

MAYOR AND COUNCIL
BOROUGH OF CLOSTER

REGULAR MEETING MINUTES – MAY 24, 2017 - 7:30 P.M

Mayor Glidden called the meeting to order at 8:24 p.m.

1. PROVISIONS OF OPEN PUBLIC MEETINGS ACT STATEMENT

This meeting is called pursuant to the provisions of the Open Public Meetings Act of the State of New Jersey, was included in the Annual Notice of Meetings which was published in The Record and The Star Ledger on January 9, 2017, was posted on the Municipal Clerk's bulletin board and has remained posted as the required notices under the Statute. In addition, a copy of the notice is and has been available to the public and is on file in the office of the Municipal Clerk.

2. ROLL CALL

The following persons were present:

Mayor John C. Glidden, Jr.
Councilpersons David Barad, Alissa Latner, Robert Di Dio, Joseph Yammarino
and Jannie Chung
Borough Administrator, Arthur Braun Dolson
Borough Attorney, Edward Rogan
Borough Clerk, Loretta Castano
Borough Engineer, Nick DeNicola
Chief of Police, Dennis Kaine

The following persons were absent:

Councilwoman Victoria Amitai

3. MAYORAL PRESENTATION(S)

4. MAYORAL APPOINTMENT(S) TO THE FOLLOWING BOARDS/COMMISSIONS:

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>APPOINTEE</u>	<u>TERM</u>	<u>EXPIRES</u>
Environmental Commission				
Member/Shade Tree Liaison	<u>Brian Stabile</u> (Elected to Council)	<u>NO APPOINTMENT</u>	3 Years Unexp. (Stabile) 1 Year	31-Dec-17
Associate Member	<u>Arthur Goldberg</u> (Dep. 3/6/17)	<u>NO APPOINTMENT</u>	Unexp. (Goldberg)	31-Dec-17
Planning Board				
Class II/Rep. Gov't of Closter	<u>Gary Montroy</u> (Resigned)	<u>NO APPOINTMENT</u>	1 Year Unexp. (Montroy)	31-Dec-17
Alternate No. 2	<u>Ansar Batool</u> (Moved to Class IV RM 3/8/17)	<u>NO APPOINTMENT</u>	2 Years Unexp. (Batool)	31-Dec-17
Shade Tree Commission				
Member/Environmental Commission Liaison	<u>Brian Stabile</u> (Elected to Council)	<u>NO APPOINTMENT</u>	5 Years 3 Years Unexp.	31-Dec-21
Alternate No. 1	<u>Wanda Hollender</u> (Did not accept appointment)	<u>NO APPOINTMENT</u>	(A. Ix)	31-Dec-17

5a. VOTE ON CONSENT AGENDA ITEMS

Motion approving the Consent Agenda minus Item No. 7 was made by Councilman Di Dio, seconded by Councilwoman Chung and declared carried by Mayor Glidden upon the affirmative vote of Councilpersons Barad, Latner, Di Dio, Yammarino and Chung.

ORDINANCES

5a-1. INTRODUCTION OF THE FOLLOWING ORDINANCE (Received from Bond Counsel 5/23/17)
PUBLIC HEARING AND ADOPTION - 6/28/17 @ 8 P.M. OR AS SOON THEREAFTER AS THE
MATTER MAY BE HEARD:

CLOSTER MAYOR AND COUNCIL
REGULAR MEETING MINUTES – MAY 24, 2017 – 7:30 P.M.

BOND ORDINANCE NO. 2017:1226, “AN ORDINANCE OF THE BOROUGH OF CLOSTER, IN THE COUNTY OF BERGEN, NEW JERSEY, PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE BOROUGH AND APPROPRIATING \$525,000 THEREFOR AND PROVIDING FOR THE ISSUANCE OF \$498,750 IN BONDS OR NOTES OF THE BOROUGH OF CLOSTER TO FINANCE THE SAME”

RESOLUTIONS

6. RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN for THE PROVISION BY THE COUNTY OF BERGEN OF VEHICLE MAINTENANCE AND REPAIR SERVICES (Received from Administrator’s office 5/12/17)
7. ~~RESOLUTION AUTHORIZING FENCE REPAIR AT MACBAIN FARM~~ (Received from Administrator’s office 5/16/17)
In answer to Councilman Di Dio, Borough Administrator said it has not been determined if the cost of this repair was included in the \$25,000 the (tenant) agreed to pay per year in maintenance and repairs; and he assumed that this resolution is an authorization for him to proceed with the installation of the fence at his cost. This came from the adjunct committee of the Environmental Commission that oversees the farm. Borough Administrator advised that there are several broken pieces in the gates and the fencing in addition to raising the height of same another 4 feet to eliminate wildlife from entering the farm. Councilman Di Dio advised that the fence was installed a number of years ago and same was too low at that time. Authorization was given to increase the height. In answer to questions about the cost, Borough Administrator advised that his office tried to get additional quotes to satisfy the purchase arrangement. He noted that the crops are rotated to different areas but the wildlife continue to knock the fencing down. In response to Mayor Glidden’s request, Mr. Dolson recommended that this Resolution be removed from the Consent Agenda pending further investigation.
8. RESOLUTION APPROVING THE SETTLEMENT OF A TAX APPEAL FOR THE YEARS 2016 & 2017: PARDO V. CLOSTER (Received from Borough Attorney 5/16/17)
9. RESOLUTION NO. 1 APPROVING 2017-2018 LIQUOR LICENSE RENEWALS
10. APPROVING RENEWAL OF *INACTIVE/POCKET* LICENSE SUBJECT TO 12.39 SPECIAL RULING FROM THE DIRECTOR OF THE DIVISION OF ALCOHOLIC BEVERAGE CONTROL FOR THE 2017-2018 LICENSE TERM FOR RETAIL HOLDINGS (DG), LLC, PLENARY RETAIL CONSUMPTION LICENSE NO. 0207-33-011-013 (Special Ruling issued 6/27/16 for two terms)
11. A RESOLUTION AUTHORIZING INCLUSION IN THE BERGEN COUNTY COMMUNITY DEVELOPMENT PROGRAM (Received from Administrator’s office 5/17/17)
12. A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE COUNTY OF BERGEN TO SUPERSEDE THE COOPERATIVE AGREEMENT DATED JULY 1, 2000 AND AMENDMENTS THERETO ESTABLISHING THE BERGEN COUNTY COMMUNITY DEVELOPMENT PROGRAM (Received from Administrator’s office 5/18/17)
13. RESOLUTION APPROVING RECREATION 2017 SUMMER CONCERT SERIES (Received from Administrator’s office 5/17/17)
14. RESOLUTION AUTHORIZING DEPUTY TREASURER TO ISSUE A CHECK IN THE AMOUNT OF \$30,737.99 **AND** ISSUE A RETURN OF PREMIUM FROM ESCROW IN THE AMOUNT OF \$20,000.00 TO PAM INVESTORS FOR THE REDEMPTION OF TAX SALE CERTIFICATE #15-00004 FOR PROPERTY LOCATED AT 496 CLOSTER DOCK ROAD, BLOCK 1718, LOT 2, SOLD AT THE MUNICIPAL TAX SALE HELD ON 6/6/15 FOR 2015 DELINQUENT TAXES (Received from Tax Collector 5/18/17)
15. RESOLUTION AUTHORIZING BOSWELL ENGINEERING TO PREPARE PLANS AND SPECS AND SECURE QUOTES FOR SIDEWALK CONSTRUCTION ON CLOSTER DOCK ROAD (Received from Borough Attorney 5/23/17)
- 15a. RESOLUTION ENDORSING SUBMISSION OF THE 2016 MUNICIPAL RECYCLING TONNAGE GRANT APPLICATION DESIGNATING CAROLE DACEY TO ENSURE PROPER FILING OF SAID APPLICATION (Requested by Carole Dacey 5/24/17)

MOTIONS

16. MOTION APPROVING THE FOLLOWING *SALARIED* APPOINTMENTS NOT MADE AT THE REORGANIZATION MEETING HELD 1/3/17:

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>APPOINTEE</u>	<u>TERM</u>	<u>EXPIRES</u>
Planner to Implement Portions of the 2008 Master Plan	Caroline Reiter P.P., AICP Christopher P. Statile, PA	NO APPOINTMENT	1 Year	31-Dec-17

17. MOTION APPROVING THE FOLLOWING MINUTES (Distributed 5/18/17)

- a. REGULAR MEETING HELD APRIL 26, 2017 - ABSTENTION: AMITAI
- b. WORK SESSION HELD APRIL 26, 2017 - NO ABSTENTIONS

18. MOTION APPROVING THE FOLLOWING *NON-SALARIED* APPOINTMENTS NOT MADE AT THE REORGANIZATION MEETING HELD 1/3/17:

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>APPOINTEE</u>	<u>TERM</u>	<u>EXPIRES</u>
Board of Health				
Alternate No. 2	<u>Vacant</u>	<u>NO APPOINTMENT</u>	2 Years Unexp. (Vacant)	31-Dec-17

19. MOTION APPROVING THE FOLLOWING *NON-SALARIED* APPOINTMENT(S):

<u>OFFICE</u>	<u>INCUMBENT</u>	<u>APPOINTEE</u>	<u>TERM</u>	<u>EXPIRES</u>
Historian	<u>Arthur Goldberg</u> (Dep. 3/6/17)	<u>NO APPOINTMENT</u>	1 Year Unexp. (Goldberg)	31-Dec-17
Zoning Board of Adjustment				
Alternate No. 3	<u>Mindy Rothbaum</u> (Did not accept appointment)	<u>NO APPOINTMENT</u>	2 Years	31-Dec-18

20. REPORTS
(None provided at the time of preparation of this Agenda)

21. VOTE ON ITEMS REMOVED FROM THE CONSENT AGENDA

22. OPEN MEETING TO PUBLIC FOR ANY MATTER, PER N.J.S.A. 10:4-12 (a)
(Subject to 5-minute limit per By-Laws General Rule No.11)

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

23. ANY OTHER MATTER WHICH MAY COME BEFORE THE GOVERNING BODY

Motion approving the following resolution at 8:45 p.m. was made by Councilman Di Dio seconded by Councilman Barad and declared carried by Mayor Glidden upon the affirmative votes of Councilman Barad, Latner, Di Dio, Yammarino and Chung.

23a. OMNIBUS OPEN PUBLIC MEETINGS ACT RESOLUTION authorizing the governing body pursuant to N.J.S.A. 10:4-12 to exclude the public from the next portion of the meeting in order to permit the governing body to discuss per N.J.S.A. 10:4-12(b)(7); “Pending or anticipated litigation or contract negotiations”; and N.J.S.A. 10:4-12(8) “A matter involving public employees”; and that the items under discussion in the closed meeting would be disclosed to the public at the conclusion of the matters which should be within 12 to 18 weeks.

Mayor Glidden resumed the Regular Meeting at 8:48 p.m.

At this time, Mayor Glidden reminded everyone about the Memorial Day events with the parade starting at 10 a.m. with the Council marching at the head of the parade and at Borough Hall the governing body will judge the floats. The governing body will join the end of the parade and march to the field. The ceremony and refreshments at the Elks will follow.

24. ADJOURNMENT

 Motion to adjourn the Regular Meeting at 8:48 p.m. was made by Councilman Barad, seconded by Councilman Di Dio and declared unanimously carried by Mayor Glidden.

 Provided to the Mayor and Council on
 June 1, 2017 for approval at the
 Regular Meeting to be held
 June 14, 2017

Loretta Castano, RMC
Borough Clerk

Prepared by Carol A. Kroepke, RMC
utilizing recording and Borough Clerk’s
notes

Approved at the Regular Meeting held June 14, 2017
Consent Agenda Item No. 21a.

BOROUGH OF CLOSTER

RESOLUTION INTRODUCING BOND ORDINANCE NO. 2017:1226

BE IT RESOLVED, that an Ordinance entitled:


AN ORDINANCE OF THE BOROUGH OF CLOSTER, IN THE COUNTY OF BERGEN, NEW JERSEY, PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE BOROUGH AND APPROPRIATING \$525,000 THEREFOR AND PROVIDING FOR THE ISSUANCE OF \$498,750 IN BONDS OR NOTES OF THE BOROUGH OF CLOSTER TO FINANCE THE SAME

be introduced and pass first reading and that the Mayor and Council of the Borough of Closter does hereby fix June 28, 2017, at 8:00 P.M., or as soon thereafter as the matter may be reached, at the Borough Hall, 295 Closter Dock Road, Closter, New Jersey, as the time and place for the hearing of all persons interested therein; and where said hearing will be given thereon, in accordance with the law.


Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Barad			✗			
Councilwoman Latner		✗	✗			
Councilman Di Dio	✗		✗			
Councilman Yammarino			✗			
Councilwoman Chung			✗			
Councilwoman Amitai					✗	

Adopted: May 24, 2017

ATTEST:


Loretta Castano, 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 May 24, 2017.

Loretta Castano, Borough Clerk

BOROUGH OF CLOSTER

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN for THE PROVISION BY THE COUNTY OF BERGEN OF VEHICLE MAINTENANCE AND REPAIR SERVICES

WHEREAS, the need may arise when a municipality may have the need of maintenance and repair services due to mechanical breakdown or budgetary restrictions for which the municipality does not possess the required equipment; and

WHEREAS, there is often insufficient time to execute formal agreements to enable the sharing of equipment under such circumstances; and

WHEREAS, the County of Bergen has the personnel and equipment necessary to provide vehicle maintenance and repair services for the Borough of Closter; and

WHEREAS, by entering into a written agreement with the County Of Bergen whereby the County would provide to Closter vehicle maintenance and repair services; and

WHEREAS, the Borough of Closter is authorized to enter into share services agreements in accordance with the Uniform Shared Services and Consolidation Act, P.L. 2007, c.63 (C.40A:65-1, *et seq.*) and,

WHEREAS, County Counsel has prepared a form of Shared Services Agreement “FOR THE SHARED SERVICES AGREEMENT – VEHICLE MAINTENANCE” (“Shared Services Agreement”), a copy of which is annexed to this Resolution; and,

WHEREAS, the Shared Services Agreement sets forth the terms under which the County will, subject to availability and the County’s operational needs, provide maintenance and repair services to municipalities; and

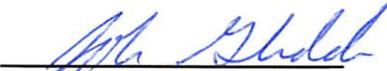
NOW THEREFORE, BE IT RESOLVED by the governing body of the Borough of Closter:

- 1. The Mayor and Council hereby endorses the proposed Shared Services Agreement, and approves the terms thereof, as annexed to this Resolution.
- 2. The Mayor or his designee is hereby authorized to sign the Shared Services Agreement for The Provision by the County of Bergen Vehicle Maintenance and Repair Services and the Municipal Clerk is hereby authorized to attest.
- 3. The Borough Clerk shall provide a copy of this Resolution to the Borough Administrator and Superintendent of the DPW.

COUNCILPERSON	MOTION	SECOND	YES	NO	ABSENT	ABSTAIN
Councilwoman Amitai					X	
Councilman Barad			X			
Councilwoman Chung			X			
Councilman Di Dio	X		X			
Councilwoman Latner		X	X			
Councilman Yammarino			X			

Adopted: May 24, 2017

APPROVED BY:


John C. Glidden, Jr. Mayor

ATTEST:


Loretta Castano, Borough Clerk

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter on May 24, 2017.

Loretta Castano, Borough Clerk

SHARED SERVICES AGREEMENT

BETWEEN

COUNTY OF BERGEN

AND

FOR:

**THE PROVISION BY THE COUNTY OF BERGEN OF
VEHICLE MAINTENANCE AND REPAIR SERVICES**

**BERGEN COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF MECHANICAL SERVICES**

Approved by Bergen County Resolution No. _____
Approved by _____ Resolution No. _____

DATE: _____, 2017

PREPARED BY:

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

SHARED SERVICES AGREEMENT – VEHICLE MAINTENANCE

THIS AGREEMENT made this ____ day of _____, 2016, by and between:

COUNTY OF BERGEN, a body politic and corporate 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 “COUNTY;” and

_____ a body politic and corporate of the State of New Jersey, with administrative offices located at _____, NJ _____ hereinafter referred to as “MUNICIPALITY.”

WITNESSETH:

WHEREAS, MUNICIPALITY has need of maintenance and repair services for its vehicles; and

WHEREAS, COUNTY has the personnel and equipment necessary to provide vehicle maintenance and repair services for MUNICIPALITY; and

WHEREAS, MUNICIPALITY wishes to enter into an agreement with COUNTY whereby COUNTY would provide to MUNICIPALITY vehicle maintenance and repair services: and

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

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local 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, COUNTY and MUNICIPALITY agree to perform in accordance with the provisions, terms and conditions set forth in this Agreement as follows:

I. DEFINITIONS.

As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used.

- A. "Category I Vehicle" means a vehicle with a gross vehicle weight (GVW) up to 6,000 pounds.
- B. "Category II" Vehicle" means a vehicle with a GVW greater than 6,000 pounds up to 26,000 pounds.
- C. "Category III Vehicle" means a vehicle with a GVW in excess of 26,000 pounds.
- D. "Effective Date" means the date identified in this Agreement which reflects the date on which the last party to this Agreement executed this Agreement, following the adoption of resolutions by COUNTY and MUNICIPALITY authorizing entry into this Agreement.
- E. "Law" means any statute, regulation, executive order, procurement policy or rule of any department, subdivision, board, commission, agency or instrumentality of the State of New Jersey.
- F. "Shared Services Agreement" means this Agreement and document(s) executed herein by and between the County and the MUNICIPALITY as provided under N.J.S.A. 40A:65-1 et seq.

II. TERM.

- A. The term of this Agreement shall commence on the Effective Date, and shall continue for a period of one year, unless terminated sooner as provided in this agreement.
- B. This Agreement shall renew annually for successive one year terms, unless terminated sooner as provided in this agreement.

III. PROJECT DESCRIPTION.

The County of Bergen, through its Division of Mechanical Services, shall provide repair and maintenance services for vehicles owned by MUNICIPALITY.

IV. RESPONSIBILITIES.

A. Bergen County's Responsibilities.

- 1. COUNTY shall provide labor, parts, personnel and equipment to provide the services requested by MUNICIPALITY pursuant to the terms of this Agreement.

2. COUNTY shall perform all services in accordance and in compliance with all statutes, rules, and directives governing the provision thereof.
3. COUNTY shall ensure that all personnel providing services under this Agreement possess all required licenses, certifications, and training required to provide the services.
4. All performance by the County shall be limited to the County's appropriation for same, and the County's budgetary restrictions.
5. While COUNTY may if it so chooses, COUNTY shall have no obligation to hire or otherwise retain additional personnel to perform the services under this Agreement. COUNTY shall have no obligation to procure additional equipment to perform under this Agreement.

B. MUNICIPALITY's Responsibilities.

6. MUNICIPALITY shall provide COUNTY with an inventory of vehicles owned by MUNICIPALITY, intended to be repaired or maintained pursuant to this Agreement. MUNICIPALITY shall update this inventory whenever any vehicle is added or deleted.
7. MUNICIPALITY shall be responsible for transporting its vehicles to COUNTY's repair facility, located at 500 Jerome Avenue (mailing address of 220 East Ridgewood Avenue), Paramus, New Jersey, and retrieving same upon completion of the repair or maintenance work. In special circumstances, if COUNTY is requested to transport a particular vehicle, and if COUNTY agrees to same, the charges set forth below shall apply.
8. MUNICIPALITY shall provide COUNTY with notice of needed repairs or maintenance as far in advance as possible to permit efficient scheduling of services.
9. MUNICIPALITY shall designate an authorized representative who will be empowered to review estimates provided by the COUNTY and authorize the COUNTY to proceed with each repair.

V. SERVICES AND COMPENSATION.

A. Upon request, COUNTY will provide the following services at the following rates:

1. Vehicle Inspection, Diagnosis,
Maintenance and Repair: \$80 per hour

2. Transportation of vehicle to/from COUNTY's repair facility (utilizing COUNTY personnel and equipment):

- | | |
|---------------------------------|---------------------------------|
| i. Under vehicle's own power: | \$75 per hour
(\$75 minimum) |
| ii. Tow (Category I Vehicle): | \$150 flat fee |
| iii. Tow (Category II Vehicle): | \$175 flat fee |
| iv. Tow (Category III Vehicle): | \$325 flat fee |

3. If towing requested by MUNICIPALITY requires the COUNTY to utilize a private towing company, MUNICIPALITY shall be responsible for the fees charged by the private towing company.

- B. The time required to complete a particular service will be based upon the estimated repair time determined by the COUNTY's Shopkey repair information system produced by Snap-On, Inc.
- C. COUNTY will provide MUNICIPALITY with a written estimate of the cost to perform a particular service based upon the estimated repair time and parts needed as determined by the COUNTY's Shopkey repair information system. MUNICIPALITY's authorized representative shall authorize the COUNTY to proceed with the service in writing. Facsimile or electronic mail shall constitute acceptable written authorization to proceed.
- D. Parts will be charged at the County's cost, plus an administrative fee of 15%, which shall be applied to the total cost for parts to defray costs relating to overhead, billing, hardware, software licenses, procurement, handling, stocking, and similar costs incurred by the COUNTY to provide the services set forth herein.
- E. Where additional labor or parts are required due to unforeseen circumstances, MUNICIPALITY agrees to pay for such additional labor or parts at the rates and/or prices set forth herein. The COUNTY will notify MUNICIPALITY as soon as COUNTY learns that additional labor or parts will be required, and will, where practicable, give MUNICIPALITY the choice whether to authorize the additional labor or parts.
- F. In the event that COUNTY is unable to perform the required repair or maintenance, COUNTY will notify MUNICIPALITY, and provide MUNICIPALITY with the option to take back the vehicle and have it serviced elsewhere at MUNICIPALITY's expense. If MUNICIPALITY requests, COUNTY will endeavor to have the work performed by an outside vendor. In such circumstance, COUNTY shall charge MUNICIPALITY and MUNICIPALITY shall pay the actual cost borne by the COUNTY plus an administrative fee of 15%. MUNICIPALITY shall be responsible

for any vehicle transportation costs at the rate(s) set forth for transportation by COUNTY of MUNICIPALITY's vehicle to the vendor's garage.

- G. COUNTY shall bill MUNICIPALITY monthly for all services provided. MUNICIPALITY shall tender payment to COUNTY within sixty (60) days of receipt of invoice.

VI. PREVENTATIVE MAINTENANCE PROGRAM (OPTIONAL).

COUNTY shall offer an optional preventative maintenance program as set forth herein:

- A. COUNTY shall, if requested by MUNICIPALITY, perform regular preventive maintenance on MUNICIPALITY's vehicles. Said service shall be in accordance with manufacturer's service recommendations for the mileage interval of the vehicle and the terms of this Agreement.
- B. The first time the vehicle is brought in for service, the COUNTY will perform a comprehensive inspection to determine the vehicle's condition, and identify any recommended repairs.
- C. Following the initial inspection, COUNTY will include that vehicle on a monthly report to MUNICIPALITY specifying when each vehicle previously inspected by the COUNTY is due for service, the corresponding maintenance interval, and the services recommended, based upon the data provided by the County's fleet maintenance software.
- D. MUNICIPALITY shall be responsible for requesting performance of the recommended maintenance, transporting the vehicle to COUNTY's repair facility, and authorizing performance of the recommended maintenance.
- E. To request enrollment in the optional preventative maintenance program, MUNICIPALITY shall separately initial the space indicated on the signature page of this Agreement.
- F. The parties recognize and agree that, notwithstanding the provisions of this Agreement, responsibility for ensuring regular preventative maintenance rests at all times with MUNICIPALITY. Therefore COUNTY shall not be responsible for any loss or damage, including but not limited to voiding of any warranty, occasioned by failure of COUNTY to notify MUNICIPALITY of manufacturer recommended preventative maintenance or failure of MUNICIPALITY to request performance of any recommended preventative maintenance, to bring a vehicle to COUNTY for preventative maintenance, or to authorize performance of the recommended services.

VII. DISPUTE RESOLUTION.

- A. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objection party must participate in the mediation. The costs of the mediator shall be borne equally by the parties.
- B. Procedure. 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 ongoing 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.
- C. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.
- D. Judicial Proceedings. Upon the conclusion of Mediation, either party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- E. Temporary Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Bergen County.
- F. Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the COUNTY shall forthwith repay the excess.

VIII. DEFENSE, INDEMNIFICATION, AND SUBROGATION.

- A. Each party agrees to defend, indemnify and hold the other party harmless from any claims, losses, damages, or judgments arising out of the negligence, gross negligence, or willful act of the indemnifying party.
- B. MUNICIPALITY acknowledges that, in the event of property damage to MUNICIPALITY-owned/leased vehicles while in the COUNTY'S care, custody, and control, COUNTY shall fully rely on the immunities and protections afforded it under the NJ Tort Claim Act Title 59, inclusive of 59:9-2(e). MUNICIPALITY agrees that, where its vehicle(s) are covered by a policy of insurance, whether issued by an insurance carrier or municipal joint insurance fund (JIF), MUNICIPALITY agrees to waive any claim for subrogation against the COUNTY.

IX. EMPLOYMENT RECONCILIATION.

- A. MUNICIPALITY has represented that it is not currently providing the services set forth in this Agreement using public employees, and no employees are intended to be terminated for reasons of efficiency or economy as a result of entry into this Agreement.
- B. No employees are intended to be transferred from MUNICIPALITY to COUNTY pursuant to this Agreement, and the COUNTY will not accept transfer of any employees from MUNICIPALITY to COUNTY by virtue of this Agreement. In the event a reconciliation plan is required by N.J.S.A. 40A:65-11, it shall be MUNICIPALITY's responsibility to prepare such plan, and, if required, to file same with the Civil Service Commission prior to commencement of services under this Agreement. In such case, COUNTY will cooperate with MUNICIPALITY in the preparation and filing of the plan.

X. NOTICES.

All notices, demand, consents, approvals, requests required or permitted to be given to or served upon the County shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to
MUNICIPALITY: _____

If to
COUNTY: Director, Division of Mechanical Services
Bergen County Department of Public Works
220 East Ridgewood Avenue
Paramus, NJ 07652

With a copy to:

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

XI. TERMINATION.

- A. Notwithstanding any other term in this Agreement, COUNTY and MUNICIPALITY retain the right, in their sole discretion, to terminate this agreement at any time on thirty days' notice, without further liability to the other, except as set forth herein.
- B. Upon termination of this Agreement, MUNICIPALITY shall remove any vehicles owned by MUNICIPALITY from COUNTY's repair facility.
- C. MUNICIPALITY shall be responsible for payment for any labor performed and parts purchased on behalf of MUNICIPALITY prior to notice of termination.
- D. If COUNTY is the party terminating the Agreement, COUNTY shall be responsible for completing any pending repair of MUNICIPALITY's vehicle currently in COUNTY'S repair facility at the time COUNTY provides notice of termination, unless:
 - i. COUNTY's reason for terminating the Agreement is nonpayment by MUNICIPALITY; or
 - ii. MUNICIPALITY requests that COUNTY refrain from completing the pending repair(s).

XII. MISCELLANEOUS.

- A. Authorization. All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.
- B. Assignment. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- C. Cooperation of the Parties. In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.

- D. Benefit/No Third Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.
- E. Complete Agreement. This Agreement sets forth the entire understanding of the Parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter hereof and may not be modified except in a writing executed by all Parties.
- F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- G. Entire Agreement. This Agreement, including any Exhibits and Addenda attached hereto, contain the sole and entire Agreement between the Parties dealing with the matters herein and supersedes all negotiations and prior agreements or understandings between the Parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- H. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of canons requiring construction against the drafting party.
- I. No Waiver. The failure of a Party to insist on strict performance of any or all of the terms 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. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- J. Relationship of the Parties. Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.
- K. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.

L. Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

M. Recitals. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

[Signature Page(s) to Follow]

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

ATTEST:

COUNTY OF BERGEN

By:

James J. Tedesco, III, County Executive, or
Julien X. Neals, Esq., Acting County Administrator

ATTEST:

[MUNICIPALITY]

By:

Printed:

Title:

By separately initialing here, MUNICIPALITY requests enrollment in the Optional Preventative Maintenance Program set forth in Section VI, above.

Initialed: _____

**BOROUGH OF CLOSTER
RESOLUTION APPROVING THE SETTLEMENT OF
A TAX APPEAL FOR THE YEARS 2016 & 2017:
PARDO V. CLOSTER**

WHEREAS, the tax payers, Amnon and Einat Pardo, appealed the assessment levied on Block 1313, Lot 1 for the years 2016 & 2017; and

WHEREAS, the subject property’s street address is 102 Venus Drive; and

WHEREAS, the taxpayer, the appraiser and the assessor have agreed to compromise the appeal on the following terms: the assessment for 2016 and 2017 on the property shall be reduced from \$1,186,800 to \$1,100,000; and

WHEREAS, there are sufficient funds available in the reserve for tax appeals account to satisfy the tax refund; and

WHEREAS, the assessor and commercial appraiser are of the opinion that the revised valuation is consistent with true value of the property.

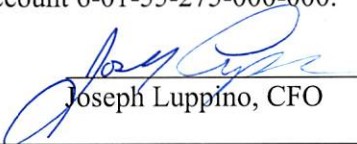
NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Closter, County of Bergen, State of New Jersey that:

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

CERTIFICATION OF AVAILABILITY OF FUNDS

I, Joseph Luppino, Chief Financial Officer of the Borough of Closter, hereby certify, pursuant to N.J.S.A.40A:-9140.1, et seq. and N.J.A.C 5:30-5.4, that the funds, which are required for the **Tax Appeal** are available to the Borough of Closter in account 6-01-55-275-000-000.

May 24, 2017


Joseph Luppino, CFO


Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Barad			X			
Councilwoman Latner		X	X			
Councilman Di Dio	X		X			
Councilman Yammarino			X			
Councilwoman Chung			X			
Councilwoman Amitai					X	

Adopted: May 24, 2017

ATTEST:


Loretta Castano, 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 May 24, 2017.

Loretta Castano, Borough Clerk

BOROUGH OF CLOSTER
RESOLUTION NO. 1 - RENEWING 2017-2018 LIQUOR LICENSES

BE IT RESOLVED by the Mayor and Council of the Borough of Closter in the County of Bergen and the State of New Jersey, that the renewal of the following licenses for the sale and consumption of alcoholic beverages, pursuant to N.J.S.A. 33:1-1, et. seq. for the term of one (1) year commencing July 1, 2017 and ending June 30, 2018 be and the same are hereby approved and authorized:

NAME AND ADDRESS

LICENSE NUMBER

CLOSTER WINE & SPIRITS, INC.
(Inactive/Pocket)

0207-44-008-004

BE IT FURTHER RESOLVED, that the aforesaid licenses shall be issued for use at the indicated locations as shown on the application, in the name of the Borough of Closter, and the Borough Clerk be and she is hereby designated as the municipal official to sign, attest and deliver the said license certificates on behalf of the Borough of Closter, to the aforesaid licensees upon payment of the fees of such license and upon compliance by said licensees with all other applicable statutes, ordinances and regulations.

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Barad			X			
Councilwoman Latner		X	X			
Councilman Di Dio	X		X			
Councilman Yammarino			X			
Councilwoman Chung			X			
Councilwoman Amitai					X	


Adopted: May 24, 2017

ATTEST:

APPROVED:



Loretta Castano, 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 May 24, 2017.

Loretta Castano, Borough Clerk

**BOROUGH OF CLOSTER
RESOLUTION
APPROVING RENEWAL OF *INACTIVE/POCKET* LICENSE SUBJECT TO 12.39 SPECIAL RULING FROM THE DIRECTOR OF THE DIVISION OF ALCOHOLIC BEVERAGE CONTROL FOR THE 2017-2018 LICENSE TERM FOR RETAIL HOLDINGS (DG), LLC, PLENARY RETAIL CONSUMPTION LICENSE NO. 0207-33-011-013**

WHEREAS, written notification was received from the Division of Alcoholic Beverage Control that any liquor license which had been *inactive* for two (2) full license terms may not be extended without approval from the Director of the Division of Alcoholic Beverage Control; and

WHEREAS, said licensee must submit a Verified Petition to the Regulatory Bureau requesting permission for renewal of the license for the 2016-2017 **and** 2017-2018 license terms; and

WHEREAS, Retail Holdings (DG), LLC filed the appropriate application and fees with the Borough Clerk for renewal of Plenary Retail Consumption License No. 0207-33-011-013 (*inactive/pocket*) for the 2017-2018 license term on May 4, 2017; and obtained an Alcoholic Beverage Retail Licensee Clearance Certificate (Renewal) from the Division of Taxation on May 15, 2017; and requested relief for the 2016-2017 **and** 2017-2018 license terms pursuant to N.J.S.A. 33:1-12.39 by filing a Verified Petition with the Regulatory Bureau on June 10, 2016; and

WHEREAS, a Special Ruling to Permit Renewal of Inactive License Pursuant to N.J.S.A. 33:1-12.39 for the 2016-2017 **and** 2017-2018 License Terms dated June 27, 2016 was received by the Borough Clerk from the Executive Assistant of the Division of Alcoholic Beverage Control on June 30, 2016 authorizing the Mayor and Council to consider the application for renewal of Retail Holdings (DG), LLC for the 2016-2017 **and** 2017-2018 license terms;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Closter, County of Bergen, and State of New Jersey, that the renewal and issuance of Plenary Retail Consumption License No. 0207-33-011-013 (*inactive/pocket*) to Retail Holdings (DG), LLC for the 2017-2018 license term be approved; and the Borough Clerk be and she is hereby designated as the municipal official to sign and attest the above mentioned license certificate on behalf of the Borough of Closter;

BE IT FURTHER RESOLVED that the renewal and issuance of the above mentioned *inactive/pocket* license for the sale and consumption of alcoholic beverages, pursuant to N.J.S.A. 33:1-1, et. seq., for the term of one (1) year to June 30, 2018 and the same is hereby approved and authorized.


Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Barad			X			
Councilwoman Latner		X	X			
Councilman Di Dio	X		X			
Councilman Yammarino			X			
Councilwoman Chung			X			
Councilwoman Amitai					X	

Adopted: May 24, 2017

ATTEST:


Loretta Castano, Borough Clerk

APPROVED:


John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held May 24, 2017.

Loretta Castano, Borough Clerk

**BOROUGH OF CLOSTER
COUNTY OF BERGEN, NEW JERSEY**

**A RESOLUTION AUTHORIZING INCLUSION IN THE
BERGEN COUNTY COMMUNITY DEVELOPMENT PROGRAM**

WHEREAS, certain Federal funds are potentially available to the County of Bergen under Title I of the Housing and Community Development Act of 1974, as amended; the HOME Investment Partnership Act of 1990, as amended; and the Emergency Solutions Grant of 2012; and

WHEREAS, the current Interlocal Services Cooperative Agreement contains an automatic renewal clause to expedite the notification of the inclusion process; and

WHEREAS, by June 12, 2017, each Municipality must notify the Bergen County Division of Community Development of its intent to continue as a participant in the Urban County entitlement programs noted above; and

WHEREAS, it is in the best interest of the Municipality of the Borough of Closter, Bergen County, New Jersey and its residents to participate in said Programs.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Municipality of the Borough of Closter hereby notifies the Bergen County Division of Community Development of its decision to be included as a participant Municipality in the Urban County entitlement programs being the Community Development Block Grant Program, the HOME Investment Partnership Program, and the Emergency Solutions Grant Program for the Program Years 2018, 2019, 2020 (July 1, 2018 – June 30, 2021); and

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Bergen County Division of Community Development no later than June 12, 2017.

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilwoman Amitai					X	
Councilman Barad			X			
Councilwoman Chung			X			
Councilman Di Dio	X		X			
Councilwoman Latner		X	X			
Councilman Yammarino			X			

Adopted: May 24, 2017

ATTEST:


Loretta Castano, Borough Clerk

APPROVED:


John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held May 24, 2017.

Loretta Castano, Borough Clerk

**BOROUGH OF CLOSTER
COUNTY OF BERGEN, NEW JERSEY**

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT WITH THE COUNTY OF BERGEN TO SUPERSEDE THE
COOPERATIVE AGREEMENT DATED JULY 1, 2000 AND AMENDMENTS
THERETO
ESTABLISHING THE BERGEN COUNTY COMMUNITY DEVELOPMENT
PROGRAM**

WHEREAS, certain Federal funds are potentially available to the County of Bergen under Title I of the Housing and Community Development Act of 1974, as amended; the HOME Investment Partnership Act of 1990, as amended; and the Emergency Solutions Grant of 2012; and

WHEREAS, it is necessary to supersede an existing Interlocal Services Cooperative Agreement for the County and its people to benefit from these Programs; and

WHEREAS, an Agreement has been proposed under which the Municipality of the Borough of Closter and the County of Bergen in cooperation with other Municipalities, will modify an Interlocal Services Program pursuant to N.J.S.A. 40:8A-1 et seq.; and

WHEREAS, it is in the best interest of the Municipality of the Borough of Closter to enter into such an Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Municipality of the Borough of Closter that the Agreement entitled “Three Year Cooperative Agreement” (an Agreement superseding the Cooperative Agreement dated July 1, 2000 – June 30, 2003) to clarify the planning and implementation procedures and to enable the Municipality to make a Three Year irrevocable commitment to participate in the Community Development Block Grant Program, the Home Investment Partnership Program, and the Emergency Solutions Grant Program for the Program Years 2018, 2019, and 2020 (July 1, 2018 – June 30, 2021) be executed by the Mayor and Municipal Clerk in accordance with the provisions of law; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately in accordance with law.

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilwoman Amitai					×	
Councilman Barad			×			
Councilwoman Chung			×			
Councilman Di Dio	×		×			
Councilwoman Latner		×	×			
Councilman Yammarino			×			

Adopted: May 24, 2017

ATTEST:



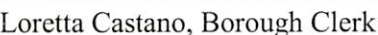
Loretta Castano, Borough Clerk

APPROVED:



John C. Glidden, Jr., Mayor

Certified to be a true copy of a Resolution adopted by the Mayor and Council of the Borough of Closter at the Regular Meeting held May 24, 2017.


Loretta Castano, Borough Clerk

Three Year Cooperative Agreement

An Agreement superseding the Cooperative Agreement dated July 1, 2000 and amendments thereto, for the purpose of inserting a description of activities for the Forty-Third Year (July 1, 2018 - June 30, 2021) Urban County Community Development Block Grant Entitlement Program, HOME Investment Partnership Act Program, Emergency Solutions Grant and clarifying the planning and implementation procedures for Program Years 2018, 2019 and 2020.

WHEREAS, in order to meet Federal requirements there must be a binding agreement in effect; and
WHEREAS, the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 et seq., requires a specific delineation of activities to be included in the Agreement; and
WHEREAS, the various new activities have been proposed to be carried out under the Forty-Third Year Community Development Program.

NOW, THEREFORE, it is mutually agreed that the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., contract dated July 1, 2000, between the Municipality of the Borough of Closter, hereinafter the "Municipality" and the County of Bergen be superseded by this "Three Year Cooperative Agreement", and the attachments hereto.

A. Community Development Planning Process

1. Nature and Extent of Planning Procedures

- a. Purpose The purpose of this Agreement is to establish a legal mechanism through which the county government may apply for, receive, and disburse Federal funds available to eligible urban counties under the Community Development Block Grant Entitlement Program (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) and to take such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of these programs. Federal funds received by the County shall be for such functions as neighborhood facilities, housing construction and rehabilitation, public facilities, urban renewal, water and sewer facilities, open space, and other such purposes as are authorized by said Acts. Nothing contained in this Agreement shall deprive any municipality or other unit of local government of any powers of zoning or other lawful authority which it presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as provided in section A.1.c.(6), below. This Agreement covers the CDBG Entitlement Program, the HOME Investment Partnership Act Program and the Emergency Solutions Grant Program.
- b. Establishment of Committees There are hereby established six regional Community Development committees, consisting of two representatives from each participating municipality, each to be appointed for a one year period, coinciding with the fiscal year (July 1 to June 30). The governing body and the chief executive of each

Three Year Cooperative Agreement

participating municipality shall make one appointment each. Alternates may be appointed in the same manner as set forth above and shall have the same powers in the absence of the designated representatives.

c. Responsibilities of the Regional Community Development Committees

- (1) The Community Development Regional Committees shall elect a chairperson.
- (2) The Committees shall meet as often as required. Each regional committee shall establish its own rules of procedures and shall make recommendations to the County Executive and Board of Chosen Freeholders through the Division of Community Development.
- (3) The Committees shall study and discuss the community development needs of the County of the respective regions, and shall determine the most effective and acceptable utilization of Community Development Block Grant Funds available to the region. They shall recommend to the County Executive and Board of Chosen Freeholders an application for participation in Federal funding, including an allocation formula and towards that end they shall jointly, in the manner herein prescribed, be authorized to develop a Consolidated Plan for the County and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in the Community Development Block Grant Program. Funds applied for shall be those available for "Urban Counties" under the Community Development Block Grant Entitlement Program.
- (4) The Community Development Regional Committees shall develop, in full consultation with the Division of Community Development and all affected agencies of the local governments involved, priorities for the actual utilization of such funds as are made available from the Federal Government under this Title. The Committees shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the County to carry out the project or function, for a municipality to receive the monies to carry it out, or for some other combination of local or State agencies. The implementation shall be established before submittal of the application to HUD, and any relevant documents that become part of this Agreement, and should be submitted to HUD with it. Such implementation mechanism shall be established by means of a separate contract between the County government and the municipality or agency implementing the designated project pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.
- (5) Every municipality participating in the Committees may request participation in the expenditure of the Federal funds, comment on the overall needs of the County which may be served through these funds, or otherwise take part in the

Three Year Cooperative Agreement

proceedings of the Community Development Committees through its Community Development representatives. No project may be undertaken or services provided in any municipality without the prior approval of the governing body of the municipality, which approval shall be established in accordance with the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., in addition to such other approvals as may be required by law.

- (6) By executing this agreement the municipality understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and may not participate in the HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation and may receive a formula allocation under the ESG program only through the urban county program.

d. Establishment of Countywide Committees

There is hereby established a Countywide Committee consisting of the Chairpeople of the six Regional Community Development Committees and five other atlarge members appointed by the County Executive. The role of the Countywide Committee is to recommend an allocation formula to the Board of Freeholders and to also recommend funding for multiregional and countywide projects. These recommendations shall be submitted to both the Board of Chosen Freeholders and the Regional Community Development Committees. The creation of the countywide committee in no way diminishes or changes the authority of the County or the Regional Community Development Committees. The Community Development Director and other appropriate County staff shall discuss all Countywide and multiregional projects with the Countywide Committee both before specific funding levels are authorized by the County and at all important stages of implementation. The term for the Countywide Committee shall coincide with the fiscal year (July 1 to June 30). No member of the Countywide Committee shall be able to vote on any matter that affects any applicant on whose board they serve.

2. Standards of Performance

Every Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., established pursuant to this Agreement shall contain standards of performance as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., and by the Housing and Community Development Act of 1974 and the HOME Investment Partnership Act of 1990 Biannually, a report shall be prepared for the Regional and Countywide Committees and the municipalities by the Division of Community Development, which reports on all Community Development projects, their status and

Three Year Cooperative Agreement

expenditures.

3. Estimated Cost and Allocation

The amount of Federal funds involved shall be the amount applied for by the Board of Chosen Freeholders pursuant to the recommendation of the Community Development Committees, subject to any modifications made by HUD. Any Federal funds received by letter of credit or otherwise shall be placed in a County Trust Fund established and maintained pursuant to regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. These funds shall be in a separate bank account subject to the control of the County government, which shall be the designated recipient for the funds provided by the Federal Act. Upon authorization by the County, and in compliance with State law and promulgated regulations funds may be expended from this Trust Fund by the County or by payment to the particular municipality pursuant to a specific contract. Neither the Community Development Committees, the County government, nor any participating local government may expend or commit funds except as may be authorized pursuant to this Agreement and in full compliance with State and Federal laws and regulations. No participant under this contract may in any way be obligated to expend funds of its own except as may be mutually agreed in a lawful manner.

4. Duration of Contract

This Agreement remains in effect until the CDBG Entitlement Program, the HOME Investment Partnership Program funds, Emergency Solutions Grant and program income received with respect to the Urban County qualification period (2018, 2019, and 2020) are expended and the funded activities completed. The County and participating municipalities may not terminate or withdraw from the Agreement while the agreement remains in effect.

- a) However, this contract may be terminated if the County fails to qualify as an Urban County, or if the County does not receive a grant in any year of the three year period. The contract may also be terminated by the U.S. Department of Housing and Urban Development. Be it further understood, that at the end of the current qualification period, this agreement will automatically be renewed for participation on successive three year periods, unless the County or participating municipality provides written notice it elects not to participate in a new qualification period. In this case, a copy of the notice must be sent to the HUD Field Office, by the date specified in the Urban County qualification notice. The County will notify each participating municipality in writing of its right to make such election by the date specified in HUD's urban county qualification notice for the next qualification period. Additionally, the County will notify all participating

Three Year Cooperative Agreement

municipalities of any amendments as cited in the HUD Urban County Qualifications Notice for that period, or subsequent periods that must be included in the existing cooperation agreement. Any amendments will be submitted to HUD as provided in the qualification notice. Failure by the County or Municipalities to adopt an amendment and/or resubmit such amendments to HUD will void the automatic renewal of said cooperative agreement for the new qualification period.

5. Designation of General Agent

The Director of the Division of Community Development is hereby designated as the administrative agent of the County of Bergen for purposes of compliance with statutory and regulatory responsibilities. He/she shall be accountable to the County Executive. The County Executive, with the concurrence of the Board of Chosen Freeholders, shall designate a Director of the Division of Community Development. The director and his/her staff shall within the resources available, provide technical and administrative support to the CD Committees, and shall provide liaison between the committees and the Board of Chosen Freeholders.

B. Qualifications as Urban County

In addition to such assurances and agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as an "Urban County", the municipality and the County agree to cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. This Agreement shall be effective only when sufficient municipalities have signed the contract so that 200,000 population is represented, and when all other Federal eligibility criteria for designation as an "Urban County" under the Act have been satisfied. In the event that sufficient municipalities to meet these criteria should not sign this Agreement within the time period set forth by the United States department of Housing and Urban Development, the County Executive shall so notify all signators and the Agreement shall thereupon be null and void. In order to comply with Federal requirements, the County government, through the Board of Chosen Freeholders, shall be the applicant for Community Development funds. The County has the final responsibility for selecting Community Development Block Grant, HOME Investment Program, Emergency Solutions Grant activities and annually filing Consolidated Plan with HUD, in accordance with the procedures established under Section A.1.c(3) of this Agreement.

C. Agreement as to Specific Activities (Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq.)

1. Activities

Three Year Cooperative Agreement

- a. The municipality and the County shall take all actions necessary to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the National Environmental Policy Act of 1969, the Uniform Relocation Act, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering fair housing, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws. Pursuant to 24 CFR 570.501(b), a municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. The Grantee or a unit of general local government that directly or indirectly receives Community Development Block Grant (CDBG) funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.
- b. The Municipality agrees to comply with all Federal, State, County, and Municipal laws, rules, and regulations generally applicable to the activities engaged in during the performance of the agreement.
- c. Urban county funding will be prohibited for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with its fair housing certification.
- d. The municipality has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and a policy of enforcing applicable State and Local Laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions.
- e. Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement set forth in 24 CFR 570.503.
- f. The municipality agrees to inform the County of any income generated by the expenditure of CDBG funds received by them; that any program income must be paid to the County; that any program income the municipality is authorized by the County to retain may only be used for eligible activities in accordance with all CDBG

Three Year Cooperative Agreement

requirements as they may apply; and that any program income generated from the disposition or transfer of property prior to or subsequent to the closeout change of status or termination of this Agreement be returned to the County. The County has the responsibility for monitoring and reporting to HUD on the use of any program income, thereby requiring appropriate record keeping and reporting by the municipality. In the event of any closeout or change in status of a municipality, any program income that is on hand or received subsequent to the closeout or change in status shall be paid to the County.

- g. The municipality agrees to notify the County of any change in the use of real property acquired with CDBG funds from that planned at the time of acquisition or improvement including disposition and that the municipality will reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure on non CDBG funds) of property acquired or improved with CDBG funds, that is sold or transferred for a use which does not qualify under the CDBG regulations.
- h. No unit of local government may sell, trade or otherwise transfer all or a portion of such funds to a metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal consideration but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

2. County Responsibility

The municipality agrees that the County, as the applicant, takes full responsibility and assumes all obligations of an applicant under the Housing and Community Development Act of 1974, the HOME Investment Partnership Act of 1990 and the Emergency Solutions Grant of 2012. This responsibility will also extend to parts of the planning and management process, for the execution of community development plan, including the analysis of needs, the setting of objectives, the development of the Consolidated Plan, and all assurances or certifications of compliance with federal and state requirements necessary under federal and state laws. The responsibility of the County shall apply to all community development projects whether or not the County or the locality carries out directly an activity or activities included in the application. The municipality agrees that the County has the authority to carry out activities which will be funded from annual Community Development Block Grants (CDBG), HOME Program and Emergency Solutions Grant, from Federal Fiscal Years 2018, 2019, and 2020 appropriations and from any program income generated from the expenditure of such funds.

3. Costs

Three Year Cooperative Agreement

- a. **Cost of Activities** The costs of the community development activities and the total cost of all activities shall be as approved pursuant to Section A.1.c.(3) and d, and in the application submitted to HUD, subject to approval and funding by HUD, and to any modification in the total grant award or cost of activities required by HUD.

- b. **Municipal Designation to Carry Out Activities**

The activities to be completed under the Community Development Program will be carried out by the County with participation of the Committees as set forth in Section A.1.c(3) and d. except those being carried out directly by participating municipalities.

- c. **Payment** Payments for the conduct of activities to be carried out by individual municipalities will be made to the municipality on the basis of vouchers and resolutions submitted by the approving authority of the municipality. The final 10% of the activity cost will be made upon certification by the municipality and verification by the County that the activity has been completed in a satisfactory manner according to paragraph C.4. below of this agreement, and applicable Federal and State requirements.

4. Standards of Performance

Activities to be carried out under the Housing and Community Development Act, the HOME Investment Partnership Act of 1990, the Emergency Solutions Grant of 2012 this Agreement shall be performed in accordance with Federal, State and local laws and regulations. In carrying out the activities, the County will be responsible for contact with other local, State and Federal agencies to prevent duplication of effort, and to foster coordination of related activities. Activities to be carried out by individual municipalities shall adhere to County design and construction standards, and shall be based on work proposals and budget outlines submitted to the County for review. The Director of the Division of Community Development or other County staff members, as may be necessary, shall grant approval prior to the commencement of any work involved in carrying out the activity. The County will establish a staff responsible for managing the program, and this staff will prepare timely progress reports of activities to be distributed to the Mayors and governing bodies of participating municipalities and the general public.

5. Time Period

In accordance with HUD regulations, activities included in the application shall be completed or substantially underway during the program year, which shall be one year from the date of notification of the grant awarded by HUD. Work on the activities to be carried out directly by municipalities shall commence only upon release of funds by HUD and conformance to local finance board regulations and only upon notification by the County that the municipality is authorized to initiate the project. Work on these

Three Year Cooperative Agreement

activities should begin as soon as possible following issuance of this notice to the municipalities, and should be completed in a timely manner. If a project is not started or implemented in a timely manner as set forth above, after due notice and warnings are given to the municipality in question, the regional CD Committee and the Board of Chosen Freeholders reserve the right to reallocate these funds.

6. Availability of Records for Audit

Required records of progress of activities carried out by the County and by individual municipalities will be maintained according to the HOME Investment Partnership Act of 1990 and accompanying regulation; FMC 747 the New Jersey Division of Local Finance, and other applicable requirements. All records shall be kept in a manner prescribed by these regulations and shall be available for audit by the proper authorities. Records of activities carried out by the County shall be maintained by the Director of the Division of Community Development of the County or his/her designated subordinate, and records of activities carried out by individual municipalities shall be maintained by the municipal clerk of the municipality carrying out the activity.

D. Signators

This Agreement shall be executed in similarly worded counterparts, each of which shall be signed by the County Executive and the chief executive of an individual municipality, (the chief executive of a municipality is the mayor except in council manager governments, in which case, the chief executive is the manager) after authorization by the Board of Chosen Freeholders and the governing body of the municipality, to execute this Agreement. Each such signator agrees to cooperate with all other signators and be found as if all had signed the same Agreement.

E. Modification and Amendment

1. Modification of Costs and/or Activities

In the event that any modifications of the cost of an activity or any activity itself shall become necessary, or is requested by the County or a municipality participating in or carrying out an activity, the County may increase or decrease the cost of an activity or modify the activity, subject to all necessary HUD and municipal approvals, and only after appropriate committee approvals, provided that the total funding does not exceed the total grant award. Municipal requests for cost or activity modifications must be by a resolution of the governing body and shall also require passage of a resolution by the Board of Chosen Freeholders. County requests for cost or activity modifications of a municipal project shall be made in writing by the County Executive subject to approvals by resolutions of the governing bodies of the municipality or municipalities involved.

2. Addition or Deletion of Projects

Projects may be added or deleted by the County with such HUD approvals as are

Three Year Cooperative Agreement

required and the approval of the municipality or municipalities involved. Said approvals shall be by resolution of the municipality or municipalities and the County and shall be subject to paragraphs C.4. and C.4., above. Projects will not be added or deleted without appropriate review by the respective Committee(s).

F. Severability

In the event that any portion of this agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue in effect.

G. Supersession

This Agreement shall supplement any previous agreements on this subject and shall replace and supersede any previously agreed upon provisions only to the extent of conflict of purpose.

H. Opinion of County Counsel

Pursuant to the requirements of the HUD regulations, this Agreement was reviewed by the County's Counsel for compliance therewith and it is the opinion of County Counsel that the terms and provisions of the Agreement are fully authorized under state and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community renewal and lower-income housing assistance activities.

County Executive

Mayor John C. Glidden, Jr.

(Seal)

Clerk (Seal)
Loretta Castano, RMC

BOROUGH OF CLOSTER
COUNTY OF BERGEN

RESOLUTION APPROVING RECREATION 2017 SUMMER CONCERT SERIES

WHEREAS, the Borough of Closter Recreation Commission desires to provide a free summer concert series annually for the benefit of the residents; and

WHEREAS, the schedule for the concerts is June 16th , June 23rd , July 7th and July 14th at the Lions Band Shell located in Veterans Memorial Park on Harrington Avenue (Exhibit A attached); and

WHEREAS, each band shall complete and file a Borough of Closter Hold Harmless Agreement prior to performing and, if the band is a “professional”, they shall provide the Borough Administrator’s Office with a copy of their Liability Insurance Certificate with a minimum of \$1,000,000 coverage which shall name the Borough of Closter as an additional insured; and

WHEREAS, after consultation and approval of the borough’s Risk Manager, The Mayor and Council may grant an exception for insurance to the non-professional entities and require they provide a completed Hold Harmless Agreement to be approved by the Borough’s Risk Manager; and

WHEREAS, the Closter Recreation Commission desires to engage Frank Lerant on behalf of the *My Anxiety Band*, 49 Carlson Court, Closter, NJ, a non-professional entity, to provide music at the 2017 Summer Concert Series; and

WHEREAS Frank Lerant, on behalf of the *My Anxiety Band* has provided the required Hold Harmless Agreement, agreeing to hold the Borough of Closter harmless of all liability; and

NOW THEREFORE BE IT RESOLVED, the schedule is hereby approved and a copy of this Resolution shall be provided to the Recreational Director, Chief of Police, Superintendent of Public Works and Assistant CFO for their respective use.

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilwoman Amitai					X	
Councilman Barad			X			
Councilwoman Chung			X			
Councilman Di Dio	X		X			
Councilwoman Latner		X	X			
Councilman Yammarino			X			

Adopted: May 24, 2017

APPROVED BY:


John C. Glidden, Jr., Mayor

ATTEST:


Loretta Castano, Borough Clerk

Certified to be a true copy of Resolution adopted by the Mayor and Council of the Borough of Closter on May 24, 2017.

Loretta Castano, Borough Clerk

EXHBIT A

Concerts in the Park 2017

June 16th	Tommy Walker and The Shaved Ham Band	Professional Band
June 23rd	My Anxiety – Frank Lerant	<i>Non-professional Band</i>
July 7th	New Beginnings – Mark Hiller	Professional Band
July 14th	The Willies – Willie Wilson	Professional Band

BOROUGH OF CLOSTER
RESOLUTION AUTHORIZING REFUND OF REDEMPTION MONIES TO
OUTSIDE LIENHOLDER

WHEREAS, at the Municipal Tax Sale held on the 16th day of June 2015, a lien was sold on **Block 1718; Lot 2** also known as **496 Closter Dock Road** in Closter, NJ for 2015 delinquent taxes, and,

WHEREAS, this lien, known as Tax Sale Certificate **#15-00004** was sold to Pam Investors,

WHEREAS, the Title Company for the new homeowner has affected redemption of said property of TSC #15-00004 in the amount of \$ 30,737.99 on June 16, 2015,


NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Closter, County of Bergen, New Jersey that the **Deputy Treasurer** is authorized to issue a check in the amount of **\$30,737.99** for redemption and a check in the amount of **\$20,000.00** for return of Premium Paid at Tax Sale to **Pam Investors** for the redemption of said certificate.

(Interest through 05/31/2017)

Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Barad			✗			
Councilwoman Latner		✗	✗			
Councilman DiDio	✗		✗			
Councilman Yammarino			✗			
Councilwoman Chung			✗			
Councilwoman Amitai					✗	


ADOPTED: May 24, 2017

ATTEST:



Loretta Castano, 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 May 24, 2017.

Loretta Castano, Borough Clerk

BOROUGH OF CLOSTER
COUNTY OF BERGEN

**RESOLUTION AUTHORIZING BOSWELL ENGINEERING TO PREPARE PLANS
AND SPECS AND SECURE QUOTES FOR SIDEWALK CONSTRUCTION ON
CLOSTER DOCK ROAD**

WHEREAS, the Mayor and Council of the Borough of Closter has determined that it is in the best interests of the residents of the Borough to install sidewalks on the southern portion of Closter Dock Road at the intersection of Closter Dock Road and Piermont Road extending to Third Street for purposes of insuring the safety of residents; and

WHEREAS, it is necessary to have engineering plans and specifications prepared for such project; and

WHEREAS, it is necessary to obtain three (3) quotations as to cost for such project; and

WHEREAS, the Borough Engineer has estimated the cost for such project not to exceed \$20,000.00; and

WHEREAS, the Governing Body has determined it is in the best interests of the residents of the Borough to provide for the safety of residents utilizing commuter parking on Third Street.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Closter, County of Bergen, State of New Jersey that Boswell Engineering is hereby authorized to undertake to prepare plans and specifications and obtain three (3) quotes for the construction of sidewalks from the intersection of Piermont Road and Closter Dock Road up to Third Street for construction costs not to exceed \$20,000.00.


Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Barad			✗			
Councilwoman Latner		✗	✗			
Councilman Di Dio	✗		✗			
Councilman Yammarino			✗			
Councilwoman Chung			✗			
Councilwoman Amitai					✗	

Adopted: May 24, 2017

ATTEST:


Loretta Castano, 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 May 24, 2017.

Loretta Castano, Borough Clerk

BOROUGH OF CLOSTER
RESOLUTION ENDORSING SUBMISSION OF THE
2016 MUNICIPAL RECYCLING TONNAGE GRANT APPLICATION
TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND
DESIGNATING CAROLE DACEY TO ENSURE PROPER FILING OF SAID APPLICATION

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c. 102, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection is promulgating recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for such tonnage grants will memorialize the commitment of this municipality to recycling and indicate the assent of the Mayor and Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure that the application is properly completed and timely filed;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Closter hereby endorses the submission of a 2016 Municipal Recycling Tonnage Grant Application to the New Jersey Department of Environmental Protection, Office of Recycling, and designates Carole Dacey to ensure that the said Application is properly filed; and

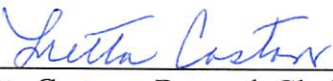
BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.


Councilperson	Motion	Second	Yes	No	Absent	Abstain
Councilman Barad			X			
Councilwoman Latner		X	X			
Councilman Di Dio	X		X			
Councilman Yammarino			X			
Councilwoman Chung			X			
Councilwoman Amitai					X	

Adopted: May 24, 2017

ATTEST:

APPROVED:


 Loretta Castano, Borough Clerk


 John C. Glidden, Jr., Mayor

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Councilwoman Latner						
Councilman Di Dio						
Councilman Yammarino						
Councilwoman Chung						
Councilwoman Amitai						

Adopted: May 24, 2017

ATTEST:

APPROVED:

Loretta Castano, Borough Clerk

John C. Glidden, Jr., Mayor

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Councilwoman Latner		×	×			
Councilman Di Dio	×		×			
Councilman Yammarino			×			
Councilwoman Chung			×			
Councilwoman Amitai					×	

Adopted: May 24, 2017

ATTEST:

APPROVED:

Loretta Castano, Borough Clerk

John C. Glidden, Jr., Mayor

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Loretta Castano, Borough Clerk

**BOROUGH OF CLOSTER
RESOLUTION ENDORSING SUBMISSION OF THE
2016 MUNICIPAL RECYCLING TONNAGE GRANT APPLICATION
TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND
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Councilman Di Dio						
Councilman Yammarino						
Councilwoman Chung						
Councilwoman Amitai						

Adopted: May 24, 2017

ATTEST:

APPROVED:

Loretta Castano, Borough Clerk

John C. Glidden, Jr., Mayor

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Loretta Castano, Borough Clerk

MAYOR AND COUNCIL
BOROUGH OF CLOSTER

WORK SESSION NOTES – MAY 24, 2017 - 7:30 P.M.

The Mayor and Council of the Borough of Closter held a Work Session on Wednesday, May 24, 2017. Mayor Glidden called the meeting to order at 7:35 p.m.

1. PLEDGE OF ALLEGIANCE

Mayor Glidden invited all to join in the Pledge of Allegiance.

2. PROVISIONS OF OPEN PUBLIC MEETINGS ACT STATEMENT

This meeting is called pursuant to the provisions of the Open Public Meetings Act of the State of New Jersey, was included in the Notice of Meetings which was published in The Record and the Star Ledger on January 9, 2017, was posted on the Municipal Clerk's bulletin board and has remained continuously 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. ROLL CALL

The following persons were present:

Mayor John C. Glidden, Jr.
Councilpersons David Barad, (7:55 p.m.), Alissa Latner, Robert Di Dio, Joseph Yammarino
and Jannie Chung
Borough Administrator, Arthur Braun Dolson
Borough Attorney, Edward T. Rogan
Borough Clerk, Loretta Castano
Borough Engineer, Nick DeNicola
Chief of Police, Dennis Kaine

The following persons were absent:

Councilwoman Victoria Amitai

At this time, Mayor Glidden said that the New Jersey State League of Municipalities sponsors the Annual Louis Bay Contest for high school students to submit essays on what Local Government means; and present in the audience, is Michael Su who submitted the best essay in Closter. He was a semi-finalist in the contest; and the Mayor presented him with a Certificate of Accomplishment acknowledging him as a semi finalist in the Louis Bay II Future Municipal Leaders Scholarship Competition.

4. REVIEW AND DISCUSSION OF COMMUNICATION ITEMS

a. MAIL LIST OF MAY 11, 2017 – Mayor Glidden asked if any member of the Council wished to address any matter or provide any comments. Item Nos. 2a.III and 2b.III.e were removed by Councilwoman Latner; Item Nos. 3 and 9 were removed by Mayor Glidden; Item No. 2b.III.d. was removed by Councilman Yammarino.

Item No. 2a: Received 05/03/17, Dated 05/03/17 from Michael J. Darcy, CAE, Executive Director, NJL League of Municipalities re Daily Update RE: III. Contest Invitation from the Mayors Wellness Campaign

Councilwoman Latner asked if anyone was going to be filming during the Color Run to possibly submit as an entry for the contest. Mayor Glidden asked her to send him information tomorrow regarding same so he could follow up.

Item No. 2b.III: Received 05/03/17, Dated 05/03/17 from Michael J. Darcy, CAE, Executive Director, NJL League of Municipalities re Weekly Round-Up RE: May 5, 2017 Weekly Update, III. Also of Interest, e. NJOHSP Overview of FirstNet and JerseyNet (Copy to Chief Kaine, Chief Lupardi, OEM Coordinator)

Councilwoman Latner asked the Chief if any of our Officers attended the training; and he informed they did not but said they hold them all over the State and they would at a future date.

CLOSTER MAYOR AND COUNCIL
WORK SESSION NOTES – MAY 24, 2017 – 7:30 P.M.

Item No. 3: Received 05/05/17, Dated 05/01/17 from Carol R. Weider, 6 Willow Road, to Shade Tree Commission; c: Mayor and Council, William Dahle, III, DPW, Mr. & Mrs. Arthur Pavlik, Mr. & Mrs. Michael Fanelli, Mr. & Mrs. Leonard Vecchio, c/o Vecchio Greenhouses re Request to address the “deplorable condition of the easement between Willow Road and Leonard Avenue” (Distributed 5/10/17)

In answer to the Mayor, Borough Attorney explained the DPW did some cleaning up there approximately two years ago. Borough Administrator pointed out it is not an easement but actual Borough property, though undersized. Councilman Di Dio asked if it could be added to the DPW maintenance list. Mr. Dolson explained it wasn’t an issue of the lot being overgrown but the resident was concerned about a fallen tree. He figures one of the neighbors is maintaining a large part of it because it’s essentially their backyard. Mayor Glidden asked the Borough Administrator to take care of this issue.

Item No. 9: Received 05/09/17, Dated 05/09/17 from Maria DeSimone, resident and former Land Use employee; c: Loretta Castano, Borough Clerk, Edward Rogan, Esq., Boswell Engineering; Planning Board, Zoning Board of Adjustment, Fire Department, Frank Tortora, Esq. re Request for clarification regarding *possible* higher density housing project approved for the Colgate-Palmolive property on Perry Street; and information regarding notification to the public

Mayor Glidden informed he met with Maria DeSimone and indicated there is no approved or planned project for that property; it is only being cleaned up for DEP issues. Mr. Dolson noted she indicated to him her concern about rezoning that residential area; and he informed there would be no zoning changes. Councilman Di Dio said one of the neighbors thought it would be nice if the Shade Tree Commission or the Borough planted some street trees in front of the property because it looks barren. He requested the Commission look into same.

Item No. 2b.III: Received 05/03/17, Dated 05/03/17 from Michael J. Darcy, CAE, Executive Director, NJL League of Municipalities re Weekly Round-Up RE: May 5, 2017 Weekly Update, III. Also of Interest, d. 2017 Financial Disclosure Statements Guidance Issued

Councilman Yammarino said he spoke to Chairman Steve Roland today; and he informed that only 26 out of 160 FDS have been submitted so far; and he asked if the Council could follow up with their respective Boards and Commissions to pass along the information as the May 30th deadline is approaching. Borough Administrator voiced his understanding the Deputy Borough Clerk would be able to assist in the event of a lost PIN number; and noted he had to get a new one as he changed job titles.

b. MAIL LIST OF MAY 18, 2017 – Mayor Glidden asked if any member of the Council wished to address any matter or provide any comments. Item Nos. 5, 6b and 10 were removed by Councilwoman Latner.

Item No. 5: Received 05/17/17, Dated 05/12/17 from Robert Esposito, Director, Bergen County Division of Community Development And Annemarie C. Uebbing, Director, U.S. Department of Housing and Urban Development, Community Planning and Development Division, Attention: Borough Clerk re Three Year Cooperative Agreement Renewal - Informing that Bergen County is scheduled to re-qualify as an Urban County entitlement group under the Community Development Block Grant Program for the three-year period beginning 7/1/18 to 6/30/20 - Reminding the current agreement contains an automatic renewal clause and requesting passage of a Resolution stating intent to continue as a participant in the Urban County entitlement program due **6/12/17**; sample resolution enclosed; Also Renewal of Three Year Cooperative Agreement from 7/1/18 to 6/30/20 – to be executed by **6/30/17** – Sample Resolution and Agreement enclosed

In answer to Councilwoman Latner, Borough Administrator informed both Resolutions on the Agenda this evening are in response to this request. The County is sending couriers to each municipality to retrieve the approved Resolutions.

Item No. 6b: Received 05/17/17, Dated 05/17/17 from Old Tappan Borough Clerk to Bergen County Municipal Clerks re Supporting A-4666/S-3080 re moratorium on Affordable Housing and A-4667/S-3081 establishing Affordable Housing Obligation Study Commission

In answer to Councilwoman Latner, Mayor Glidden informed these were in conjunction with the Bills from Assemblywoman Holly Schepisi; and reminded the Borough already passed a Resolution.

CLOSTER MAYOR AND COUNCIL
WORK SESSION NOTES – MAY 24, 2017 – 7:30 P.M.

Item No. 10b.I.a: Received 05/12/17, Dated 05/12/17 from Michael J. Darcy, CAE, Executive Director, NJL League of Municipalities re Weekly Round-Up RE: May 12, 2017 Weekly Update, I. State Policy Issues; a. Governor Conditionally Vetoes Transfer of PFRS Management Bill (Copy to Chief Kaine, Pension Certifying Agent)

Councilwoman Latner wanted to point out the PFRS Bill was conditionally vetoed.

5. REVIEW AND DISCUSSION OF CONSENT AGENDA ITEMS FROM REGULAR MEETING
(Refer to Regular Meeting Agenda of May 24, 2017)

Mayor Glidden asked if any member of the Council wished to discuss any of the Consent Agenda Items. Item No. 5a-1 was referred to by Borough Administrator; Item No. 15 was removed by Borough Engineer; Item No. 15a was added by Borough Clerk.

5a-1. INTRODUCTION OF THE FOLLOWING ORDINANCE (Received from Bond Counsel 5/23/17)
PUBLIC HEARING AND ADOPTION - 6/28/17 @ 8 P.M. OR AS SOON THERAFTER AS THE
MATTER MAY BE HEARD:

BOND ORDINANCE NO. 2017:1226, “AN ORDINANCE OF THE BOROUGH OF CLOSTER, IN THE COUNTY OF BERGEN, NEW JERSEY, PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND FOR THE BOROUGH AND APPROPRIATING \$525,000 THEREFOR AND PROVIDING FOR THE ISSUANCE OF \$498,750 IN BONDS OR NOTES OF THE BOROUGH OF CLOSTER TO FINANCE THE SAME”

Borough Administer explained this is part of the annual capital funding plan; and this ordinance includes necessary timely items such as vehicles and equipment for the Police Department, Fire Department and DPW necessitating this piecemeal approach. The ordinance includes turnout gear for new members of the Fire Department. It also includes two police cars, two trucks for the DPW, Scott Packs for the Fire Department and personalized breathing apparatus for the Police Department. Mr. Dolson did not want to hold up these items as the rest of the capital items continue to be deliberated and he requested support for same.

15. RESOLUTION AUTHORIZING BOSWELL ENGINEERING TO PREPARE PLANS AND SPECS AND SECURE QUOTES FOR SIDEWALK CONSTRUCTION ON CLOSTER DOCK ROAD (Received from Borough Attorney 5/23/17)

Borough Engineer referred to an e-mail he received today from the Police Chief; and he suggested that this resolution be postponed until the necessary safety equipment is installed. Borough Administrator said he had made a recommendation last week that we mirror the Homans Avenue and Piermont Road signals to incorporate the left turn lanes. The County agreed but also suggested that walk signals be installed because of the bus stops.

15a. RESOLUTION ENDORSING SUBMISSION OF THE 2016 MUNICIPAL RECYCLING TONNAGE GRANT APPLICATION DESIGNATING CAROLE DACEY TO ENSURE PROPER FILING OF SAID APPLICATION (Requested by Carole Dacey 5/24/17)

Borough Clerk asked that this routine item be added to the Consent Agenda; and no objections were voiced.

6. COMMITTEE REPORTS

A. FINANCE AND TECHNOLOGY – YAMMARINO (BARAD/DI DIO)

1) REPORT RE CLOSTER WEBSITE – Councilman Yammarino reminded Kevin Whitney (IT Coordinator) circulated information regarding detecting suspicious e-mails entitled *Social Engineering Red Flags* and asked all to review same for work as well as home use.

6. COMMITTEE REPORTS (Continued)

A. FINANCE AND TECHNOLOGY – YAMMARINO (BARAD/DI DIO) (Continued)

2) REPORT – Mr. Yammarino reported the Finance Committee will meet next week to review and discuss Capital Budget requests.

The Historic Preservation Commission did not meet this month; but Mr. Yammarino had some pictures from the County Historic Preservation Awards ceremony which he passed around.

In terms of the Recreation Commission, he noted the upcoming 5K was going to be huge and informed there were two individuals in the audience this evening to speak on same.

Larry Reines, 14 Pearle Road, and Niti Agarwal, 32 Taylor Drive, thanked Chief Kaine and the Police Department as well as DPW Superintendent, Bill Dahle, and the Department of Public Works for their enthusiasm and willingness to assist with the 1K/5K Color Fun Run (to Fight Cancer) with over 1,000 participants. They said it is wonderful these guys are willing to open their hearts to help this great cause. Mayor Glidden said it is a tragedy but was pleased to see the community come together to support the event. He thanked Mr. Reines and Ms. Agarwal for their assistance in organizing the event. The Children's 1K will take place at Memorial Field on June 4th at 9 a.m.; the Color Blast will take place at 9:30 a.m. and the 5K run starting at 9:45 a.m. In answer to Councilwoman Chung, Mr. Reines informed the color blast is made of colored corn starch.

Councilman Barad entered the meeting at 7:55 p.m.

Councilman Yammarino reported he is assisting with the Senior Service Program and there are 9 students this year in a group working from 8 a.m. to 1 p.m. as they have adequate grades in school so they work instead. They work with various companies and organizations in the Borough; and he asked if there was anything in the Borough Hall they could do in the event any of them were looking to go on to college or pursue a career in government. He noted they are currently assisting with the 5K and the Hoe Down and setting up for the Memorial Day Parade. Borough Administrator noted there is a group doing trail work and another group is working at the MacBain Farm.

B. PUBLIC SAFETY – LATNER (DI DIO/CHUNG)

1) REPORT – Councilwoman Latner informed she was going to discuss the 5K under her report as she reached out to thank the Chief when the reports of the number of participants started coming in. She said buses donated by Rinaldi will be parked over by Hillside School as there will not be enough parking for all of the participants near the event. She extended her gratitude for all of the volunteer work that has been put into same. In answer to Councilwoman Chung, Chief Kaine informed parking will be available at Tenakill School but only on the High Street side because the volunteers will be along the Harrington Avenue and West Street side so there will be a hard closure. He affirmed both schools will be open for use of the restrooms. Chief Kaine recommended everyone use Hillside School as that is where the buses will be located.

As Liaison to the Northern Valley Regional High School, Mrs. Latner reported there were two information sessions on drug and alcohol abuse; and she was able to attend one while Chief Kaine attended the other at Old Tappan. Dr. Gordon reported Advanced Placement (AP) enrollment increased from 1,100 to 1,600 with a lot of dual accreditation enrollments. 75% of the students this year opted to enroll in an 8th grade class instead of having a free period, so there are a lot of new academic programs continually being added. 100% of the Senior class is graduating with 95% going on to higher education. This year's budget increase is at 1.98% and last year's increase of 1.79% was the lowest in Bergen County of all the high achieving districts which helped the taxpayers. Dr. Gordon has to leave the school district even though they negotiated a 5-year contract. The State has all kinds of mandates and requirements and he would be penalized if he continued to work beyond the initial two years, so they are looking for a new Superintendent. She voiced her dismay as Dr. Gordon really achieved a lot in his time at the High School.

The Chamber of Commerce will be having an event on June 1st at Locale from 6:30 p.m. to 8:30 p.m. and all are invited to attend.

6. COMMITTEE REPORTS (Continued)

B. PUBLIC SAFETY – LATNER (DI DIO/CHUNG) (Continued)

Councilwoman Latner reported the fence bordering the parking lot was installed; and some new shelving was put up at the Library. There are a lot of summer programs for younger children this year to join. She was pleased to report the generators are finally being installed next Wednesday, so a notice was sent that the Library will be closed until 5 p.m. and they will be open that evening from 5 p.m. to 9 p.m. In answer to Mrs. Latner, Chief Kaine informed the DPW has the key to the building.

Councilwoman Latner reported the Northern Valley Coalition is holding a meeting at Bergen Community College on May 31st called Knock Out Opioid Abuse from 1 a.m. to 12 noon.

C. PUBLIC WORKS - CHUNG (LATNER/AMITAI)

1) REPORT – Councilwoman Chung reported the DPW is busy with preparations for the 5K run, Memorial Day and Hoe Down events coming up. She informed the DPW Superintendent asked her to request that in the future, before approval is given for any major event, that he and the Chief be notified first so they can go through the logistics. Mrs. Chung is not aware of what the procedure was and asked the Borough Administrator for clarification. Mr. Dolson said this is not in response to her question in particular but advised we are going to have to have a policy of the governing body to instruct the Boards and Commissions, whose authority is limited to the advice and consent of the governing body, that they are required to obtain authorization from the governing body. Additionally, prior to incurring any expenses, they need to provide a written request to his office to ensure the funds are available in the Budget for same. These things would reveal to us the types of events that require some additional oversight. Borough Attorney informed there should have been a written request, a discussion and a Resolution of Approval after input was received from the Police Department and DPW to coordinate resources. Mr. Dolson said we don't want to curtail activities; they need to be coordinated better. There may come a day when two or three groups pick the same date and nobody was made aware of it. He asked the respective Liaisons to communicate same to their Boards and Commissions. Councilman Yammarino voiced his understanding that Recreation got invited into the event by a group of parents and friends who coordinated it. Mr. Dolson supported these events and said it is great that everyone is enthusiastic; but as the authority and administration of the community, we really need to know. Councilwoman Latner recalled earlier in the meeting when Mr. Reines thanked the Borough for their accommodations; and she said she had been unaware of all of those things. Borough Administrator said his office deals with fiscal security of the community; the selection process is not always as thorough as it should be; and our office spends a lot of time with different vendors and tracking down the appropriate information or finding out at a late point in time the group is unable to perform what the group that hired them originally thought they were capable of doing; and it wastes a lot of time and effort. Having more oversight of events would benefit everybody and be in the best interests of the Borough.

Mrs. Chung reported the DPW Superintendent went out to Ruckman Park to investigate Councilwoman Amitai's claims there is one light that is either on all the time or off all the time; and he has been unable to find an issue with any of the lights. Mr. Dolson referred back to the Library generators and reminded it is the same vendor we are using for the lighting project; and said they are not participating in the requirements that we have; and we are going to lose the grant for the Ruckman Park Lighting Project. It needs to be complete by July 17th and that isn't going to happen, which is a shame because this is a \$70,000 or \$80,000 project. This is a vendor that was approved through the Middlesex Regional Co-Op; and they are just not responding. In answer to the Borough Engineer, he informed there was no contract involved. He reminded that several weeks ago, he mentioned there was a citizen that was trying to help the project but actually made it worse. A few years ago they had the entire (grant) package; and it was estimated the cost would be around \$250,000; then it came back down to where it belonged. It was then dissected and that's where the mistake was made; so where we are now is missing a piece of the field being done; and the vendor has moved on to other projects. The owner had also told him, in regards to the generator at the Library, that Orange and Rockland was not being cooperative; but that is not the case at all; they only applied to do it last week to shut the electric off for the installation. In answer to Mrs. Latner, Mr. Dolson said he had his staff go through the available vendors; and they verbally contacted every one of them. He spoke to the Recreation Director and Bill Dahle and asked them both to be expeditious and cooperative

6. COMMITTEE REPORTS (Continued)

C. PUBLIC WORKS - CHUNG (LATNER/AMITAI) (Continued)

with the potential new vendors to try to get this in under the wire because it is obvious we aren't getting anywhere with the current vendor. Councilman Di Dio asked if we had any recourse without a contract and Mr. Dolson said we did not; and Mr. Di Dio asked why we entered into an agreement without a contract. Mr. Dolson said he did not present it as the work has not been completed; and we can't hold back funds because it was a mistake that was made; and we have to prove we paid the vendor. We paid the vendor; and the County came back and said the vendor had to be certified by an Engineer for the work being performed; and he has called the vendor several times in the past 5 weeks. He prepared the paperwork for them; and all they have to do is get a certifying signature and a stamp; but he has not heard back. It is not a good relationship.

Councilwoman Chung reported there was a small circuit fire at Memorial Field that she believes has been remediated; and no major destruction was incurred.

D. ORDINANCES - BARAD (YAMMARINO/AMITAI)

1) REPORT RE ORDINANCE COMMITTEE MEETINGS – Councilman Barad reported there was no Ordinance Committee meeting in May but there is one scheduled for June 13th. Road Openings are a pending item of business because they would like to rework the ordinance. After the last meeting, they requested feedback from the Borough Engineer and DPW Superintendent. Mr. DeNicola got back to them right away and they are waiting for Bill Dahle. He asked Councilwoman Chung to remind him of same; and she agreed to do so. Dr. Barad recalled previous discussions about snow removal; and noted they are still waiting for Billy to have the discussion. Mrs. Chung noted Mr. Dahle mentioned same and said he was going to canvass other towns to see how they handle it. Dr. Barad asked that if the Council meetings aren't convenient for him, that he please schedule another time to meet with them to discuss same.

2) REPORT

E. HUMAN RESOURCES - DI DIO (CHUNG/LATNER)

1) REPORT RE PERSONNEL COMMITTEE MEETINGS – Councilman Di Dio reported the Human Resources Committee has not met but they were prepared to look at the resumes for the Health Department; but it is his understanding they are being sent directly to the Board of Health.

2) REPORT – Mr. Di Dio reported Closter schools are coming to an end with a productive year and the teachers are preparing for the next school year.

At this time, Mr. Dolson informed the ad for the Health Department instructs to direct resumes to him, but he has not received any. In response to Mr. Di Dio, Mr. Dolson said it was not what the ad requested. He informed he also only had one response for the Zoning Officer requested by Councilwoman Amitai. In answer to Mrs. Chung, he said they are on the Borough website and the League of Municipalities. He explained it is for a Certified Municipal Registrar; we are looking for someone with experience and there is a small pool of qualified applicants. Borough Attorney informed while he was looking into places to post the ad, that Indeed.com is free for the first month; and they have municipal postings on it including Municipal Registrar. Councilman Di Dio asked if a person is uncertified, can they take the classes to become certified. Borough Attorney said the Registrar right now needs to be certified; and the course is only 3 days online; but is only offered at certain times of the year. The classes are taken and then they have to pass a test to get certification. It is not like other municipal positions that take years.

F. LAND USE AND CONSTRUCTION - AMITAI (BARAD/YAMMARINO)

1) REPORT – Councilwoman Amitai was not present this evening; therefore, no report was provided.

7. OLD BUSINESS

- a. DISCUSSION WITH DPW SUPT. RE FOLLOWING ITEMS (Requested by Mayor Glidden @ WS 3/22/17/Carried from WS 4/12/17/Carried from WS 4/26/17/Carried from WS 5/10/17:

At this time, Mayor Glidden informed the following two matters were already discussed and these items can be removed.

- 1) SNOW REMOVAL
- 2) RUCKMAN PARK WALKING PATH ADDITIONAL LIGHTING

3) PONDING ON VER VALEN STREET - Borough Engineer advised that he had spoken to the DPW Superintendent who has never witnessed any ponding; and Borough Administrator advised that Vervalen Street is scheduled to be repaved in July. Therefore, Mayor Glidden asked that this item be removed.

- b. THIRD STREET COMMUTER PARKING – PAVING, LIGHTING AND SIDEWALKS
(Discussed at WS 4/12/17/Resolution requested by Borough Engineer @ WS 4/26/17 - to be prepared by Borough Attorney)

Borough Attorney advised this item is on the Agenda as Item No. 15 for the Borough Engineer to prepare the plans and specifications; and as indicated by the Borough Engineer, implementation would be held up until the County approves the traffic lights.

8. NEW BUSINESS

Relative to West Street, Borough Engineer said a survey would be needed for properties from Westminster to Closter Dock Road at a cost of \$7,600 in order to get a consistent right-of-way and to provide a topo to determine any critical issues for the installation of the sidewalk. Mayor Glidden cited the need for access to a sidewalk from the Leo property; and said it appears that this matter should be investigated to see if same is feasible. If we decide to go ahead, we would be looking for grants; and Borough Engineer said the sidewalk itself is relatively cheap, but what is expensive is the installation of retaining walls, relocating utility poles and other necessary ancillary items. Councilwoman Latner noted that in the past, the PTO had a fundraiser to purchase a van for the family; and the boys are trying to live their lives and be productive. Mayor Glidden said he would inform the family about the progress of the request. He asked that this be placed on the Agenda for the next meeting.

9. OPEN MEETING TO THE PUBLIC FOR ANY MATTER PER NJSA 10:4-12(A) SUBJECT TO A 5-MINUTE LIMIT (PER GENERAL RULE NUMBER 11) EXCEPT FOR ITEMS SCHEDULED FOR PUBLIC HEARING AT THE REGULAR MEETING

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

10. DISCUSSION OF PUBLIC COMMENTS, IF APPROPRIATE

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

Councilman Barad suggested a Joint Board meeting be organized now that the Plaza is wrapping up; and Mayor Glidden said he would send out an e-mail to the heads of the Planning and Zoning Boards.

CLOSTER MAYOR AND COUNCIL
WORK SESSION NOTES – MAY 24, 2017 – 7:30 P.M.

12. ADJOURNMENT

Motion to adjourn the Work Session at 8:24 p.m. was made by Councilman Di Dio, seconded by Councilman Barad and declared unanimously carried by Mayor Glidden.

Provided to the Mayor and Council
on June 1, 2017 for approval at
the Regular Meeting to be held
June 14, 2017

Loretta Castano, RMC
Borough Clerk

Prepared by Carol A. Kroepke, RMC
and Arlene M. Corvelli, RMC, utilizing
recording and Borough Clerk's
notes

Approved at the Regular Meeting held June 14, 2017
Consent Agenda Item No. 21b.