



**MAYOR AND COUNCIL
BOROUGH OF CLOSTER**

REGULAR MEETING AGENDA – WEDNESDAY, JANUARY 10, 2024 - 7:00 P.M

The Mayor opened the meeting at 8:03 p.m. with the following 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 and clicking the link on the left sidebar for **Calendars and Notice of Meetings** and click on the corresponding date. **To join via Telephone Audio Only:**

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

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

1. **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 2024 Mayor and Council Meetings which was published in The Record on December 29, 2023 and The Star Ledger on December 29, 2023, was posted on the Municipal Clerk’s bulletin board and on the Borough website, and has remained posted as the required notices under the Statute. In addition, a copy of the notice is and has been available to the public and is on file in the office of the Municipal Clerk.

2. **ROLL CALL**

Councilwoman Amitai-present	Councilwoman Latner-present
Councilman Cho-present	Councilwoman Maroules-present
Councilwoman Chung-present	Councilman Yammarino-present

3. **ORDINANCES** (voted on during work session)

INTRODUCTION OF ORDINANCE

Ordinance No. 2024-1330	BOND ORDINANCE PROVIDNG AN APPROPRIATION OF \$540,000 FOR VARIOUS ROAD IMPROVEMENTS FOR AND BY THE BOROUGH OF CLOSTER IN THE COUNTY OF BERGEN, NEW JERSEY AND AUTHORIZING THE ISSUANCE OF \$486,000 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION
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Motion by Councilman Yammarino, second by Councilwoman Latner

Councilwoman Amitai-yes	Councilwoman Latner-yes
Councilman Cho –yes	Councilwoman Maroules-yes
Councilwoman Chung-yes	Councilman Yammarino-yes
Carried	

4. **REVIEW OF CONSENT AGENDA ITEMS** The Mayor read all items.

All items with an asterisk (*) are considered to be non-controversial by the Council and will be approved by one MOTION. There may be further discussion prior to the vote upon request of a Council Member. Also, any item may be removed for further discussion or for Roll Call vote, in which case the item will be removed and considered in its normal sequence as part of the General Order of Business.

RESOLUTIONS

24-45 RESOLUTION AUTHORIZING THE CONSUMPTION OF WINE DURING CERTAIN MONTHLY OPENING RECEPTIONS HELD AT THE BELSKIE MUSEUM OF ART AND SCIENCE FOR THE CALENDAR YEAR 2024 PURSUANT TO CHAPTER 67 OF THE CLOSTER CODE

24-46 RESOLUTION ENTERING INTO A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN FOR THE PROVISION OF LIMITED TREE REMOVAL SERVICES JANUARY 3, 2024 – JANUARY 2, 2029

24-47 RESOLUTION REGARDING PROFESSIONAL SERVICES APPOINTMENT AS HEALTH OFFICER AND REGISTERED ENVIRONMENTAL HEALTH SPECIALIST

Councilwoman Latner moved to approve the Consent Agenda, second Councilwoman Chung.

Councilwoman Amitai-yes	Councilwoman Latner-yes
Councilman Cho-yes	Councilwoman Maroules-yes
Councilwoman Chung-yes	Councilman Yammarino-yes
Carried.	

5. VOTE ON ITEMS REMOVED FROM THE CONSENT AGENDA Not needed.
6. ANY OTHER MATTER WHICH MAY PROPERLY COME BEFORE THE GOVERNING BODY
OPEN MEETING TO PUBLIC FOR ANY MATTER (5-minute limit)
7. CLOSED SESSION
24-48 RESOLUTION TO GO INTO CLOSED SESSION AND EXCLUDE THE PUBLIC Councilman Cho moved to go into Closed Session, second Councilwoman Latner. All in favor. The meeting went into Closed Session at 8:08.

Exit from Closed Session and Return to Regular Meeting @ 8:31 pm
Motion by Councilwoman Latner, second by Councilwoman Chung, All in Favor

ADJOURNMENT

Motion by Councilwoman Latner, second by Councilwoman Chung @8:32 pm.

Respectfully Submitted,

Stephanie Evans
Borough Clerk

BOROUGH OF CLOSTER
RESOLUTION #24-45

**RESOLUTION AUTHORIZING THE CONSUMPTION OF WINE DURING CERTAIN
MONTHLY OPENING RECEPTIONS HELD AT THE BELSKIE MUSEUM OF ART AND
SCIENCE FOR THE CALENDAR YEAR 2024 PURSUANT TO CHAPTER 67 OF THE
CLOSTER CODE**

WHEREAS, by correspondence dated December 29, 2023, a representative from the Belskie Museum of Art and Science, Inc. has requested permission for the museum to serve wine at its monthly opening receptions and during certain special events during the calendar year 2024; and

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

WHEREAS, pursuant to Chapter 67, the Borough Administrator is authorized to grant a permit allowing the possession and/or consumption of alcoholic beverages between the hours of 12:00 noon and 10:30 p.m. in connection with specific event(s) such as monthly opening receptions conducted at the museum; and

WHEREAS, the Governing Body expressly authorizes and permits the holding of the museum's monthly opening receptions and certain special events on the Closter Library grounds, provided that, the Belskie Museum agrees to adhere to all applicable Borough, County, State and federal health and safety guidelines for all such events;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Closter, County of Bergen, State of New Jersey that the legal consumption of wine pursuant to the provisions of Chapter 67 of the Code is hereby permitted at the Belskie Museum of Art and Science, Inc's monthly opening receptions and during certain special events on the Closter Library grounds during the calendar year 2024, provided that, the Belskie Museum agrees to adhere to all applicable Borough, County, State and federal health and safety guidelines for all such events; and

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

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilwoman Amitai			X			
Councilman Cho			X			
Councilwoman Chung		X	X			
Councilwoman Latner	X		X			
Councilwoman Maroules			X			
Councilman Yammarino			X			

Adopted: January 10, 2024


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 on January 10, 2024.


Stephanie Evans, Borough Clerk

BOROUGH OF CLOSTER
RESOLUTION 24-46

RESOLUTION ENTERING INTO A SHARED SERVICES AGREEMENT WITH THE
COUNTY OF BERGEN FOR THE PROVISION OF LIMITED TREE REMOVAL SERVICES
JANUARY 3, 2024 THROUGH JANUARY 2, 2029

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

WHEREAS, the Bergen County Council has revised its previous service policy with the Shared Services Agreement For The Provision of Limited Tree Removal Services (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 governing body hereby authorizes Mayor John Glidden to execute the Shared Services Agreement policy (Exhibit A attached) as required by the County of Bergen in accordance with the revised policy of the County of Bergen Council.

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

Adopted: January 10, 2024

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 January 10, 2024

Stephanie Evans
 Stephanie Evans, Borough Clerk

JW:LW

Exhibit A
Shared Services Agreement Between County of Bergen and Borough of Closter For The
Provision Of Limited Tree Removal Services
January 3, 2024 through January 2, 2029

SHARED SERVICES AGREEMENT

BETWEEN

COUNTY OF BERGEN

AND

Borough of Closter

FOR:

THE PROVISION OF
LIMITED TREE REMOVAL SERVICES

Approved by Bergen County Resolution No. 1491-23
Approved by _____ Borough of Closter _____ Resolution No. _____

DATE: January 3, 2024

PREPARED BY:

BERGEN COUNTY COUNSEL
ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601-7076



THIS AGREEMENT is made this 3rd day of January 2024, by and between:

COUNTY OF BERGEN, a body politic of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601-7076, hereinafter referred to as the "COUNTY;" and

Borough of Closter, a body politic of the State of New Jersey with administrative offices at 295 Closter Dock Road, Closter, NJ 07624, hereinafter referred to as the "MUNICIPALITY."

WITNESSETH:

WHEREAS, while it is not the responsibility of the COUNTY to remove dead or dying trees within the municipalities of Bergen County, said removal being the responsibility of the individual municipality in which a tree is located, the COUNTY does assist local municipalities with the removal of dead or dying trees located within the public right of way along COUNTY roadways on a limited basis and only when the COUNTY determines that it is appropriate to provide such assistance and that the COUNTY has the resources to provide such assistance; and

WHEREAS, the COUNTY provides municipalities with tree removal assistance pursuant to Shared Service Agreements with municipalities when the COUNTY determines, in its sole and absolute discretion and pursuant to COUNTY criteria, that it is appropriate to provide such assistance; and

WHEREAS, pursuant to such Shared Service Agreements participating municipalities may send written requests to the COUNTY for assistance with regard to the removal of a particular tree or trees, with such requests subject to review by the COUNTY; and

WHEREAS, MUNICIPALITY seeks to enter into a Shared Services Agreement with the COUNTY allowing it to request assistance from the COUNTY with regard to individual tree removal; and

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

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) allows any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7(4); and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, the COUNTY and MUNICIPALITY have each adopted resolutions authorizing entry into this Agreement, copies of which are annexed hereto as exhibits,

NOW, THEREFORE, BE IT AGREED, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, the COUNTY and MUNICIPALITY agree to perform in accordance with the provisions, terms and conditions set forth in this Agreement as follows:

1. PROCEDURES GOVERNING TREE REMOVAL REQUESTS. MUNICIPALITY understands and acknowledges that the COUNTY has no obligation to remove any trees within the MUNICIPALITY, whether dead, dying or otherwise and that the COUNTY'S willingness to assist in the removal of any trees constitutes the voluntary act of the COUNTY in an effort to assist municipalities within the COUNTY to the extent it is able to do so. MUNICIPALITY further understands and acknowledges that the COUNTY may terminate this assistance policy at any time as provided hereunder.

Specific procedures for requesting assistance with regard to tree removal are as follows:

- a) MUNICIPALITY may submit to the COUNTY individual requests for the removal of a dead or dying tree(s) located solely on COUNTY roadways by completing a form (the "Request Form;" sample attached hereto) provided by the COUNTY.
- b) Said completed Request Form shall be returned to the COUNTY via email to treerequest@co.bergen.nj.us. Any questions can be directed to treerequest@co.bergen.nj.us or to the Bergen County Department of Parks Forestry Superintendent.
- c) Upon receipt of said completed Request Form, the COUNTY shall inspect and evaluate the tree(s) proposed for removal. Upon completing said inspection, the COUNTY shall notify the MUNICIPALITY as to whether it will remove said tree(s) or whether it is not willing to remove said tree(s). There shall be no time limit within which the COUNTY shall complete its inspection or advise the MUNICIPALITY as to its decision to remove said tree(s).
- d) The COUNTY alone shall have the discretion to determine whether it will remove said tree(s) based upon COUNTY criteria established in the sole discretion of the COUNTY.
- e) In the event the COUNTY elects to remove the tree(s), the COUNTY work shall be strictly limited to the removal of the tree(s). The COUNTY shall not be responsible for the completion of any repairs to the sidewalk/curb adjacent to the tree(s) or for any other repairs/work in connection with the removal of the tree(s).
- f) In the event the COUNTY elects to remove the tree(s), the MUNICIPALITY shall provide uniformed police officers/patrol cars at the sole cost and expense of the MUNICIPALITY as required for the safety of all workers engaged in the removal of the tree(s) as well as members of the general public.

2. MUNICIPALITY INSURANCE OBLIGATIONS.

- a) Required Minimum Insurance Coverages. During the performance of all COUNTY tree removal operations the MUNICIPALITY shall, at its own cost and expense, maintain the minimum insurance coverages outlined below.
- i) Workers' Compensation and Employer's Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00).
 - ii) Commercial General Liability insurance with limits of at least One Million Dollars (\$1,000,000.00) Per Occurrence/Two Million Dollars (\$2,000,000.00) Aggregate for bodily or personal injury, including death, and property damage, including contractual liability coverage with limits not less than said amounts above.
 - iii) Commercial Automotive Liability in the minimal amount of One Million Dollars (\$1,000,000.00) Combined Single Limit.
- b) Required Certificate of Insurance. Prior to the performance of any tree removal work, the MUNICIPALITY shall provide the COUNTY with a Certificate of Insurance on Accord Form 25 or its equivalent.
- i) Each time the MUNICIPALITY submits a completed Request Form for the removal of a specific tree(s) to the COUNTY via email (to treerequest@co.bergen.nj.us), the MUNICIPALITY will also include in the email a scanned copy of the required Certificate of Insurance.
 - ii) The Certificate of Insurance shall set forth evidence that the coverages required hereunder are/will be in full force and effect at the time of tree removal services.
 - iii) The MUNICIPALITY shall furnish copies of any endorsements that are subsequently issued amending limits of coverage.
 - iv) The Certificate of Insurance shall name the COUNTY as Certificate Holder and Additional Insured under the Commercial General Liability and Commercial Auto Liability policies.
 - v) The Certificate of Insurance 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 Shared Service Agreement.
 - vi) All such coverages are to be provided on a "primary" basis regardless of any other insurance the COUNTY may have or may elect to obtain.

3. INDEMNIFICATION.

- a) The MUNICIPALITY shall indemnify, defend and hold harmless the COUNTY and all of its departments, directors, officers, employees and representatives against all costs, claims, damages, demands, liens, losses, actions or liabilities of any kind which may be asserted against them including, without limitation, reasonable attorneys' fees, statutory or administrative fines or penalties, and litigation costs to the extent such arise out of or are in connection with, directly or indirectly, this Shared Service Agreement or the performance of the tree removal work provided for herein, whether or not negligence on the part of the COUNTY or its employees, officials, agents or representatives contributed thereto.
- b) The MUNICIPALITY agrees that the COUNTY shall have no liability to the MUNICIPALITY for damages, whether arising under theories of contract, tort, or warranty. The MUNICIPALITY further agrees that the COUNTY, its officers, managers, affiliates, representatives, subcontractors, and employees will not be liable for any indirect, special, incidental or consequential damages, even if the COUNTY has been advised of the possibility of such damages.

4. TERM. The term of this Agreement shall be for five (5) year(s), commencing on January 3, 2024 ("Effective Date") and continuing through January 2, 2029, unless terminated sooner as provided in this Agreement. The COUNTY alone has the option to renew the Agreement.

5. TERMINATION. Notwithstanding any other term in this Shared Service Agreement, the COUNTY and the MUNICIPALITY retain the right to terminate this Agreement at any time and for any reason, including convenience, by providing thirty (30) days' notice to the other party.

6. DISPUTE RESOLUTION. In the event of a dispute, whether technical or otherwise, a Party must request Non-Binding Mediation and the other Party must participate in the mediation prior to and as a condition precedent to the commencement of any litigation in a court of law. The costs of such Non-Binding Mediation shall be shared equally between the COUNTY and the MUNICIPALITY. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each Party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one Party determines in its sole discretion that its interests are not being served by the mediation. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision. Upon the conclusion of Mediation, either Party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.

7. NOTICES. All notices and other communications required or permitted to be given to or served upon the COUNTY shall be in writing. Any such notices or communications shall be sufficiently given or served if delivered in person or sent by certified or registered mail to the following:

If to the COUNTY: County of Bergen
Office of the County Counsel
One Bergen County Plaza, Room 580
Hackensack, NJ 07601-7076

If to the MUNICIPALITY: Borough of Closter
295 Closter Dock Road
Closter, NJ 07624

8. MISCELLANEOUS.

- a) Authorization. Both parties have the power and authority to enter into this Agreement. The execution and delivery of this Agreement is valid and binding upon the parties, with both attesting to the genuineness of all resolutions executed in connection herewith.
- b) Non-Assignment. Neither party may assign this Agreement or any rights hereunder without the prior written consent of the other party.
- c) Entire Agreement. This Agreement, including any attachments, contains the sole and entire Agreement between the parties and supersedes all prior agreements or understandings between the parties, whether oral or written, and may not be modified except by a writing duly executed by both parties.
- d) Force Majeure. Neither party shall be liable for any failure or delay in the performance of its obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party including, without limitation, fire, flood, earthquake, hurricane, tornado, Acts of God, epidemics, riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns or acts of public authority.

- e) Non-Waiver. The failure of a party to insist on strict performance of any term of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy.
- f) Employment Reconciliation. No employees are intended to be transferred from the MUNICIPALITY to the COUNTY pursuant to this Agreement. MUNICIPALITY represents that no employees are intended to be terminated for reasons of efficiency or economy as a result of entry into this Agreement.
- g) Counterparts and Electronic Delivery and Signatures. This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement (“Agreement Documents”), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1 et seq., and any associated regulations. Any Agreement Document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third party electronic signature capture service providers as may be chosen by the COUNTY.

[Signature Page to Follow]

IN WITNESS WHEREOF, the COUNTY and the MUNICIPALITY have caused this Shared Services Agreement for the Provision of Limited Tree Removal Services to be signed pursuant to duly adopted Resolutions of their Governing Bodies and agree to be bound by the terms thereof, as of the Effective Date.

ATTEST:

COUNTY OF BERGEN

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

Dated: _____

ATTEST:

Borough of Closter

Stephanie Evans

By: John Glidden

Dated: January 3, 2024

Printed: John Glidden

Title: Mayor

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BOROUGH OF CLOSTER
RESOLUTION #24-48

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 January 10, 2024 Closed Session and discussion of the hereinafter specified subject matter:

Closed Session Docket#	Item Title of Description	Statutory Reference
24-01/10-1	Pending or Anticipated Litigation or Contract Negotiations	N.J.S.A. 10:4-12 (b) (7)
24-01/10-2	Matter Falling Within Attorney/Client Privilege	N.J.S.A. 10:4-12 (b) (7)

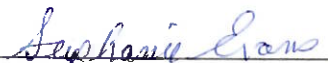
Formal action may/may not be taken.

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		X			
Councilman Cho			X			
Councilwoman Chung			X			
Councilwoman Latner		X	X			
Councilwoman Maroules			X			
Councilman Yammarino			X			

Adopted: January 10, 2024


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 held on January 10, 2024.


 Stephanie Evans, Borough Clerk

BOROUGH OF CLOSTER
ORDINANCE #2024-1330

BOND ORDINANCE PROVIDING AN APPROPRIATION OF \$540,000 FOR VARIOUS ROAD IMPROVEMENTS FOR AND BY THE BOROUGH OF CLOSTER IN THE COUNTY OF BERGEN, NEW JERSEY AND, AUTHORIZING THE ISSUANCE OF \$486,000 BONDS OR NOTES OF THE BOROUGH FOR FINANCING PART OF THE APPROPRIATION.

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

SECTION 1:

The improvements described in Section 3 of this bond ordinance (the "Improvements") are hereby authorized to be undertaken by the Borough of Closter, New Jersey (the "Borough") as general improvements. For the said Improvement there is hereby appropriated the amount of \$540,000, such sum includes the sum of \$54,000 as the down payment (the "Down Payment") required by the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the New Jersey Statutes, as amended and supplemented (the "Local Bond Law"). The Down Payment is now available by virtue of provision in one or more previously adopted budgets for down payment or for capital improvement purposes.

SECTION 2:

In order to finance the cost of the Improvements not covered by application of the Down Payment, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$486,000 pursuant to the provisions of the Local Bond Law (the "Bonds"). In anticipation of the issuance of the Bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes of the Borough are hereby authorized to be issued in the principal amount not exceeding \$486,000 pursuant to the provisions of the Local Bond Law (the "Bond Anticipation Notes" or "Notes").

SECTION 3:

(a) The Improvements authorized and the purpose for the financing of which said obligations are to be issued is for various road improvements, including but not limited to Wainwright Avenue (entire length), King Place (Wainwright Avenue towards Trautwein Crescent), Wainwright Court (entire length), Meadows Lane (entire length), Jason Wood Road (entire length) and Flamm Brook Road (entire length), including curbing, milling, paving, drainage, sewer and other miscellaneous improvements, and including all work including all work and materials necessary therefor and incidental thereto, and as shown on and in accordance with the plans and specifications on file with the Borough Clerk.

(b) The estimated maximum amount of Bonds or Notes to be issued for the purpose of financing a portion of the cost of the Improvements is \$486,000.

(c) The estimated cost of the Improvements is \$540,000 which amount represents the initial appropriation made by the Borough.

SECTION 4:

All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Borough (the "Chief Financial Officer"); provided that no Note shall mature later than one year from its date. The Notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with Notes issued pursuant to this ordinance, and the signature of the Chief Financial Officer upon the Notes shall be conclusive evidence as to all such determinations. All Notes issued hereunder may be renewed from time to time subject to the provisions of Section 8(a) of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the Notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the Borough Council of the Borough at the meeting next succeeding the date when any sale or delivery of the Notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Notes sold, the price obtained and the name of the purchaser.

SECTION 5:

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

SECTION 6:

The following additional matters are hereby determined, declared, recited and stated:

(a) The Improvements described in Section 3 of this bond ordinance are not current expenses, and are capital improvements or properties that the Borough may lawfully make or acquire as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the Improvements, within the limitations of the Local Bond Law, and according to the reasonable life thereof computed from the date of the Bonds authorized by this bond ordinance, is 10 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director, Division of Local Government Services, Department of Community Affairs, State of New Jersey. Such statement shows that the gross debt of the Borough, as defined in the Local Bond Law, is increased by the authorization of the Bonds and Notes provided in this bond ordinance by \$486,000 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$80,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost of the Improvements, as indicated herein.

SECTION 7:

Any funds received from time to time as contributions in aid of financing the purposes described in Section 3 of this Ordinance (including \$228,481 expected to be received from the New Jersey Department of Transportation for Wainwright Avenue and King Place) shall be used for financing said Improvements by application thereof either to direct payment of the cost of said Improvements or to the payment or reduction of the authorization of the obligations of the Borough authorized therefor by this Bond Ordinance. Any such funds received may, and all such funds so received which are not required for direct payment of the cost of said Improvements shall, be held and applied by the Borough as funds applicable only to the payment of obligations of the Borough authorized by this Bond Ordinance.

SECTION 8:

The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

SECTION 9:

The Chief Financial Officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 10:

This Bond Ordinance constitutes a declaration of official intent under Treasury Regulation Section 1.150-2. The Borough reasonably expects to pay expenditures with respect to the Improvements prior to the date that Borough incurs debt obligations under this Bond Ordinance. The Borough reasonably expects to reimburse such expenditures with the proceeds of debt to be incurred by the Borough under this Bond Ordinance. The maximum principal amount of debt expected to be issued for payment of the costs of the Improvements is \$486,000.

SECTION 11:

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

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilwoman Amitai						
Councilman Cho						
Councilwoman Chung						
Councilwoman Latner						
Councilwoman Maroules						
Councilman Yammarino						

Introduced: January 10, 2024

Adopted: January 24, 2024

ATTEST:

APPROVED BY:

Stephanie Evans, Borough Clerk

John C. Glidden, Jr., Mayor

Certified to be a true copy of an Ordinance adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held on January 24, 2024

Stephanie Evans, Borough Clerk