bergen County Plaza, Hackensack, New Jersey 07601, hereinafter referred to as the "County"; and the Borough of Closter, a body politic and corporate of the State of New Jersey, located 295 Closter Dock Road, Closter, New Jersey 07624; and

**WHEREAS**, while it is not the responsibility of the County to remove dead or dying trees within the Municipalities of Bergen County, as part of the County's concept of providing shared services to local municipalities, the County of Bergen cooperates with local municipalities in removing dead or dying trees located within the public right of way along County roadways; and

**WHEREAS**, in order to aid Bergen County Municipalities in the removal of dead or dying non-County trees, municipalities may send a written request under the Counties tree program. As a courtesy, the County will determine if the requested tree falls within its removal criteria; and

**WHEREAS**, the County has received a request from the Municipality to lend assistance in the removal of a tree located at 566 High Street, Closter, NJ and the County has evaluated the area and determined that the County has the resources to assist; and

**WHEREAS**, the Municipality shall provide uniformed police officers, and be solely responsible for the cost thereof, if needed for the safety of the personnel for the tree removal; and

**WHEREAS**, the County requires that this Agreement be entered into by the County and the Municipality in order to perform the Work.

**NOW THEREFORE**, in consideration of the foregoing and in accordance with the terms and conditions set forth hereinafter, the parties hereto hereby agree to be legally bound as follows:

1. The Work to be performed by the County shall be strictly limited to the removal of a dead or dying tree within the public right of way abutting a County Road.
2. This Agreement shall be deemed to be effective from the date hereof.
3. Insurance.

(a) During the performance of the Work, the Municipality shall, at its sole cost and expense, obtain and maintain throughout the course of the performance of the Work the following minimum coverages of insurance:

1. Workers' Compensation (statutory) and Employer's Liability (\$1,000,000),
2. Commercial General Liability insurance with limits of at least \$1,000,000 Per Occurrence/\$2,000,000 Aggregate for bodily or personal injury (including death) and property damage and shall include contractual liability coverage with limits not less than those set forth above,
4. Commercial Automotive Liability - \$1,000,000 Combined Single Limit.

(b) Prior to the performance of any Work, the Municipality shall provide the County with a Certificate of Insurance on Acord Form 25 or its equivalent ("Certificate"). The Certificate shall set forth evidence that the coverages required in this Agreement are in full force and effect. The

Municipality shall furnish to the County copies of any endorsements that are subsequently issued amending limits of coverage or providing coverage for the County or any additional insured as required by this Agreement. The Certificate of Insurance shall name the County of Bergen as Certificate Holder and Additional Insured under the Commercial General Liability and Commercial Auto Liability policies. The Certificate shall provide for at least thirty (30) days prior written notice to the County of the cancellation or material modification of any policy of insurance maintained pursuant to this Agreement. All such coverages are to be provided on a "primary" basis regardless of any other insurance the County may have or may elect to purchase and maintain.

5. The Municipality, to the fullest extent permitted by law shall indemnify, defend, and hold harmless the County of Bergen and all of their parents, subsidiaries, siblings, directors, officers, shareholders, partners (general and limited), members, managers, agents, legal representatives and other affiliated entities from and against all costs of investigation, claims, damages, demands, liens, claims of lien, losses, actions or liability of any kind which may be asserted against them or suffered by them, including, without limitation, reasonable attorneys' fees, statutory or administrative fines or penalties, and litigation costs ("Claims") to the extent such arise out of or are in connection with, directly or indirectly, this Agreement or the performance of the Work alienated herein, whether or not negligence on the part of the County of Bergen, and any of its employees, officials, agents, volunteers or representatives contributed thereto.

6 Any notice required to be given under this Agreement shall be made in writing via certified mail, return receipt requested, or by nationally recognized overnight mail service to the following persons:

If to the County: John E. Ten Hoeve, Jr., Deputy County Counsel

Office of the County Counsel  
One Bergen County Plaza, Room 580  
Hackensack, NJ 07601

If to the Municipality: Borough of Closter, 295 Closter Dock Road, Closter, NJ 07624 Attn: Borough Administrator

Any person to whom notice must be given may be changed by notice by one party to the other party given, as set forth above.

7. This Agreement constitutes the entire Agreement between the parties and may not be modified or amended, except in writing and signed by both parties.

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

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed and attested by their proper corporate officers, and their corporate seals to be hereto affixed, the day and year first above written.

Attest: COUNTY OF BERGEN

By: \_\_\_\_\_  
James J. Tedesco III, County Executive or  
Thomas J. Duch, County Counsel/ County Administrator

Attest: (MUNICIPALITY)

CLOSTER By: *[Signature]*  
*[Signature]*

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

Adopted December 13, 2023


ATTEST:

  
Stephanie Evans, Borough Clerk

APPROVED BY :

  
John C. Glidden, Mayor

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter on December 13, 2023

  
Stephanie Evans, Borough Clerk

JW:lw

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**BOROUGH OF CLOSTER**  
**RESOLUTION #23 -268**

**RESOLUTION AUTHORIZING BOSWELL ENGINEERING TO PROVIDE  
ENGINEERING SERVICES FOR THE IMPROVEMENT OF FACILITIES AT  
RUCKMAN PARK**

**WHEREAS**, the Borough of Closter, by resolution dated January 2, 2023 entered into an annual contract with Boswell Engineering for the provision of professional engineering services; and

**WHEREAS**, Boswell Engineering, in a proposal dated November 9, 2023 (attached as Exhibit A), has outlined the professional engineering services required for the project known as Improvement of Facilities at Ruckman Park; and

**WHEREAS**, it is deemed to be in the best interests of the Borough for the Mayor and Council to authorize the proposed engineering services as outlined in the November 9, 2023 Boswell Engineering proposal for an amount not to exceed **\$39,500.00** and

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

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

**WHEREAS**, that the award of the contract continuation shall be in accordance with and subject to compliance with the Affirmative Action Regulations of the State of New Jersey, N.J.A.C. 17:27-1.1, et seq., and the requirements of Public Laws 1975 Chapter 127, N.J.S.A. 10:5-31 to 38 and N.J.S.A. 19:44A-20.1, et seq.,

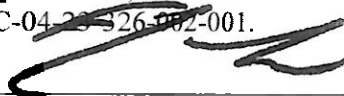
**NOW, THEREFORE, BE IT RESOLVED** that the Borough Clerk shall provide a copy of this Resolution and Exhibit A to the Borough Administrator and to the Assistant CFO.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Mayor and Council that it does hereby approve the continuation of the contract with Boswell Engineering to provide engineering services for Improvement of Facilities at Ruckman Park.

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I, Frank Elenio, Certified Financial Officer of the Borough of Closter, hereby certify, pursuant to N.J.S.A. 40A:9-140.1, et seq. and N.J.A.C. 5:30-5.4, the funds are available to the Borough of Closter for calendar year 2023 in account. C-04-23-326-002-001.


Dated: December 13, 2023

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


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

Adopted: December 13, 2023


ATTEST:

  
Stephanie Evans, Borough Clerk

APPROVED:

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of  
Closter at the Regular Meeting held December 13, 2023

  
Stephanie Evans, Borough Clerk



## EXHIBIT A

### Boswell Engineering Proposal Dated November 9, 2023 Improvement of Facilities at Ruckman Park

**BOSWELL ENGINEERING**

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS

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

November 9, 2023

The Honorable Mayor and Council  
Borough of Closter  
295 Closter Dock Road  
Closter, NJ 07624

Attention: Mr. James Winters, Administrator

Re: Pickleball Improvements at Ruckman Park  
Borough of Closter  
Bergen County, New Jersey  
Our File No. PR-23-12167 (CL-1491)

Dear Mayor Glidden and Members of the Council:

This letter shall serve as our proposal for the preparation of construction plans, specifications, engineering estimates and providing survey and construction inspection services for the work associated with renovating Ruckman Park's roller hockey rink for pickleball. Pursuant to the Borough of Closter's (Borough's) request, Boswell Engineering (Boswell) is providing the following proposal to outline our understanding of the scope of work and associated fee for professional services in connection with the above referenced project.

#### ***Scope of Work***

Ruckman Park is located at the intersection of Ruckman Road and Piermont Road. This multi-use recreational field includes a baseball/softball field, concession building, playground area, tennis courts, bocce courts and an outdated roller hockey rink. The Borough is desirous of removing the roller hockey rink and constructing in its place pickleball court facilities.

The existing roller hockey dasher board system was previously removed by the Borough, however, the numerous dasher board footings at the perimeter of the rink still remain and will be removed as part of the pickle ball court construction. The existing rink dimensions were approximately 160 Feet in length by 70 Feet in width. Four (4) existing basketball hoops also currently at the perimeter of the rink. The scope includes full depth reconstruction of the pavement surface, removal of the existing hockey board foundations and removal of the basketball hoop assemblies. The new facility will allow for the installation of three (3) regulation size pickleball courts; the courts shall have permanent net setups and be entirely fenced-in. The final pavement surface shall be coated with a colored acrylic finish. Areas within the footprint of the hockey rink that will not be converted to pickleball shall be restored with grass/mulch as dictated by the Borough.

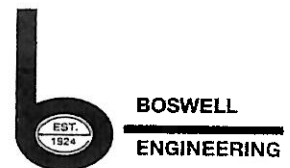
The design of additional amenities outside of the confines of the proposed pickleball courts are not included in this project's scope. It is anticipated that the proposed improvements as described herein will have an estimated construction cost of roughly \$250,000. To achieve the economies of scale (higher bid quantities, lower unit price bids), we would recommend this project be bid as part of the 2024 road program. This strategy has been successfully utilized by the Borough previously given the similar nature of work (paving) contained in the two (2) projects.

### *Scope of Services*

1. Perform a topographic survey of the proposed project site, inclusive of the existing hockey rink area and any other immediate surrounding features that are needed for the purposes of preparing a base map for the design of the proposed improvements. The base map will be used in the development of project drawings and bid documents.
2. Prepare the requisite construction plans, specifications, and Engineer's Estimate in accordance with Borough requirements.
3. Prepare necessary plans, details, and application as required to obtain certification by the Bergen County Soil Conservation District (BCSCD).
4. Finalize bid documents and publicly advertise the project within the designated media selected by the Borough.
5. Review contractor bids and make a recommendation of award to the Borough.
6. Coordinate and attend a pre-construction meeting with the contractor, Borough officials, utility companies and other parties affected by construction activities.
7. Review and approve shop drawings, as needed, for construction of the design elements.
8. Provide part-time inspection services during the construction phase.
9. Provide construction administration support during the length of construction.
10. Review contractor invoices and prepare the necessary estimate certificates for Borough approval.
11. A final inspection will be made when construction has been substantially completed.
12. Prepare the final payment voucher and change order for submission to the Borough.

### *Fee Proposal*

Boswell will perform the services outlined in the proposal for an estimated fee not to exceed **\$19,500.00** for the survey and design phase and **\$20,000.00** for the construction inspection phase. The fee breakdown is only an estimate and will be adjusted to reflect the actual effort for each phase. The total fee, however, will not exceed **\$39,500.00**.



***Items Not Included in the Engineering Fee***

The following items are not anticipated and therefore excluded from this proposal:

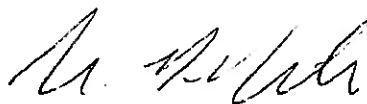
1. Boundary survey.
2. Construction Stakeout.
3. Retaining Wall Design.
4. Environmental Permitting.
5. BCSCD Fees (to be paid by Borough).
6. Off-site improvement plans.
7. Hazardous waste/environmental investigations.
8. Materials and Soil Testing.

Additional work above and beyond what is outlined in the proposal will be performed as authorized by the Borough. If extra work is required, Boswell will invoice the Borough based on our standard hourly rates in effect at the time the work is performed.

Thank you for the opportunity to submit this proposal. We look forward to providing the Borough of Closter with our engineering services and to the successful completion of this project. If you should have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

BOSWELL ENGINEERING

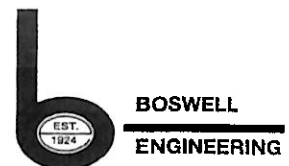


Nick DeNicola, P.E.  
Borough Engineer

REG/ND

cc: Stephanie Evans, Deputy Borough Clerk  
Mayor John Glidden

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**BOROUGH OF CLOSTER**  
**RESOLUTION #23-269**

**RESOLUTION APPROVING REFUND OF TREE BONDS**

**WHEREAS**, all applicable Borough professionals have finalized inspections on improvements made and approve the release of bond and/or escrow funds to the depositors of monies as indicated in the attached spreadsheet listing of accounts.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Closter that the Finance Clerk is and hereby authorized to release the bond and escrow monies to the depositors as indicated in the attached spreadsheet listing of accounts.


This Resolution is for the purpose of release of Tree Bonds.


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

Adopted: December 13<sup>th</sup>, 2023


ATTEST:

APPROVED:

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held on December 13<sup>th</sup>, 2023

  
Stephanie Evans, Borough Clerk

<u>DEPOSITOR</u>	<u>PROPERTY ADDRESS</u>	<u>ESCROW</u>	<u>BOND</u>	<u>ACCOUNT #</u>	<u>AMOUNT \$</u>
500 Piermont Road, LLC	500 Piermont Road		T	2010057329	\$2,600.00
Eleven 21 Properties LLC	21 Pill Hill Road		T	2010057244	\$4,550.00

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-270**

**TRANSFER RESOLUTION NO. 1 AUTHORIZING THE TRANSFER OF 2023 BUDGET APPROPRIATIONS**

WHEREAS, N.J.S.A. 40A:4-58 provides that should it become necessary during the last two months of the fiscal year, the amount to expend for any of the purposes specified in the budget an amount in excess of the respective sums appropriated therefore and there shall be an excess in any appropriations over and above the above the amount deemed to be necessary to fulfill the purpose of such appropriation, the governing body may, by resolution setting forth the facts, **adopted by not less than 2/3 vote of the full membership** thereof, transfer the amount of such excess to those appropriations deemed to be insufficient; no transfers may be made to appropriations for contingent expenses or deferred charges.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Closter that the Assistant Chief Financial Officer be and is hereby authorized to make the following transfers in the 2023 Budget Appropriations:

**ROM ACCOUNT:**

FINANCE - RMA FEES	3-01-20-130-000-195	\$12,459.15
REVENUE - MEETINGS/DUES	3-01-20-145-000-041	\$1,159.41
TELEPHONE EXPENSE	3-01-31-440-000-228	\$2,195.32
ELECTIONS - MISCELLANEOUS	3-01-20-160-000-171	\$2,000.00
REVENUE - PREP TX BILLS	3-01-20-145-000-190	<u>\$1,000.00</u>
		<b><u>\$18,813.88</u></b>

**TO ACCOUNT:**

ASSESSOR SPECIAL APPRAISALS	3-01-20-150-000-180	\$12,459.15
HEALTH - MAINT. OFFICE EQUIP	3-01-27-330-000-166	\$1,159.41
ELECTRICITY EXPENSE	3-01-31-430-000-128	\$2,195.32
COURT - PRINT, POSTAGE, OFF	3-01-43-490-000-189	\$2,000.00
SENIOR VAN	3-01-28-371-000-122	<u>\$1,000.00</u>
		<b><u>\$18,813.88</u></b>


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

Adopted: December 13, 2023


ATTEST:

  
Stephanie Evans, Borough Clerk

APPROVED BY:

  
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 on December 13, 2023.

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**RESOLUTION #23-271**

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

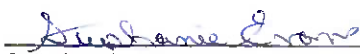
THEREFORE, BE IT RESOLVED, that the Mayor and Council hereby authorize the payment of these claims, and that warrants be drawn therefore when funds are available.

<b>Budgeted</b>	<b>Amount</b>
Bergen County Tax	\$ 0.00
County Open Space Tax	\$ 0.00
Northern Valley High School	\$ 0.00
Closter Board of Education	\$ 0.00
2022 Budget Appropriations	\$ 1588.00
2023 Budget Appropriations – Operating Expenses	\$ 1,171,960.01
Payroll 11/15/2023	\$ 315,184.16
Payroll 11/30/2023	\$ 312,687.81
Current Treasury Account November 10, 2023 to December 13, 2023	<b>\$1,801,419.98</b>

<b>Capital and Trust</b>	<b>Amount</b>
Capital	\$ 109,092.23
Escrow Trust	\$ 62,703.67
Recreation	\$ 42,547.61
Animal	\$ 12.60
Housing Trust	\$ 5,177.75
Food Locker	\$ 500.00

The foregoing resolution was adopted at the Regular meeting of the Mayor and Council of Closter, New Jersey held on December 13, 2023.

**Attest:**

  
 \_\_\_\_\_  
 Stephanie Evans, Borough Clerk

**Approved:**

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



**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		\$	-
Bergen County Open Space		\$	-
2022 Budget Appropriations -	Operating	\$	1,588.00
2023 Budget Appropriations -	Operating	\$	1,171,960.01
	Payroll 11/15/2023	\$	315,184.16
	Payroll 11/30/2023	\$	312,687.81
<b>Total Current Treasury</b>		<b>\$</b>	<b><u>1,801,419.98</u></b>
Capital		\$	109,092.23
Escrow Trust Account		\$	62,703.67
Recreation		\$	42,547.61
Housing Trust		\$	5,177.75
Animal Account		\$	12.60
Open Space		\$	-
Community Development Block Grant		\$	-
Food Locker		\$	500.00



Francis Elenio  
Chief Finance Officer  
Borough of Closter

Dated: 12/13/2023

Range of Checking Accts: 01CURRENT to 15ANIMALCONTROL Range of Check Dates: 11/10/23 to 12/13/23  
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		
19841	11/14/23	PGAUT006 P&G AUTO INC.	871.17	7180
19842	11/15/23	JOHNF010 JOHN FINAN	5,562.62	7183
19843	11/15/23	CABLE017 CABLEVISION LIGHTPATH LLC	930.17	7184
19844	11/15/23	CONST015 CONSTELLATION NEW ENERGY NJ	1,394.58	7184
19845	11/15/23	DELAG000 DE LAGE LANDEN FINANCIAL SVC.	475.00	7184
19846	11/15/23	MAILF005 QUADIENT LEASING USA, INC	436.77	7184
19847	11/15/23	PUBLI000 PUBLIC SERVICE ELECTRIC & GAS	219.15	7184
19848	11/15/23	SPECTR00 SPECTROTEL	386.73	7184
19849	11/15/23	UNITE020 VEOLIA WATER NEW JERSEY	14,658.66	7184
19850	11/15/23	VERIZ005 VERIZON	218.00	7184
19851	11/16/23	AMGRA000 AM GRAPHICS CO., INC.	350.00	7185
19852	11/16/23	EDMUN010 EDMUNDS GOVTECH	5,191.68	7185
19853	11/16/23	ROCKL015 ROCKLAND ELECTRIC COMPANY	18,346.52	7185
19854	11/16/23	VERIZ005 VERIZON	288.00	7185
19855	11/16/23	NRGBU005 NRG BUSINESS MARKETING	218.91	7186
19856	11/16/23	WILLI031 WILLIAM DAHLE III	1,276.03	7186
19857	11/27/23	CHRIS005 CHRISTMAS SPECTACULAR, INC	1,149.50	7189
19858	11/27/23	CLOST070 CLOSTER PUBLIC LIBRARY	71,639.16	7189
19859	11/27/23	DUNKI010 DUNKIN DONUTS	610.50	7189
19860	11/27/23	HORIZ000 HORIZON BCBSNJ	7,876.62	7189
19861	11/27/23	STAND000 STANDARD INSURANCE COMPANY	1,533.51	7189
19862	12/04/23	PUBLI000 PUBLIC SERVICE ELECTRIC & GAS	112.31	7197
19863	12/05/23	INTER065 INTERSTATE WASTE SERVICES OF	22,397.61	7198
19864	12/05/23	POSTM015 POSTMASTER	310.00	7200
19865	12/13/23	11PRI005 11 PRISTINE CORP	128.00	7202
19866	12/13/23	ACETO020 ACE TOOL REPAIR, INC	1,333.00	7202
19867	12/13/23	ACTIO010 ACTION RUBBER & INDUSTRIAL	480.00	7202
19868	12/13/23	AIRGA000 AIRGAS USA, LLC	54.45	7202
19869	12/13/23	ALFON000 ALFONSO DIASPARRA	174.85	7202
19870	12/13/23	ALLAN000 ALLAN BRITWAY	1,149.90	7202
19871	12/13/23	ALLWE005 ALL WET IRRIGATION, LLC	1,778.89	7202
19872	12/13/23	ALPHO000 ALPHONSO H. YOUNG JR.	1,520.65	7202
19873	12/13/23	AMAZ001 AMAZON BUSINESS	1,241.59	7202
19874	12/13/23	AMERI018 AMERICAN PAPER TOWEL CO., LLC	3,108.94	7202
19875	12/13/23	AMGRA000 AM GRAPHICS CO., INC.	310.00	7202
19876	12/13/23	ANDRE010 ANDREW ORLICH	1,122.87	7202
19877	12/13/23	APPR000 APPRAISAL SYSTEMS, INC.	41,000.00	7202
19878	12/13/23	ARCTI005 ARCTIC FALLS SPRING WATER INC.	291.68	7202
19879	12/13/23	BARTL020 THE F A BARTLETT TREE EXPERT C	10,105.00	7202
19880	12/13/23	BATTE005 BATTERY JUNCTION	736.52	7202
19881	12/13/23	BEATT000 BEATTIE PADOVANO, LLC	2,600.00	7202
19882	12/13/23	BERGE000 BERGEN CNTY DEPT OF HEALTH SER	7,928.61	7202
19883	12/13/23	BERGE150 BERGEN BROOKSIDE TOWING CORP	268.00	7202
19884	12/13/23	BEYON014 BEYONtheBASICS FIRE TRAINING	500.00	7202
19885	12/13/23	BONNI000 BONNIE SWITZER	174.85	7202
19886	12/13/23	BOSWE000 BOSWELL ENGINEERING, INC.	4,646.75	7202
19887	12/13/23	CASCA010 CASCADE FIRE EQUIPMENT	347.31	7202
19888	12/13/23	CDW000000 CDW GOVERNMENT	3,227.23	7202
19889	12/13/23	CERTI020 CERTIFIED SPEEDOMETER SERVICE	396.00	7202

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
01CURRENT		CURRENT TREASURY ACCOUNT		Continued
19890	12/13/23	CHAUM005 CHAUMONT MOTORS LLC	1,109.02	7202
19891	12/13/23	CHIEF000 DAVID BERRIAN	418.02	7202
19892	12/13/23	CHRIS033 CHRISTOPHER DIPPOLITO	2,624.31	7202
19893	12/13/23	CLOST015 CLOSTER COACHES ASSOCIATION	407.56	7202
19894	12/13/23	CONTI022 CONTINENTAL FIRE & SAFETY	807.00	7202
19895	12/13/23	CUSTO001 CUSTOM BANDAG INC	8,535.90	7202
19896	12/13/23	DAVID050 DAVID HOLLENDER	545.43	7202
19897	12/13/23	DELAC001 IDENTIFICATION SIGNS LLC	975.00	7202
19898	12/13/23	DENNI005 DENNIS KAINE	2,303.10	7202
19899	12/13/23	DEUNI000 D & E UNIFORMS LLC	503.00	7202
19900	12/13/23	DONAL010 DONALD NICOLETTI	2,624.31	7202
19901	12/13/23	DONDE000 DONN DEEGAN	1,520.65	7202
19902	12/13/23	DONOV000 DONOVAN BLADES	381.29	7202
19903	12/13/23	DOROT000 DOROTHY WOODS	157.55	7202
19904	12/13/23	DOROT001 DOROTHY WOODS	3,340.00	7202
19905	12/13/23	DTRAU000 DTR AUTOMOTIVE SERVICE	250.00	7202
19906	12/13/23	DYKES000 DYKES LUMBER COMPANY, INC	501.38	7202
19907	12/13/23	EASTC000 EAST COAST EMERGENCY LIGHTING	1,914.00	7202
19908	12/13/23	ELKRI005 ELK RIVER SYSTEMS, INC.	202.92	7202
19909	12/13/23	ERIKL005 ERIK LENANDER	500.00	7202
19910	12/13/23	FIRES000 FIRE & SAFETY SERVICES, LTD.	3,334.79	7202
19911	12/13/23	FREMG000 FREMGEN'S POWER EQUIPMENT, INC	4,516.95	7202
19912	12/13/23	GABRI006 GABRIELLI KENWORTH OF NORTHERN	1,043.95	7202
19913	12/13/23	GAMET010 GAMETIME UNIVERSITY LLC	2,000.00	7202
19914	12/13/23	GOOSE011 GOOSETOWN ENTERPRISES, INC	5,638.43	7202
19915	12/13/23	GRAIN000 GRAINGER	3,083.19	7202
19916	12/13/23	GREAT015 GREATAMERICA FINANCIAL SVCES.	185.25	7202
19917	12/13/23	GTLIN000 GTL, INC., T/A	2,540.95	7202
19918	12/13/23	HACKE000 HACKENSACK AUTO SPRING	1,748.00	7202
19919	12/13/23	HOMET000 HOMETOWN HARDWARE INC.	812.35	7202
19920	12/13/23	HUDSO010 HUDSON COUNTY MOTORS, INC.	702.63	7202
19921	12/13/23	HUNTE003 HUNTER TECHNOLOGIES	1,046.86	7202
19922	12/13/23	HUNTI000 HUNTINGTON BAILEY, L.L.P.	25,500.00	7202
19923	12/13/23	INTER010 INTERBOROUGH RADIO	84,072.75	7202
19924	12/13/23	INTER060 INTERSTATE 9W AUTO BODY	247.72	7202
19925	12/13/23	JAMES000 JAMES B. WINTERS	2,703.01	7202
19926	12/13/23	JAMES035 JAMES GORDON	279.62	7202
19927	12/13/23	JAMES080 JAMES G. GABETTIE	174.85	7202
19928	12/13/23	JBLOC000 J & B LOCK & ALARM, INC.	2,500.00	7202
19929	12/13/23	JEROM000 JEROME IKALOWYCH	1,551.82	7202
19930	12/13/23	JESCO000 JESCO INC.	4,756.20	7202
19931	12/13/23	JETVA005 JET VAC EQUIPMENT, LLC	415.93	7202
19932	12/13/23	JOHNG015 JOHN GLIDDEN	1,224.73	7202
19933	12/13/23	JOSEP020 JOSEPH CORVELLI	518.85	7202
19934	12/13/23	KENVI005 KENVIL POWER EQUIPMENT, INC.	1,297.71	7202
19935	12/13/23	KEVIN000 KEVIN M. DOERR	1,520.65	7202
19936	12/13/23	L3COM000 SF MOBILE-VISION INC.	4,490.00	7202
19937	12/13/23	LACAL005 LACAL EQUIPMENT, INC.	2,696.53	7202
19938	12/13/23	LANGU000 LANGUAGE LINE SERVICES, INC.	119.35	7202
19939	12/13/23	LAWOF010 LAW OFFICES OF	300.00	7202
19940	12/13/23	LERCH000 LERCH, VINCI & BLISS, LLP	352.50	7202
19941	12/13/23	LITON005 LI-TONG CHIANG	174.85	7202

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
1CURRENT		CURRENT TREASURY ACCOUNT		
		Continued		
19942	12/13/23	LORET000 LORETTA CASTANO	174.85	7202
19943	12/13/23	LOWES000 LOWE'S	523.95	7202
19944	12/13/23	LUBEN005 LUBENET, LLC	1,316.00	7202
19945	12/13/23	LUIR005 LUIS RUIZ	2,624.31	7202
19946	12/13/23	MATTH005 MATTHEW THORNHILL	1,062.06	7202
19947	12/13/23	MELFY012 MELFY URENA	575.00	7202
19948	12/13/23	MICHA026 MICHAEL DILUZIO	174.85	7202
19949	12/13/23	MOMAR005 MOMAR INCORPARATED	1,283.97	7202
19950	12/13/23	MUNIC020 MUNICIPAL RECORD SERVICE	476.00	7202
19951	12/13/23	NATIM000 NATIONAL MAINTENANCE SERVICE	1,650.00	7202
19952	12/13/23	NICHO005 NICHOLAS FOLKER	821.50	7202
19953	12/13/23	NJDCA000 NJDCA	3,850.00	7202
19954	12/13/23	NJLEA000 NJ LEAGUE OF MUNICIPALITIES	45.00	7202
19955	12/13/23	NORTH010 NORTH JERSEY MEDIA GROUP	366.64	7202
19956	12/13/23	NORTH025 NORTH EAST FIRE & SAFETY EQUIP	150.00	7202
19957	12/13/23	NRGBU005 NRG BUSINESS MARKETING	1,051.20	7202
19958	12/13/23	PALIS001 PALISADES SALES CORPORATION	1,140.00	7202
19959	12/13/23	PARTS003 PARTS AUTHORITY, INC.	1,636.16	7202
19960	12/13/23	PESH-000 PESH-E-LECTRIC, INC.	2,585.00	7202
19961	12/13/23	PGAUT006 P&G AUTO INC.	1,554.41	7202
19962	12/13/23	QUALI005 QUALITY COOLING CORP	8,390.00	7202
19963	12/13/23	RACHL000 RACHLES/MICHELE'S OIL CO., INC	20,513.96	7202
19964	12/13/23	REDIP020 REDI PRINT CORP	75.00	7202
19965	12/13/23	RICHA040 RICHARD D'AMICO	545.43	7202
19966	12/13/23	ROCKL015 ROCKLAND ELECTRIC COMPANY	5,175.56	7202
19967	12/13/23	RONAL010 RONALD GAFFNEY	121.01	7202
19968	12/13/23	RUGGE000 SMITTY'S PRODUCTIONS INC	2,058.70	7202
19969	12/13/23	SCHUY005 SCHUYLKILL VALLEY SPORTS, INC	3,201.60	7202
19970	12/13/23	SCHUY010 Schuykill Valley Sports, Inc	1,486.70	7202
19971	12/13/23	SCOTT030 SCOTT GRAPHICS PRINTING CO INC	175.00	7202
19972	12/13/23	SKYLA000 SKYLANDS AREA FIRE EQUIPMENT &	34,216.29	7202
19973	12/13/23	SOMES005 SOME'S UNIFORM INC.	446.00	7202
19974	12/13/23	SPATI005 SPATIAL DATA LOGIC INC.	20,500.00	7202
19975	12/13/23	STEPH035 STEPHANIE EVANS	165.00	7202
19976	12/13/23	STORR000 STORR TRACTOR COMPANY	15,879.02	7202
19977	12/13/23	STROH005 STROHMAN ENTERPRISE INC	1,758.90	7202
19978	12/13/23	SUPER015 SUPERIOR DISTRIBUTORS CO., INC	543.54	7202
19979	12/13/23	SUSTA010 SUSTAINABLE JERSEY, NONPROFIT	140.00	7202
19980	12/13/23	THEST000 NJ ADVANCE MEDIA	60.20	7202
19981	12/13/23	THOMA025 THOMAS MCNAMARA	174.85	7202
19982	12/13/23	THOMA065 THOMAS BRUECK	2,624.31	7202
19983	12/13/23	TILCO000 TILCON NY/CREDIT DEPT	100.85	7202
19984	12/13/23	TIMOTH00 TIMOTHY CONWAY	846.08	7202
19985	12/13/23	TOPB001 TOP BINS ONLY LLC	4,962.34	7202
19986	12/13/23	TRANCO00 SMARTSAFETY SOFTWARE, INC.	678.30	7202
19987	12/13/23	TRI-C005 TRI-COUNTY TERMITE & PEST	50.00	7202
19988	12/13/23	UNITE020 VEOLIA WATER NEW JERSEY	1,200.06	7202
19989	12/13/23	VASSO000 VASSO WASTE SYSTEMS, INC.	399.09	7202
19990	12/13/23	VERAL000 V.E. RALPH & SON, INC.	2,888.33	7202
19991	12/13/23	VERIZ020 VERIZON WIRELESS	1,359.61	7202
19992	12/13/23	VIPVE005 VIP VENTURES NJ LLC	600.00	7202
19993	12/13/23	WBMAS000 W. B. MASON CO., INC.	1,243.19	7202

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
<b>01CURRENT CURRENT TREASURY ACCOUNT Continued</b>					
19994	12/13/23	WESTP000 THOMSON REUTERS - WEST	167.00		7202
19995	12/13/23	WILLI040 WILLIAM HOWARD	972.20		7202
19996	12/13/23	WISS0014 WISS & BOUREGY, PC	405.00		7202
19997	12/13/23	WMCLO000 WILLIAM M CLOUGHLIN	2,303.10		7202
19998	12/13/23	WSDAR010 W S DARLEY & CO	1,790.00		7202
<b>Checking Account Totals</b>					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
		Checks: 158	0	593,526.27	0.00
		Direct Deposit: 0	0	0.00	0.00
		Total: 158	0	593,526.27	0.00
<b>04CAPITAL CAPITAL ACCOUNT</b>					
1497	11/13/23	NJDEP030 NJ DEPT.OF ENVIRONMENTAL PROTE	10,500.00		7178
1498	11/13/23	THEH0008 THE HOME DEPOT PRO	11,422.20		7179
1499	11/27/23	TREAS010 TREASURER STATE OF NEW JERSEY	925.00		7190
1500	12/13/23	APPT005 APPTGY, INC.	14,850.00		7203
1501	12/13/23	BOSWE000 BOSWELL ENGINEERING, INC.	2,230.50		7203
1502	12/13/23	CLIFF000 CLIFFSIDE BODY CORPORATION	30,600.00		7203
1503	12/13/23	DELLI005 DELL MARKETING L.P.	2,435.55		7203
1504	12/13/23	KENST000 KEN'S TREE CARE	3,695.00		7203
1505	12/13/23	KEYTE000 KEY TECH	2,160.00		7203
1506	12/13/23	NATIO045 NATIONAL HIGHWAY PRODUCTS, INC	15,273.98		7203
1507	12/13/23	SENCO012 SENCO METALS LLC	15,000.00		7203
<b>Checking Account Totals</b>					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
		Checks: 11	0	109,092.23	0.00
		Direct Deposit: 0	0	0.00	0.00
		Total: 11	0	109,092.23	0.00
<b>12 COAH ACCOUNT COAH ACCOUNT CITIZENS</b>					
118	12/13/23	BOROP011 BOROUGH OF PARAMUS	2,500.00		7204
119	12/13/23	TMASS005 T&M ASSOCIATES	2,677.75		7204
<b>Checking Account Totals</b>					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
		Checks: 2	0	5,177.75	0.00
		Direct Deposit: 0	0	0.00	0.00
		Total: 2	0	5,177.75	0.00
<b>13 DEV ESCROW 2 ESCROW EDMUNDS CHECKING 2</b>					
3511	12/13/23	BEATT000 BEATTIE PADOVANO, LLC	0.00	12/13/23 VOID	0
3512	12/13/23	BEATT000 BEATTIE PADOVANO, LLC	17,475.00		7205
3513	12/13/23	BOSWE000 BOSWELL ENGINEERING, INC.	5,809.42		7205
3514	12/13/23	CURRE000 CURRENT TREASURY FUND	81.44		7205
3515	12/13/23	DOLAN005 DOLAN & DEAN CONSULTING	1,630.00		7205
3516	12/13/23	DOLOR018 DOLORES WITKO	503.00		7205
3517	12/13/23	KYLEM005 KYLE MCMANUS ASSOCIATES LLC	1,073.10		7205
3518	12/13/23	NAVID005 NAVID & RUGH POURKAY	1,300.00		7205
3519	12/13/23	ROMEL000 ROMEL H. FERMANO	32.76		7205

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
DEV ESCROW 2 ESCROW EDMUNDS CHECKING 2 Continued					
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	8	1	27,904.72	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	8	1	27,904.72	0.00
13TRUST Trust Checking					
424	11/15/23	JOHNF010 JOHN FINAN	32,100.00		7182
425	12/13/23	LERCH000 LERCH, VINCI & BLISS, LLP	1,910.00		7206
426	12/13/23	WMOCO005 ROBERT SONG	788.95		7206
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	3	0	34,798.95	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	3	0	34,798.95	0.00
13TRUST-MANUAL TRUST MANUAL					
311105	11/10/23	BORO0000 BORO OF CLOSTER - PAYROLL ACCT	38,635.08		7175
311284	11/28/23	BORO0000 BORO OF CLOSTER - PAYROLL ACCT	45,816.67		7194
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	2	0	84,451.75	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	2	0	84,451.75	0.00
RECREATION SPECIAL RECREATION ACCOUT					
877	12/13/23	BERGE155 BERGEN SPORTS OFFICIALS LLC	2,315.00		7207
878	12/13/23	CLOST015 CLOSTER COACHES ASSOCIATION	11,694.95		7207
879	12/13/23	GAMET010 GAMETIME UNIVERSITY LLC	12,760.00		7207
880	12/13/23	TOPB001 TOP BINS ONLY LLC	15,777.66		7207
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	4	0	42,547.61	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	4	0	42,547.61	0.00
15ANIMALCONTROL ANIMAL ACCOUNT					
276	12/13/23	NJDEP000 NJ DEPARTMENT OF HEALTH	12.60		7208
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	12.60	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	12.60	0.00
Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	189	1	897,511.88	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	189	1	897,511.88	0.00

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	3-01	593,526.27	0.00	0.00	593,526.27
GENERAL CAPITAL FUND	C-04	109,092.23	0.00	0.00	109,092.23
HOUSING TRUST FUND	T-12	5,177.75	0.00	0.00	5,177.75
OTHER TRUST FUND	T-13	119,250.70	0.00	0.00	119,250.70
RECREATION TRUST	T-14	42,547.61	0.00	0.00	42,547.61
DOG TRUST	T-15	12.60	0.00	0.00	12.60
Year Total:		166,988.66	0.00	0.00	166,988.66
Total of All Funds:		869,607.16	0.00	0.00	869,607.16

Project Description	Project No.	Project Total
92 MACARTHUR AVE	2010049159	81.44
17 BOGERT ST	2010057118	503.00
231 HERBERT AVENUE	2010057218	588.00
624 PIERMONT ROAD	2010057222	1,726.00
21 PINE HILL ROAD	2010057245	237.48
624 PIERMONT ROAD	2010057256	485.10
174 DURIE AVENUE	2010057258	361.46
56 TAYLOR DRIVE	2010057298	32.76
624 PIERMONT ROAD	2010057339	1,630.00
624 PIERMONT ROAD	2010057341	6,825.00
55 COLUMBUS AVENUE	2010057372	650.00
231/39 HERBERT & 81 RUCKMAN	2010057400	8,300.00
728 CLOSTER DOCK ROAD	2010057433	1,200.00
10 RAILROAD AVENUE	2010057437	250.00
624 PIERMONT ROAD	2010057441	70.00
231/39 HERBERT & 81 RUCKMAN	2010057447	1,796.00
80 KNICKERBOCKER ROAD	2010057451	100.00
170 CEDAR LANE	2010057470	1,300.00
25 HALSEY LANE	2010057484	350.98
ASHISH & BANSRI DESAI	2010057487	150.00
333 RUCKMAN ROAD	2010057493	340.50
614 CLOSTER DOCK ROAD	2010057495	340.50
50 FIRST STREET	2010057496	227.00
7 HEATON CT	2010057499	359.50
Total of All Projects:		<u>27,904.72</u>



Range of Checking Accts: 17 FOOD MANUAL to CURRENT-MANUAL Range of Check Dates: 11/10/23 to 12/13/23  
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
17	FOODLOCKER	FOOD LOCKER ACCOUNT			
92	11/15/23	PSEG 005 PSE&G	500.00		7181

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	1	0	500.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	500.00	0.00

CURRENT-MANUAL	CURRENT - MANUAL			
311101	11/10/23	BOR0000 BORO OF CLOSTER - PAYROLL ACCT	299,917.09	7176
311102	11/10/23	PAYR0000 PAYROLL AGENCY ACCOUNT	14,993.83	7176
311103	11/10/23	PAYR0000 PAYROLL AGENCY ACCOUNT	273.24	7176
311104	11/10/23	MUNIC003 MUNICIPALY LLC	34.30	7176
311131	11/13/23	NJSHB000 NJSHBP	132,264.66	7177
311271	11/27/23	OPENS005 OPEN SPACE TRUST	260,813.00	11/27/23 VOID 7191
311272	11/27/23	OPENS005 OPEN SPACE TRUST	260,813.00	7192
311281	11/28/23	BOR0000 BORO OF CLOSTER - PAYROLL ACCT	300,730.27	7193
311282	11/28/23	PAYR0000 PAYROLL AGENCY ACCOUNT	422.53	7193
311283	11/28/23	PAYR0000 PAYROLL AGENCY ACCOUNT	11,535.01	7193
311302	11/30/23	MUNIC003 MUNICIPALY LLC	209.97	7196
311303	11/30/23	CHASE010 CHASE MANHATTAN/DTC	56,373.75	7195
312051	12/05/23	NJSHB000 NJSHBP	130,252.80	7199
312061	12/06/23	MUNIC003 MUNICIPALY LLC	73.26	7201

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	13	1	1,207,893.71	260,813.00
Direct Deposit:	0	0	0.00	0.00
Total:	13	1	1,207,893.71	260,813.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	14	1	1,208,393.71	260,813.00
Direct Deposit:	0	0	0.00	0.00
Total:	14	1	1,208,393.71	260,813.00

Totals by Year-Fund

Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
JRRENT FUND	2-01	1,588.00	0.00	0.00	1,588.00
CURRENT FUND	3-01	1,206,305.71	0.00	0.00	1,206,305.71
FOOD LOCKER TRUST	T-17	500.00	0.00	0.00	500.00
Total of All Funds:		<u>1,208,393.71</u>	<u>0.00</u>	<u>0.00</u>	<u>1,208,393.71</u>

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**BOROUGH OF CLOSTER**  
**RESOLUTION #23-272**

**RESOLUTION ADOPTING EMPLOYEE MANUAL, EMPLOYEE HANDBOOK AND VOLUNTEER HANDBOOK**

**WHEREAS**, it is the policy of the Borough of Closter to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act, the Equal Pay for Equal Work Act, the Fair Labor Standards Act, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the Family and Medical Leave Act, the Conscientious Employee Protection Act, the Public Employee Occupational Safety and Health Act, the New Jersey Workers Compensation Act, the Federal Consolidation Omnibus Budget Reconciliation Act (COBRA) and the Open Public Meetings Act; and

**WHEREAS**, the Mayor and Council have determined that there is a need for personnel policies and procedures to ensure that employees and prospective employees are treated in a manner consistent with these laws and regulations and has adopted same; and

**WHEREAS**, the Mayor and Council have determined that a Personnel Manual, an Employee Handbook and Volunteer Handbook be adopted and distributed to all employees and appointed volunteers.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Closter, County of Bergen, State of New Jersey that the Personnel Manual, Employee Handbook and Volunteer Handbook is hereby adopted, shall be distributed to all employees and appointed volunteers by the Borough Administrator or his/her designee, and receipt thereof shall be signed by the aforementioned employees and returned to the Borough Administrator; and

**BE IT FURTHER RESOLVED** that this Manual & Handbooks is intended to provide guidelines covering public service by Borough employees/volunteers and is not a contract. The provisions of this Manual & Handbooks may be amended and supplemented from time to time without notice and at the sole discretion of the Borough of Closter Governing Body. In the event there is a conflict between these policies and practices and any collective bargaining agreement, personnel services contract or Federal or State law, the terms and conditions of that contract or law shall prevail, but in all other cases, these policies and procedures shall prevail; and

**BE IT FURTHER RESOLVED** that to the maximum extent permitted by law, employment practices for the Borough shall operate under the legal doctrine known as "employment at will"; and

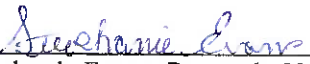
**BE IT FURTHER RESOLVED** that the Borough Administrator and all managerial/supervisory personnel are responsible for these employment practices. The Borough Administrator and the Borough Attorney shall assist the Governing Body in the implementation of the policies and procedures set forth in the Personnel Manual, Employee Handbook and Volunteer Handbook.


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

Adopted: December 13, 2023


ATTEST:

APPROVED:

  
Stephanie Evans, Borough Clerk

  
John C. Glidden, Jr., Mayor

Certified to be a true copy of resolution adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held December 13, 2023

  
Stephanie Evans, Borough Clerk

**BOROUGH OF CLOSTER**  
**BERGEN COUNTY, NEW JERSEY**  
**ORDINANCE NO. 2023:1329**

**AN ORDINANCE AUTHORIZING SALE OF LAND**  
**WITHOUT PUBLIC AUCTION PURSUANT TO N.J.S.A. 40A:12-13(b)(5)**

**WHEREAS**, N.J.S.A. 40A:12-13(b)(5) authorizes a private sale of certain real property owned by a municipality where such real property is less than the minimum size required for development; and

**WHEREAS**, such sale opportunity is limited to the owners of property contiguous to the subject real property; and

**WHEREAS**, the Governing Body has determined that Borough owned property identified as Lot 30 in Block 2102, located on Venus Drive, containing approximately 1,132 square feet, as more particularly described in the property record card attached hereto as **Exhibit A** ("Subject Property") meets the statutory criteria of N.J.S.A. 40A:12-13(b)(5); and

**WHEREAS**, the Governing Body has determined that the Subject Property is not needed for public purposes except for an access easement; and

**WHEREAS**, the sale of the Subject Property is in the best interests of the Borough of Closter.

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the Borough of Closter as follows:

1. The Governing Body of the Borough of Closter shall offer the real property known as Lot 30, Block 2102 as more fully described in the property record card attached hereto as Exhibit A, for sale to the owners of the real property contiguous to the subject property, and located at on Venus Drive, Closter, New Jersey ("Contiguous Owners"), for the price of \$7,000.00.

2. At the time of closing the Borough shall deliver marketable title to the Subject property to the Contiguous Owner, with closing to occur within sixty (60) days of the acceptance of the offer of sale herein.

3. The Deed of Conveyance for said property shall contain the following restriction which shall be binding upon the heirs, successors and assigns of the Contiguous Owner as purchaser:

"THE WITHIN LANDS SHALL BE MERGED WITH THE LANDS COMMONLY KNOWN AS Venus Place, CLOSTER, NEW JERSEY, WHICH IS DESIGNATED ON THE TAX MAP OF THE BOROUGH OF CLOSTER AS LOT 30 IN BLOCK 2102, WHICH LANDS ARE OWNED BY THE GRANTEE HEREOF. SAID LANDS SHALL HEREAFTER NOT BE USED OR SUBDIVIDED IN ANY WAY EXCEPT AS PART OF A CONFORMING LOT BEING USED IN CONFORMANCE WITH THE USE AND BULK REGULATIONS SET FORTH IN THE CLOSTER LAND USE ORDINANCES AS MAY FROM TIME TO TIME BE AMENDED. THE BOROUGH OF CLOSTER SHALL RETAIN AN ACCESS EASEMENT FOR THE SUBJECT PROPERTY"

**BE IT FURTHER ORDAINED** that the Governing Body finds and determines, in accordance with N.J.S.A. 40A:12-13(b)(5) that the said purchase price set for this property, and including the limitation on the future use of the property in accordance with this Ordinance, is equal to or greater than the fair market value of the Subject Property.

The Governing Body retains the right, as mandated by statute, to reconsider this Ordinance not later than thirty (30) days from the date hereof.

A copy of this Ordinance shall be posted on the bulletin board of the Governing Body and published in the official newspaper of the Borough of Closter within five (5) days following the adoption hereof.

Written acceptance by a Contiguous Owner of the within offer of sale, together with the additional submissions and payments required in accordance with the terms and conditions of this Ordinance shall be made to the Clerk for the Borough of Closter within twenty (20) days following the adoption and advertisement of this Ordinance. The Borough Clerk is Stephanie Evans, RMC, CMR and the said acceptance, submissions and payment should be directed by personal delivery per certified mail to 295 Closter Dock Road, Closter, New Jersey 07624, not

later than twenty (20) days after the advertisement. Such written acceptance shall be accompanied by a certified or bank check in an amount of ten percent (10%) of the sale price (\$7,000.00) ("Deposit"), which check shall be made payable to the Borough of Closter.

Closing of title shall occur at the offices of Huntington Bailey, L.L.P., 373 Kinderkamack Road, Westwood, New Jersey 07675. Title to be conveyed shall be insurable by a New Jersey licensed title company at regular rates, however, conveyance at the Borough's option, shall be by quit claim deed. If title is not acceptable to the Contiguous Owner, the transaction shall be deemed void, the Deposit shall be returned, and the Borough shall have no other responsibility.

As a condition of sale, the Contiguous Owner shall submit a survey, to be approved by the Borough Engineer, within thirty (30) days of submission of the acceptance and payment required hereunder to the Borough of Closter. The cost of the survey shall be the sole responsibility of the purchaser. The Contiguous Owner shall also be responsible for all engineering fees, legal fees, costs and expenses relating to the sale of the subject property.

As a further condition of the sale, the Contiguous Owner shall file the Deed of Conveyance with the County, and all filing costs shall be the sole responsibility of the Contiguous Owner.

If any section, subsection, part, clause or phrase of this Ordinance shall be declared invalid by judgment of any court of competent jurisdiction, such section, subsection, part, clause or phrase shall be deemed to be severable from the remainder of this Ordinance.

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

This Ordinance shall take effect upon final passage and publication in accordance with law.

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

Introduced: November 20, 2023

Adopted: December 13, 2023

**ATTEST:**

**APPROVED BY:**

Stephanie Evans  
Stephanie Evans, Borough Clerk

John C. Glidden  
John C. Glidden, Mayor

Certified to be a true copy of Ordinance adopted by the Mayor and Council of Borough of Closter at the Regular Meeting held on December 13, 2023.

Stephanie Evans  
Stephanie Evans, Borough Clerk