

PENDING ITEMS FOR DISCUSSION & POLICY DIRECTION AT WORK SESSION

TUESDAY, AUGUST 7, 2018

I. NEXT 8PM AGENDA – For review, prior to next meeting, discussion at meeting and decision to add to the agenda or not to further consider:

A. See Agenda for 08.07.18

1. Kerry Pflugh – NJDEP Public Relations representative requested to speak with the Township Committee at 7:00 pm. Information requested.
2. Chamber of Commerce photo contest – Presentation of Awards at 8:00 pm

II. ITEMS FOR WHICH TOWNSHIP COMMITTEE ACTION MAY OCCUR

1. Affordable Housing Implementation
 - 09.12.18 Planning Board adopts Housing Element
 - Multiple Steps in 90 Days
2. Memorial Field Artificial Turf Field Committee update
 - Thursday, August 9, 2018, 7:00 pm meeting
3. Fire Truck Committee update
 - First Meeting in late August
3. Date for JIF Land Use Training
4. New Planner Needed
 - Successor Planner required
5. Ridgewood Water Committee update
 - Resolution sent to Glen Rock, Midland Park, and Gov. Murphy, District 40 Legislators
 - Pending memo from Mr. Fiorenzo
6. Orange & Rockland Committee update
 - OPRA reply pending
 - Township Committee to contact NJBPU Commissioners
 - O & R Reply to NJBPU
7. Ridgewood Water – Efforts to effectuate change. Requesting additional ideas.
 - Researching similar water utilities with Gary Higgins
8. Preservation of Historic Structures – Tom Garlick researching

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9. Letter from neighbors at #416 & 420 Weymouth Drive – School Busing
 - FAQs from NJDOE regarding busing and sidewalks
 - See Administrator memo
10. Updates – See memos
 - Annual Road Paving
 - Crescent Avenue Paving
 - Lafayette Avenue Paving
11. Request approval of 2018 NJDOT Grant Application – Greenwood Avenue
 - If awarded - earliest paving would be August 2019. (The Shop Rite is expected to be opened for Thanksgiving 2018.)
12. Do we reply to Cole Schotz's undated letter regarding marijuana?
13. Ridgewood Water letter dated July 26, 2018 requesting the Township Committee adopt a water conservation ordinance.
14. Proposal to purchase 500 recycling barrels and sell them to Wyckoff residents.
15. Lakeland Bank request for return of escrow deposit for interior block parking.
16. Closed session discussion – possibly acquire property for special needs housing.

III. FOR YOUR INFORMATION

1. August 21, 2018 – NJ Police Chiefs Association tentatively scheduled to present accreditation status to Township Committee and Police Chief Murphy.
2. August 21, 2018 – Two resolutions regarding liquor license renewal and transfer of license ownership.
3. Wyckoff Parks & Recreation Foundation proposal to install artificial turf on Memorial Field (former band shell field).
 - Proposal to Township Committee pending
 - Ask two Township Committee liaisons if you have questions
 - Revised cost proposal for field only still not submitted.

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4. **Affordable housing Project Team** meeting minutes. The Township Committee has authorized and in-house project team with assistance from a CPA, Robert Landel and the Affordable Housing Planner. The Township Committee is the Affordable Housing Authority that oversees the process, which is why I am providing meeting minutes.

IV. FUTURE MEETINGS & REQUESTS FOR PRESENTATIONS (None)

Robert Shannon

From: Pflugh, Kerry <Kerry.Pflugh@dep.nj.gov>
Sent: Tuesday, July 24, 2018 9:40 AM
To: Joyce Santimauro; McLeod, Allison
Cc: Robert Shannon; Fenderson-Singh, Nateshea
Subject: RE: Wyckoff Meeting August 7 at 7pm

Joyce, hello! This is just a meet and greet. I will be introducing myself and the role my office plays in supporting towns. I probably only need about five minutes. I also am happy to answer any questions or concerns the mayor or council may have. Please let me know if you need anything further. Kerry

From: Joyce Santimauro <wyckoffclerk@wyckoff-nj.com>
Sent: Tuesday, July 24, 2018 9:35 AM
To: McLeod, Allison <Allison.McLeod@dep.nj.gov>; Pflugh, Kerry <Kerry.Pflugh@dep.nj.gov>
Cc: Robert Shannon <wyckoffadm@wyckoff-nj.com>
Subject: Wyckoff Meeting August 7 at 7pm

Dear Kerry & Allison:

This email is to confirm your appointment to speak with the Wyckoff Township Committee on August 7, 2018 at 7pm. The committee has asked if you could send us information on the topics you will be speaking about so they can prepare themselves.

Thank you & we look forward to meeting you.
Regards,

Joyce Santimauro
Municipal Clerk
Township of Wyckoff

Wyckoff Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481

Robert Shannon

From: Robert Shannon
Sent: Monday, July 23, 2018 8:03 PM
To: Joyce Santimauro
Subject: contact Kerry plugh's NJDEP office

Joyce, please contact her office and remind her she is scheduled for 7pm on Tuesday 8-7-18. Ask her to send us info which she wants to speak on so the Township Committee can prepare themselves for her topics. Tell her the Township Committee has requested this info.

thanks, bob

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From: Robert Shannon

Sent: Monday, July 02, 2018 8:05 AM

To: Nancy Cole <ncole@wyckoff-nj.com>; Joyce Santimauro <wyckoffclerk@wyckoff-nj.com>

Subject: Kerry Pflugh - NJDEP Communy relations person wants to visit TC meeting on 7-17-18

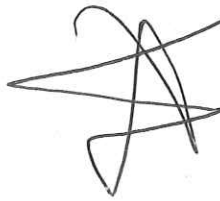
Nancy , can you advise Joyce as to the contact number for Kerry Plugh. Ms. Pflugh is the NJDEP rep whose job it is to visit municipalities and give updates on NJDEP activities. She cancelled two previously meetings with me and now wants to attend a Township Committee meeting. I prefer using the work session for this purpose and on the 17th we have a ceremony of swearing Carson Alnor as a Jr firefighter at 8PM. Joyce please call her and confirm she has 15 – 20 minutes starting at 7PM.

I am hoping the Township Committee will pepper her with questions regarding why the NJDEP is a revenue producing agency on the backs of the municipalities. For example when we obtained our permit for the Charles Ave compost facility it was free. Now we pay appx. \$21,000 to the NJDEP ANNUALLY for that permit each year and every 5 years we have to suffer Eng. expenses to resubmit a new site plan and comply with new rules promulgated by the NJDEP which make composting more difficult. I am hoping she will be asked to help with the never ending use of the Russell ave. infield for construction projects all over north jersey.

thank you Bob

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Robert Shannon

From: Robert Shannon
Sent: Monday, July 23, 2018 8:06 PM
To: Joyce Santimauro
Subject: contact Barbara Petruccelli

Joyce please contact Barbara and ask her to send their agenda to the Township Committee so the Township Committee can be prepared. For example, - The number of awards they are giving out ? the categories of the awards? the names of the winners? Who will join her – Howie, etc. ? Tell her the Township Committee wants to know so they can prepare themselves for their comments. thanks bob

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Robert Shannon

From: Robert Shannon
Sent: Thursday, July 26, 2018 7:46 AM
To: Brian Scanlan; 'Rob Landel'; Rudolf Boonstra; Elizabeth C. McKenzie (ecmcke@gmail.com)
Subject: Housing Element and Fair share plan project Team - Compliance condition 1

Brian, Rudy, Betsy, and Rob , good morning, COMPLIANCE CONDITION 1

I had a brief discussion with Betsy yesterday. The next step to implement Judge Toskos's "7-23-18 Conditional Order of Compliance in the Fair share/Housing Element litigation process towards achieving a "Final judgment of Compliance" is a public hearing before the Wyckoff Planning Board for the purpose of:

1. Master Plan hearing of the Fair Share Plan/Housing Element which is an "element or chapter" of the Wyckoff Master Plan.
2. At the conclusion of that public hearing the Planning Board shall adopt the Mater Plan and refer it to the Township Committee for endorsement.
3. Betsy is working diligently to prepare all the necessary background information for the Planning Board to review to prepare and complete this task. Betsy will be in attendance at this PB public hearing. It shall be on Wed. 9-12-18. As way of a reminder I will be on vacation leave attending Tim's wedding in Maine during that time. Therefore , these pre- hearing details must be completed. They include: a 10 day notice published in the paper, notice to all property owners owning property contemplated for AH zoning mailed by Certified RR mailing, preparation of a resolution the PB can consider, adopt and refer to the Township Committee. (as per Betsy's instruction yesterday) Other may exist also.
4. I am sending this today since your assistance in your role as the Township Committee members serving on the PB will be required.
5. Any questions, please ask sooner than later.

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Robert Shannon

From: Robert Shannon
Sent: Wednesday, July 25, 2018 7:03 AM
To: 'Betsy McKenzie'; Rob Landel
Subject: RE: In the Matter of the Application of the Township of Wyckoff's Housing Element and Fair Share Plan; Docket No. BER-L-6224-15; Conditional Order of Compliance entered by Judge Toskos on July 23, 2018

Rob, I arrived to the office a short while ago and read the tasks required to be completed in the next 120 days. I will reach out to you and or Betsy sometime today or tomorrow to ensure I understand them. This is a very short window and it will have to be a priority. I am booked today with a 7AM, 8AM, 10AM which will last 4 hours and a 3PM meeting. I have meeting in Trenton tomorrow that I think I can get out of so. I will look to start tomorrow. Expect me to call today or tomorrow with procedural questions, Bob

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From: Jennifer Young [mailto:jyoung@lbklaw.com]
Sent: Tuesday, July 24, 2018 4:45 PM
To: Robert Shannon
Cc: 'Betsy McKenzie'; Rob Landel
Subject: FW: In the Matter of the Application of the Township of Wyckoff's Housing Element and Fair Share Plan; Docket No. BER-L-6224-15; Conditional Order of Compliance entered by Judge Toskos on July 23, 2018
Importance: High

Hi, Bob. Hope all is well. Pursuant to the attached Order signed by Judge Toskos yesterday, please arrange for the \$5,000 payment to be made to Fair Share Housing Center within 30 days.

Further, the Order provides that the Township must comply with the conditions set forth in paragraph 3 within 120 days. Realistically, we would like to accomplish this so that a Final Hearing can be scheduled within 90 days (which would bring us to October 21st), and we would have to provide notice 30 days prior to the Final Hearing (which would be on or about September 21st).

As always, please contact us with any questions or comments.

Best,
Jen

Jennifer L. Young
Paralegal to Robert E. Landel, Esq.
and Joseph G. Kalosieh, Esq.

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From: Jennifer Young
Sent: Tuesday, July 24, 2018 4:40 PM
To: 'frankbanisch@banisch.com' <frankbanisch@banisch.com>; 'valentina.dipippo@dol.lps.state.nj.us' <valentina.dipippo@dol.lps.state.nj.us>; 'Josh Bauers' <joshbauers@fairsharehousing.org>; 'kevinwalsh@fairsharehousing.org' <kevinwalsh@fairsharehousing.org>; 'donnagomez@fairsharehousing.org' <donnagomez@fairsharehousing.org>; 'seisdorfer@hillwallack.com' <seisdorfer@hillwallack.com>; 'tcarroll@hillwallack.com' <tcarroll@hillwallack.com>; 'jeffrey.kantowitz@gmail.com' <jeffrey.kantowitz@gmail.com>; 'ejbuzak@buzaklawgroup.com' <ejbuzak@buzaklawgroup.com>; 'Jacey Raimondo' <JaceyR@habitatbergen.org>; 'rrh@huntingtonbailey.com' <rrh@huntingtonbailey.com>; 'bscanlan@wyckoff-nj.com' <bscanlan@wyckoff-nj.com>; 'wyckoffclerk@wyckoff-nj.com' <wyckoffclerk@wyckoff-nj.com>; 'wyckoffadm@wyckoff-nj.com' <wyckoffadm@wyckoff-nj.com>; 'planningboard@wyckoff-nj.com' <planningboard@wyckoff-nj.com>; 'ecmcke@gmail.com' <ecmcke@gmail.com>; 'sliebman@wellslaw.com' <sliebman@wellslaw.com>; 'Felsenstein, Darrell' <DFelsenstein@wellslaw.com>; 'Baum, Jeanne' <JBaum@wellslaw.com>
Cc: Rob Landel <rlandel@lbklaw.com>
Subject: In the Matter of the Application of the Township of Wyckoff's Housing Element and Fair Share Plan; Docket No. BER-L-6224-15; Conditional Order of Compliance entered by Judge Toskos on July 23, 2018

Good afternoon. Please see attached correspondence, with enclosure, from Mr. Landel in connection with the above matter.

Jennifer L. Young

Paralegal to Robert E. Landel, Esq.
and Joseph G. Kalosieh, Esq.

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Robert Shannon

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Sent: Tuesday, July 24, 2018 4:45 PM
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Subject: FW: In the Matter of the Application of the Township of Wyckoff's Housing Element and Fair Share Plan; Docket No. BER-L-6224-15; Conditional Order of Compliance entered by Judge Toskos on July 23, 2018
Attachments: doc02401720180724162354.pdf
Importance: High

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As always, please contact us with any questions or comments.

Best,
Jen

Jennifer L. Young
Paralegal to Robert E. Landel, Esq.
and Joseph G. Kalosieh, Esq.

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+ Admitted in NJ, NY
LL.M. in Taxation
Admitted in NJ, NY & DC
* Court-Approved Mediator

July 24, 2018

To All Parties on the Annexed Service List

**Re: In the Matter of the Application of the Township
of Wyckoff's Housing Element and Fair Share Plan
Docket No. BER-L-6224-15**

Dear Party-in-Interest:

This office represents the Township of Wyckoff with regard to the above-referenced matter. In connection therewith, enclosed for service upon you is a copy of a Conditional Order of Compliance. The enclosed Order was entered by the Honorable Menelaos W. Toskos, J.S.C. on July 23, 2018.

Very truly yours,

LANDEL, BERNSTEIN & KALOSIEH, LLP


Robert E. Landel

REL:jly
Enclosures

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VIA EMAIL ONLY

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Iselin, New Jersey 08830

Advance Housing, Inc.
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Teterboro, New Jersey 07601

Columbia Bank
19-01 Route 208 N.
Fair Lawn, New Jersey 07410

C+C Architecture
930 Newark Avenue
Floor 3
Jersey City, New Jersey 07306

Citi Bank
480 Washington Boulevard
19th Floor, Room 103
Jersey City, New Jersey 07310

Garden State Episcopal CDC
514 Newark Avenue
Jersey City, New Jersey 07306

Jersey City Housing Authority
400 US Highway 1
Bldg. 7 (Marion Gardens)
Jersey City, New Jersey 07305

Landmark Urban Fund
675 Garfield Avenue
Jersey City, New Jersey 07305

Saint Joseph's Home/York Street Project
89 York Street
Jersey City, New Jersey 07302

Urban League Affordable Housing and
Community Development Corporation
253 Martin Luther King Drive
Jersey City, New Jersey 07305

Women Rising, Inc.
270 Fairmount Avenue
Jersey City, New Jersey 07306

City of Paterson
125 Ellison Street
Second Floor
Paterson, New Jersey 07505

Community Options, Inc.
41 William Street
Wayne, New Jersey 07470

New Jersey Community Development Corp.
PO Box 6976
Paterson, New Jersey 07509

Paterson Habitat for Humanity
PO Box 2585
Paterson, New Jersey 07509

Paterson Housing Authority
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Paterson, New Jersey 07509

Saint Paul's Community Development
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Iselin, New Jersey 08830

Joseph H. Burgis, PP, AICP
Professional Planner
Burgis Associates, Inc.
25 Westwood Avenue
Westwood, New Jersey 07675

Stanley Goodman
Friends of Wyckoff
691 Birchwood Drive
Wyckoff, New Jersey 07481

Abma & Sons, Inc.
700 Lawlins Road
Wyckoff, New Jersey 07481

Rockland Electric Company
c/o Palmatier
One Blue Hill Plaza
Pearl River, New York 10965

Fox Hedge, LLC
Wycross, LLC and Munico Associates
505 Main Street, PO Box 667
Hackensack, New Jersey 07601

Thomas Palumbo
Land Acquisitions Manager
PulteGroup
150 Allen Road, Suite 303
Basking Ridge, NJ 07920

Banisch, PP ("Special Master"), appearing, and Stuart D. Liebman, Esq. appearing on behalf of Intervenor Canterbury Development Corp. ("Canterbury"); and

THE COURT HAVING received the testimony of the Special Master, Frank Banisch, PP, and the Petitioner's professional planner, Elizabeth C. McKenzie, PP, AICP; and

THE COURT HAVING received into evidence the following documents offered by Petitioner:

P-1 Curriculum Vitae of the Township's Professional Planner, Elizabeth C. McKenzie, PP, AICP.

P-2 Settlement Agreement between the Township of Wyckoff and Fair Share Housing Center dated June 12, 2018 and fully executed on June 18, 2018.

P-3 Report of the Special Master, Frank Banisch, PP, dated July 15, 2018.

P-4 Affidavit of Service of Notice of Fairness Hearing and Publication dated July 12, 2018.

THE COURT HAVING considered the Report of the Special Master, dated July 15, 2018, evaluating the fairness of the Agreement and the Special Master having concluded in his Report that the Agreement is fair and reasonable to the region's low and moderate income households and having further recommended in his Report that the Court approve the Settlement.

IT IS ON THIS 23 day of July 2018, HEREBY ORDERED AND ADJUDGED:

1. Petitioner properly afforded notice of the Fairness Hearing in accordance with governing law.
2. The Court determines and finds, upon the testimony presented, and arguments of counsel and upon a consideration of the Settlement Agreement admitted into evidence, (collectively, "the Settlement"), and the Special Master's Report, and in accordance with the

requirements of Morris County Fair Housing Council v. Boonton Township, 197 N.J. Super. 359, 364 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986) and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328 (App. Div. 1996), that:

- a. The Present Need Obligation, as agreed upon by the Parties based upon implementing the directives of *Mount Laurel IV* is 33 units (rehabilitation share).
- b. The Prior Round Obligation, as originally determined by COAH in 1994 for the period 1987-1999 is 221 housing units.
- c. The Township has met its 221 unit obligation from the Prior Round.
- d. The Third Round Need Obligation, based upon a compromise reached among the Parties in view of the uncertainty of litigation and in accordance with the directives of *Mount Laurel IV*, and upon the recommendation of the Special Master, is 640 housing units.
- e. The Township has prepared a VLA which, upon the Special Master's recommendation, is accepted by the Court. The Special Master has recommended, the Parties have accepted, and the Court approves, a Realistic Development Potential (RDP) of 46 units. When the RDP of 46 units is subtracted from the Third Round Obligation of 640 units, an Unmet Need of 594 units results.
- f. The Present Need Obligation, Prior Round Obligation, and Third Round Obligation are collectively referred to as the Township's Affordable Housing Obligation.
- g. The Settlement sets forth and otherwise incorporates mechanisms to address the Affordable Housing Obligation. The Court finds, upon the Special Master's recommendation, that the Township's Affordable Housing Obligation, including the

Unmet Need, is adequately and sufficiently addressed by the mechanisms provided for in the Settlement Agreement.

b. The Court finds, upon the Special Master's recommendation, that the Settlement creates a realistic opportunity for the satisfaction of the Township's Affordable Housing Obligation.

i. The Court finds, upon the Special Master's recommendation, that the Settlement is fair and reasonable to low and moderate income persons.

3. Entry of a Final Judgment of Compliance and Repose is subject to the Township complying with the following conditions within one-hundred (120) days (as may be extended with permission of the Court):



1. a. The Township shall comply with the recommendations of the Special Master as set forth in his Report and the Required Elements of Final Affordable Housing Compliance Plan incorporated as Attachment "A" to such Report and attached and incorporated herein.

2. b. The Township Planning Board shall adopt and the Township Committee shall endorse a Housing Element and Fair Share Plan consistent with the terms of the Settlement Agreement.

3. c. The Township Committee shall adopt all ordinances and resolutions needed to implement the Fair Share Plan, as set forth in the Settlement Agreement and in the attachment to the Special Master's Report.

4. d. The Township Committee shall adopt the mandatory affordable housing set-aside ordinance outlined in the Settlement Agreement.

5

4. Entry of a Final Judgment of Compliance and repose is further conditioned upon the Township paying Fair Share Housing Center's attorney fees and costs in the amount of \$5,000 within thirty (30) days of this Order.

6

5. Following satisfaction of the Settlement, the Court shall conduct a Final Hearing to consider entering a Final Judgment of Compliance and Repose.

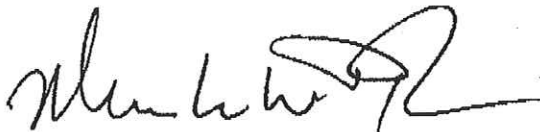
7

6. Petitioner shall provide a thirty (30) day public notice of the Final Hearing.

8

7. Temporary Immunity previously granted to the Township from any and all exclusionary zoning lawsuits is hereby extended to the date of the Compliance Hearing.

IT IS FURTHER ORDERED that copies of the within Order shall be served by Petitioner on all interested parties within 10 days of receipt of this Order by counsel for the municipality.



HON. MENELAOS W. TOSKOS, J.S.C.

ATTACHMENT A
REQUIRED ELEMENTS OF FINAL AFFORDABLE HOUSING COMPLIANCE PLAN
Township of Wyckoff, Bergen County
July 15, 2018

1. The compliance proposals contained in Table 1 and Table 2 of this report and the applicable terms of the executed Settlement with FSHC shall be referenced in the Housing Element and Fair Share Plan, which, following review by the Special Master, shall be adopted and submitted to the Court for approval as part of the final Judgment of Compliance and Repose.

The HE/FSP shall provide documentation of the creditworthiness of all existing units and shall be prepared according to the requirements of the Fair Housing Act (FHA), which identifies the "Essential components of the municipality's housing element" at N.J.S.A. 52:27D-310, as follows:

A municipality's housing element shall be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low and moderate income housing, and shall contain at least:

- a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;
- b. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands.
- c. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
- d. An analysis of the existing and probable future employment characteristics of the municipality;
- e. A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing; and
- f. A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers

who have expressed a commitment to provide low and moderate income housing.

2. Prior to the entry of an Order granting a final Judgment of Compliance and Repose, the Fair Share Plan shall be reviewed by the Special Master for compliance with the terms of the executed settlement agreement, the Fair Housing Act and the UHAC regulations before being adopted and submitted to the Court. The Fair Share Plan document should include any proposed Ordinances and Resolutions needed to implement the Plan, including zoning amendments, an Affordable Housing Ordinance, a Development Fee Ordinance, an Affirmative Marketing Plan, a Rehabilitation Program description and Manual, a Spending Plan, resolutions appointing an Administrative Agent and a Municipal Affordable Housing Liaison, a resolution adopting the Housing Element and Fair Share Plan (Planning Board) and a resolution endorsing the Housing Element and Fair Share Plan (Governing Body).
3. The Spending Plan shall be prepared, submitted to the Special Master for review and comment, adopted by the Planning Board as part of the Plan and by the Township Council as a separate action and submitted to the Court for approval before the Township will be permitted to expend any funds from its Affordable Housing Trust Fund.
4. All proposed inclusionary and 100 percent affordable housing development zoning amendments shall be prepared, reviewed by the Special Master, and adopted and submitted to the Court prior to the entry of an Order granting a final Judgment of Compliance and Repose.
5. The Township shall prepare and adopt an Affordable Housing Ordinance that reflects all provisions of the settlement agreement, as well as applicable UHAC and COAH Rules and an Affirmative Marketing Plan Resolution consistent with the terms of the settlement agreement. These documents shall be reviewed by the Special Master and FSHC, adopted and submitted to the Court prior to the entry of an Order granting a final Judgment of Compliance and Repose.
6. If it has not done so already, the Township will need to contract with one or more Administrative Agents, responsible to the Township but paid for by the owners of the affordable housing units created in the Township, to administer the affordability controls on all of the low and moderate income units that have been or will be created in the Township. This should be accomplished and submitted to the Court prior to the entry of an Order granting a final Judgment of Compliance and Repose.
7. If it has not done so already, the Township will need to create the position of Municipal Housing Liaison by Ordinance and fill that position by Resolution of the Governing Body. This should be accomplished and submitted to the Court prior to the entry of an Order granting a final Judgment of Compliance and Repose.

Upon timely compliance with all of the foregoing and approval of the final submission by the Court, I believe that Wyokoff Township will be entitled to a final Judgment of Compliance and Repose through July 1, 2025.

Robert Shannon

From: Robert Shannon
Sent: Monday, July 23, 2018 2:51 PM
To: Brian Scanlan; Tom Madigan; Tim Brock; Assistant Chief
Cc: Rudolf Boonstra; Melissa Rubenstein; tshanley@wyckoff-nj.com; Rob Landel; Safety Officer <safetyofficer@wyckofffire.com> (safetyofficer@wyckofffire.com)
Subject: Planning for next fire apparatus purchase

SCANNED
JUL 27 2018
RE Fire Apparatus purchase prep

Good afternoon, I have received some questions in regard to this project since the purchase of a fire truck is a big ticket project. I also hear that a "truck Committee" has been appointed to work on the purchase. My concerns and solutions are the following:

1. I prefer that these projects be pursued via a team approach and as such since the Township Committee has appointed a Fire Commissioner and not a Fire Commissioner and a Deputy Fire Commissioner, I believe the second Township Committee member of the project team should be the Township Committee Finance Chair, Mr. Madigan. It is imperative that this approach be pursued.
2. First, I have worked hard over the years on drafting and establishing no conflict of interest statements for members of the Truck Committee to sign which is a very effective transparent enhancement. My project team approach will ensure these statements are completed and collected.
3. Secondly, these big ticket fire apparatus purchases are currently routinely performed through a national contract and as such, the state of NJ's procedures require a cost benefit analysis, publication of intention to purchase, and notice as they define their rules and it must be followed. I will not participate as some of our neighbors have done where a memo from a vendor serves as the cost benefit analysis. The only reasonable cost benefit analysis (which we performed with the last fire apparatus) is to obtain pricing from manufacturer's who have been awarded national or state contracts or we can bid it if we believe it will result in a lower price. I can explain these requirements when we meet.
4. However I want this project team to function as a high performing team and a team that will keep the Township Committee and the FD updated. Therefore, I am requesting when Tim and Joe return from vacation which will be in mid-August that we schedule a meeting and "move the ball forward".
5. In the interim, it would be helpful if I can have a memo for the Township Committee members that lists the number of Township fire trucks and their year of origin, the useful life of each truck? which truck is the next truck that will exceed their 30 year useful life?, which house is it assigned to? when (month and year) is it proposed to procure such a truck and when is the truck's expected delivery of a newly purchased truck?
6. Anyone who objects to this procedure, please contact me and include alternate procedures to achieve the same results. thank you, Bob

Bob Shannon
Township Administrator
Memorial Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481
201-891-7000 x104
201-891-9359 Fax
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- Wyckoff Police Department
- Wyckoff Recreation Department

Follow us on Twitter: @WyckoffTownship

Follow us on Instagram: wyckoffnj

Robert Shannon

To: Robert Shannon
Subject: 8-24-18 meeting with Fire Chief Tim Brock

1. The 1986 Mack fire pumper located at Fire house 2 will be 33 years old in 2019. The FD desires to replace this pumper in 2019.
2. Each of the 3 fire houses have two pumpers. As per NFPA guidelines the first due pumper is 15 years old or newer. The replacement for the 1986 pumper will be assigned to fire house 2.
3. The Chief of the FD starting with Chief Rose, began re assigning pumpers to different Fire Houses that they were initially from to maintain the 15 year or newer first due pumper. Once the replacement pumper for 1986 pumper is put ins service pumper 231 will be reassigned to Fire house 1.

Attention Township Committee Members: This email is for informational purposes only. Emails must not involve decision making or deliberative function of the governing body.

Bob Shannon
Township Administrator
Memorial Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481
201-891-7000 x104
201-891-9359 Fax

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Please consider the environment before printing this email.

Robert Shannon

From: Tim Brock <chief@wyckofffire.com>
Sent: Tuesday, July 24, 2018 6:48 AM
To: Robert Shannon; Brian Scanlan; Tom Madigan; 'Joe Vander Platt'
Cc: Rudolf Boonstra; Melissa Rubenstein; Timothy Shanley; 'Rob Landel'; 'Safety Officer'
Subject: Planning for next Fire Apparatus
Attachments: Apparatus Replacement Schedule-July 2018 with projections& Mileage.xlsx

Good Morning,

Yes an "engine committee" has been appointed to work on the purchase of a new fire apparatus.
Committee members from the Fire Department are:

Tim Brock – Chief
Joe Vander Plaats – Assistant Chief / Co1 Rep
Chris Joachim – Batt Chief Co 2 / Committee Chair
Fred Depken – Co 2
Lou Graglia – Co 2
EJ Lawler – Co 2
Bruce Peters – Co 3 Rep

To answer the Questions

1. Please let me know who will be on the Engine Committee from the Township Committee
2. Please forward the most recent version of the no conflict statement for everyone to sign and return to you.
3. The Engine Committee is currently engaged in discussions with two different manufactures in order to develop the most suitable spec. for the Township. Both manufactures participate in the national contracts and will be pursuing not only the best price but most vehicle for the money. More to follow on this in the future.
4. I will be returning from vacation by the 16th of August and would be available to schedule a meeting after that.
5. Please see attached spreadsheet
6. No Objections from me.

Thanks, Tim

Tim Brock
Chief
Wyckoff Fire Department
chief@wyckofffire.com
cell - 201-852-0609



Robert Shannon

From: Robert Shannon
Sent: Tuesday, July 03, 2018 11:35 AM
To: 'Rob Landel'; dbecker@davidbecker.esq.com; Joseph Perconti, Esq.
Cc: Brian Scanlan; Rudolf Boonstra; Tom Madigan; Melissa Rubenstein; tshanley@wyckoff-nj.com
Subject: JIF Land use liability
Attachments: JIF land use liability training indemnification program.pdf

Gentlemen, good morning, Attached is a program from the JIF regarding land use liability. The program requires the Municipal Attorney or the Land Use Board Attorney to provide the JIF liability awareness training to the board members. JIF provides a power point which can be accessed from the their web site and which a paper copy in black and white is attached. I suggest the course be provided for PB members and Bd. of Adjustment members as well as Township Committee members (since two member of the Township Committee are on the PB annually.) Completion of this program also provides individual board members with a reimbursement of up to \$50,000 if used in accordance with the terms of the policy attached.

Please review this and I advise when you would like to provide this session and I will schedule our members. thank you
Bob

Attention Township Committee Members: This email is for informational purposes only. Emails must not involve decision making or deliberative function of the governing body.

Bob Shannon
Township Administrator
Memorial Town Hall
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Please consider the environment before printing this email.



Municipal Excess Liability Joint Insurance Fund

9 Campus Drive, Suite 216
Parsippany, New Jersey 07054-4412
Tel (201) 881-7632
Fax (201) 881-7633

Member Municipalities

June 11, 2018

Re: Land Use Liability

There has been a significant increase in suits against Planning and Zoning Boards alleging that their actions violate civil rights. Currently, the maximum coverage commonly available from commercial insurers for land use liability is \$1 million because insurers are concerned that legitimate applications have been rejected because of vocal resident opposition.

Therefore, it is critical that all planners and zoners receive training to prevent land use liability claims. Attached is a script for a one-hour program that can be presented by your land use or municipal attorney. The PowerPoint slides can be downloaded from the MEL's web site, NJMEL.org. In addition, the Funds will conduct regional training. There is no online program available for credit at this time because the MEL wishes to encourage an interactive dialogue.

To encourage board members to take this training, the MEL has just created a special policy to protect them from many personal exposures that are excluded in commercial policies. There is no additional premium for this special policy. To qualify for this coverage, your land use or municipal attorney must file the attached attendance form with the MEL office. Planners and zoners can also attend the course in other area communities. After the first of the year, courses will be scheduled in the area for newly appointed members.

Fortunately, personal lawsuits against land use board members are rare. Under the new policy, when a board member is sued personally for their official actions and is not otherwise indemnified, the MEL will reimburse up to \$50,000 (annual aggregate) for defense subject to the terms of the policy (copy attached). This coverage will also contribute towards a defense in criminal court, but only if the public official is subsequently acquitted.

There is no deadline to complete this training except that the training must be completed before the date of any acts that give rise to a claim. In the future, the MEL will provide refresher training that must be completed to retain the coverage.

As you know, for the past 15 years the MEL has conducted a successful risk management training program that is attended by 1500 local elected local officials each year. This new program for planners and zoners is an expansion of this concept.

Please feel free to contact your local JIF Executive Director or the MEL office.

David N. Grubb
Executive Director

Cc. MEL Board of Fund Commissioners
Fund Attorneys of MEL affiliated JIFs

Executive Directors of MEL affiliated JIFs
Risk Managers

Municipal Excess Liability Joint Insurance Fund
9 Campus Drive, Suite 216, Parsippany, NJ 07054

**Personal Land Use Liability (PLUs)
(Claims-Made Basis)
(Non-Indemnified Defense Costs Only)**

Policy #: MEL0118 PBZ-380-74

Policy Declarations

- Item 1. Public Entity** WYCKOFF
340 FRANKLIN AVENUE SCOTT PLAZA
WYCOFF, NJ 07481
- Item 2. Policy Period** From 1/1/2018 to January 1, 2019 12:01 A.M. standard time at the address of the Public Entity as stated herein.
- Item 3. Limits of Insurance**
A. Annual Aggregate Per **Individual Insured**, Defense Costs Only: \$50,000
- Item 4. Extended Reporting Period**
A. 12 months at 200% of annual assessment
- Item 5. Prior and Pending Litigation** See Schedule of **Individual Insureds**
- Item 6. Insurer** Municipal Excess Liability Joint Insurance Fund
- Item 7. Notice of Claims and Potential Claims**

Municipal Excess Liability Joint Insurance Fund
c/o Frederick Semrau
P.O. Box 228
714 Main Street
Boonton, NJ 07005
- Item 8. Underlying Insurer** MEL Primary POL Insurer
- Item 9. Underlying Policy** [Insert underlying policy information]

In witness whereof, the **Insurer** has caused this policy to be signed by its Chairman and Executive Director.

David Grubb
MEL Executive Director

June 2018
Date

Personal Land Use Liability (PLUs) (Claims-Made Basis) (Non-indemnified Defense Costs Only)

Words and phrases that appear in **bold** have special meanings. Refer to the policy declarations and/or the Definitions section of this policy for these special meanings. Throughout this policy the words **you** and **your** refer to the **individual insureds** of the **public entity** named in Item 1 of the policy declarations. The words **we**, **us** and **our** refer to the **Insurer**.

Read the entire policy carefully to determine **your** rights, duties and what is and is not covered.

In consideration of payment of the **assessment** and subject to the declarations, terms, conditions, limitations and exclusions of and incorporated into this policy, the **Insurer** agrees as follows:

Section I – Insuring Agreement

Subject to the terms, conditions and limitations of this policy, upon a final non-appealable adjudication of a **claim** resulting in a determination of no civil or criminal liability whatsoever against the **individual insured**, **We** shall reimburse the **individual insured**, up to the **limits of insurance** or amounts therein remaining, for all **non-indemnified defense costs** incurred by the **individual insured** in the defense of the **claim**, provided that the **claim** arises from a **wrongful act** and such **individual insured's** discharge of duties as a member of a **land use body** of the **public entity**, and further provided that the **claim** is first made against the **individual insured** during the **policy period** or, if exercised, during the **extended reporting period** to which this insurance applies.

This policy is solely intended to protect and benefit the **individual insured**. No **public entity**, other entity or other person is covered in any respect under this policy. In no event shall this policy provide coverage other than for **non-indemnified defense costs**.

Section II – Definitions

1. **Claim:**
 - a. A written demand against an **individual insured** for monetary damages; or
 - b. A civil or criminal proceeding against an **individual insured** commenced by the service of a summons, complaint or similar pleading, including any appeal therefrom.
2. **Condemnation:** Arising out of the operation of the principles of eminent domain, adverse possession, dedication by adverse use, temporary or permanent taking of real property, inverse condemnation or condemnation proceedings, by whatever name used.
3. **Criminal Act:** Includes acts of fraud, dishonesty, malice, and all conduct punishable under a criminal statute.
4. **Extended Reporting Period:** The period set forth in Item 4 of the policy declarations.
5. **Individual Insured:** Any natural person who during or prior to the **policy period** serves or has served as a member of a **land use body** for the **public entity**, but such natural person is only insured while acting within the course and scope of their duties and responsibilities on behalf of the **land use body** for the **public entity**. No person shall be considered an **individual insured** for any **claim** first made prior to: a) the inception of the **policy period**; or, if later, b) the date the person completed the MEL Land Use Risk Control Program, including but not limited to such **claims** and suits set forth and referenced in Item 5 of the policy declarations.

6. **Insurer:** The insurer set forth in Item 6 of the policy declarations.
7. **Land Use Body:** Municipal planning boards, zoning boards of adjustment, or combined planning and zoning boards of the **public entity**.
8. **Limits of Insurance:** The monetary amount set forth in Item 3 of the policy declarations.
9. **Non-indemnified defenses costs:** Reasonable and necessary attorney's fees, expert witness fees and other fees and costs, incurred with **our** prior written consent in the investigation and/or defense of a covered **claim**, for which the **public entity** and **underlying insurer** (a) refuses or fails to indemnify the **individual insured** or (b) is not permitted to indemnify the **individual insured**, or pay or advance to or on behalf of the **individual insured**, after being requested to so indemnify, pay or advance. **Non-indemnified defense costs** also includes **non-indemnified defense costs** previously advanced by the **public entity** or **underlying insurer** which the **individual insured** becomes obligated to repay. However, **non-indemnified defense costs** do not include any financial obligation of an **individual insured** or **public entity** existing under any self-insured retention, insurance deductible or coinsurance requirement. **Non-indemnified defense costs** paid by **us** shall be part of and not in addition to the **limits of insurance**.
10. **Policy Period:** Includes only the period set forth in Item 2 of the policy declarations.
11. **Public Entity:** The entity set forth in Item 1 of the policy declarations, including its government body, departments and units, and excluding boards of education, hospitals and nursing homes.
12. **Self-Dealing / Illegal Profit:** Self-dealing or gaining profit or advantage to which an **individual insured** is not legally entitled.
13. **Underlying insurer:** The insurer set forth in Item 8 of the policy declarations for the insurance policy set forth in Item 9 of the declarations.
14. **Underlying policy:** The insurance policy set forth in Item 9 of the policy declarations.
15. **Willful Violation:** Willful violation of any federal, state or local statute, ordinance, rule, regulation, agreement or judicial or regulatory order.
16. **Wrongful Act:** Any alleged act, error or omission comprising a **criminal act**, a **willful violation**, or **self-dealing / illegal profit** of an **individual insured(s)**, and any alleged or actual act, error or omission that gives rise to a **claim** for **condemnation** against an **individual insured(s)**.

Section III – Exclusions

This policy excludes and **we** shall not be liable to make any payment based upon, arising out of or attributable to:

1. Any defense costs described in Section II(9) of this policy which are covered by (a) any and all other insurance, including coverage afforded by the **underlying insurer** and any other insurer, (b) any indemnification obligation of the **public entity** or any other body, organization or entity, (c) indemnification under New Jersey Statutes Title 59, and (d) any other financial instrument;
2. All expenses, costs, losses, or other damages, of any varieties or types, other than **non-indemnified defense costs**;
3. Any **wrongful act**, if a final and non-appealable adjudication of the **claim** arising from the **wrongful act** establishes civil or criminal liability of the **individual insured**. For the purpose of determining

- the application of this exclusion, no **wrongful act** of any **individual insured** shall be imputed to any other **individual insured**;
4. Any **claim** for which loss of coverage from the **underlying insurer** results from the **public entity's** failure to pay premium or assessments to the **underlying insurer**;
 5. Any **claim** made against the **individual insured** arising out of (i) any litigation, proceeding, or administrative act or hearing brought prior to or pending as of the Prior and Pending Litigation date referenced in Item 5 of the policy declarations, and (ii) any future litigation, proceeding, administrative act or hearing based upon any such prior or pending litigation, proceeding, administrative act or hearing or derived from the essential facts or circumstances underlying or alleged in any such prior or pending litigation, proceeding, administrative act or hearing; and
 6. (i) **Claims** first made prior to the inception date of this policy, and (ii) **claims** accepted as first made under any other insurance policy in force prior to the inception date of this policy.
 7. Any civil **claims** seeking relief or redress in any form other than monetary damages, including but not limited to requests for injunctive and/or declaratory relief; nor shall we have any obligation to indemnify the insured for any costs, fees (including attorney's fees), or expenses which the insured shall become obligated to pay as a result of an adverse judgment for injunctive and/or declaratory relief.

Section IV – Additional Terms and Conditions

1. Duties in the Event of any Wrongful Act or Claim

- (i) **You** must see to it that we and any other insurers who could provide coverage for any **claim(s)** are notified in writing as soon as practicable of any potential, actual or alleged **wrongful act(s)** which may be reasonably expected to result in a **claim** under this policy. Notice to **us** shall be directed to the person and address identified in Item 7 of the policy declarations. To the extent possible, notice should include:
 - a. how, when and where the **wrongful act(s)** took place;
 - b. the names and addresses of any claimants and potential claimants, and of any witnesses; and
 - c. the nature of any expenses, costs, losses, or other damages arising or potentially arising out of the **wrongful act(s)**;
- (ii) If a **claim** is made or suit is brought against any **individual insured** which may be reasonably expected to result in a **claim** under this policy, **you** must:
 - a. immediately record the specifics of the **claim** or suit and the date received; and
 - b. notify **us**, in writing directed to the person and address identified in item 7 of the policy declarations, and any other insurers who could provide coverage for the **claim**, of the **claim** as soon as practicable.
- (iii) **You** and any other involved **individual insured** must:
 - a. Immediately send **us**, and any other insurers who could provide coverage, copies of any demands, notices, summonses or legal papers received in connection with a **claim** or suit which may be reasonable expected to result in a **claim** under this policy;
 - b. Authorize **us** to obtain records and other information;
 - c. Cooperate with **us** in (1) the investigation of the **claim**, and (2) the investigation of issues relating to coverage under this policy or any other policy; and

- d. Assist **us**, upon **our** request, in the enforcement of any right against any insurer, person, entity or organization which may be liable to the **individual insured** because of the expenses, costs, losses, or other damages to which this insurance may apply.
- (iv) In the event of a **claim**, **you** shall promptly seek indemnification and/or coverage from the **underlying insurer, public entity** and any other insurer, organization or entity that may be responsible for providing insurance coverage or indemnification for the **claim**. **You** shall do everything necessary to secure coverage and/or indemnification for the **claim**, as applicable, from all relevant sources.
- (v) No **individual insured** or **public entity** will, except at that **individual insured's** or **public entity's** own cost, voluntarily make a payment, assume any obligation or incur any expense relating to our obligations under this policy without our consent.
- (vi) **We** shall be subrogated to the extent of such **non-indemnifiable defense costs** paid by **us** to all of the **individual insured's** rights of recovery, including but not limited to any rights of indemnification and any other rights of recovery, against any persons, entities or organizations. The **individual insured** shall execute all documentation required (including all paperwork necessary for **us** to file suit or initiate other proceedings) and assist in any way necessary to pursue and secure such rights.

2. Defense and Related Costs

- (i) In the event that this insurance covers **non-indemnified defense costs**, the selection of defense counsel shall be made by **you**.
- (ii) Any payment of **non-indemnified defense costs** by **us** shall be repaid by the **individual insured** in the event and to the extent that any such **individual insured** shall not be entitled to such payments or advancements under this policy. Furthermore, **our** payment of **non-indemnified defense costs** is without prejudice to **our** rights against any insurer, organization or entity which may be obligated to the **individual insured** for the same payments.
- (iii) **We** shall have the right and be given the opportunity to associate in the defense or trial of any **claim** which, in **our** opinion, may create liability on the part of the **Insurer** under the terms and conditions of this policy.
- (iv) To the extent that we may be obligated to pay **non-indemnified defense costs** under this policy, **you** will provide to **us** complete copies of reasonably requested invoices, documents and other information relating to **our** evaluation. Upon providing **us** with such requested invoices, documents and other information, within sixty (60) thereafter, we will provide **you** with our determination of payable **non-indemnified defense costs** under this policy and, if applicable, **our** payment of same.

3. Rescindability and Severability

The statements, warranties and representations made to the **Insurer** during the negotiation of, or contained in any application or other materials or information provided to the **Insurer** in connection with the underwriting of, this policy have been relied upon by the **Insurer** and shall be construed as separate applications for coverage by each **individual insured**. The **Insurer** shall be entitled to rescind or void this policy in whole or in part based upon any material misrepresentation made within this context.

No knowledge possessed by the **public entity** or any **individual insured** shall be imputed to any other **individual insured** for the purpose of determining the availability of coverage with respect to any **claim**.

4. Receipt of Claims

A **claim** will be deemed to have been made when notice of such **claim** is received by the **public entity, you** or by **us**, whichever comes first. All **claims** against the same **individual insured** resulting from the same **wrongful act(s)** will be deemed to have been made at the time the first of those **claims** is made. Any **claim** that correlates with notice of a potential **claim** will be deemed to have been made during the **policy period** when notice of such potential **claim** is first received by the **public entity, you** or **us**, whichever comes first.

5. Interrelated Claims

This policy provides coverage for **claims** first made against an **individual insured** during the **policy period** or the **extended reporting period** (if applicable). All **claims** against any **individual insured** alleging, arising out of, based upon or attributable to the same or related facts, **wrongful act(s)**, circumstances or situations, or the same or related series of such, shall be deemed to be a single **claim** made at the time the earliest such **claim** was first made against an **individual insured**.

6. Limits of Insurance

The **limits of insurance** in Item 3 of the policy declarations applies as a separate and exclusive **limit of insurance** to each **individual insured**, during the **policy period** and, if applicable, the **extended reporting period**. The **insurer's** aggregate limits of insurance for all **non-indemnified defense costs** covered under this policy, during the **policy period** and, if applicable, the **extended reporting period**, shall be the **limits of insurance** in Item 3. of the policy declarations multiplied by the number of **individual insureds**.

7. Assignment

This policy and any and all rights hereunder are not assignable without the prior written consent of the **Insurer**.

8. Other Insurance and Indemnification

- (i) The insurance provided by this policy shall apply only as excess over and shall not contribute with any defense costs actually paid pursuant to the **underlying policy**, any other insurance maintained by the **public entity** or any **individual insured**, or any indemnification or advancement from any other source, including but not limited to indemnification as provided under New Jersey Statutes Title 59, whether such insurance or indemnification is stated to be primary, excess, contributing or otherwise.
- (ii) When any other insurer has acknowledged a duty to defend any **claim** that would otherwise be subject to coverage under this policy, this policy shall not cover, respond or contribute to the extent of that other insurer's duty.

9. Extended Reporting Period

- (i) If **we** terminate or refuse to renew this policy other than for nonpayment of assessment, the **individual insured** shall have the right, upon payment of the additional assessment set forth in Item 4(A) of the policy declarations, to an extension of the coverage granted by this policy for the period set forth in Item 4(A) of the policy declarations following the effective date of termination or non-renewal, but only for any **wrongful act(s)** committed, attempted, or allegedly committed or attempted, prior to the effective date of termination or non-renewal.
- (ii) If the **individual insured** terminates or declines to accept renewal, **we** may, if requested, at **our** sole option, grant an **extended reporting period**. The offer of renewal terms and conditions or assessments different from those in effect prior to renewal shall not constitute refusal to renew. This right of extension shall lapse unless written notice of such election, together with

payment of the additional assessment due, is received by **us** within 30 days following the effective date of termination or non-renewal and **we** agree to grant the **extended reporting period**. Any **claim** made during the **extended reporting period** shall be deemed to have been made during the immediately preceding coverage period.

- (iii) For the **limits of insurance** under this policy as to an **individual insured** during the **extended reporting period**, **we** shall combine the total of monies paid by **us** on behalf of the **individual insured** during the immediately preceding coverage period plus the total of monies paid **us** on behalf of the same **individual insured** during the **extended reporting period**, and the total payments shall not exceed the **limits of insurance** set forth in Item 3(A) of the policy declarations.

10. Maintenance Of Underlying Coverage

The **individual insureds** and **public entity** agree with the **Insurer** that the **underlying policy** shall be maintained in full effect during the term of this policy.

11. Cancellation

- (i) Any cancellation of this policy is expressly subject to the requirements of the laws of the State of New Jersey. This policy may be canceled by the **public entity** by surrender thereof to **us** and only in accordance with the requirements for cancellation from the **public entity** as set forth in the aforesaid laws and the **public entity's** governing rules and bylaws. If the **public entity** cancels, the **public entity's** liability for any further assessment shall be computed in accordance with the aforesaid laws.
- (ii) Subject to the aforesaid laws, this policy may also be canceled by not less than ten (10) days' notice when the cancellation is being effected by reason of the nonpayment of assessment. The mailing of notice of cancellation to the **public entity** shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **policy period**.
- (iii) Assessment adjustment may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned assessment is not a condition of cancellation.

12. Legal Action Against the Insurer

No action shall lie against the **Insurer** with respect to any **claim** unless, as a condition precedent thereto, the **public entity** and **individual insured** shall have fully complied with all of the terms of this policy, nor until the amount of the **individual insured's** obligation to pay any **non-indemnified defense costs** shall have been finally determined either by judgment against the **individual insured** after actual trial or by written agreement of the **individual insured**, the claimant(s) and the **Insurer**. Nothing contained in this policy shall give any person or organization any right to join the **Insurer** as a codefendant in any action against an **individual insured** or the **public entity**.

13. Territory and Currency

Where legally permissible, coverage afforded under this policy shall apply to **claims** made against the **individual insureds** arising anywhere in the world, provided that any lawsuit or other formal proceeding that arises from or in any way relates to the **claim(s)** is commenced within the United States of America. All amounts under this policy are expressed and payable in the currency of the United States of America.

14. Authorization

The **public entity** shall act on behalf of the **individual insureds** with respect to the giving and receiving of notice of cancellation or nonrenewal, the payment of assessments or the receipt of return assessments that may become due, and agreeing to any changes to this policy.

15. Alteration

No alteration, change or modification to this policy shall be effective unless consented to in writing by **our** authorized representative.

16. Headings

The descriptions in the headings and sub-headings of this policy, and the titles of the endorsements, are inserted solely for convenience and do not constitute any part of the terms or conditions of the Policy.

2018 Land Use Liability Seminar

Slide 1 – Host introduces speaker(s)



Land Use Liability

This seminar is a part of an program to acquaint local officials with Risk Management principles. It is designed to provide a general understanding of legal principles pertaining to governmental operations. Seek the advice of your attorney to evaluate any particular case or circumstance.



Land Use Liability

Delays in winning approvals are a normal part of the process and usually do not give rise to liability suits.



Land Use Liability

Land use Boards and individual members have the same protections from lawsuits as judges.



These immunities do not apply when a land use board violates civil rights.



Land Use Liability

The starting point for land use law is the fifth amendment of the US Constitution which provides that private property shall not be taken for public use without just compensation



Slide 2 – This seminar is a part of a program to acquaint local officials with Risk Management principles. It is designed to provide a general understanding of the legal principles pertaining to governmental operations. Seek the advice of your attorney to evaluate any particular case or circumstance.

Slide 3 - The topic for this seminar is Land Use Liability. Fortunately, most applicants who have been denied approval do not sue for monetary damages. Delays in winning approvals are a normal part of the process and do not usually give rise to liability suits. This even includes Mt. Laurel cases. The appeal is to the Superior Court for injunctive relief, which is a court order that requires the municipality to take action or prohibits the municipality from taking action.

Slide 4 – The reason land use disputes rarely become liability claims against municipalities is because of the broad immunities extended to governmental decision makers. Land use is a judicial function and has the same broad immunities as a court. In fact, individual members of land use boards have the same protections from lawsuits as judges. However, these immunities do not apply when a land use board violates civil rights.

Slide 5 –The starting point for land use law is the fifth amendment of the US Constitution which provides that private property shall not be taken for public use without just compensation. Simply, when a governmental entity condemns private property for public use, it must pay the owner.

Land Use Liability

In 1922, the Supreme Court extended this principle to so called inverse condemnation. This is where governmental regulations including zoning laws significantly diminishes the value of a private property.



Slide 6 - In 1922, the Supreme Court extended this principle to so called *inverse* condemnation. This is where governmental regulations including zoning laws significantly diminishes the value of a private property. While government does not actually acquire ownership of the property, the laws or regulations adopted by the governmental entity effectively make the property worthless.

Land Use Liability

No person has the right to use property in a fashion that threatens public safety or is so obnoxious that it materially impairs the rights of adjacent property owners. On the other hand, government does not have the right to adopt regulations that effectively prohibit any reasonable use of private property.



Slide 7 - Under the law, no person has the right to use property in a fashion that threatens public safety or is so obnoxious that it materially impairs the rights of adjacent property owners. On the other hand, government does not have the right to adopt regulations that effectively prohibit any reasonable use of private property.

Land Use Liability



Slide 8 - Further, various Federal and state laws now give civil rights protection to a range of unpopular uses....in other words, NIMBY.... Not In My Backyard. For example, there have been numerous law suits involving group homes.

Land Use Liability



Fee Shifting



Slide 9 - What makes these cases especially expensive is attorney fee-shifting. If you lose a normal liability case, you pay the plaintiff and you pay your attorney's bills. In a fee shifting case, you pay the plaintiff, you pay your attorney AND you pay the plaintiff's attorney. Further, the plaintiff's attorney is not paid a percentage of the award, but rather a fee based on the number of hours spent on the case PLUS an additional amount to compensate the attorney for the risk of losing the case. As a result, plaintiff's attorneys often build up the number of hours if they believe they have a good chance of winning. It is not usual for the plaintiff's attorney to be awarded an amount far higher than the plaintiff.

Religious Land Use and Institutionalized Persons Act

RLUIPA provides that no government shall impose land use regulation that creates a substantial burden on religious exercise unless in furtherance of a compelling governmental interest that is the least restrictive way of accomplishing that objective.



Slide 10 - For example, there has been extensive litigation in recent years under the Religious Land Use and Institutionalized Persons Act, known as RLUIPA. In one recent case here in New Jersey, a mosque was awarded damages of \$7.5 million including \$5 million for the mosque's attorneys. Unanimously adopted by Congress in 2000, this act provides that no government shall impose land use regulation that creates a substantial burden on religious exercise unless in furtherance of a

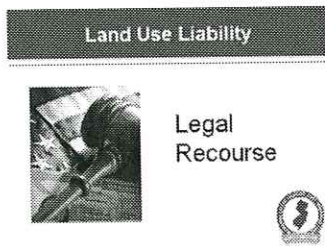
compelling governmental interest that is the least restrictive way of accomplishing that objective. These applications can be very controversial and because of fee shifting very expensive.



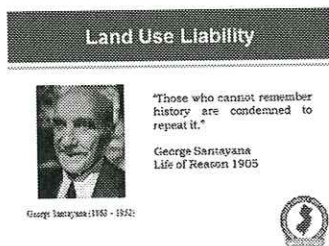
Slide 11 - Another example are cases concerning adult book stores and movie theaters. Under the first amendment, government cannot regulate the content of speech, but under some circumstances can regulate the side effects. In one case, Schad v. Mount Ephraim (1981), the US Supreme Court overturned a zoning ordinance that prohibited adult book stores and theaters because the zoning ordinance allowed a broad range of other uses in its commercial zone. Therefore, the court decided that this ordinance singled out a particular type of speech, objectionable as it is.



Slide 12 - Just a few years later in Renton v Playtime Theaters (1986) the same court upheld a zoning ordinance that prohibited adult theaters within 1000 feet of a residential zone. In this case, the court ruled that municipalities can take into consideration the higher crime rate around these establishments and use the zoning code to establish a buffer from residential areas so long as there are still places within the zone where these establishments could locate. Saying that, I would be very careful before adopting any zoning or building regulation that has the effect of singling out any particular type of speech.



Slide 13 - Therefore, an applicant who has been denied approval normally does not have recourse to sue for monetary damages. The appeal is to the Superior Court for injunctive relief. However, monetary damages can be awarded in cases where the applicant's civil rights have been violated and these damages include the applicant's legal fees. That is why these cases almost always involve big numbers.



Slide 14 - Now comes the interesting part of this seminar ...the case studies. As philosopher George Santayana said:

“Those who cannot remember history are condemned to repeat it.”

As we go through the 10 case studies, you will decide the issue that was presented to the court. Each of these cases can be found on the MEL’s website that can be accessed through the app.

Case Study One

While considering a change in the zoning law, the governing body expressed concern about the impact that a development would have on the town and the developer voluntarily offered to contribute \$200,000 to offset some of these costs, although there was no legal requirement for the developer to make this contribution.



Slide 15 - In the first case, while considering a change in the zoning law, the governing body expressed concern about the impact that a development would have on the town and the developer voluntarily offered to contribute \$200,000 to offset some of these costs, although there was no legal requirement for the developer to make this contribution.

Case Study One

Is it legal for the governing body to accept the strictly voluntary contribution from the developer? YES or NO



Slide 16 - Is it legal for the governing body to accept the strictly voluntary contribution from the developer? YES or NO (pause)

Case Study One

NO: In *Nunziato v Edgewater*, the court ruled that absence a legal requirement, voluntary contributions of this nature are analogous to “pay to play” where favorable land use decisions go to the highest bidder.



Slide 17 – **NO:** In *Nunziato v Edgewater*, the court ruled that absence a legal requirement, voluntary contributions of this nature are analogous to “pay to play” where favorable land use decisions go to the highest bidder. As a result of this 1988 case, communities are now required to establish specific requirements for offsite improvements.

Case Study Two

Members of a land use board visited the site of an application and engaged in a discussion with both the applicant and objectors. While most of the discussion was limited to specifics of the application, one of the members went beyond this and engaged in a heated dialogue with one of the parties. This member was recused from further deliberations.



Slide 18: In the second case, members of a land use board visited the site of an application and engaged in a discussion with both the applicant and objectors. While most of the discussion was limited to specifics of the application, one of the members went beyond this and engaged in a heated dialogue with one of the parties. This member was recused from further deliberations.

Case Study Two

Is it legal for the other members of the board who were at this site meeting to continue in the proceeding? YES or NO



Slide 19 – Is it legal for the other members of the board who were at this site meeting to continue in the proceeding? YES or NO (pause)

Case Study Two

YES: In Smith v Fair Haven the Court agreed that the recusal of the one member who engaged in the heated discussion was an adequate cure in this case. In its opinion, the court reiterated that discussion at site meetings must not go beyond the arguments and allegations advanced during the course of the board's meetings. Further, the court emphasized that the knowledge gained from the visit should be placed on the record.



Slide 20 - **YES:** In Smith v Fair Haven the Court agreed that the recusal of the one member who engaged in the heated discussion was an adequate cure in this case. In its opinion, the court reiterated that discussion at site meetings must not go beyond the arguments and allegations advanced during the course of the board's meetings. Further, the court emphasized that the knowledge gained from the visit should be placed on the record. For this reason, it is good practice to have the Board attorney at on site meetings.

Case Study Three

An experienced developer received a Superior Court order instructing the town to approve a project after considerable delay. The planning board then willfully ignored the court ruling and rejected the application anyway. The developer sued both the town and members of the planning board personally. The Town settled out of court and a jury found three members personally liable, awarding damages of \$5000 against each.



Slide 21 - In the third case, an experienced developer received a Superior Court order instructing the town to approve a project after considerable delay. The planning board then willfully ignored the court ruling and rejected the application anyway. The developer sued both the town and members of the planning board personally. The Town settled out of court and a jury found three members personally liable, awarding damages of \$5000 against each.

Case Study Three

Will discretionary immunity protect members of a planning board personally from punitive damages even if they willfully ignore an order of the Superior Court to approve an application? YES or NO



Slide 22 - Will discretionary immunity protect members of a planning board personally from punitive damages even if they willfully ignore an order of the Superior Court to approve an application? YES or NO (pause)

Case Study Three

YES: The immunity extended to individual members of land use boards even this case.

In Anastasio v W. Orange, the court wrote that:

"We think that the public interest requires that persons serving on planning boards.....act with independence and without fear that developers.....[will] bring them into court."



Slide 23 - **YES:** The immunity extended to individual members of land use boards even *this* case.

In Anastasio v W. Orange, the court wrote that:

"We think that the public interest requires that persons serving on planning boards.....act with

independence and without fear that developers.....[will] bring them into court.

As a result, the members of the board were personally immune, but the town itself was still held liable for their actions.

Case Study Four

A religious institution applied for variances to build a school in a residential zone. A Board member lived in a nearby development and coached her neighbors on what questions they should ask at the hearing. She did not recuse from the deliberations.



Case Study Four

Was the board member who helped residents draft their objections entitled to personal immunity? YES or NO?



Case Study Four

NO - In *Muslim Community Association of Ann Arbor v. Pittsfield Township*, a US District Court ruled that:

"Absolute immunity does not extend to ... actions of officials taken either in bad faith, because of corruption, or primarily in furtherance of personal instead of public interests."



Case Study Four

Other Examples of Personal Liability:

During a close reelection campaign, the Mayor asked all members of the Planning Board from his party to vote against a controversial application. It is illegal to influence decisions for political or personal gain.



Case Study Four

Other Examples of Personal Liability:

A developer submitted a conforming application to build a commercial building that included a day care center. The Mayor forced the developer to scale back the application, but still voted against it. Subsequently, it came to light that the Mayor had an interest in another day care center nearby.



Slide 24 - In the fourth case, a religious institution applied for variances to build a school in a residential zone. A Board member lived in a nearby development and coached her neighbors on what questions they should ask at the hearing. She did not recuse from the deliberations.

Slide 25 - Question 4: Was the board member who helped residents draft their objections entitled to personal immunity? YES or NO (pause)

Slide 26 - **NO**: In *Muslim Community Association v. Ann Arbor*, a US District Court held that:

"Absolute Immunity does not extend to actions of officials taken either in bad faith, because of corruption, or primarily in furtherance of personal instead of public interests."

Slide 27 - Here are some other examples where immunity did not apply because of bad faith.

During a close reelection campaign, the Mayor asked all members of the Planning Board from his party to vote against a controversial application. It is illegal to influence decisions for political or personal gain. Those phone calls cost the tax payers hundreds of thousands of dollars.

Slide 28 - In another example, a developer submitted a conforming application to build a commercial building that included a day care center. The Mayor forced the developer to scale back the application, but still voted against it. Subsequently, it came to light that the Mayor had an interest in another day care center nearby.

Case Study Five

During the hearing on a case involving the application to build a senior citizen home the Mayor created a storm when he said that this might be a good place for his mother to live.



Case Study Five

Did the Mayor's comment create a conflict of interest that required him to recuse? YES or NO



Case Study Five

NO. In *Grabowsky v Montclair*, the court ruled that the Mayor did not have a conflict merely because his mother might move into the proposed senior center.



Case Study Six

A town purchased land for a parking lot. The Mayor then entered into an agreement to lease some of the spaces for his business. Subsequently, the town advertised bids to pave the parking lot and awarded the bid.



Case Study Six

Before voting on the contract award, the Mayor was advised by the municipal attorney that his vote on the award was not a conflict of interest even though his business would be using many of the spaces. A complaint was made to the Local Finance Board, which fined the Mayor \$200 after deciding that the Mayor's actions were clearly over the line. The Mayor then appealed.



Case Study Six

Did the Mayor qualify for the "acting under the advice of counsel" defense? YES or NO



Slide 29 - Conflicts of interest can be tricky. For example, during the hearing on a case involving the application to build a senior citizen home the Mayor created a storm when he said that this might be a good place for his mother to live.

Slide 30 – Question 5: Did the Mayor's comment create a conflict of interest that required him to recuse? YES or NO (pause)

Slide 31 – NO. In *Grabowsky v Montclair* the court ruled that the Mayor did not have a conflict merely because his mother might move into the proposed senior center. However, the Mayor was also a board member of a church adjacent to the proposed senior center and therefore the Mayor's vote was a conflict because of his relationship with the church.

Slide 32 – Potential conflicts must be taken very seriously. In case 6, a town purchased land for a parking lot. The Mayor then entered into an agreement to lease some of the spaces for his business. Subsequently, the town advertised bids to pave the parking lot and awarded the bid.

Slide 33 - Before voting on the contract award, the Mayor was advised by the municipal attorney that his vote on the award was not a conflict of interest even though his business would be using many of the spaces. A complaint was made to the Local Finance Board, which fined the Mayor \$200 after deciding that the Mayor's actions were clearly over the line. The Mayor then appealed.

Slide 34 - In your opinion, did the Mayor qualify for the "acting under the advice of counsel" defense? YES or NO (pause)

Case Study Six

Yes. In *Re Zisa*, the Appellate court ruled that absent any indication of collusion, the fact that the Mayor requested and received the advice of the municipal attorney qualified the Mayor for the safe harbor defense.



Case Study Six

To be eligible for the safe harbor defense:

- The advice must be received prior to your action;
- The individual who offered the advice possessed authority or responsibility with regard to ethical issues. Simply relying on your personal attorney or a friend is not sufficient;
- The individual seeking advice made full disclosure of all pertinent facts and circumstances; and,
- The individual complied with the advice, including all the restrictions.



Slide 35 – Yes. In *Re Zisa*, the Appellate court ruled that absent any indication of collusion, the fact that the Mayor requested and received the advice of the municipal attorney qualified the Mayor for the safe harbor defense.

Slide 36 – Specifically, to be eligible for the safe harbor defense:

- The advice must be received prior to your action;
- The individual who offered the advice possessed authority or responsibility with regard to ethical issues. Simply relying on your personal attorney or a friend is not sufficient;
- The individual seeking advice made full disclosure of all pertinent facts and circumstances; and,
- The individual complied with the advice, including all the restrictions.

Case Study Seven

The owner of an otherwise conforming lot in a single family zone was prevented from starting construction by the DEP because of flood plain regulations. The DEP ruled that the property can only be used for open space, parkland or a parking lot. The owner sued arguing that this was inverse condemnation.



Slide 37 – In case 7, The owner of an otherwise conforming lot in a single family zone was prevented from starting construction by the DEP because of flood plain regulations. The DEP ruled that the property can only be used for open space, parkland or a parking lot. The owner sued arguing that this was inverse condemnation.

Case Study Seven

Did the court rule that the DEP's actions constituted a taking through inverse condemnation? – YES or NO?



Slide 38 – Question: Did the court rule that the DEP's actions constituted a taking through inverse condemnation? – YES or NO

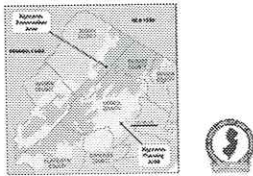
Case Study Seven

YES - In *Mansoldo v State of New Jersey* (2006) the New Jersey Supreme Court ruled that the in

Slide 39 – YES: In *Mansoldo v State of New Jersey* (2006) the New Jersey Supreme Court ruled that the in

deciding inverse condemnation cases, courts must ask if the regulation effectively eliminates all economically productive use of the land. After answering this question, the courts must go further and determine if the regulation unduly interferes with legitimate investment-backed expectations of the property owner depending on various factors. Based on this analysis, the court found that inverse condemnation occurred in this case and ultimately, the property owner sold the two lots to the town.

Inverse Condemnation?



Slide 40 - Inverse Condemnation cases are complicated and very expensive to litigate. For example, the Highlands Water Protection and Planning Act effectively makes it very difficult to win approvals to develop in nine percent of the state. However, in drafting that legislation, the state added a provision to the law that allows the Highlands Protection and Planning Commission to grant waivers to property owners who can demonstrate inverse condemnation. As a result, owners must go through this appeal process before they can go to court. And as we all know, that process can take years.

Case Study Eight

A Muslim congregation proposed to build a conforming mosque and educational center on a site of a former hotel. Within two months, the Council adopted a revised zoning code that requires a church to seek a conditional use variance if located in a residential zone. In one of the hearings, no less than 500 citizens attended and things became quite ugly. The town argued that the area in question had winding roads and there were other properties in other parts of town where the mosque could locate, although these properties were substantially more expensive.



Slide 41 - In case 8, a Muslim congregation proposed to build a conforming mosque and educational center on a site of a former hotel. Within two months, the Council adopted a revised zoning code that required a church to seek a conditional use variance if located in a residential zone. In one of the hearings, no less than 500 citizens attended and things became quite ugly. The town argued that the area in question had winding roads and there were other properties where the mosque could locate, although these properties were substantially more expensive. The mosque argued that its consultant found that traffic would not be a problem and that the area already had educational and other similar uses.

Case Study Eight

Did the court accept the town's position that it was not in violation of RLUIPA because the mosque could locate on other properties?

YES or NO?



Slide 42 – Did the court accept the town's position that it was not in violation of RLUIPA because the mosque could locate on other properties? YES or NO (pause)

Case Study Eight

NO - In Al Falah Center v Bridgewater, the Federal court was swayed by how quickly the council moved to change the zone. As a result of the decision, the town paid \$2.5 million to purchase another property for the mosque and the township's insurer paid the mosque's legal bills that amounted to \$5 million.



Slide 43 – **NO:** In Al Falah Center v Bridgewater, the Federal court was swayed by how quickly the council moved to change the zone. As a result of the decision, the town paid \$2.5 million to purchase another property for the mosque and the township's insurer paid the mosque's legal bills that amounted to \$5 million.

Case Study Nine

A zoning board conducted a hearing on a proposal to develop a mobile home park. Towards the end of the hearing, a resident spoke about a political controversy that was not relevant to the zoning issues before the board. He was asked to stop and when he refused, a scuffle broke out between the resident and the Board Chairperson.



Slide 44 – In case study 9, a zoning board conducted a hearing on a proposal to develop a mobile home park. Towards the end of the hearing, a resident spoke about a political controversy that was not relevant to the zoning issues before the board. He was asked to stop and when he refused, a scuffle broke out between the resident and the Board Chairperson. Democracy can be messy.

Case Study Nine

At a hearing, can a land use board limit testimony to issues that are relevant to the decision before the board? YES or NO?



Slide 45 – At a hearing, can a land use board limit testimony to issues that are relevant to the decision before the board? YES or NO (pause)

Case Study Nine

YES - The most frequently cited case in this situation is the 1990 decision in White v City of Norwalk where a Federal Court held that:

"In dealing with agenda items, the Council does not violate the first amendment when it restricts speakers to the subject at hand. While speakers cannot be stopped from speaking because the moderator disagrees with the viewpoint he is expressing, it certainly may stop him if his speech becomes irrelevant or repetitious."



Slide 46 – **YES:** The most frequently cited case in this situation is the 1990 decision in White v City of Norwalk where a Federal Court held that:

"In dealing with agenda items, the Council does not violate the first amendment when it restricts speakers to the subject at hand. While speakers cannot be stopped from speaking because the moderator disagrees with the viewpoint he is expressing, it certainly may stop him if his speech becomes irrelevant or repetitious."

Case Study Nine



Slide 47 - Unlike a Council meeting, there is no requirement that a land use board reserve a portion of its meetings for open comment. A Board hearing is not Speakers Corner in Hyde Park.

By law, Boards can limit comment to issues that are relevant to what the board may consider in reaching its decisions. The board can also insist on decorum consistent with its status as a court. When a land use

board allows a hearing to stray into inflammatory comments that are not relevant, it risks opening the town to a liability suit.

Slide 48 - At the beginning of each meeting, in addition to the Open Meetings Act, there should be a statement to the effect that:

“This meeting is a judicial proceeding. Any questions or comments must be limited to issues that are relevant to what the board may legally consider in reaching a decision and decorum appropriate to a judicial hearing must be maintained at all time.”

Case Study Nine

At the beginning of each meeting, in addition to the Open Meetings Act, there should be a statement to the effect that:

“This meeting is a judicial proceeding. Any questions or comments must be limited to issues that are relevant to what the board may legally consider in reaching a decision and decorum appropriate to a judicial hearing must be maintained at all time.”



Case Study Ten

A group of Orthodox Jewish residents attempted to create an enclosed “Eruv” zone so that they could push or carry objects outside their homes on the Sabbath. An Eruv can be established by running plastic string between utility poles. Where this has been done, the string is high and out of sight. The utility company agreed but after bitter controversy, the town decided to stop the plan by enforcing its 1954 ordinance that prohibits placing signs and the like on utility poles, fences, and other public places.



Slide 49 – In our last case, a group of Orthodox Jewish residents attempted to create an enclosed “Eruv” zone so that they could push or carry objects outside their homes on the Sabbath. Eruv’s were originally built with ropes and wooden poles, but today an Eruv can be established by running plastic string between utility poles. Were this has been done, the string is high and out of sight. The utility company agreed but after bitter controversy, the town decided to stop the plan by enforcing its 1954 ordinance that prohibits placing signs and the like on utility poles, fences, and other public places.

Case Study Ten

Did the town violate the resident’s civil rights by enforcing its sign ordinance to prevent the Eruv? YES or NO?



Slide 50 – Did the town violate the resident’s civil rights by enforcing its sign ordinance to prevent the Eruv? YES or NO (pause)

Case Study Ten

YES - The court based its decision on the fact the town’s action constituted selective enforcement because over the years officials ignored numerous other violations such as signs for yard sales, lost animals, house numbers, directional signs to churches, and the like. While all law enforcement is inherently selective, it is illegal to make that selection based on criteria that amounts to illegal discrimination.



Slide 51 – **YES**: The court based its decision on the fact the town’s action constituted selective enforcement because over the years officials ignored numerous other violations such as signs for yard sales, lost animals, house numbers, directional signs to churches, and the like. While all law enforcement is inherently selective, it is illegal to make that selection based on criteria that amounts to illegal discrimination.

Indemnification & Defense

New Jersey law allows towns to defend and indemnify their officials and employees for claims that arise from their performance of their official functions.



Slide 52 - Our final topic is indemnification and defense if you are sued. Fortunately, New Jersey law allows towns to defend and indemnify their officials and

employees for claims that arise from their performance of their official functions. This can even include punitive damages and defense costs from criminal proceedings under some circumstances. The Council's authority is very broad.

Indemnification & Defense

There is no legal requirement that the Council exercise this authority under Title 59 provided that the Council cannot be arbitrary and capricious in its decision.



Indemnification & Defense

Much of the uncertainty can be avoided if the town adopts an indemnification ordinance. Most towns have these ordinances and each of you should review the provisions.



Slide 53 - However, there is no legal requirement that the Council exercise this authority under Title 59 provided that the Council cannot be arbitrary and capricious in its decision. Therefore, it cannot refuse indemnification to one individual for circumstances similar to something that it granted indemnification to another person.

Slide 54 - Further, much of the uncertainty can be avoided if the town adopts an indemnification ordinance. Most towns have these ordinances and each of you should review the provisions. This is really your first line of defense. (Discuss the town's indemnification ordinance)

Insurance

While every policy is different, universally these policies do not cover punitive damages, fines or penalties (paise), fraudulent, dishonest, malicious, criminal or knowingly wrongful acts or omissions (paise), and willful violations of statute, ordinance, rule, agreement, or judicial or regulatory order.



Slide 55 - What about insurance? Typically insurance only covers about half of the cost of these claims. To understand Public Officials Liability policies, you need to read the exclusions. While every policy is different, universally these policies do not cover punitive damages, fines or penalties, fraudulent, dishonest, malicious, criminal or knowingly wrongful acts or omissions, and willful violations of statute, ordinance, rule, agreement, or judicial or regulatory order. In fact, it is against state law for any insurance policy to cover intentional acts because such coverage would encourage wrongdoing. This is known as a moral hazard. It is significant that some of these things can be covered by the

indemnification ordinance even if they can not be legally covered by the insurance policy.

Insurance

These policies do not cover condemnation and inverse condemnation.

These policies will not pay for a defense in criminal court, even if the public official is subsequently acquitted.



Slide 56 - And these policies do not cover condemnation and inverse condemnation which we also discussed earlier. Another point is that these policies will not pay for a defense in criminal court, even if the public official is subsequently acquitted. However, the indemnification ordinance may cover these defense costs depending on its terms.

Special Policy for Members of Land Use Boards

When board members are sued personally for their alleged actions as part of a land use board and not indemnified, the MEL special policy will provide up to \$50,000 (annual aggregate) in defense coverage for the following risks: 1) Criminal Acts; 2) Willful Violations; 3) Self-Dealing/Illegal Profit; and 4) Condemnation, by whatever name used.



Slide 57 - The MEL provides a special policy to land use board members who complete this course. There is no premium because the purpose is to motivate members to attend this class. This special policy covers members personally for many cases that otherwise would be excluded under all other policies.

Specifically, when board members are sued personally for their actions as part of a land use board and not indemnified, the MEL special policy will provide up to \$50,000 (annual aggregate) in defense coverage for the following risks: 1) Criminal Acts; 2) Willful Violations; 3) Self-Dealing/Illegal Profit; and 4) Condemnation, by whatever name used. HOWEVER, you will only be reimbursed under this policy if you are acquitted.

Precautions

Create an environment where your staff and attorney are encouraged to tell you what you should hear and not necessarily what you or the public wants to hear.

Do not meet meeting with applicants or opponents to an application alone.

Avoid saying anything that can be construed as bias, both at meetings and elsewhere.

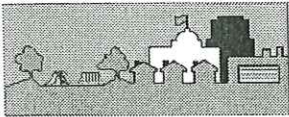


Slide 58 – Before we conclude there are several other precautions we should discuss.

- Create an environment where your staff and attorney are encouraged to tell you what you should hear and not necessarily what you or the public wants to hear. If there is litigation, be guided by the attorney representing you.
- Do not meet with applicants or opponents to an application alone.

- Avoid saying anything that can be construed as bias, both at meetings and elsewhere. For example, in one case a board member said at a contentious hearing: “We are not going to do anything that is contrary to the wishes of the public.” Comments like that make it very difficult to defend the board in court.

NJMEI.ORG



QUESTIONS



Slide 59 – Questions?

To: Wyckoff Township Committee
From: Robert Landel & Aref Afshar
Re: Township of Wyckoff Protection of Historic Sites
Date: August 1, 2018

Situational Facts

The township committee of Wyckoff has requested that the firm research options Wyckoff Township would have to protect historic sites. Currently, the township of Wyckoff has no ordinance to protect historic sites from alteration and demolition. Recently, a Midland Park property owner submitted an application with the Borough of Midland Park to demolish a historic stone house on the Midland Park-Wyckoff border. As Midland Park has no ordinance on the books protecting historic sites, the application is likely to be approved, and the home is likely to be destroyed. Other similar historic buildings are present in Wyckoff. The township committee would like to know its options in protecting the historic buildings.

Questions Presented

What are the options available for the township to protect historic sites? What are the costs and benefits to these options?

Short Answer

Wyckoff may protect these historic sites by establishing a Historic Preservation Commission ("HPC"). By establishing such a commission, they would be able to independently survey historic sites, and establish restrictions on construction and demolition on historic sites. The township could decide to have a "soft" commission, which would report recommendations of all building/demolition permits to the planning board, who would then have the discretion to either follow, modify, or reject the commission's findings. The township could also

create a "strong" commission that would report directly to the administrative officer who would be bound by the recommendations of the report.

In order to form an HPC, the town's ordinance establishing the HPC would have to follow New Jersey's Municipal Land Use Law ("MLUL"). This would require that the commission include two classes of historical and architectural professionals, and have a total of five, seven, or nine members. The commission would also require a budget apportioned by the governing body. Although the HPC would survey lands and submit reports to the planning board, it would be the board's ultimate decision if property becomes a historic site/district. When it comes to permits, the HPC may have the ability to unilaterally determine whether a permit may be issued (hard commission), or merely provide a report to the appropriate land use board that would make the ultimate decision (soft commission).

Applicable Statutes

N.J.S.A. §§13:1B-15.128-13:1B-15.131

N.J.S.A. §40:55D-4

N.J.S.A. §40:55D-6

N.J.S.A. §40:55D-44

N.J.S.A. §§40:55D-107-40:55D-112

Discussion

This discussion focuses on the options available to the Township of Wyckoff to protect their historic sites. Currently, the Township Code has no ordinance on record to protect historic sites or districts. While New Jersey has a register of historic places,

presence on the register only hinders municipalities and governments from encroaching upon the land or structure, but does not prevent private entities from disturbing the land. N.J.S.A. §13:1B-15.131; Hoboken Environment Committee, Inc. v. German Seaman's Mission, 161 N.J. Super. 256, 270 (Super. Ct. 1978). However, MLUL does provide an option for municipalities to protect their historic sites by establishing a historic preservation commission. N.J.S.A. §40:55D-107.

The historic preservation commission: general powers

This HPC, once formed, would be able to submit survey reports on what they consider to be historic sites or districts. A historic site is any property or portion of a property that has historic, architectural, archeological, cultural, or scenic significance. N.J.S.A. §40:55D-4. A historic district is a section of one or more historic sites and surrounding property that either supports or is supported by the character of the historic sites. Id. Once approved by the planning board of the town, and distinguished appropriately on the historic preservation element of the master plan, these historic sites are protected by the oversight of the commission. N.J.S.A. §40:55D-109.

The amount of oversight the HPC has can be determined by ordinance. William M. Cox Et. Al., New Jersey Zoning & Land Use Administration 68 (2017); N.J.S.A. §40:55D-111. In either form, the HPC will be referred to for any permit application regarding a historic site or district. N.J.S.A. §§40:55D-110-40:55D-111. Both forms of the commission will evaluate the permit and its effect on the historic site/district. Id. In the "soft" form of the commission, this

recommendation is handed off to the planning board. Cox supra at 68. The planning board may then either follow, modify, or reject the recommendation. Id. However, this reasoning must be supported by evidence in the record. Id. In the "hard" form of the commission, the recommendation would go directly to the administrative officer who would be bound to follow the recommendation. Id. In both forms, applicants may appeal to the Board of Adjustment. If the town wanted to develop land with a historic site, the HPC would, in either form, submit a written recommendation to the planning board, and can have a representative explain the report during the public hearing addressing the development request. N.J. §40:55D-110.

When an applicant applies for a demolition permit, the HPC can even enact the power of eminent domain. Cox supra at 71. If a master plan allows for the reservation of public areas within a proposed development, the HPC may recommend that the historic site be reserved. See Id; N.J.S.A. §40:55D-44; N.J.S.A. §40:55D-6. This would give the town a 1-year span to raise the appropriate funds through grants and fundraising in order to purchase the property by paying to the owner for his or her actual loss. See Id; N.J.S.A. §40:55D-44; N.J.S.A. §40:55D-6.

Requirements and Disadvantages to the HPC

To form a historic preservation commission, the town would have to, by ordinance, establish the commission. The town must meet the MLUL requirements for the HPC to have legal authority. In Estate of Neuberger v. Middletown Tp., 215 N.J. Super 375, 385. This means that the established HPC must have a set of five, seven, or nine members.

N.J.S.A. 40:55D-107. The Members are then placed into three categories: A person who is knowledgeable in building design/construction or architectural history (Class A), A person who is knowledgeable or has a demonstrated interest in local history (Class B), and a person who is a resident of the community and holds no other municipal position except on the planning board or board of adjustment (Class C). Id. The HPC must have at least one member of classes A and B, and the total of class A and B members must equal at least one less than the majority vote on the commission (two on the five person commission, three on the seven person commission, or four on the nine person commission). Id. Members of classes A and B need not be residents of the township. Id.

The ordinance may allow for either the mayor or chairman of the planning board to appoint the members of the HPC. Id. The initial terms must be evenly distributed to all expire within the first four years of appointment, and from there all terms must last four years. Id. Alternate members must have initial terms not exceeding two years, and then have two-year terms. Id.

When establishing an HPC, many towns worry about how the HPC may restrict the land rights of residents. While (in the soft commission form) the HPC has only the power to survey and recommend actions, most of the power is allotted to the planning board. N.J.S.A. §40:55D-108. If the planning board has chosen to denote a building as a historic site, they may, through recommendations by the HPC, restrict and even deny permits for additions, renovations, or demolitions of certain properties (so long as these restrictions are meant to preserve the

historical aesthetic of the site). Cox supra at 66-72. The designation of a historical site would also give the HPC and planning board the ability to raise funds and purchase a historic site when the owner seeks to demolish the site. Id at 71-72. However, all decisions made by the HPC and planning board, and carried out by the administrative officer, can be appealed to the board of adjustment or to the superior court. Id at 70; Hoboken Environment Committee 161 N.J. Super. at 263-264. This, however, also provides standing for residents of the township to sue Wyckoff in order to prevent the demolition of alteration of a historic site. See Id.

Robert Shannon

From: Robert Shannon
Sent: Thursday, July 05, 2018 11:55 AM
To: Rob Landel; tgarlick@lbklaw.com
Cc: Brian Scanlan; Rudolf Boonstra; Tom Madigan; Melissa Rubenstein; tshanley@wyckoff-nj.com
Subject: Request for Legal guidance
Attachments: 20180705115812673.pdf

Rob and Tom, good morning,

1. Below is a request from Township Committee Madigan which I believe is reflective of a Township Committee consensus (preserving Early American historical structures in Wyckoff) to research the law regarding preserving homes on the national register of historical homes and places.
2. the attached news report which appeared in today's Bergen Record states that these historic structures can be saved from demolition only if a municipal ordinance has been adopted to preserve them. Mr Madigan requested information in this regard. It is my understanding that the township code does not consist of such an ordinance.
3. I am requesting that you research this option for Township Committee consideration at their next meeting on 7-17-18.
4. An expression of caution, - preservation may mean different things to different people, and developer tricks may exist since there are different registers of historical places, i.e. national, state and Bergen County. I suspect not all contain the same preservation requirements and a score card may be required to distinguish each's requirements.
5. This matter is relevant because Wyckoff is home to approx. 12 homes and one commercial structure on the historic homes registries.

Attention Township Committee Members: This email is for informational purposes only. Emails must not involve decision making or deliberative function of the governing body.

Bob Shannon

Township Administrator

Memorial Town Hall

340 Franklin Avenue

Wyckoff, NJ 07481

201-891-7000 x104

201-891-9359 Fax

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Note: You are advised that this e-mail and all responses to this e-mail, including all attachments, may constitute "public records" which may be obtained by any person filing a request under the Open Public Records Act (OPRA). There should be no expectation that the content of e-mails exchanged with municipal officials and employees will remain private.

☑ Please consider the environment before printing this email.

-----Original Message-----

From: Thomas J. Madigan [<mailto:tmadiganvzw@gmail.com>]

Sent: Thursday, July 05, 2018 11:24 AM

To: Robert Shannon

Subject: Article on historic houses today Record

Hi Bob

Please see article in today Paper on historic Home in Midland Park plans to be demolished

It noted towns can prevent such with a local ordinance etc etc

Can we look this up and see if we might want to do such

Thanks

Best Regards,

Tom Madigan

TMadiganvzw@gmail.com

201.803.9211

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Historic Van Zile House near the Midland Park-Wyckoff border may be demolished soon

Meghan Grant, NorthJersey Published 6:35 a.m. ET July 4, 2018 | Updated 7:29 p.m. ET July 4, 2018



(Photo: Meghan Grant)

MIDLAND PARK — Plans to demolish a historic stone house, built decades before the American Revolution, has preservationists raising alarms.

Built in 1736, the Van Zile House, which sits near the Wyckoff border, was added to the National Register of Historic Places in 1983. It is one of Bergen County's original stone houses, dating to the 18th century.

"We are coming up on the 300th anniversary. If this were a community anywhere else in America, a 300-year-old house would be celebrated and people would see it as a point of pride. It would not be bulldozed," said H. Gelfand, chairman of the Bergen County Historic Preservation Committee. Gelfand said he first noticed the

building by chance while running errands in the area.

The Van Zile House is part of a trio of historic homes on Godwin Avenue, along with the Van Blarcom House and Terhune House, both in Wyckoff.

More: [Facing hefty repair tab, Ridgewood school board weighs selling historic building](#) (/story/news/bergen/ridgewood/2018/04/26/ridgewood-nj-may-sell-historic-cottage-place-building-national-register-historic-places/550431002/)

More: [NJ Supreme Court ruling saying no more grants to historic churches worries preservationists](#) (/story/news/new-jersey/2018/04/18/historic-preservationists-say-nj-supreme-court-ruling-could-have-detrimental-effects-local-communiti/529169002/)

More: [Tensions mount in Rochelle Park over Tyson House's potential tie to slave trafficking](#) (/story/news/bergen/rochelle-park/2018/06/04/rochelle-park-historic-home-may-have-ties-slavery-critics-say/644919002/)

The three houses were all part of the same farm in pre-Revolutionary War times, Gelfand said.

Bergen County is home to about 200 historic stone houses, but development pressure is threatening many of them.

"These stone houses are disappearing with increasing speed, in large part because many of them are on large pieces of land and developers come up with ideas. They present them to mayors and councils.

"They see instead of getting so much tax dollars, if there are 20 town houses on the property, that's more tax revenue," Gelfand said. "There are a number of them that are essentially abandoned."

According to the National Register of Historic Places, the Van Zile House's original unit is the center section, with a kitchen wing and bay window added later.

The owner, 714 Godwin Avenue LLC, is associated with Manhattan Property Partners, and purchased the property last spring. It has filed an application with Midland Park seeking to demolish the building.

No plans have been submitted to Midland Park indicating what the developer hopes to build at the half-acre site. The developers submitted a June 12 sample letter to the borough intended to inform neighbors. However, not everyone in the area is aware of the pending demolition.

"It's a shame. The house is really cool, but it really was a mess inside," said neighbor Andrea Moraski.

7/5/2018

Developer wants to demolish Midland Park-Wyckoff historic home

Although there is a Historic Sites Committee on the books in its ordinances, Midland Park does not have a historic preservation ordinance and has no such provision in its master plan.

Without a local ordinance, there really is no authority to save homes, even those on the National Register of Historic Places, Gelfand said. The Bergen County Historic Preservation Committee intends to reach out to the developer in the hope of having certain elements of the home, such as the unique stonework, included in new construction.

An example of this compromise is the [Naugle House in Fair Lawn](#) ([/story/news/2017/07/14/naugle-house-finally-ready-renovations/457047001/](#)), a Dutch Colonial from about 1740 that will be restored, saved from demolition through a municipal and volunteer partnership.

"It's becoming increasingly frustrating to us to convince municipalities that these houses are worth saving, and having that creative force to come up with options or alternative solutions, or finding that right person willing to live in an old house," Gelfand said.

Read or Share this story: <https://njersy.co/2Np3IRz>

TOWNSHIP OF WYCKOFF
COUNTY OF BERGEN
STATE OF NEW JERSEY
RESOLUTION #18-215

INTRODUCED: *Shanley*

SECONDED: *Madigan*

MEETING DATE: July 3, 2018

REFERENCE: Proposing Ridgewood Establish
a Committee of Representatives From Glen
Rock, Midland Park & Wyckoff
to Establish Water Rates

VOTE: BOONSTRA ✓ MADIGAN ✓ RUBENSTEIN ✓ SCANLAN ✓ SHANLEY ✓

WHEREAS, the governing body of the Village of Ridgewood establishes water rate increases with the adoption of a majority vote of its members present for Ridgewood Water Company; and,

WHEREAS, the water rate payers of Wyckoff, Midland Park and Glen Rock have no representation on the governing body of the Village of Ridgewood and the governing body of Ridgewood is not accountable to the water rate payers of Glen Rock, Midland Park and Wyckoff; and,

WHEREAS, the governing body of the Village of Ridgewood does not view their role as fiduciary to the water rate payers who do not elect them but who suffer the consequence of their actions; and,

WHEREAS, on 6/27/18 the governing body of the Village of Ridgewood adopted Ordinance #3636 (which re-established water rates and fees from 2010-2017) and Ordinance #3637 which amended water rates and fees for 2018 of Ridgewood Water Company by a vote of four (4) votes, with one member absent from the vote; and,

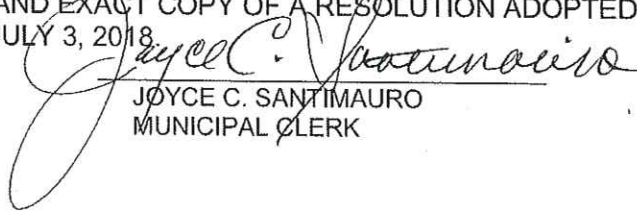
WHEREAS, the Township of Wyckoff recommends that the governing body of the Village of Ridgewood establish a committee of two representatives each from Ridgewood, Glen Rock, Midland Park and Wyckoff for the purpose of investigating and establishing a Municipal Utilities Authority to review, recommend, and approve any future rate increases and fee increases as a process to be inclusive, fair and to demonstrate a fiduciary responsibility to the water rate payers of Glen Rock, Midland Park and Wyckoff for Ridgewood Water Company.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey that the Township Committee recommends that the Village of Ridgewood Governing Body establish a committee of two representatives each from Ridgewood, Glen Rock, Midland Park and Wyckoff for the purpose of investigating establishing a Municipal Utilities Authority to review, recommend, and approve any future rate increases and fee increases as a process to be inclusive, fair, transparent and to demonstrate a fiduciary responsibility to the water rate payers of Glen Rock, Midland Park and Wyckoff for Ridgewood Water Company.

BE IT FURTHER RESOLVED, that the Municipal Clerk forward certified copies of this resolution to the Mayors, Governing Body Members and Municipal Administrators of Midland Park, Glen Rock and Ridgewood, District 38 and 40 Legislators and the New Jersey Board of Public Utility Members.

CERTIFICATION

I, JOYCE C. SANTIMAURO, MUNICIPAL CLERK OF THE TOWNSHIP OF WYCKOFF,
CERTIFY THE ABOVE TO BE A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED
BY THE TOWNSHIP COMMITTEE ON JULY 3, 2018.



JOYCE C. SANTIMAURO
MUNICIPAL CLERK



Rockland Electric Company

Rockland Electric Company
4 Irving Place
New York NY 10003-0987
www.oru.com

John L. Carley
Associate General Counsel
(212) 460-2097
FAX: (212) 677-5850
Email: carleyj@coned.com

July 23, 2018

**VIA ELECTRONIC &
REGULAR MAIL**

Mr. Anthony Visco
Supervisor
Customer Assistance
State of New Jersey
Board of Public Utilities
PO Box 350
Trenton, NJ 08625-0350

Re: Wyckoff Resolutions to Revoke the Electric Franchise of Rockland
Electric Company

Dear Mr. Visco:

This letter responds to your request that Rockland Electric Company (“RECO” or the “Company”) provide its position regarding Wyckoff Resolutions 18-146 and 18-170 (“Resolutions”) authorizing the Township of Wyckoff’s (“Town”) request “to de-franchise from utility company Orange and Rockland.”¹ **The Company opposes the Resolutions.** The Town has been an important service area of the RECO electric system for over 100 years. In that time period the Company has steadfastly served the Town and its citizens, by providing, safe, reliable and convenient electric power services. The Company’s investments in the Town over the past 100 years have facilitated the region’s economic vitality and support not just the Town, but the surrounding northwest Bergen County region. To try to separate the Company’s electric distribution system located in the Town from that of the continuous region understates the real economic value RECO provides to the Town and the surrounding community in the form of tax revenue, economic development, and physical security and comfort.

The Town serves as a key component of the Company’s electric distribution grid and the Company maintains a well-established presence in the community. The Company is active in the community **with its energy efficiency and charitable contributions programs.** Local management is readily available and meets with regional and municipal

¹ As a preliminary matter, RECO provides electric utility service to the Town. Orange and Rockland Utilities, Inc. (“Orange and Rockland”) is the corporate parent of RECO. Orange and Rockland provides electric utility service solely in Rockland, Orange and Sullivan Counties in the State of New York.

stakeholders. RECO departments, such as the line clearance group and overhead construction department, have established relationships with police, fire, highway and other key Town departments. These working level relationships have been productive and beneficial for both RECO and the Town for many years. Finally, the Company has long maintained an established work headquarters in the Town and recently constructed a new communications hub for RECO's smart grid and distribution automation deployment. Simply put, RECO has made and continues to make substantial infrastructure, physical plant, and personal relationship investments in the community, recognizing the vital role the Town plays for both the Company and the regional electric grid.

Accordingly, no grounds exist for the Board of Public Utilities ("Board") to authorize the Town to revoke RECO's electric utility franchise. The notion that a utility may have its franchise revoked, based solely on its inability to comply with the subjective performance standards of elected officials, particularly in the context of a combined dual weather event, is fundamentally at odds with enlightened and effective regulation. It also ignores the long-term physical and personal relationships RECO has built with the Town and its leaders through many generations.

Severity of Winter Storms Riley and Quinn

The genesis of the Resolutions appears to be the dissatisfaction of certain elected officials of the Town regarding the Company's response to Winter Storms Riley and Quinn. This dissatisfaction fails to recognize the strong electric reliability the Town has been receiving from the Company for many years, absent this one month's events. In the last five years the electric performance for frequency and duration of outages in the Town has been at, or exceeded, the total Company's system performance levels. The Company would note that Winter Storms Riley and Quinn resulted in damage not seen since Superstorm Sandy. In fact, local reports indicated that the damage suffered by Wyckoff from Winter Storms Riley and Quinn exceeded the damage resulting from Superstorm Sandy. As described in the Company's Major Event Report for Winter Storms Riley and Quinn filed with the Board on April 4, 2018, these two consecutive storms resulted in a substantial number of customer outages and system damage that in many areas required ten days for restoration. As an indication of the impact of this event on the Orange and Rockland/RECO electrical system, the severity of these storms resulted in more than 370 road closures; replacement of 219 poles, 166 transformers, and 67,100 feet of wire. In many cases, the Company needed to rebuild portions of its electric delivery system. These storms and the resulting tree damage not only impacted the electrical infrastructure but also affected the homes and property of many people across the region.

The very high sustained winds and saturated ground during Winter Storm Riley, combined with heavy wet snow, caused mature trees to be ripped out at their roots, and shattered others at their trunks. The heavy wet snow of Winter Storm Quinn caused further damage to the already impacted distribution system. Virtually all of the damage to the electric distribution system, and the consequential outages, resulted from the impact of privately owned trees and large tree limbs outside the Company's right of way (i.e., not directly under or adjacent to Company wires).

Due to the significant amount of tree damage that occurred, restoration efforts were difficult and time-consuming. Fallen trees on public roads made many areas in the Company's service territory inaccessible until the trees could be removed.

Meetings with Town Officials

The Company recognizes the frustration many customers felt as a result of Winter Storms Riley and Quinn. The Company has met with a number of municipal leaders and customers to hear, first-hand, their concerns about the storm restoration and to receive their suggestions and recommendations for improving the Company's emergency storm response. Meetings at which Town representatives participated include the following:

- April 16 - Board public hearing in Mahwah;
- May 14, 2018 – communication meeting at Wyckoff Township;
- June 9, 2018 – Northwest Bergen Mayors Association meeting;
- June 19, 2018 – Wyckoff Township Committee meeting; and
- July 16, 2018 – Office of Emergency Management meeting – Allendale, Franklin Lakes, Oakland, and Wyckoff.

These meetings highlight the Company's efforts to address the Town's concerns, solicit its feedback and rebuild relationships.

System Improvements

RECO's commitment to providing safe and reliable electric utility service to the Town is demonstrated by the significant system improvements that it has made and will continue to make, all of which benefit the Town.

In 2015, the Company completed the Wyckoff - Crescent Avenue Mainline Reconductor Project. The purpose of this project was to establish a main line distribution tie on Allendale circuit 39-1-13 on Crescent Avenue with Godwin Avenue. Upgrading both of these radial feeds to standard mainline construction and providing a distribution tie provided a new switchable backup. This was a storm hardening effort that addressed service reliability concerns due to aging infrastructure. A second portion of this project was completed in 2016.

In addition, the Company has embarked on the implementation of a \$13.4 million Wyckoff Area Reinforcement Plan that has been provided to the Board and is described below.

Short Term Plan (2018 through 2019)

- 1) Automation Enhancement and Resiliency Project (Smart Grid)
Scheduled to be completed in 2018 through first half of 2019:

- a. Establish new automation points to include an additional 15 remote control switches.

2) Allendale Substation Resiliency/Undergrounding (65% of Wyckoff residents are served from this substation)

Scheduled to be completed by fall 2019:

- a. Eliminates two separate double circuit configurations located on Heights Road and Crescent Place;
- b. Constructs two underground circuits between Allendale substation and Franklin Turnpike and East Crescent Avenue; and
- c. Increases circuit diversity and eliminates weather, tree and motor vehicle risk to the circuit at the source.

3) Franklin Lakes to Wyckoff Circuit Reinforcement (35% of Wyckoff residents are served from the Franklin Lakes substation)

Scheduled to be completed by fall 2019:

- a. Install a new circuit tie between Franklin Lakes and Wyckoff on Old Mill Road;
- b. This is a solution that provides relief for Wyckoff and provides an alternate source to serve the area; and
- c. The project also implements a new automation circuit which includes four remote control motor operated switches and two remote control breakers.

Long Range Plan (2019 – 2021)

1) Brookside Avenue Undergrounding

Scheduled to be completed in 2020:

- a. Install an underground circuit on Brookside Avenue between West Crescent Avenue and Wyckoff Avenue to eliminate a double overhead circuit configuration which exists for 12,000 feet.

2) Old Mill Road and Field Terrace, Undergrounding

Scheduled to be completed in 2020/2021:

- a. Install dual underground circuit starting on Old Mill Road and ending on Field Terrace to eliminate a double overhead circuit configuration which exists for 7,000 feet.

3) Greenwood Ave and Godwin Avenue, Wyckoff Resiliency

Scheduled to be completed in 2021:

- a. Implement a new circuit connection to serve the load in the Town's commercial district;

- b. The project will require the installation of 1,500 feet of new wire with poles;
and
- c. The project includes three remote control motor operated switches.

Conclusion

In conclusion, the Town has been an important service area of the RECO electric distribution system for generations. Its electric infrastructure is fully integrated into the northwest Bergen County regional grid and serves as a critical component of the safe, reliable and convenient electric services RECO provides. The Company has, and plans for, continued physical investment in the community and is an active participant in the community through its energy efficiency and charitable contribution programs. The Company strongly opines that no basis exists for the revocation of the Company's electric utility franchise with the Town.

Please contact me if you have any questions regarding these responses.

Very truly yours,

/s/ John L. Carley

John L. Carley
Assistant General Counsel

c: Robert J. Shannon, Jr. (via regular mail)
Township Administrator
Administrator's Office
340 Franklin Avenue
Room 106
Wyckoff, NJ 07481

ELIZABETH C. MCKENZIE, P.P., P.A.
COMMUNITY PLANNING AND DEVELOPMENT
9 MAIN STREET
FLEMINGTON, NEW JERSEY 08822
TELEPHONE (908) 782-5564
TELEFAX (908) 782-4056
ecmcke@gmail.com

SCANNED

JAN 23 2018

RE E. McKenzie
2018 Planning
Services

January 23, 2018

Wyckoff Township Committee and Planning Board
c/o Robert J. Shannon, Jr., Township Administrator
Memorial Town Hall, Scott Plaza
340 Franklin Avenue
Wyckoff, New Jersey 07481

Re: 2018 Planning Services, Township of Wyckoff

Dear Township Committee Members and Members of the Planning Board:

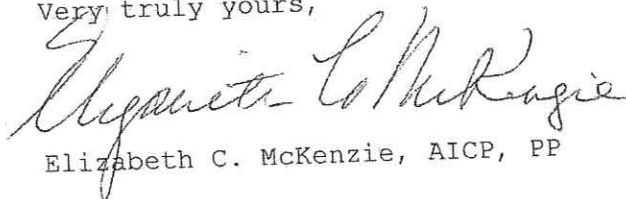
The purpose of this letter is to present a proposal for providing planning services in 2018 on matters that I had started but had not yet completed by the end of 2017.

These planning services include the finalization of the settlement agreement with Fair Share Housing Center and its submission for the Court's approval; the preparation of the Housing Element and Fair Share Plan for adoption and submission to the Court in support of a final Judgment of Compliance and Repose; participation in the review of inclusionary development applications submitted to the Planning Board or Zoning Board of Adjustment and consultations as needed on other affordable housing matters for as long as I am still residing in New Jersey and available to offer such services.

These services would be billed to the Township or to the Planning Board's or Zoning Board's escrow accounts, as appropriate, at the rate of one hundred fifty dollars (\$150.00) per hour, including travel time. Printing, postage, delivery and other out of pocket expenses would be passed through directly with no surcharges.

It is understood that the Township will be seeking to retain the services of a new planner in 2018, and that the Township would be under no obligation to use my services in any of these matters unless it chooses to do so.

Very truly yours,


Elizabeth C. McKenzie, AICP, PP

ELIZABETH C. MCKENZIE, P.P., P.A.

SUGGESTED LIST OF PLANNING CONSULTANTS TO CONSIDER
(not in any particular order)

Darlene Green, Maser Consulting

dgreen@maserconsulting.com

53 Frontage Road, Suite 110
Hampton, NJ 08827
908-238-0900 ext.135

Michael Mistretta, Harbor Consultants, Inc.

michaelm@hccicg.net

320 North Avenue East
Cranford, New Jersey 07016
908-276-2715 (work)
908-507-0510 (cell)

Jessica Caldwell, J. Caldwell & Associates, LLC

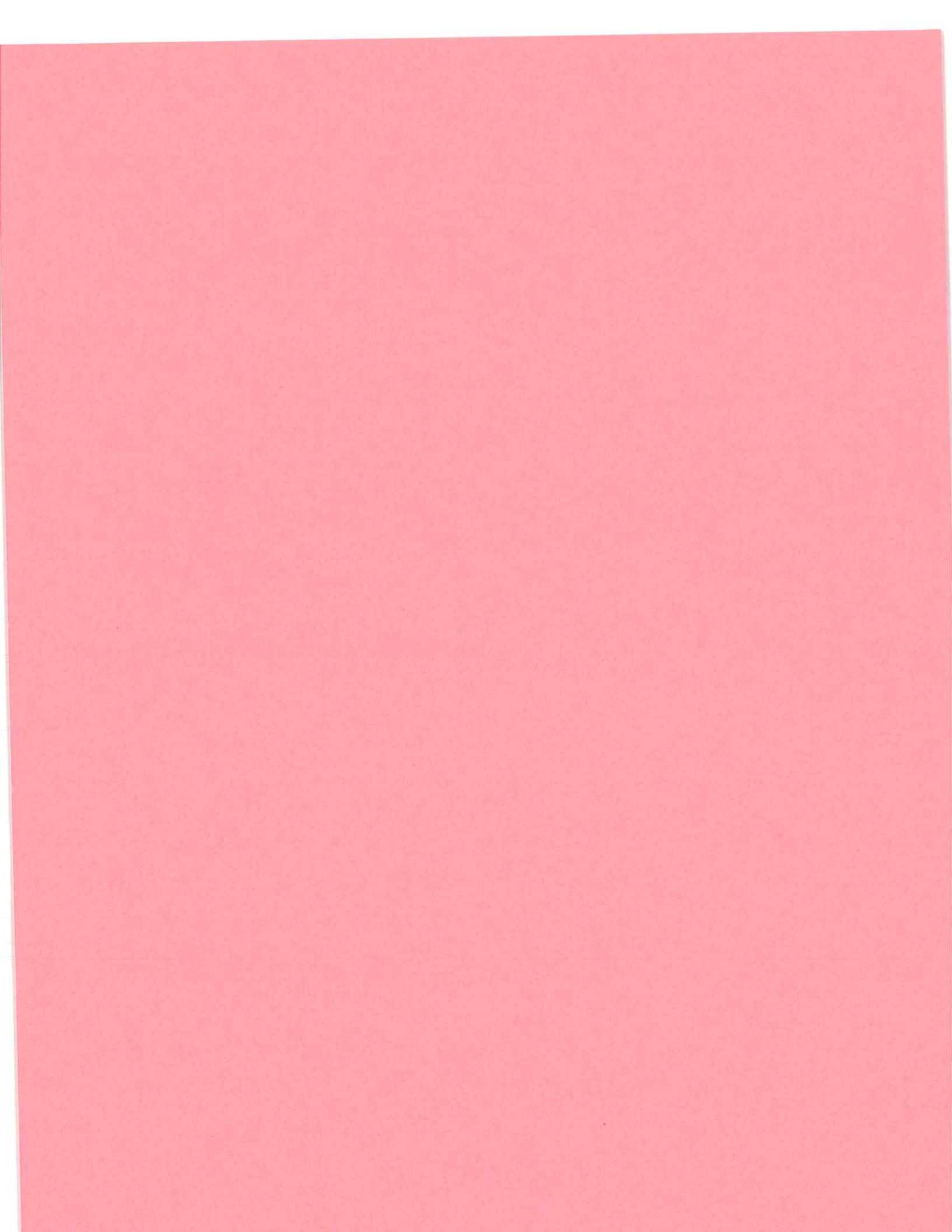
jcaldwell@jcaldwellassociates.com

122 Main Street, Suite 104
Newton, NJ 07860
973-300-5060 (work)
201-522-5285 (cell)

Keenan Hughes, Phillips, Preiss, Grygiel, LLC

keenan@phillipspreissgrygiel.com

33-41 Newark Street, Third Floor, Suite D
Hoboken, NJ 07030
201-420-6262



TOWNSHIP OF WYCKOFF
ENGINEERING DEPARTMENT

T C
Landel
✓ CFO
✓ Clerk

SCANNED

JUL 08 2018

RE Lakeland
Bank -
Development
Escrow

MEMORANDUM

TO: Robert Shannon, Township Administrator

FROM: Mark A. DiGennaro, P.E., Township Engineer

DATE: July 6, 2018

CC: Rob Landel, Township Attorney

RE: Lakeland Bank – Development Escrow on Deposit

As you are aware, Lakeland Bank representative, Lester Lucas, was referred to me by the Clerk and CFO to answer questions regarding the status of escrow funds on deposit with the Township. After reviewing all of the information I requested from the Clerk and CFO regarding this matter, I have arrived at the following conclusions:

1. The Lakeland Bank Resolution of Planning Board Approval is dated 12/7/1998 and stipulates a voluntary cash contribution in the amount of \$30,000.00 to be placed in escrow toward the construction of the Interior Block Parking Plan, when and if, such plan is implemented.
2. Deed of Easement and Agreement for Interior Block Parking made on June 8, 2000 was recorded at Bergen County on June 21, 2000.
3. There currently exists on deposit with the Township the following:
 - \$30,000.00 – Per the resolution described above.
 - \$10,000.00 – Unsubstantiated deposit listed on deposit identified on trust account verification form as “performance guarantee for future ramps and interior block parking”.
 - \$500.00 performance guarantee for parking lot striping which was authorized to be released by resolution #01-90. It appears funds remain on deposit in acct# T-12-56-810-810.
 - Accrued interest in the amount of \$1,382.10 on deposit in Accutrack #2425.

Based on my review of the file and the above information, it would appear that the only deposit which can be verified as being required to remain on deposit with the Township per the resolution of approval listed above is the \$30,000.00 for the interior block parking plan. Since I have not found any supporting information to document the requirement of the \$10,000.00, it would appear reasonable to return this amount to the applicant together with the \$500.00 for the parking lot striping which was supposed to have already been refunded in 1990.

For further discussion, the Township may wish to consider the necessity to continue to hold escrow deposits for purposes of guaranteeing the fulfillment of the Interior Block Parking plan despite having recorded deed of easements to ensure that purpose. It may also wish to consider the practicality and reasonableness of administering large sums of cash for periods of time which may be indefinite should the interior parking plan never be implemented.

Please provide guidance on the above and your authorization to release the funds recommended, if you agree.

I have attached copies of the pertinent information.

following conditions: a voluntary \$30,000.00 cash contribution immediately would be put into escrow toward the construction of the Interior Block Parking Plan when and if such plan is implemented, and the property immediately would be graded to accept the Interior Block Parking Plan when and if implemented, and a Developer's Agreement would be signed by the applicant including a provision dealing with the Interior Block Parking Plan and an additional provision requiring execution of cross easements in order to implement such Interior Block Parking Plan. Additional conditions are use of brick pavers for sidewalks on all frontages and handicap ramps by the Applicant and the Applicant will provide the Township of Wyckoff with a road widening easement with regard to Wyckoff Avenue. The Applicant shall also comply with any existing or future regulations set forth in the zoning ordinance of the Township of Wyckoff pertaining to signs and the Interior Block Parking Plan. This approval is also subject to the approval of the Bergen County Planning Board.

BE IT FURTHER RESOLVED that the Wyckoff Planning Board hereby determines that the variances hereby granted constitute "flexible" variances under N.J.S.A. 40:55-D-70c(2), due to the fact that the benefits of the residents of Wyckoff as a whole outweigh the detriments in allowing the variations from the minimum standards of the Wyckoff Code, Zoning, on maps 1 and 2, and of such variances which are pre-existing this application.

BE IT FURTHER RESOLVED that in granting such variances the Board finds and concludes that there is no substantial detriment to the public good and that it will not substantially impair the intent and purpose of Wyckoff Zone Plan and Zoning Ordinance

TOWNSHIP OF WYCKOFF

COUNTY OF BERGEN
STATE OF NEW JERSEY

RESOLUTION #01-90

INTRODUCED: Galenkamp SECONDED: Avia

MEETING DATE: February 20, 2001 REFERENCE: Return escrow -
Lakeland Bank
driveway striping

VOTE: MC NAMARA SMITH GALENKAMP SHOTMEYER AVIA

WHEREAS, Mr. Bruce Bohuny, President of Brooks Ltd Builders Company Inc. posted with the Municipal Clerk \$500.00 to stripe the parking lot of Lakeland Bank (236/1&2); and,

WHEREAS, Mr. Bruce Bohuny is requesting the return of the escrow money; and,

WHEREAS, the Township Engineer in a letter recommends the release of said escrow for parking lot striping.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey as follows:

1. The Township Committee does hereby accept the recommendation of the Township Engineer.
2. The \$500.00 escrow for parking lot striping at Lakeland Bank (236/1&2) shall be returned to the developer, Mr. Bruce Bohuny.
3. The Township Clerk will forward copies of this resolution to Mr. Bruce Bohuny, Vice President, Brooks Ltd Builders, 693 Wyckoff Ave., Wyckoff, NJ 07481.

CERTIFICATION

I, JOYCE C. SANTIMAURO, MUNICIPAL CLERK OF THE TOWNSHIP OF WYCKOFF, CERTIFY THE ABOVE TO BE A TRUE AND CORRECT COPY OF A RESOLUTION AS ADOPTED BY THE TOWNSHIP COMMITTEE ON FEBRUARY 20, 2001.

Joyce C. Santimauro
JOYCE C. SANTIMAURO
MUNICIPAL CLERK

WYCKOFF
NOTIFICATION
NUMBER

6/12/00

CLERK'S OFFICE MUST HAVE DEVELOPER FILL OUT IRS FORM W9 IF
GROSS REVENUE OVER \$5,000.00

DEVELOPER SHALL SERVE NOTICE TO ESTABLISH A TRUST ACCOUNT FOR:

LOT:

236/1

PROVIDED BLOCK/LOTS:

DEVELOPMENT NAME:
(AS APPEARS ON APPROVED MAP)
DATE OF FINAL APPROVAL:

Lakeland Bank

LOCATION OF DEVELOPMENT:
(STREET ADDRESS)

Wyckoff / Clinton Avenues

DEVELOPERS NAME:
SOCIAL SECURITY #: (IF OVER 1,000)
ADDRESS:
PHONE:

Lakeland Bank
(Mike Mina Telli 847-2480)

PL. BD./BD. OF ADD.
ACCOUNT NUMBER:

PERFORMANCE GUARANTEE CASH:
ENGINEERING/ESCROW CASH:

- 1) Performance guarantee
of future ramp of interior
block parking - \$10,000.00
- 2) performance guarantee -
implementation of interior,
block parking - \$30,000.00

TRUST _____ ACCUTRACT

0-14-56-830-887

DATE OF ANY ASSIGNMENT:

ASSIGNEE NAME:
ADDRESS:
PHONE:

DATE COMPLETED BY TREASURER:

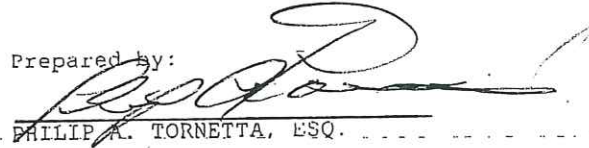
LOTUS:TRTACC

about # 00060

RECORD & RETURN TO:

Philip A. Tornetta, Esq.
Attorney At Law
137 Wyckoff Avenue
Wyckoff, NJ 07481

Prepared by:


PHILIP A. TORNETTA, ESQ.

DEED OF EASEMENT AND AGREEMENT FOR INTERIOR BLOCK
PARKING

This Deed of Easement and Agreement for Interior Block Parking is made on June 8, 2000,


BETWEEN

LAKELAND BANK, a banking corporation of the State of New Jersey, with offices at 250 Oak Ridge Road Oak Ridge, New Jersey 07438, and owner of Lots 1 & 2, Block 236 as designated on the Tax Map of the Township of Wyckoff and known as the address 652 Wyckoff Avenue, hereinafter referred to as the "Grantor",

AND

THE TOWNSHIP OF WYCKOFF, a municipality of the State of New Jersey, with its principal office at Memorial Town Hall, Scott Plaza Wyckoff, New Jersey 07481, ABBCAB ASSOC. LLC, owners of 235 Everett Avenue, Wyckoff, New Jersey 07481 and known as Lot 3, Block 236 on the Tax Map of the Township of Wyckoff, VICTOR LUCIA, JR. DMD, owner of 237 Everett, Wyckoff, New Jersey 07481 and known as Lot 4, Block 236 on the Tax Map of the Township of Wyckoff, JOHN (V) KINO and HANNAH KINO, owners of 241 Everett Avenue, Wyckoff, New Jersey 07481 and known as Lot 5, Block 236 on the Tax Map of the Township of Wyckoff, NADANN REALTY CO. LLC, owner of 640 Wyckoff Avenue, Wyckoff, New Jersey 07481 and known as Lot 6, Block 236 on the Tax Map of the Township of Wyckoff, KERN & ROGERS REALTY INC. owner of 642 Wyckoff Avenue, Wyckoff, New Jersey 07481 and known as Lot 7, Block 236 on the Tax Map of the Township of Wyckoff, KARL KERN and MARGARET ROGERS, owners of 646 Wyckoff Avenue, Wyckoff, New Jersey 07481 and known as Lot 8, Block 236 on the Tax Map of the Township of Wyckoff, and DIRNAN INC., owner of 648 Wyckoff Avenue, Wyckoff, New Jersey 07481 and known as Lot 9, Block 236 on the Tax Map of the Township of Wyckoff, hereinafter referred to as the "Grantees".

Transfer of Ownership and Consideration (N.J.S.A. 46:15-6). The Grantor, for and in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration received from the Grantees, hereby grants and conveys to the Grantees, as well as their heirs, grantees, successors, assigns, agents, servants, employees, tenants, visitors, licensees and invitees, a permanent and perpetual easement for the purpose to use any and all parking spaces located on the property owned by the Grantor, known and designated as Lots 1 & 2 in Block 236 on the Tax Map of the Township of Wyckoff. This easement includes the right to enter, exit, pass and travel through the parking area and lands located at Lots 1 & 2 in Block 236 to the extent necessary to permit use of the parking spaces on Lots 1 & 2 in Block 236 to permit interior block and common parking for Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 in Block 236, and to permit the Township of Wyckoff to construct and maintain such interior block and common parking area, as may be necessary, all for the benefit of the general public, the Township of Wyckoff and adjoining properties within Block 236, in accordance with the Township of Wyckoff, Central Business Triangle Streetscape Master Plan, and any amendments thereto, and as provided for in Section 186-26A(2) of the Zoning Code of the Township of Wyckoff and any and all amendments thereto.

Consideration: \$1.00
Realty Transfer: EXEMPT
Fees: 3.00
Tot: 3.00 By 

076564

00 JUN 21 PM 2:33

Kern & Rogers
COUNTY CLERK

RECORDED-BERGEN COUNTY

Robert Shannon

From: Robert Shannon
Sent: Tuesday, July 31, 2018 1:27 PM
To: Melissa Rubenstein; tshanley@wyckoff-nj.com; Rob Landel; Scott Fisher
Subject: FW: Request for the cost estimates for artificial turf field construction at Memorial field
Attachments: Field Turf.pdf; Shaw Sports Turf.pdf; Dakota.pdf

All, as per your request. Please review this in anticipation of our 8-9-18 7PM meeting. thanks bob

Attention Township Committee Members: This email is for informational purposes only. Emails must not involve decision making or deliberative function of the governing body.

Bob Shannon
Township Administrator
Memorial Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481
201-891-7000 x104
201-891-9359 Fax

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- Wyckoff, NJ Office of Emergency Management
- Wyckoff Mayor's Wellness Campaign
- Wyckoff Police Department
- Wyckoff Recreation Department

Follow us on Twitter: @WyckoffTownship

Follow us on Instagram: wyckoffnj

Follow Wyckoff Municipal Alliance on Instagram: wyckoff_municipal_alliance

Note: You are advised that this e-mail and all responses to this e-mail, including all attachments, may constitute "public records" which may be obtained by any person filing a request under the Open Public Records Act (OPRA). There should be no expectation that the content of e-mails exchanged with municipal officials and employees will remain private.



Please consider the environment before printing this email.

From: Parkwood Deli [<mailto:parkwooddeli@gmail.com>]

Sent: Tuesday, July 31, 2018 1:23 PM

To: Robert Shannon

Subject: Re: Request for the cost estimates for artificial turf field construction at Memorial field

Bob

Thank you for your patience.

I've attached the proposals for your review. Please feel free to contact me with any questions.

Roger

Park Wood Deli & Catering
(201) 689.0855
parkwoodcatering.com

On Mon, Jul 30, 2018 at 8:17 AM, Robert Shannon <wyckoffadm@wyckoff-nj.com> wrote:

Gentlemen, good morning, we are scheduled to meet on Thursday 8-9-18 in the second floor of Town Hall, west wing conference room at 7PM. The Township Committee has requested copies of the cost estimates so they can review them prior to the meeting. Please forward those cost estimates to me as soon as possible.

thanks Bob

Attention Township Committee Members: This email is for informational purposes only. Emails must not involve decision making or deliberative function of the governing body.

Bob Shannon

Township Administrator

Memorial Town Hall

340 Franklin Avenue

Wyckoff, NJ 07481

201-891-7000 x104

201-891-9359 Fax

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- *Wyckoff Recreation Department*

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Follow us on Instagram: [wyckoffnj](https://www.instagram.com/wyckoffnj)



July 31, 2018

PRICING PROPOSAL FOR WYCKOFF MEMORIAL FIELD

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled grass surface.

	Description	Quantity	Units	Unit Price	Total
	Synthetic Turf				
1	FieldTurf Supply and Installation of FTVT-57	111,269	SF	\$4.2800000	\$476,231
2	Inlaid Football Grid Iron	1	EA	\$7,070.00	DONATED
3	Inlaid Baseball Markings	1	EA	\$7,070.00	DONATED
4	Inlaid Softball Markings	1	EA	\$7,070.00	DONATED
5	Gmax Testing (1) Test at Install	1	EA	\$1,515.00	DONATED
6	Customer Loyalty Discount	1	LS	-\$58,585.00	-\$58,585.00
					-
	Total Project				\$417,646

Product Details

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf Vertex FTVT-57 system, with the following product characteristics:

Pile Height: 2.25 Inches
 Infill Weight: 6 lbs/ft²
 Pile Weight: 43 oz/yd²
 Total System Weight: 930 oz/yd²

The FieldTurf Quality Guarantee

To achieve unmatched quality and level of performance, we have invested heavily in modernizing our plants with the latest fiber manufacturing, coating and tufting technologies along with top manufacturing talent, and specialized installation equipment. Our dedicated CAD-based design department supports customization for each client, and our experts ensure timely delivery and installation on every project.

The world leader in artificial turf innovation is ISO 9001, ISO 14001 and OHSAS 18001 certified for its leadership in quality, environment and safety management systems. FieldTurf's Calhoun





FieldTurf

A Tarkett Sports Company

facility represents the only artificial turf manufacturing operation in North America to have received these ISO certifications.

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

Price Includes:

- a) Installation of the artificial in-filled grass surface upon a suitable base;
- b) Inlaid football grid markings (no numbers or hash marks);
- c) Inlaid baseball markings;
- d) Inlaid softball markings
- e) G-max testing; One (1) at installation
- f) An 8 year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of 8 years and there is no third party insurance.

Price does not Include:

- a) The base upon which the FieldTurf field will be placed. FieldTurf shall not be responsible for the planarity, the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) Any costs associated with necessary changes relating to delineation of the field.
- c) The supply or installation of the field edging.
- d) Unless otherwise specified, does not include any G-max testing.
- e) The supply of manholes or clean-outs or grates, or supply of the manhole covers.
- f) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- g) Site security.
- h) Small vehicle to tow FieldTurf maintenance equipment.
- i) All applicable taxes, bonding fees, prevailing wages, union labor or other labor law levies.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

Please feel free to reach out to any member of our project team with questions about our offer:





FieldTurf

A Tarkett Sports Company

Amanda Rennie
Project Manager
514-375-2506
Amanda.Rennie@fieldturf.com

Perry Dipiazza
NE Regional Vice-President of Sales
201-776-7767
Perry.Dipiazza@external.fieldturf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per:

Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. /FieldTurf, Inc.

Conditions

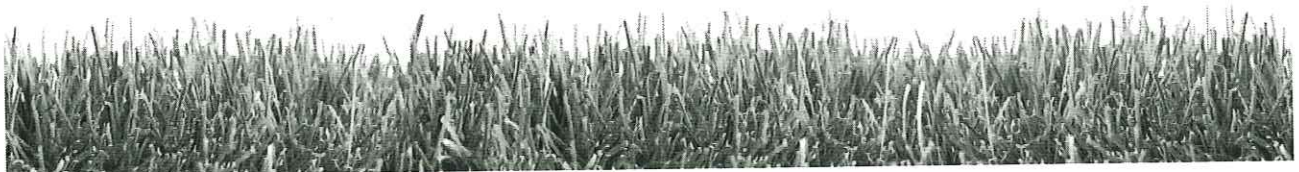
Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;
- b) Final payment shall be upon the substantial completion of FieldTurf's obligations;
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.





- h) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- i) All colors are to be chosen from FieldTurf's standard colors.





866.703.4004
 185 South Industrial Blvd.
 Calhoun, GA 30701
 www.shawsportsturf.com

28 June 2018

Proposal 1

**Project: Wyckoff City Recreation
 Wyckoff NJ 07481
 Synthetic Turf and Installation**

Shaw Contract Flooring Services, Inc., dba Shaw Sports Turf is pleased to provide the following proposal for your upcoming project:

Product	Description	Area/SF	Price
SpikeZone HP 2.0	BROWN – Infiled Skins		
Legion HP 2.25	GREEN		
Synthetic Turf*	Turf, Sundries, Infill Only, Freight (no labor)	111,906 SF+/-	\$ 251,043
Installation*	Installation Labor (no materials)	111,906 SF+/-	\$ 172,467
ADD Alternate 1	Maintenance Equipment: GreensGroomer 920SDE	ADD:	\$ 3,208

Notes: No taxes are included in this proposal. All appropriate taxes will be charged unless proof of tax-exempt status/certificate is supplied to Shaw Sports Turf related to this project.

This proposal was generated per drawings provided by Shaw Sports Turf using Google Earth. No plans or specifications provided.

Scope of Work Inclusions

- Supply and install our Shaw Sports Turf Synthetic Turf System over base provided by others generally in accordance with manufacturer product specifications, warranty and installation methods (including turf, sundries and infill materials)
- Synthetic turf per drawings provided dated 1-15-2016 (changes in layout may increase price)
- Price based on standard Shaw Sports Turf colors for each product (custom yarns not included)
- Supply and install tufted and inlaid game field markings:
 - Lines/Markings – Football (Grid Lines Only), Baseball (x2)
 - Logo -- NONE
 - Letters -- NONE
- Supply and install turf system infill materials: ambient processed SBR and silica sand by weight
- One (1) GMAX test performed upon completion of field
- All usable remnants of new material generated by Shaw Sports Turf shall become property of owner.
- Quote based upon use of Shaw Sports Turf standard adhesive; other adhesives at additional cost
- Provide 8 year manufacturer warranty for our turf system only and instructions in turf care/maintenance
- Prices based upon prevailing wages
- Prices based upon one mobilization. Re-mobilization will incur additional costs (each mobilization)

Scope of Work Exclusions

- Any bonds, bonding fees, or additional insurance policies



866.703.4004
185 South Industrial Blvd.
Calhoun, GA 30701
www.shawsportsturf.com

- Any Union Wages or Union Requirements
- Any Shock Pad or E layer
- Any grooming and/or maintenance equipment
- Any Engineering and/or Design fees and/or survey work
- Any Independent Testing or testing of any kind
- Any sub grade or base testing of any kind
- Maintenance of field or other turf treatments
- Any materials, labor, equipment associated with: grading, hauling, over-excavating, soil treatment/remediation/stabilization, sub grade work, excavation of heavy rock, drainage or stone base work of any kind
- Any concrete curbing and/or nailer board materials and/or installation
- Any extra adhesive for glue down curbing design (prices estimated for nailer board installation)
- Locating, relocation, removal, supply, installation and/or repair of any existing or proposed utilities
- Contaminated soils, unsuitable soils, hazardous material removal and remediation
- Any lettering, logos and/or additional field markings not specified above
- Provision of any additional sports equipment, score clocks, bases, home plates, pitching rubbers, foul poles, soccer nets, corner flags, netting, goal posts, etc. (no labor or supplies of any kind)
- Track removal and/or replacement
- Crossing protection for asphalt, concrete, landscaping, tracks, etc.
- Site Security
- Anything not specifically stated in our above scope of work.
- Changes in the specifications and/or scope of work are subject to change orders and may require additional charges

Conditions

- Adequate staging area to be provided by the client
- Executed Contract contingent upon site visit and approval by Shaw Sports Turf representative
- Proposal amount is subject to the payment terms established upon credit review by Shaw Sports Turf Financial Services at project award or approval.
- This proposal is valid for 90 days.
- Price(s) subject to increase. Items that may affect increase(s) include but are not limited to: raw material costs, freight costs, manufacturing costs, taxes, etc.

Please contact me with any questions regarding this proposal.

Best regards,

Lee Defreitas
Territory Manager
Shaw Sports Turf
Phone: 609.977.3961

**Pricing shown reflects purchase of the complete Shaw Sports Turf system indicated within this proposal only. Individual pricing for synthetic turf materials and installation labor may differ from prices indicated above.*

Dakota Excavating Contractor, Inc.
 481 Hackensack Ave
 Hackensack, NJ 07601

Project : Wycoff Football/Baseball Field Base Preparation
 6/13/18

COST ESTIMATE BREAKDOWN

ACTIVITY	ASSOCIATED COST
Miscellaneous (Mob, layout, bond) *	\$25,200.00
Soil erosion	\$6,000.00
Earthwork **	\$222,500.00
Drainage ***	\$52,000.00
Fabric under field	\$12,500.00
Base stone under turf ****	\$94,000.00
Finish stone under turf *****	\$38,000.00
8" x 12" Concrete curb around field	\$26,000.00
Field Goal Posts	\$19,000.00
2" Water line	\$26,000.00
Ground hydrants	\$9,000.00
TOTAL PROJECT COST	\$478,200.00

Please note a modular block retaining wall will need to be built along the southern portion of the field and by the proposed bleachers.

- * Deduct \$7,000 if bond is not required
- **Deduct \$66,000 if Abma will take all soil at no charge
- ***Deduct \$9,500 if stone is donated
- **** Deduct \$64,000 if stone is donated
- *****Deduct \$22,000 if stone is donated

Project Cost with all deductions taken = \$309,700.00

Robert Shannon

From: Robert Shannon
Sent: Tuesday, July 24, 2018 1:38 PM
To: tshanley@wyckoff-nj.com; Melissa Rubenstein; Andy Wingfield; 'Rob Landel'; 'Parkwooddeli@gmail.com'; 'Jeffrey_hagy@yahoo.com'; Scott Fisher
Cc: Nancy Cole
Subject: Memorial Field Artificial Turf improvement - next meeting

Good afternoon, the next meeting has been scheduled for Thursday 8-9-18, at 7PM in the west wing conference room, second floor, Town Hall. Please enter at the Monroe Ave side of the building through the door on the ramp.

It is requested that Roger and/or Jeff forward the project cost estimates/scope of work to the committee members before the meeting so the Committee members can review the information in anticipation of a full and complete discussion at the meeting.

thank you, Bob Shannon

Attention Township Committee Members: This email is for informational purposes only. Emails must not involve decision making or deliberative function of the governing body.

Bob Shannon
Township Administrator
Memorial Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481
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201-891-9359 Fax
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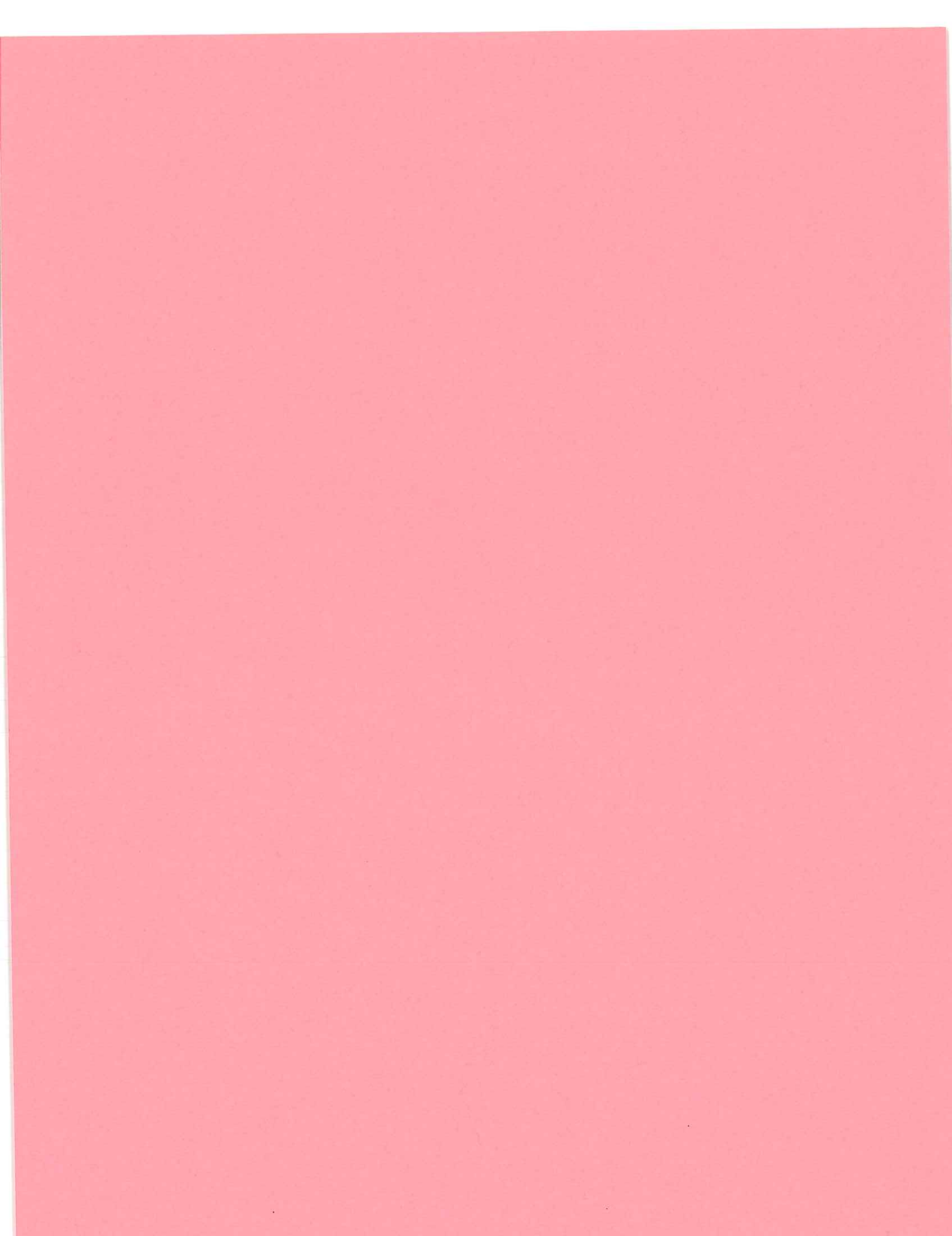
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**BOARD OF EDUCATION
RAMAPO INDIAN HILLS REGIONAL HIGH SCHOOL DISTRICT**

131 YAWPO AVENUE
OAKLAND, NEW JERSEY 07436

RAMAPO HIGH SCHOOL
Franklin Lakes, N.J. 07417
(201) 891-1500

(201) 416-8100
FAX (201) 416-8123

INDIAN HILLS HIGH SCHOOL
Oakland, N.J. 07436
(201) 337-0100

July 27, 2018

Important Information Regarding Wyckoff Subscription Bus to Ramapo High School

Our Transportation Department has been working to provide a solution to get as many paid riders onto the bus as possible.

We have worked out a way to open up 30 slots to subscription riders. We have also figured out a way to set up Ramapo HS as a drop-off and pick-up location, therefore eliminating the need to take a transfer bus. The route will be about 30-35 minutes in length and drop students off at Ramapo HS around 7AM. In the afternoon, it will leave Indian Hills and travel to Ramapo to pick up the Wyckoff students. Our best estimate is that the bus will arrive at Ramapo HS at approximately 3PM, then continue through the route. This is absolutely the best opportunity that we can provide.

You are receiving this e-mail because you have expressed an interest in obtaining one (1) of the paid seats. Interest has exceeded available capacity by about ten (10) spots, which means that we will be forced to conduct a lottery to finalize who will ultimately be offered a seat. The lottery will be held on Thursday, August 2nd at 10AM at the Board of Education Office. Interested parties are welcome to attend. All names will be drawn at that time. If a student who is offered a seat is unable to follow through with payment, that seat will be offered to the next name in line.

We will perform head counts in the beginning of the school year to determine if any additional seats can be offered out. If we can, we will continue down the list of names that were initially drawn. Anyone who expresses an interest in securing a seat after names have been drawn will be added to the end of the list.

It is imperative to the process and only fair to everyone who is interested, that you contact this office if you no longer wish to be considered for a paid seat.

Please do not hesitate to contact either Grace or myself if you have any questions.

Very truly yours,



Frank Ceurvels
Business Administrative/Board Secretary

Via Email

Robert Shannon

From: Robert Shannon
Sent: Thursday, July 26, 2018 1:20 PM
To: Brian Scanlan; Rudolf Boonstra; Tom Madigan; Melissa Rubenstein; tshanley@wyckoff-nj.com; 'Rob Landel'
Cc: dmurphy@wyckoffpolice.org; Nancy Cole
Subject: Research as requested
Attachments: 20180726130926539.pdf

Good morning, as per your instruction I have been working with Chief Murphy to research the authority for the two FAQs that were presented and discussed before the Township Committee at the last meeting to define the role of the municipality. Partial answer was located and is attached. As to the second FAQ, it is suggested that you ask Rob's office to research any case law that may exist that is the basis of that FAQ. I do not have access to legal research programs to access that data.

A consequence of this research may be an issue that the Chief has identified. It is - if the FAQ is completely accurate, does the responsibility of the municipality extend into a separate municipality or municipalities when the school is located outside of Wyckoff?

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MEMORANDUM

TO: Township Committee
FROM: Robert J. Shannon, Jr. Township Administrator
DATE: August 25, 2018
RE: NJDOE Posted Frequently Asked Questions (Q&A)

1. The below Q&A is posted on the NJDOE website and the Ramapo/Indian Hills District website:

Q. Is it a district's responsibility to provide transportation for students who live less than remote from school when hazardous road conditions exist?

A. Boards of Education are not required by law to provide busing for students who live less than remote from school even for safety reasons. However, boards are permitted, at their own discretion and expense, to provide transportation for students who reside less than remote from school and may charge the student's parents or legal guardians for this service. Municipalities may also contract with boards of education for this service and charge the parents. This transportation service is called *Subscription Busing*.

Q. Where can I purchase subscription busing?

A. Subscription busing may be purchased from your own school district, another school district transporting students to that school, or a coordinating transportation services agency (CTSA) providing busing to that school. A board of education or CTSA may provide this service at its discretion.

2. Sgt. Zivkovich wrote to Frank Ceurvels, the Ramapo/Indian Hills School Business Administrator. Mr. Ceurvels stated to Sgt. Zivkovich, "He has no reason to doubt the NJDOE information" and provided a link to the 72 page state rule regarding student transportation. **Only one (1) reference to this FAQ is in the 72 pages of rules and the FAQ is not posted accurately.** NJAC 6A:27-1.5 reads as follows:

- Municipal governments may elect to pay the cost of transportation for students who live less than remote from their school through an interlocal agreement with the district board of education in accordance with N.J.S.A. 18A:39-1.2. Municipalities may elect to charge the parent or legal guardian for all or part of the cost of this service

NJSA 18A:39-1.2 is attached.

As you can read, the posted FAQ omits and fails to include the requirements:

- *The Board of Education shall provide such transportation through a shared service requirement with the municipality.*

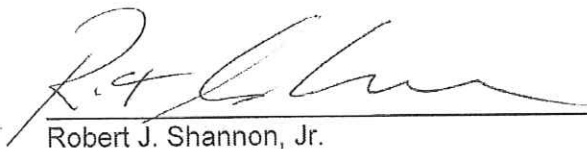
3. As it relates to the second NJDOE FAQ that states:

Q. Who is responsible for safe travel along public roadways or walkways?

A. Case law has long held that safety along public roadways and walkways is a municipal responsibility. It is for this reason that municipalities install sidewalks, traffic signals and signs, and paint crosswalks. Pursuant to section 40A:9-154.1 of New Jersey statute, school crossing guards are appointed by the municipality and are under the supervision of the chief of police or other chief law enforcement officer.

- Same reply from Mr. Ceurvels to previous conversations.
- Sgt. Zivkovich wrote to the NJDOE. They replied, essentially, that this FAQ has been posted for 26 years and they will have to research it, but they believe case law was the source.

4. I do not have the research ability to locate case law. If this question is to have an answer before your next meeting, you would have to consider asking Rob's office to research the cases for the source and then opine if the import of the case law is truly the import of the FAQ.



Robert J. Shannon, Jr.
Township Administrator

RJS: dc

Cc: Robert E. Landel, Township Attorney
Chief Murphy

BE PART OF THE SAFETY TEAM

Safety is as simple as ABC – Always Be Careful!

SERVICE IS OUR PRODUCT

Robert Shannon

From: Robert Shannon
Sent: Tuesday, July 24, 2018 7:27 PM
To: Robert Shannon; dmurphy@wyckoffpolice.org; bzivkovich@wyckoffpolice.org
Subject: Section 18A:39-1.2 - Provision of transportation for certain pupils; contracts; charges, method of collection. :: 2013 New Jersey Revised Statutes :: US Codes and Statutes :: US Law :: Justia

<https://law.justia.com/codes/new-jersey/2013/title-18a/section-18a-39-1.2/>

2013 New Jersey Revised Statutes Title 18A - EDUCATION Section 18A:39-1.2 - Provision of transportation for certain pupils; contracts; charges, method of collection.

18A:39-1.2 Provision of transportation for certain pupils; contracts; charges, method of collection.

18A:39-1.2. Whenever the governing body of a municipality finds that for safety reasons it is desirable to provide transportation to and from a school for pupils living within the municipality, other than those living remote from the school or those physically handicapped or with an intellectual disability, the governing body and the board of education of the district are authorized to enter into a contract pursuant to the "Interlocal Services Act," P.L.1973, c.208 (C.40:8A-1 et seq.), under the terms of which the board shall provide such transportation. Any funds required to be paid by the municipality to the board of education under such a contract shall be appropriated by the governing body and paid to the secretary or treasurer of school moneys, as appropriate, of the district. The governing body of the municipality may charge the parents or guardians of children who are transported for safety reasons in order to help defray expenses, provided that no charge shall be imposed on the parent or guardian of any child who meets the Statewide eligibility standards established by the State Board of Education for free and reduced price meals under the State school lunch program. The amount of any charges and the method of collection shall be specified in the contract between the municipal governing body and the board of education. Nothing in this section shall prevent a board of education from providing transportation at its own expense.

amended 1995, c.271, s.1; 2010, c.39, s.27; 2010, c.50, s.11.

Sent from my iPhone

Robert Shannon

From: Robert Shannon
Sent: Thursday, July 26, 2018 1:20 PM
To: Brian Scanlan; Rudolf Boonstra; Tom Madigan; Melissa Rubenstein; tshanley@wyckoff-nj.com; 'Rob Landel'
Cc: dmurphy@wyckoffpolice.org; Nancy Cole
Subject: Research as requested
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Township Administrator
Memorial Town Hall
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David Lucas

420 Weymouth Drive • Wyckoff, NJ 07481
Phone: 973-572-7706 • E-Mail: davidlucas105@me.com

Date: July 9, 2018

Township Committee
340 Franklin Avenue
Wyckoff, NJ 07481

Dear Committee Members,


I am writing to share my concern regarding the attached communication we received late last week regarding the unavailability of subscription busing for our daughter Marissa, who will be an incoming freshman at Ramapo High School.

While I'm aware that subscription busing is provided by the school district as a courtesy, the current practices in place by the Ramapo Indian Hills (RIH) Board of Education do not adequately address the safety of **all** students. Students living outside of the state mandated 2 and ½ mile commuting range are guaranteed a no-cost seat on a bus and as a result, have a safe ride to and from school every day. Students living less than 2 and ½ miles are given the opportunity to pay for unoccupied seats on the buses but it seems that these opportunities are extremely limited. Essentially, these students live close enough to walk to school according to NJ State Law (N.J.S.A. 18A: 39-1).

Given the location of Ramapo High School and the traffic in that immediate area during arrival and dismissal, the state law and BOE policies are inadequate. Safe passage for students to walk or bike to and from that campus does not exist. Many students are required to cross the Route 208 ramps and the majority of the surface streets are without sidewalks and crosswalks.

I would request the cooperation of the Wyckoff Township Committee in finding some other alternatives for getting **all** of the students to and from school safely. My wife and I are both employed and not available for personal transport every day. It seems arbitrary that if we lived just a few houses further into our development that Marissa would automatically be eligible for school sponsored transportation. At the very least, perhaps we can collectively encourage the RIH Board of Education to provide additional paid seats on school buses. I honestly believe that we need to do whatever we can to provide safe passage for every student.

Sincerely,



David Lucas

**RAMAPO INDIAN HILLS BOARD OF EDUCATION
131 YAWPO AVE
OAKLAND, NJ 07436**

**(201) 416-8100, ext. 3808
FAX (201) 416-8123**

MEMO

TO: Parent/Guardian

FROM: Grace Stramiello



RE: Subscription Busing

This is in response to your request for subscription busing for the 2018/2019 school year.

After careful review of route in your area, it has been determined that there is no availability for paid riders.

Robert Shannon

From: vtsgmailer@vt-s.net on behalf of Contact form at Wyckoff NJ <vtsgmailer@vt-s.net>
Sent: Friday, July 06, 2018 12:12 PM
To: Robert Shannon
Subject: [Wyckoff NJ] Safe Route to Ramapo for homes without busing (Sent by JOSEPH A MAURICE, jammesq@gmail.com)

Hello rshannon,

JOSEPH A MAURICE (jammesq@gmail.com) has sent you a message via your contact form (<https://www.wyckoff-nj.com/user/61/contact>) at Wyckoff NJ.

If you don't want to receive such e-mails, you can change your settings at <https://www.wyckoff-nj.com/user/61/edit>.

Message:

Dear Mr. Shannon,
Please pass this email that I sent to the Ramapo Indian Hills School Board onto the Township Committee. I have also included the Board's response which puts the Board on record that it does not address safety in determining whether to provide busing. I am aware that some of the roads at issue are county roads and will address that as well.
Thank you,
Joseph Maurice

Joseph Maurice
9:39 AM (2 hours ago)
to gstramiello, bcc: demimojo
Dear Ms. Stramiello:

I write in response to your memo denying subscription busing for my son Joseph Dante Maurice. I ask that you reconsider as this poses a terrible hardship upon our family and raises grave safety concerns should he need to walk to and from school.

My wife and I are both full-time working parents and, as such, it is not always possible to provide a ride to school; it is not at all possible to provide a ride home.

While we seem not to qualify as "remote" from the school as we appear to live slightly less than the 2.5 miles from the Ramapo entrance, the closest route is dangerous. The safest way to walk that includes sidewalks and traffic lights amounts to a 3.7 mile walk. Please provide me with your calculations and any other documents that were part of your careful review of the route in my area.

Distance does not always dictate need. For instance, the shortest route does not provide crossing guards, complete access to sidewalks and the need to cross over Route 208 between our home and Ramapo High School. This excerpt from the NJ.Gov website illustrates the awareness New Jersey has regarding safety for our children:

Q. Who is responsible for safe travel along public roadways or walkways?

A. Case law has long held that safety along public roadways and walkways is a municipal responsibility. It is for this reason that municipalities install sidewalks, traffic signals and signs, and paint crosswalks. Pursuant to section 40A:9-

154.1 of New Jersey statute, school crossing guards are appointed by the municipality and are under the supervision of the chief of police or other chief law enforcement officer.

Wyckoff has no traffic light at Russell Avenue and Wyckoff Avenue. This intersection has had multiple accidents of which your board and the municipality are no doubt aware. A student from my neighborhood must cross over the roads that lead to 208 North and South on this route. It seems to be more than reasonable to use something other than a tape measure to address the need for bussing in this instance. I will provide this email to the Wyckoff Township to notice them and your board of your present denial, my request for reconsideration and this palpably unreasonable condition pursuant to NJSA 59:4-3.

Having spoken to other parents who have the same concerns and needs from our neighborhood, it seems adding another bus to the route for subscription riders would be a reasonably prudent move on the part of the school board. You must get similar requests each year and this known issue must be addressed. It should not take an unfortunate incident befalling a walking child to make the board come to the realization that the law sets a floor and not a ceiling for how to care for children. Let's not realize the importance of this issue by suffering a tragedy when we have the opportunity to be proactive.

Thank you for your consideration of this request, Joseph Maurice

Grace Stramiello

Attachments9:56 AM (2 hours ago)

to me

Good morning Mr. Maurice,

The home to school distance is only used to determine eligibility, not to imply that there is a safe walking route. We can't offer subscription busing due to the numbers of eligible riders on each route in your area. Attached please find the shortest distance documentation. I'm sorry that lack of busing will create a hardship, Sincerely Grace

**Robert J. Shannon, Jr.
Township Administrator**

TO: TOWNSHIP COMMITTEE
FROM: Robert J. Shannon, Jr. Township Administrator
DATE: July 24, 2018
RE: **UPDATE #2 – 2018 ROAD PAVING
(SUPPLEMENT TO JUNE 22, 1028 MEMO)**

I. Beginning on July 16th up to and including today, the following municipal roads have been milled and paved:

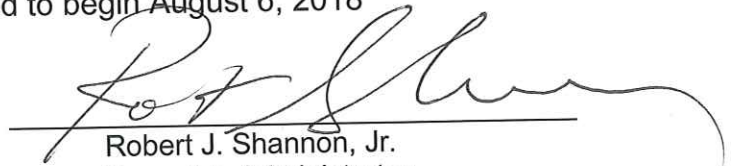
BARBARA AVE
FLORENCE AVENUE
JAMES WAY (From Ridgewood Water to Ellis Place)
SQUAWBROOK ROAD
HICKORY HILL ROAD
MERRYWOOD DRIVE (Top)
EDER AVENUE (From Farview to #581)
EUGENE WAY
NORMA STREET
SHELDON STREET
VICTOR PLACE
Section of ELLIS PLACE

II. Crescent Avenue

- ADA curb ramps completed

III. Lafayette Avenue

- ADA curb ramps completed
- Repair of existing deficient sidewalk at Ravine & Lafayette – under construction
- Curb along Ravine from Lafayette to catch basin to direct storm water has been completed
- Milling and paving expected to begin August 6, 2018


Robert J. Shannon, Jr.
Township Administrator

RJS:nc
Cc: Township Committee
Scott A. Fisher, Manager - Dept. of Public Works
Robert E. Landel, Township Attorney

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Safety is as simple as ABC – **A**lways **B**e **C**areful!

SCANNED

JUN 22 2018

RE Progress of
Annual Paving Program

TO: TOWNSHIP COMMITTEE

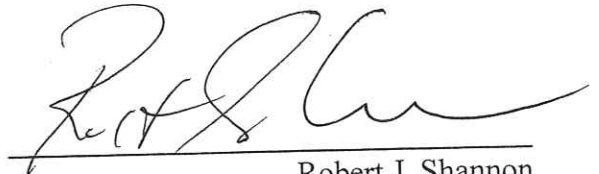
FROM: Robert J. Shannon, Township Administrator

DATE: June 22, 2018

RE: Update – Progress of Annual Road Paving Program/NJDOT Funded Projects

As of today, the following Phase 1 work is complete:

- I. Completed Milling and Resurfacing:
 - a. Lake Rd/Domm Ct/Nydam Ln
 - b. Overlook/Buena Vista
 - c. Allison Way/Carriage Ln/section of Lakeview from Cedar Hill Ave to Carriage Ln
 - d. West Shore Dr
 - e. Buckingham Circle
 - f. Raymond
 - g. Roads that are milled and will be paved on Monday – Mary Ann Ln & Van Shaik.
 - h. The paving crew will return to Wyckoff on 7/9/18.
- II. Crescent Ave:
 - a. Concrete work to start 7/9/18. Once finished milling and then paving.
 - b. 6/29/18 – trees removed to abate sight blockage at Crescent and Brookside.
- III. Lafayette Ave:
 - a. Pre-construction meeting to be scheduled.



Robert J. Shannon
Township Administrator

CC: Robert Landel
Scott Fisher
Mark DiGennaro
Pete Ten Kate

**WYCKOFF AFFORDABLE HOUSING PROGRAM
PROJECT TEAM MEETING MINUTES
JULY 24, 2018**

Date: July 24, 2018
Time: 10:00am
Location: Ladder Back Room, Wyckoff Town Hall

Members Present: Robert J. Shannon, Jr., Susan McQuaid, Denise Capparelli

1) Public Service Announcement (PSA) (Denise)

- a) Included in Fall 2018 Resident Newsletter
- b) No announcement to be placed in Suburban News as there are currently no units available
- c) Forward PSA to Nancy for posting on Wyckoff website in the Affordable Housing section, include in the next two E-Blasts and provide photos for Town of Wyckoff Facebook, Twitter and Instagram posts

***Action Item #1- Denise to provide Nancy the PSA for the township website and social media platforms (Facebook/Twitter)**

2) Affordable Housing (AH) Application (Sue)

- a) Sue updated AH application to include a line item for email address and cell phone number which is available 365/24/7 on our website to interested applicants and in printed copy at the Township of Wyckoff Town Hall office.
- b) Pool of applicants updated (see attached memo)

3) Affirmative Marketing Effort in 2018 – DUE BEFORE AUGUST 31, 2018* (Sue/Denise)

- a) Include the PSA and application via website and Wyckoff Town Hall
- b) 2018 Affirmative Marketing Distribution List for Region I (Bergen, Essex, Hudson and Passaic)
 - List- include Bergen County Executive office, universities, Port Authority/Newark Airports, YMCA, ECCR, CHCC, library, large corporations and other possible larger businesses in our Tri-county Affordable Housing region to include on list
 - Sample Cover letter for County Executive (see attached)

***Action Item #2 - set up meeting date to discuss and review list of organizations to send affirmative marketing notices**

***Action Item #3 - implement the Affordable Housing Affirmative Marketing**

4) New Development

- 370 Clinton Ave. Special Needs Housing- United Water broke ground and is under construction (see pictures). Occupancy expected December 2018. United Water to perform all placement/management duties and report to the AH Project Team. Information for Tom Toronto below:

Tom Toronto
President
Bergen County's United Way
6 Forest Avenue
Paramus, NJ 07652
Direct Dial: 201.291.4051
ttoronto@bergenunitedway.org

Cell Phone: 201.406-4376
www.bergenunitedway.org

b) Fair Share Housing Court approval included 9 Affordable Housing units on Maple Lake Property. Expected date of construction (after land use approvals obtained) - process driven by developer, Canterbury.

5) Other Business

- a) Article regarding 117 Huntington Ct. – arson at Affordable Housing unit. (See attached police blotter)
- #117 and downstairs unit are currently unoccupied due to fire on
 - Photos taken on 7/24/18 (see attached)

****Action Item #4- Separate meeting to discuss matter at hand***

6) Miscellaneous

- a) It has been noted that we are in need of a successor planner for Elizabeth McKenzie when she retires this fall. This person must be extremely knowledgeable in the Affordable Housing rules and regulations.

7) Next Project Team Meeting (Bob/Sue/Denise)

- a) Week of July 30th – to be scheduled

Denise Capparelli
Administrative Support Assistant

Attachments (4)

Memo re: Pool of updated Applicants

Sample Cover Letter

Photos of 370 Clinton Ave. Construction

Police Blotter re: 115 Huntington Ct.

Photos of 115 Huntington Ct Arson

PSA

Susan McQuaid, Secretary
Wyckoff Affordable Housing

TOWNSHIP OF WYCKOFF
INTER-OFFICE MEMORANDUM

TO: Robert Shannon, Township Administrator
Cheryl Zega, Wyckoff Affordable Housing Consultant
Denise Capparelli, Administrative Support Assistant

FROM: Susan McQuaid, Affordable Housing Secretary

DATE: July 18, 2018

SUBJECT: **POOL OF CERTIFIED AFFORDABLE HOUSING HOUSEHOLDS**

In 2016 I contacted 144 certified households by telephone to see if they were still interested in affordable housing in the Township of Wyckoff. 29 households responded and were sent an affordable housing application to submit at no cost. At this time 19 household will be removed due to lack of response after 2 years. Currently the Wyckoff Affordable Housing Team is undergoing a massive marketing plan to encourage people to apply for affordable housing in Wyckoff. This effort will regenerate our pool of certified households.

Susan McQuaid, Secretary
Wyckoff Affordable Housing

August 15, 2018

Bergen County Executive
Bergen County New Jersey
One Bergen County Plaza
5th Floor, Room 580
Hackensack, NJ 07601-7076

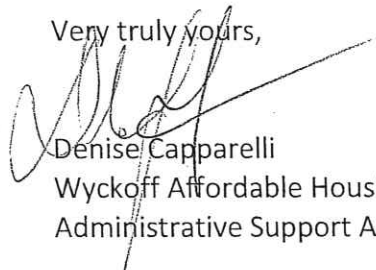
Dear Mr. Tedesco:

The Township of Wyckoff welcomes applications for affordable housing units. Your assistance is requested to assist us to attract families/persons with qualified low and moderate incomes for future occupancy of new or vacated affordable housing units.

It is respectfully requested that your office post the attached notice and application in the most appropriate location for the best possible awareness where this information would be viewed by the greatest number of employees and visitors who frequent your office and would benefit from this opportunity.

Thank you for your assistance. Any questions please contact me at 201-891-7000 extension 118.

Very truly yours,



Denise Capparelli
Wyckoff Affordable Housing
Administrative Support Assistant

Attachments:

- PSA Notice
- Affordable Housing Application

115 Huntington Ct. - Affordable Housing Unit





Wyckoff Police Department PRESS RELEASE

TO: ALL NEWS MEDIA
FROM: Lt. Joseph Soto
DATE: July 13, 2018
CONTACT: Lt. Joseph Soto

(201) 891-2121 DISPATCH
wyckoffpolice@wyckoffpolice.org

For Immediate Release:

On March 6, 2018 a structure fire was reported on Huntington Court. Due to the fire, the residence was deemed unsafe and condemned. The cause of the fire remained under investigation. On June 12, the former occupant of the residence, Carolyn M. Kaetz, age; 54 admitted to Det. Sgt. Kevin Kasak that she started the fire. She was charged with one count of aggravated arson, a second degree crime, and transported to the Bergen County Jail.

370 Clinton Ave. Special Needs Housing



FOR IMMEDIATE RELEASE CONTACT:

Susan McQuaid
Affordable Housing Secretary
201 891-7000 x117
Or
Denise Capparelli
Administrative Support Assistant
201 891- 7000 x118

Affordable Housing Applications Being Accepted in Wyckoff, NJ

The Township of Wyckoff welcomes applications for affordable housing units. The Township desires to attract families/persons with qualified low and moderate incomes for possible future occupancy of new or vacated affordable housing units. Currently, there are no vacancies in any existing affordable housing units and there are no new affordable housing units under construction at this time, but this could change in the future.

Qualified applicants may apply for purchase units and/or rental units that are designated for rental. Affordable housing allows families earning below 80% of the median income level to be eligible for housing at prices they can afford. Households that meet the income requirements and based on the number of person in a family may qualify:

1 person:	\$50,878
2 people:	\$58,146
3 people:	\$65,414
4 people:	\$72,682
5 people:	\$78,497
6 people:	\$84,311

Households making **ABOVE** these levels are **NOT ELIGIBLE**. The Wyckoff Affordable Housing units are for persons or families of limited income. Those interested in purchasing resale units must have 5% of the purchase price available for a down payment and qualify for a mortgage. Unfortunately, Wyckoff cannot guarantee the availability of affordable housing units for each certified household.

Those wishing to apply for low and moderate income housing units may collect an application Monday through Friday between 9:00am - 3:00pm. Distribution is being handled by Susan McQuaid or Denise Capparelli at Memorial Town Hall – in Rooms 110 or Room 112, located at 340 Franklin Ave., Wyckoff, NJ 07481 or visit our website at www.wyckoff-nj.com (in the *Government* drop down menu, under *Departments*, click on *Affordable Housing*, then click on *Affordable Housing Application* located on the left side menu bar)

SCANNED

JUL 27 2018

RE NJDOT

TRUST
FUND
Grant
Criteria

MEMORANDUM

TO: ✓ Scott Fisher, Public Works Manager
✓ Mark DiGennaro, Township Engineer
✓ Dave Murphy, Police Chief
✓ Pete Ten Kate, Township Consulting Engineer

FROM: Robert J. Shannon, Township Administrator

DATE: July 25, 2018

RE: 2019 NJDOT TRUST FUND GRANT OPPORTUNITY FOR ARTERIAL AND COLLECTOR TYPE ROADS WITH CONSISTENTLY SIGNIFICANT TRAFFIC VOLUMES

Eligible Criteria:

1. Road must connect to two (2) County roads, or
2. Road must connect to a County road or a road in another municipality, or
3. The road must have heavy and consistent traffic, or
4. The road must have a school, NJ bus stops, or other "magnet type use" which creates heavy and consistent traffic.

Suggested Municipal Roads Which Meet Eligible Criteria:

1. Mountain Avenue
2. Eder Avenue
3. Squawbrook Road
4. Crescent Avenue
5. Clinton Avenue
6. Ravine Avenue
7. Lafayette Avenue
8. Hillcrest Avenue
9. Newtown Road
10. Godwin Drive
11. Greenwood Avenue

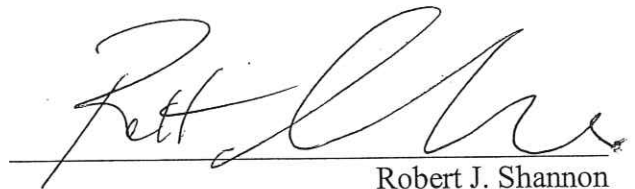
12. Fern Avenue
13. Cornell Street
14. Spring Meadow Road
15. Mason Avenue
16. Monroe Avenue
17. West Main Street
18. Main Street
19. Grandview Avenue
20. Lawlins Road
21. Remove the vertical rise in Grandview Avenue just before the Route 208 northbound entrance to improve site visibility for motorists turning onto Grandview Avenue as they exit from Route 208 northbound.

Application Due Date:

October 8, 2018

Suggested Application:

Greenwood Avenue



Robert J. Shannon
Township Administrator

CC: Township Committee
Brian D. Scanlan, Mayor
Rudolf E. Boonstra
Thomas J. Madigan
Melissa D. Rubenstein
Timothy E. Shanley



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

July 24, 2018

Dear Transportation Partners:

On behalf of Governor Murphy I am pleased to announce that applications will now be accepted for the New Jersey Department of Transportation's (NJDOT) Fiscal Year 2019 State Aid programs.

As you may know, the Transportation Trust Fund Reauthorization Act of 2016 increased funding for Local Aid programs to counties and municipalities from \$190 million per year to \$430 million. The reason for the steep increase is that the majority of New Jersey's roadway mileage—about 90 percent—is under local government jurisdiction and is in as much need of repair as the state roadway network.

I recently announced NJDOT's "Commitment to Communities" initiative that creates new programs and combines existing Departmental efforts to assist local governments spend the significantly increased level of aid that the reauthorized Trust Fund law affords them. The Commitment to Communities initiative provides one-stop shopping for local government managers by providing hands-on resources for the application process, raising awareness of grant cycles and proactively communicating pertinent information.

The following is a brief description of each grant program:

- **Municipal Aid** - This \$151 million program has been a significant resource in funding local transportation projects. All municipalities are eligible. The Department continues to encourage municipalities to consider using the Municipal Aid Program to fund projects that support walking and biking in their communities especially now that additional funds are available. NJDOT has set a goal to award up to 10 percent of the Municipal Aid Program funds to projects such as pedestrian safety improvements, bikeways and streetscapes.
- **Transit Village** - This program will award grants totaling \$1 million for traditional and non-traditional transportation projects that enhance walking, biking and/or transit ridership within a half mile of the transit facility. Only New Jersey municipalities that have been designated as Transit Villages by the Commissioner of Transportation and the inter-agency Transit Village Task Force are eligible to apply. The eligible town list can be found at: <http://www.state.nj.us/transportation/business/localaid/transitvillagef.shtm>
- **Bikeways** - This \$1 million program is intended to fund bicycle projects which create new Bike Path Mileage. It is available to all counties and municipalities. The Department continues to work toward the goal of achieving 1,000 miles of dedicated bikeways in New Jersey. Special consideration will be given to bikeways that are

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physically separated from motorized vehicular traffic by an open space or barrier, but on-road bike lanes and other bike routes and facilities are also eligible for funding.

- **Safe Streets to Transit** - The intent of this program is to encourage counties and municipalities to construct safe and accessible pedestrian linkages to transit facilities, in order to promote increased usage of transit by all segments of the population. A total of \$1 million is available for grant awards.

All projects funded through the Transportation Trust Fund must comply with the Americans with Disabilities Act (ADA). ADA guidance, program descriptions and application guidance materials can be found on the NJDOT website at: <http://www.state.nj.us/transportation/business/localaid/stateaid.shtm>

If you choose to apply, please be aware that NJDOT requires projects receiving grants-in-aid to award a construction contract within 24 months from the date of grant notification.

I encourage you to submit applications for these Local Aid programs. Each program application will be evaluated independently, affording counties and municipalities the opportunity to receive funding in more than one category.

The enclosed map provides contact information for each Local Aid District Office. I recommend that you consult with your Local Aid District Office to assist in preparing applications for funding. Please keep in mind that a separate application for each project must be completed and submitted on or before **October 8, 2018**, on-line through the Department's electronic grants administration system, known by its acronym SAGE, at: <https://njsage.intelligrants.com/Login.aspx?APPTHEME=NJSAGE>

As Commissioner of Transportation, I am committed to maintaining and improving New Jersey's local transportation infrastructure by providing financial assistance, technical expertise and training in successfully completing the application process for traditional and non-traditional local transportation initiatives. Our counties and municipalities will be well positioned to design and construct important local projects without the need to impact property taxes. Your success in building projects and spending the additional capital will mean success not only for your constituents, but for the entire state.

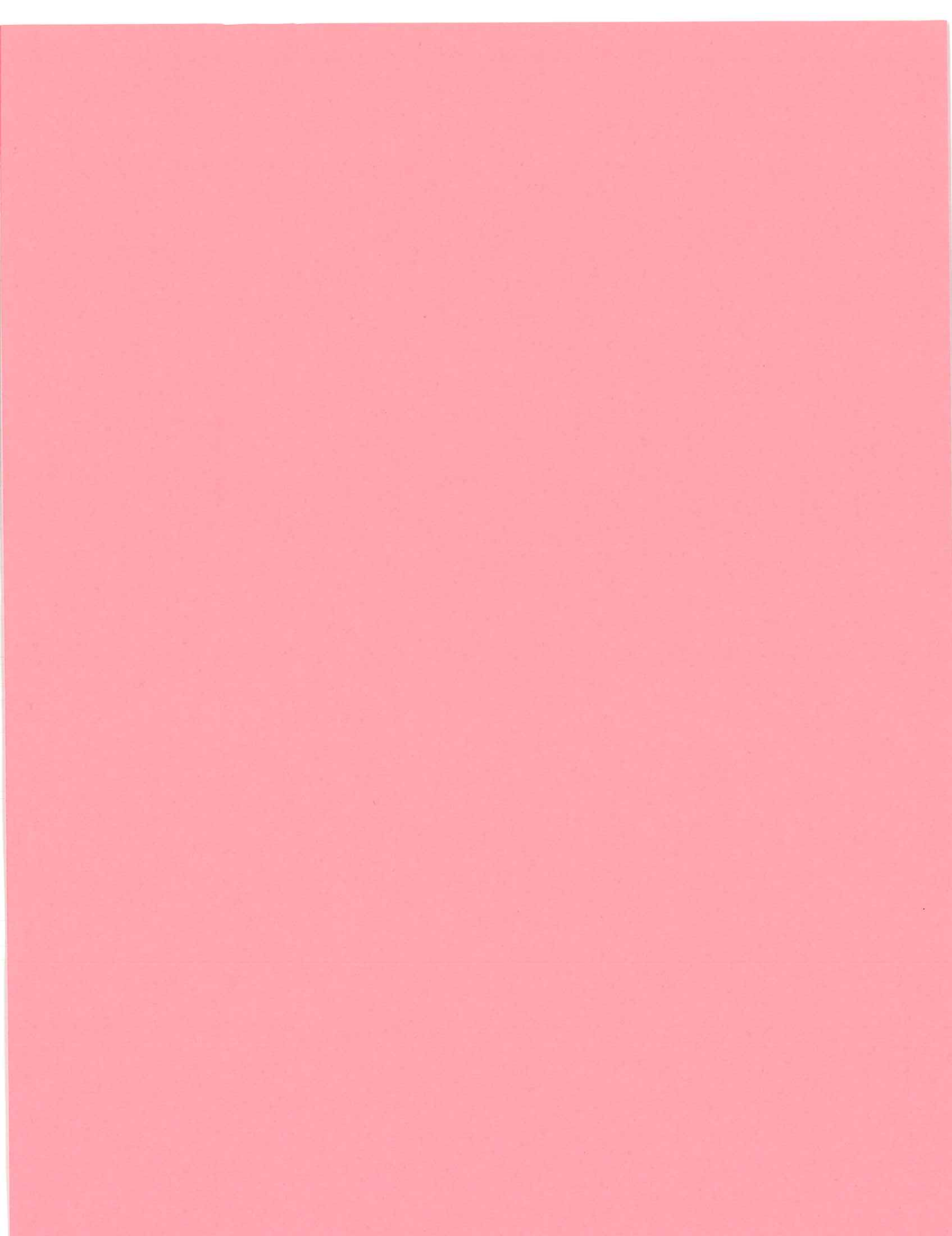
Thank you for your continued interest and support of NJDOT, and best wishes for success with your project applications.

Sincerely,



Diane Gutierrez-Scaccetti
Commissioner

cc: Municipal Clerk
Municipal Engineer
County Engineer



SCANNED

JUL 27 2018

RE Medical
marijuana

Dear Honorable Mayor:

This firm represents Greenlife, LLC ("Greenlife"), a New Jersey based medicinal cannabis company, in connection with its establishment of a medicinal cultivation, manufacturing and dispensary facility in the State of New Jersey to serve the ever growing population of patients in need of access to cannabinoid based medications.

cc: TL
L

D. Murphy

I am writing to request your consideration of Greenlife establishing a medicinal cannabis facility in your municipality. If amenable, we would also ask that the Mayor and Council provide guidance with respect to the specific locations where such uses may be permitted so as to accommodate the wishes of the local community.

The principals at Greenlife are all New Jersey residents comprised of physicians, legal professionals, retired police officers and successful business owners (both within and outside the cannabis industry), all of which possess the same commitment to service and duty to their local community. In addition, Greenlife's technological and environmental adviser served both Presidents George W. Bush and Barack Obama as Federal Commissioner for the Interstate Commission of the Potomac River. A more detailed description of Greenlife and its principals are attached to this correspondence for your reference.

Greenlife also has a community benefits plan to provide not only jobs and tax revenue for the Borough, but support for local charities, community events and educational institutions. In addition, Greenlife is interested in acquiring and revitalizing distressed properties. Greenlife will maintain a safe, clean and environmentally sustainable business while offering residents the opportunity and skills to break into a new and thriving industry through Greenlife's local hiring plan, furthering its commitment to the community. To that end, Greenlife seeks to work closely with the local community throughout the application process and operational phases of the business to ensure that the community has significant input in the scope and operations of the facility.

Please feel free to contact me or any of the principles of Greenlife with any questions or concerns you may have. In addition, please let us know if you believe it would be appropriate to have a meeting to discuss the foregoing in greater detail.

Thank you for your time and consideration.

Best,

Cole Schotz⁹⁰
P.C.

Robert M. DiPisa

Member

25 Main Street | Hackensack, NJ | 07601

Direct 201.525.6225 | Firm 201.489.3000 | Fax 201.678.6225 | rdipisa@coleschotz.com

Legal Practice Assistant: Evelyn Cruz | 201.489.3000 x 5102 | ecruz@coleschotz.com

PENDING ITEMS FOR DISCUSSION & POLICY DIRECTION AT WORK SESSION

TUESDAY, AUGUST 7, 2018

I. NEXT 8PM AGENDA – For review, prior to next meeting, discussion at meeting and decision to add to the agenda or not to further consider:

A. See Agenda for 08.07.18

1. Kerry Pflugh – NJDEP Public Relations representative requested to speak with the Township Committee at 7:00 pm. Information requested.
2. Chamber of Commerce photo contest – Presentation of Awards at 8:00 pm

II. ITEMS FOR WHICH TOWNSHIP COMMITTEE ACTION MAY OCCUR

1. Affordable Housing Implementation
 - 09.12.18 Planning Board adopts Housing Element
 - Multiple Steps in 90 Days
2. Memorial Field Artificial Turf Field Committee update
 - Thursday, August 9, 2018, 7:00 pm meeting
3. Fire Truck Committee update
 - First Meeting in late August
3. Date for JIF Land Use Training
4. New Planner Needed
 - Successor Planner required
5. Ridgewood Water Committee update
 - Resolution sent to Glen Rock, Midland Park, and Gov. Murphy, District 40 Legislators
 - Pending memo from Mr. Fiorenzo
6. Orange & Rockland Committee update
 - OPRA reply pending
 - Township Committee to contact NJBPU Commissioners
 - O & R Reply to NJBPU
7. Ridgewood Water – Efforts to effectuate change. Requesting additional ideas.
 - Researching similar water utilities with Gary Higgins
8. Preservation of Historic Structures – Tom Garlick researching

PENDING ITEMS FOR DISCUSSION & POLICY DIRECTION AT WORK SESSION

9. Letter from neighbors at #416 & 420 Weymouth Drive – School Busing
 - FAQs from NJDOE regarding busing and sidewalks
 - See Administrator memo
10. Updates – See memos
 - Annual Road Paving
 - Crescent Avenue Paving
 - Lafayette Avenue Paving
11. Request approval of 2018 NJDOT Grant Application – Greenwood Avenue
 - If awarded - earliest paving would be August 2019. (The Shop Rite is expected to be opened for Thanksgiving 2018.)
12. Do we reply to Cole Schotz's undated letter regarding marijuana?
13. Ridgewood Water letter dated July 26, 2018 requesting the Township Committee adopt a water conservation ordinance.
14. Proposal to purchase 500 recycling barrels and sell them to Wyckoff residents.
15. Lakeland Bank request for return of escrow deposit for interior block parking.
16. Closed session discussion – possibly acquire property for special needs housing.

III. FOR YOUR INFORMATION

1. August 21, 2018 – NJ Police Chiefs Association tentatively scheduled to present accreditation status to Township Committee and Police Chief Murphy.
2. August 21, 2018 – Two resolutions regarding liquor license renewal and transfer of license ownership.
3. Wyckoff Parks & Recreation Foundation proposal to install artificial turf on Memorial Field (former band shell field).
 - Proposal to Township Committee pending
 - Ask two Township Committee liaisons if you have questions
 - Revised cost proposal for field only still not submitted.

PENDING ITEMS FOR DISCUSSION & POLICY DIRECTION AT WORK SESSION

4. **Affordable housing Project Team** meeting minutes. The Township Committee has authorized an in-house project team with assistance from a CPA, Robert Landel and the Affordable Housing Planner. The Township Committee is the Affordable Housing Authority that oversees the process, which is why I am providing meeting minutes.

IV. FUTURE MEETINGS & REQUESTS FOR PRESENTATIONS (None)

Robert Shannon

From: Pflugh, Kerry <Kerry.Pflugh@dep.nj.gov>
Sent: Tuesday, July 24, 2018 9:40 AM
To: Joyce Santimauro; McLeod, Allison
Cc: Robert Shannon; Fenderson-Singh, Nateshea
Subject: RE: Wyckoff Meeting August 7 at 7pm

Joyce, hello! This is just a meet and greet. I will be introducing myself and the role my office plays in supporting towns. I probably only need about five minutes. I also am happy to answer any questions or concerns the mayor or council may have. Please let me know if you need anything further. Kerry

From: Joyce Santimauro <wyckoffclerk@wyckoff-nj.com>
Sent: Tuesday, July 24, 2018 9:35 AM
To: McLeod, Allison <Allison.McLeod@dep.nj.gov>; Pflugh, Kerry <Kerry.Pflugh@dep.nj.gov>
Cc: Robert Shannon <wyckoffadm@wyckoff-nj.com>
Subject: Wyckoff Meeting August 7 at 7pm

Dear Kerry & Allison:

This email is to confirm your appointment to speak with the Wyckoff Township Committee on August 7, 2018 at 7pm. The committee has asked if you could send us information on the topics you will be speaking about so they can prepare themselves.

Thank you & we look forward to meeting you.
Regards,

Joyce Santimauro
Municipal Clerk
Township of Wyckoff

Wyckoff Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481

Robert Shannon

From: Robert Shannon
Sent: Monday, July 23, 2018 8:03 PM
To: Joyce Santimauro
Subject: contact Kerry plugh's NJDEP office

Joyce, please contact her office and remind her she is scheduled for 7pm on Tuesday 8-7-18. Ask her to send us info which she wants to speak on so the Township Committee can prepare themselves for her topics. Tell her the Township Committee has requested this info.

thanks, bob

Attention Township Committee Members: This email is for informational purposes only. Emails must not involve decision making or deliberative function of the governing body.

Bob Shannon
Township Administrator
Memorial Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481
201-891-7000 x104
201-891-9359 Fax

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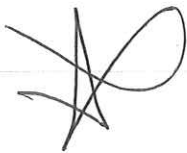
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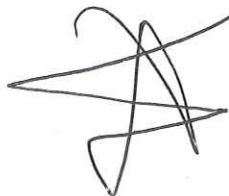


From: Robert Shannon
Sent: Monday, July 02, 2018 8:05 AM
To: Nancy Cole <ncole@wyckoff-nj.com>; Joyce Santimauro <wyckoffclerk@wyckoff-nj.com>
Subject: Kerry Pflugh - NJDEP Communtly relations person wants to visit TC meeting on 7-17-18

Nancy , can you advise Joyce as to the contact number for Kerry Plugh. Ms. Pflugh is the NJDEP rep whose job it is to visit municipalities and give updates on NJDEP activities. She cancelled two previously meetings with me and now wants to attend a Township Committee meeting. I prefer using the work session for this purpose and on the 17th we have a ceremony of swearing Carson Alnor as a Jr firefighter at 8PM. Joyce please call her and confirm she has 15 – 20 minutes starting at 7PM.

I am hoping the Township Committee will pepper her with questions regarding why the NJDEP is a revenue producing agency on the backs of the municipalities. For example when we obtained our permit for the Charles Ave compost facility it was free. Now we pay appx. \$21,000 to the NJDEP ANNUALLY for that permit each year and every 5 years we have to suffer Eng. expenses to resubmit a new site plan and comply with new rules promulgated by the NJDEP which make composting more difficult. I am hoping she will be asked to help with the never ending use of the Russell ave. infield for construction projects all over north jersey.
thank you Bob

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Bob Shannon
Township Administrator
Memorial Town Hall
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Wyckoff, NJ 07481
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Robert Shannon

From: Robert Shannon
Sent: Monday, July 23, 2018 8:06 PM
To: Joyce Santimauro
Subject: contact Barbara Petruccelli

Joyce please contact Barbara and ask her to send their agenda to the Township Committee so the Township Committee can be prepared. For example, - The number of awards they are giving out ? the categories of the awards? the names of the winners? Who will join her – Howie, etc. ? Tell her the Township Committee wants to know so they can prepare themselves for their comments. thanks bob

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Bob Shannon
Township Administrator
Memorial Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481
201-891-7000 x104
201-891-9359 Fax

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Please consider the environment before printing this email.

Robert Shannon

From: Robert Shannon
Sent: Thursday, July 26, 2018 7:46 AM
To: Brian Scanlan; 'Rob Landel'; Rudolf Boonstra; Elizabeth C. McKenzie (ecmcke@gmail.com)
Subject: Housing Element and Fair share plan project Team - Compliance condition 1

Brian, Rudy, Betsy, and Rob , good morning, COMPLIANCE CONDITION 1

I had a brief discussion with Betsy yesterday. The next step to implement Judge Toskos's "7-23-18 Conditional Order of Compliance in the Fair share/Housing Element litigation process towards achieving a "Final judgment of Compliance" is a public hearing before the Wyckoff Planning Board for the purpose of:

1. Master Plan hearing of the Fair Share Plan/Housing Element which is an "element or chapter" of the Wyckoff Master Plan.
2. At the conclusion of that public hearing the Planning Board shall adopt the Mater Plan and refer it to the Township Committee for endorsement.
3. Betsy is working diligently to prepare all the necessary background information for the Planning Board to review to prepare and complete this task. Betsy will be in attendance at this PB public hearing. It shall be on Wed. 9-12-18. As way of a reminder I will be on vacation leave attending Tim's wedding in Maine during that time. Therefore , these pre-hearing details must be completed. They include: a 10 day notice published in the paper, notice to all property owners owning property contemplated for AH zoning mailed by Certified RR mailing, preparation of a resolution the PB can consider, adopt and refer to the Township Committee. (as per Betsy's instruction yesterday) Other may exist also.
4. I am sending this today since your assistance in your role as the Township Committee members serving on the PB will be required.
5. Any questions, please ask sooner than later.

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Bob Shannon
Township Administrator
Memorial Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481
201-891-7000 x104
201-891-9359 Fax

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- *Wyckoff Police Department*
- *Wyckoff Recreation Department*

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Follow Wyckoff Municipal Alliance on Instagram: wyckoff_municipal_alliance

Robert Shannon

From: Robert Shannon
Sent: Wednesday, July 25, 2018 7:03 AM
To: 'Betsy McKenzie'; Rob Landel
Subject: RE: In the Matter of the Application of the Township of Wyckoff's Housing Element and Fair Share Plan; Docket No. BER-L-6224-15; Conditional Order of Compliance entered by Judge Toskos on July 23, 2018

Rob, I arrived to the office a short while ago and read the tasks required to be completed in the next 120 days. I will reach out to you and or Betsy sometime today or tomorrow to ensure I understand them. This is a very short window and it will have to be a priority. I am booked today with a 7AM, 8AM, 10AM which will last 4 hours and a 3PM meeting. I have meeting in Trenton tomorrow that I think I can get out of so. I will look to start tomorrow. Expect me to call today or tomorrow with procedural questions, Bob

Attention Township Committee Members: This email is for informational purposes only. Emails must not involve decision making or deliberative function of the governing body.

Bob Shannon
Township Administrator
Memorial Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481
201-891-7000 x104
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Please consider the environment before printing this email.

From: Jennifer Young [mailto:jyoung@lbklaw.com]
Sent: Tuesday, July 24, 2018 4:45 PM
To: Robert Shannon
Cc: 'Betsy McKenzie'; Rob Landel
Subject: FW: In the Matter of the Application of the Township of Wyckoff's Housing Element and Fair Share Plan; Docket No. BER-L-6224-15; Conditional Order of Compliance entered by Judge Toskos on July 23, 2018
Importance: High

Hi, Bob. Hope all is well. Pursuant to the attached Order signed by Judge Toskos yesterday, please arrange for the \$5,000 payment to be made to Fair Share Housing Center within 30 days.

Further, the Order provides that the Township must comply with the conditions set forth in paragraph 3 within 120 days. Realistically, we would like to accomplish this so that a Final Hearing can be scheduled within 90 days (which would bring us to October 21st), and we would have to provide notice 30 days prior to the Final Hearing (which would be on or about September 21st).

As always, please contact us with any questions or comments.

Best,
Jen

Jennifer L. Young

Paralegal to Robert E. Landel, Esq.
and Joseph G. Kalosieh, Esq.

LANDEL, BERNSTEIN & KALOSIEH, LLP

279 Franklin Avenue
Wyckoff, New Jersey 07481
Tel.: (201) 891-6955, ext. 202
Fax: (201) 891-7420
Email: jyoung@lbklaw.com
www.lbklaw.com

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From: Jennifer Young

Sent: Tuesday, July 24, 2018 4:40 PM

To: 'frankbanisch@banisch.com' <frankbanisch@banisch.com>; 'valentina.dipippo@dol.lps.state.nj.us' <valentina.dipippo@dol.lps.state.nj.us>; 'Josh Bauers' <joshbauers@fairsharehousing.org>; 'kevinwalsh@fairsharehousing.org' <kevinwalsh@fairsharehousing.org>; 'donnagomez@fairsharehousing.org' <donnagomez@fairsharehousing.org>; 'seisdorfer@hillwallack.com' <seisdorfer@hillwallack.com>; 'tcarroll@hillwallack.com' <tcarroll@hillwallack.com>; 'jeffrey.kantowitz@gmail.com' <jeffrey.kantowitz@gmail.com>; 'ejbuzak@buzaklawgroup.com' <ejbuzak@buzaklawgroup.com>; 'Jacey Raimondo' <JaceyR@habitatbergen.org>; 'rrh@huntingtonbailey.com' <rrh@huntingtonbailey.com>; 'bscanlan@wyckoff-nj.com' <bscanlan@wyckoff-nj.com>; 'wyckoffclerk@wyckoff-nj.com' <wyckoffclerk@wyckoff-nj.com>; 'wyckoffadm@wyckoff-nj.com' <wyckoffadm@wyckoff-nj.com>; 'planningboard@wyckoff-nj.com' <planningboard@wyckoff-nj.com>; 'ecmcke@gmail.com' <ecmcke@gmail.com>; 'sliebman@wellslaw.com' <sliebman@wellslaw.com>; 'Felsenstein, Darrell' <DFelsenstein@wellslaw.com>; 'Baum, Jeanne' <JBaum@wellslaw.com>

Cc: Rob Landel <rlandel@lbklaw.com>

Subject: In the Matter of the Application of the Township of Wyckoff's Housing Element and Fair Share Plan; Docket No. BER-L-6224-15; Conditional Order of Compliance entered by Judge Toskos on July 23, 2018

Good afternoon. Please see attached correspondence, with enclosure, from Mr. Landel in connection with the above matter.

Jennifer L. Young

Paralegal to Robert E. Landel, Esq.
and Joseph G. Kalosieh, Esq.

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Robert Shannon

From: Jennifer Young <jyoung@lbklaw.com>
Sent: Tuesday, July 24, 2018 4:45 PM
To: Robert Shannon
Cc: 'Betsy McKenzie'; Rob Landel
Subject: FW: In the Matter of the Application of the Township of Wyckoff's Housing Element and Fair Share Plan; Docket No. BER-L-6224-15; Conditional Order of Compliance entered by Judge Toskos on July 23, 2018
Attachments: doc02401720180724162354.pdf
Importance: High

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As always, please contact us with any questions or comments.

Best,
Jen

Jennifer L. Young

Paralegal to Robert E. Landel, Esq.
and Joseph G. Kalosieh, Esq.

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**Attorneys at Law
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Ari G. Bernstein, Esq. +
Joseph G. Kalosieh, Esq. #
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New York Office
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Purchase, NY 10577
(914) 524-7375

Of Counsel:
Hon. Edward V. Torack, JSC (Ret.) *

+ Admitted in NJ, NY
LL.M. in Taxation
Admitted in NJ, NY & DC
* Court-Approved Mediator

July 24, 2018

To All Parties on the Annexed Service List

**Re: In the Matter of the Application of the Township
of Wyckoff's Housing Element and Fair Share Plan
Docket No. BER-L-6224-15**

Dear Party-in-Interest:

This office represents the Township of Wyckoff with regard to the above-referenced matter. In connection therewith, enclosed for service upon you is a copy of a Conditional Order of Compliance. The enclosed Order was entered by the Honorable Menelaos W. Toskos, J.S.C. on July 23, 2018.

Very truly yours,

LANDEL, BERNSTEIN & KALOSIEH, LLP


Robert E. Landel

REL:jly
Enclosures

SERVICE LIST

VIA EMAIL ONLY

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*Counsel for Canterbury Development Corp.,
Defendant/Intervenor*
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Teterboro, New Jersey 07601

Columbia Bank
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C+C Architecture
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Floor 3
Jersey City, New Jersey 07306

Citi Bank
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19th Floor, Room 103
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Garden State Episcopal CDC
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Jersey City, New Jersey 07306

Jersey City Housing Authority
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Bldg. 7 (Marion Gardens)
Jersey City, New Jersey 07305

Landmark Urban Fund
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Jersey City, New Jersey 07305

Saint Joseph's Home/York Street Project
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Urban League Affordable Housing and
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Land Acquisitions Manager
PulteGroup
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Basking Ridge, NJ 07920

FILED

JUL 23 2018

**MENELAOS W. TOSKOS
J.S.C.**

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Attorney ID No. 033631992
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279 Franklin Avenue
Wyckoff, NJ 07481
Telephone: (201) 891-6955
Facsimile: (201) 891-7420
Attorneys for Plaintiff/Petitioner,
Township of Wyckoff

**IN THE MATTER OF THE
APPLICATION OF THE
TOWNSHIP OF WYCKOFF'S
HOUSING ELEMENT AND
FAIR SHARE PLAN,**

Plaintiff/Petitioner.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY**

DOCKET NO. BER-L-6224-15

CIVIL ACTION

**CONDITIONAL ORDER
OF COMPLIANCE**

THIS MATTER comes before the Court upon the Declaratory Judgment Complaint of Petitioner, Township of Wyckoff ("Township" or "Petitioner"), seeking a determination that the Township has complied with its *Mount Laurel Obligation*, in accordance with the procedures set forth in In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (*Mount Laurel IV*); and

THE COURT HAVING conducted a Fairness Hearing, on July 18, 2018, in accordance with the requirements of Morris County Fair Housing Council v. Boonton Township, 197 N.J. Super. 359, 364 (Law Div. 1984), *aff'd o.b.*, 209 N.J. Super. 108 (App. Div. 1986) and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328 (App. Div. 1996), upon the Township's proposed plan to provide for affordable housing, Robert E. Landel, Esq. of Landel, Bernstein & Kalosieh, LLP, appearing on behalf of Petitioner, Joshua D. Bauers, Esq. appearing on behalf of Intervenor Fair Share Housing Center ("Intervenor"), Special Master, Frank

Banisch, PP ("Special Master"), appearing, and Stuart D. Liebman, Esq. appearing on behalf of Intervenor Canterbury Development Corp. ("Canterbury"); and

THE COURT HAVING received the testimony of the Special Master, Frank Banisch, PP, and the Petitioner's professional planner, Elizabeth C. McKenzie, PP, AICP; and

THE COURT HAVING received into evidence the following documents offered by Petitioner:

P-1 Curriculum Vitae of the Township's Professional Planner, Elizabeth C. McKenzie, PP, AICP.

P-2 Settlement Agreement between the Township of Wyckoff and Fair Share Housing Center dated June 12, 2018 and fully executed on June 18, 2018.

P-3 Report of the Special Master, Frank Banisch, PP, dated July 15, 2018.

P-4 Affidavit of Service of Notice of Fairness Hearing and Publication dated July 12, 2018.

THE COURT HAVING considered the Report of the Special Master, dated July 15, 2018, evaluating the fairness of the Agreement and the Special Master having concluded in his Report that the Agreement is fair and reasonable to the region's low and moderate income households and having further recommended in his Report that the Court approve the Settlement.

IT IS ON THIS 23 day of July 2018, HEREBY ORDERED AND ADJUDGED:

1. Petitioner properly afforded notice of the Fairness Hearing in accordance with governing law.
2. The Court determines and finds, upon the testimony presented, and arguments of counsel and upon a consideration of the Settlement Agreement admitted into evidence, (collectively, "the Settlement"), and the Special Master's Report, and in accordance with the

requirements of Morris County Fair Housing Council v. Boonton Township, 197 N.J. Super. 359, 364 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986) and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328 (App. Div. 1996), that:

- a. The Present Need Obligation, as agreed upon by the Parties based upon implementing the directives of *Mount Laurel IV* is 33 units (rehabilitation share).
- b. The Prior Round Obligation, as originally determined by COAH in 1994 for the period 1987-1999 is 221 housing units.
- c. The Township has met its 221 unit obligation from the Prior Round.
- d. The Third Round Need Obligation, based upon a compromise reached among the Parties in view of the uncertainty of litigation and in accordance with the directives of *Mount Laurel IV*, and upon the recommendation of the Special Master, is 640 housing units.
- e. The Township has prepared a VLA which, upon the Special Master's recommendation, is accepted by the Court. The Special Master has recommended, the Parties have accepted, and the Court approves, a Realistic Development Potential (RDP) of 46 units. When the RDP of 46 units is subtracted from the Third Round Obligation of 640 units, an Unmet Need of 594 units results.
- f. The Present Need Obligation, Prior Round Obligation, and Third Round Obligation are collectively referred to as the Township's Affordable Housing Obligation.
- g. The Settlement sets forth and otherwise incorporates mechanisms to address the Affordable Housing Obligation. The Court finds, upon the Special Master's recommendation, that the Township's Affordable Housing Obligation, including the

Unmet Need, is adequately and sufficiently addressed by the mechanisms provided for in the Settlement Agreement.

h. The Court finds, upon the Special Master's recommendation, that the Settlement creates a realistic opportunity for the satisfaction of the Township's Affordable Housing Obligation.

i. The Court finds, upon the Special Master's recommendation, that the Settlement is fair and reasonable to low and moderate income persons.

3. Entry of a Final Judgment of Compliance and Repose is subject to the Township complying with the following conditions within one-hundred (120) days (as may be extended with permission of the Court):



1. a. The Township shall comply with the recommendations of the Special Master as set forth in his Report and the Required Elements of Final Affordable Housing Compliance Plan incorporated as Attachment "A" to such Report and attached and incorporated herein.

2. b. The Township Planning Board shall adopt and the Township Committee shall endorse a Housing Element and Fair Share Plan consistent with the terms of the Settlement Agreement.

3. c. The Township Committee shall adopt all ordinances and resolutions needed to implement the Fair Share Plan, as set forth in the Settlement Agreement and in the attachment to the Special Master's Report.

4. d. The Township Committee shall adopt the mandatory affordable housing set-aside ordinance outlined in the Settlement Agreement.

5

4. Entry of a Final Judgment of Compliance and repose is further conditioned upon the Township paying Fair Share Housing Center's attorney fees and costs in the amount of \$5,000 within thirty (30) days of this Order.

6

5. Following satisfaction of the Settlement, the Court shall conduct a Final Hearing to consider entering a Final Judgment of Compliance and Repose.

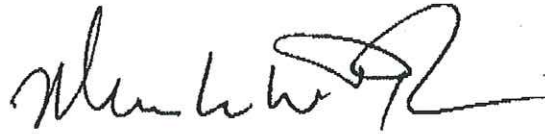
7

6. Petitioner shall provide a thirty (30) day public notice of the Final Hearing.

8

7. Temporary Immunity previously granted to the Township from any and all exclusionary zoning lawsuits is hereby extended to the date of the Compliance Hearing.

IT IS FURTHER ORDERED that copies of the within Order shall be served by Petitioner on all interested parties within 10 days of receipt of this Order by counsel for the municipality.



HON. MENELAOS W. TOSKOS, J.S.C.

ATTACHMENT A
REQUIRED ELEMENTS OF FINAL AFFORDABLE HOUSING COMPLIANCE PLAN
Township of Wyckoff, Bergen County
July 15, 2018

1. The compliance proposals contained in Table 1 and Table 2 of this report and the applicable terms of the executed Settlement with FSHC shall be referenced in the Housing Element and Fair Share Plan, which, following review by the Special Master, shall be adopted and submitted to the Court for approval as part of the final Judgment of Compliance and Repose.

The HE/PSP shall provide documentation of the creditworthiness of all existing units and shall be prepared according to the requirements of the Fair Housing Act (FHA), which identifies the "Essential components of the municipality's housing element" at N.J.S.A. 52:27D-310, as follows:

A municipality's housing element shall be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low and moderate income housing, and shall contain at least:

- a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;
- b. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands.
- c. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
- d. An analysis of the existing and probable future employment characteristics of the municipality;
- e. A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing; and
- f. A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers

who have expressed a commitment to provide low and moderate income housing.

2. Prior to the entry of an Order granting a final Judgment of Compliance and Repose, the Fair Share Plan shall be reviewed by the Special Master for compliance with the terms of the executed settlement agreement, the Fair Housing Act and the UHAC regulations before being adopted and submitted to the Court. The Fair Share Plan document should include any proposed Ordinances and Resolutions needed to implement the Plan, including zoning amendments, an Affordable Housing Ordinance, a Development Fee Ordinance, an Affirmative Marketing Plan, a Rehabilitation Program description and Manual, a Spending Plan, resolutions appointing an Administrative Agent and a Municipal Affordable Housing Liaison, a resolution adopting the Housing Element and Fair Share Plan (Planning Board) and a resolution endorsing the Housing Element and Fair Share Plan (Governing Body).
3. The Spending Plan shall be prepared, submitted to the Special Master for review and comment, adopted by the Planning Board as part of the Plan and by the Township Council as a separate action and submitted to the Court for approval before the Township will be permitted to expend any funds from its Affordable Housing Trust Fund.
4. All proposed inclusionary and 100 percent affordable housing development zoning amendments shall be prepared, reviewed by the Special Master, and adopted and submitted to the Court prior to the entry of an Order granting a final Judgment of Compliance and Repose.
5. The Township shall prepare and adopt an Affordable Housing Ordinance that reflects all provisions of the settlement agreement, as well as applicable UHAC and COAH Rules and an Affirmative Marketing Plan Resolution consistent with the terms of the settlement agreement. These documents shall be reviewed by the Special Master and FSHC, adopted and submitted to the Court prior to the entry of an Order granting a final Judgment of Compliance and Repose.
6. If it has not done so already, the Township will need to contract with one or more Administrative Agents, responsible to the Township but paid for by the owners of the affordable housing units created in the Township, to administer the affordability controls on all of the low and moderate income units that have been or will be created in the Township. This should be accomplished and submitted to the Court prior to the entry of an Order granting a final Judgment of Compliance and Repose.
7. If it has not done so already, the Township will need to create the position of Municipal Housing Liaison by Ordinance and fill that position by Resolution of the Governing Body. This should be accomplished and submitted to the Court prior to the entry of an Order granting a final Judgment of Compliance and Repose.

Upon timely compliance with all of the foregoing and approval of the final submission by the Court, I believe that Wyckoff Township will be entitled to a final Judgment of Compliance and Repose through July 1, 2025.

Robert Shannon

From: Robert Shannon
Sent: Monday, July 23, 2018 2:51 PM
To: Brian Scanlan; Tom Madigan; Tim Brock; Assistant Chief
Cc: Rudolf Boonstra; Melissa Rubenstein; tshanley@wyckoff-nj.com; 'Rob Landel'; Safety Officer <safetyofficer@wyckofffire.com> (safetyofficer@wyckofffire.com)
Subject: Planning for next fire apparatus purchase

SCANNED
JUL 27 2018
RE Fire Apparatus purchase prep

Good afternoon, I have received some questions in regard to this project since the purchase of a fire truck is a big ticket project. I also hear that a "truck Committee" has been appointed to work on the purchase. My concerns and solutions are the following:

1. I prefer that these projects be pursued via a team approach and as such since the Township Committee has appointed a Fire Commissioner and not a Fire Commissioner and a Deputy Fire Commissioner, I believe the second Township Committee member of the project team should be the Township Committee Finance Chair, Mr. Madigan. It is imperative that this approach be pursued.
2. First, I have worked hard over the years on drafting and establishing no conflict of interest statements for members of the Truck Committee to sign which is a very effective transparent enhancement. My project team approach will ensure these statements are completed and collected.
3. Secondly, these big ticket fire apparatus purchases are currently routinely performed through a national contract and as such, the state of NJ's procedures require a cost benefit analysis, publication of intention to purchase, and notice as they define their rules and it must be followed. I will not participate as some of our neighbors have done where a memo from a vendor serves as the cost benefit analysis. The only reasonable cost benefit analysis (which we performed with the last fire apparatus) is to obtain pricing from manufacturer's who have been awarded national or state contracts or we can bid it if we believe it will result in a lower price. I can explain these requirements when we meet.
4. However I want this project team to function as a high performing team and a team that will keep the Township Committee and the FD updated. Therefore, I am requesting when Tim and Joe return from vacation which will be in mid-August that we schedule a meeting and "move the ball forward".
5. In the interim, it would be helpful if I can have a memo for the Township Committee members that lists the number of Township fire trucks and their year of origin, the useful life of each truck? which truck is the next truck that will exceed their 30 year useful life?, which house is it assigned to? when (month and year) is it proposed to procure such a truck and when is the truck's expected delivery of a newly purchased truck?
6. Anyone who objects to this procedure, please contact me and include alternate procedures to achieve the same results. thank you, Bob

Bob Shannon
Township Administrator
Memorial Town Hall
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Wyckoff, NJ 07481
201-891-7000 x104
201-891-9359 Fax

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- Wyckoff Mayor's Wellness Campaign
- Wyckoff Police Department
- Wyckoff Recreation Department

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Follow us on Instagram: wyckoffnj

Robert Shannon

To: Robert Shannon
Subject: 8-24-18 meeting with Fire Chief Tim Brock

1. The 1986 Mack fire pumper located at Fire house 2 will be 33 years old in 2019. The FD desires to replace this pumper in 2019.
2. Each of the 3 fire houses have two pumpers. As per NFPA guidelines the first due pumper is 15 years old or newer. The replacement for the 1986 pumper will be assigned to fire house 2.
3. The Chief of the FD starting with Chief Rose, began re assigning pumpers to different Fire Houses that they were initially from to maintain the 15 year or newer first due pumper. Once the replacement pumper for 1986 pumper is put ins service pumper 231 will be reassigned to Fire house 1.

Attention Township Committee Members: This email is for informational purposes only. Emails must not involve decision making or deliberative function of the governing body.

Bob Shannon
Township Administrator
Memorial Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481
201-891-7000 x104
201-891-9359 Fax
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Please consider the environment before printing this email.

Robert Shannon

From: Tim Brock <chief@wyckofffire.com>
Sent: Tuesday, July 24, 2018 6:48 AM
To: Robert Shannon; Brian Scanlan; Tom Madigan; 'Joe Vander Platt'
Cc: Rudolf Boonstra; Melissa Rubenstein; Timothy Shanley; 'Rob Landel'; 'Safety Officer'
Subject: Planning for next Fire Apparatus
Attachments: Apparatus Replacement Schedule-July 2018 with projections& Mileage.xlsx

Good Morning,

Yes an "engine committee" has been appointed to work on the purchase of a new fire apparatus. Committee members from the Fire Department are:

Tim Brock – Chief
Joe Vander Plaat – Assistant Chief / Co1 Rep
Chris Joachim – Batt Chief Co 2 / Committee Chair
Fred Depken – Co 2
Lou Graglia – Co 2
EJ Lawler – Co 2
Bruce Peters – Co 3 Rep

To answer the Questions

1. Please let me know who will be on the Engine Committee from the Township Committee
2. Please forward the most recent version of the no conflict statement for everyone to sign and return to you.
3. The Engine Committee is currently engaged in discussions with two different manufactures in order to develop the most suitable spec. for the Township. Both manufactures participate in the national contracts and will be pursuing not only the best price but most vehicle for the money. More to follow on this in the future.
4. I will be returning from vacation by the 16th of August and would be available to schedule a meeting after that.
5. Please see attached spreadsheet
6. No Objections from me.

Thanks, Tim

Tim Brock
Chief
Wyckoff Fire Department
chief@wyckofffire.com
cell - 201-852-0609



Robert Shannon

From: Robert Shannon
Sent: Tuesday, July 03, 2018 11:35 AM
To: 'Rob Landel'; dbecker@davidbecker.esq.com; Joseph Perconti, Esq.
Cc: Brian Scanlan; Rudolf Boonstra; Tom Madigan; Melissa Rubenstein; tshanley@wyckoff-nj.com
Subject: JIF Land use liability
Attachments: JIF land use liability training indemnification program.pdf

Gentlemen, good morning, Attached is a program from the JIF regarding land use liability. The program requires the Municipal Attorney or the Land Use Board Attorney to provide the JIF liability awareness training to the board members. JIF provides a power point which can be accessed from their web site and which a paper copy in black and white is attached. I suggest the course be provided for PB members and Bd. of Adjustment members as well as Township Committee members (since two members of the Township Committee are on the PB annually.) Completion of this program also provides individual board members with a reimbursement of up to \$50,000 if used in accordance with the terms of the policy attached.

Please review this and I advise when you would like to provide this session and I will schedule our members. thank you
Bob

Attention Township Committee Members: This email is for informational purposes only. Emails must not involve decision making or deliberative function of the governing body.

Bob Shannon
Township Administrator
Memorial Town Hall
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Please consider the environment before printing this email.



Municipal Excess Liability Joint Insurance Fund

9 Campus Drive, Suite 216
Parsippany, New Jersey 07054-4412
Tel (201) 881-7632
Fax (201) 881-7633

Member Municipalities

June 11, 2018

Re: Land Use Liability

There has been a significant increase in suits against Planning and Zoning Boards alleging that their actions violate civil rights. Currently, the maximum coverage commonly available from commercial insurers for land use liability is \$1 million because insurers are concerned that legitimate applications have been rejected because of vocal resident opposition.

Therefore, it is critical that all planners and zoners receive training to prevent land use liability claims. Attached is a script for a one-hour program that can be presented by your land use or municipal attorney. The PowerPoint slides can be downloaded from the MEL's web site, NJMEL.org. In addition, the Funds will conduct regional training. There is no online program available for credit at this time because the MEL wishes to encourage an interactive dialogue.

To encourage board members to take this training, the MEL has just created a special policy to protect them from many personal exposures that are excluded in commercial policies. There is no additional premium for this special policy. To qualify for this coverage, your land use or municipal attorney must file the attached attendance form with the MEL office. Planners and zoners can also attend the course in other area communities. After the first of the year, courses will be scheduled in the area for newly appointed members.

Fortunately, personal lawsuits against land use board members are rare. Under the new policy, when a board member is sued personally for their official actions and is not otherwise indemnified, the MEL will reimburse up to \$50,000 (annual aggregate) for defense subject to the terms of the policy (copy attached). This coverage will also contribute towards a defense in criminal court, but only if the public official is subsequently acquitted.

There is no deadline to complete this training except that the training must be completed before the date of any acts that give rise to a claim. In the future, the MEL will provide refresher training that must be completed to retain the coverage.

As you know, for the past 15 years the MEL has conducted a successful risk management training program that is attended by 1500 local elected local officials each year. This new program for planners and zoners is an expansion of this concept.

Please feel free to contact your local JIF Executive Director or the MEL office.

David N. Grubb
Executive Director

Cc. MEL Board of Fund Commissioners
Fund Attorneys of MEL affiliated JIFs

Executive Directors of MEL affiliated JIFs
Risk Managers

Municipal Excess Liability Joint Insurance Fund
9 Campus Drive, Suite 216, Parsippany, NJ 07054

**Personal Land Use Liability (PLUs)
(Claims-Made Basis)
(Non-Indemnified Defense Costs Only)**

Policy #: MEL0118 PBZ-380-74

Policy Declarations

- Item 1. Public Entity** WYCKOFF
340 FRANKLIN AVENUE SCOTT PLAZA
WYCOFF, NJ 07481
- Item 2. Policy Period**
From 1/1/2018 to January 1, 2019 12:01 A.M. standard time at the
address of the Public Entity as stated herein.
- Item 3. Limits of Insurance**
A. Annual Aggregate Per **Individual Insured**, Defense Costs Only: \$50,000
- Item 4. Extended Reporting Period**
A. 12 months at 200% of annual assessment
- Item 5. Prior and Pending Litigation** See Schedule of **Individual Insureds**
- Item 6. Insurer** Municipal Excess Liability Joint Insurance Fund
- Item 7. Notice of Claims and Potential Claims**

Municipal Excess Liability Joint Insurance Fund
c/o Frederick Semrau
P.O. Box 228
714 Main Street
Boonton, NJ 07005
- Item 8. Underlying Insurer** MEL Primary POL Insurer
- Item 9. Underlying Policy** [Insert underlying policy information]

In witness whereof, the **Insurer** has caused this policy to be signed by its Chairman and Executive Director.

David Grubb

MEL Executive Director

June 2018
Date

Personal Land Use Liability (PLUs) (Claims-Made Basis) (Non-indemnified Defense Costs Only)

Words and phrases that appear in **bold** have special meanings. Refer to the policy declarations and/or the Definitions section of this policy for these special meanings. Throughout this policy the words **you** and **your** refer to the **individual insureds** of the **public entity** named in Item 1 of the policy declarations. The words **we**, **us** and **our** refer to the **Insurer**.

Read the entire policy carefully to determine **your** rights, duties and what is and is not covered.

In consideration of payment of the **assessment** and subject to the declarations, terms, conditions, limitations and exclusions of and incorporated into this policy, the **Insurer** agrees as follows:

Section I – Insuring Agreement

Subject to the terms, conditions and limitations of this policy, upon a final non-appealable adjudication of a **claim** resulting in a determination of no civil or criminal liability whatsoever against the **individual insured**, **We** shall reimburse the **individual insured**, up to the **limits of insurance** or amounts therein remaining, for all **non-indemnified defense costs** incurred by the **individual insured** in the defense of the **claim**, provided that the **claim** arises from a **wrongful act** and such **individual insured's** discharge of duties as a member of a **land use body** of the **public entity**, and further provided that the **claim** is first made against the **individual insured** during the **policy period** or, if exercised, during the **extended reporting period** to which this insurance applies.

This policy is solely intended to protect and benefit the **individual insured**. No **public entity**, other entity or other person is covered in any respect under this policy. In no event shall this policy provide coverage other than for **non-indemnified defense costs**.

Section II – Definitions

1. **Claim:**
 - a. A written demand against an **individual insured** for monetary damages; or
 - b. A civil or criminal proceeding against an **individual insured** commenced by the service of a summons, complaint or similar pleading, including any appeal therefrom.
2. **Condemnation:** Arising out of the operation of the principles of eminent domain, adverse possession, dedication by adverse use, temporary or permanent taking of real property, inverse condemnation or condemnation proceedings, by whatever name used.
3. **Criminal Act:** Includes acts of fraud, dishonesty, malice, and all conduct punishable under a criminal statute.
4. **Extended Reporting Period:** The period set forth in Item 4 of the policy declarations.
5. **Individual Insured:** Any natural person who during or prior to the **policy period** serves or has served as a member of a **land use body** for the **public entity**, but such natural person is only insured while acting within the course and scope of their duties and responsibilities on behalf of the **land use body** for the **public entity**. No person shall be considered an **individual insured** for any **claim** first made prior to: a) the inception of the **policy period**; or, if later, b) the date the person completed the MEL Land Use Risk Control Program, including but not limited to such **claims** and suits set forth and referenced in Item 5 of the policy declarations.

6. **Insurer:** The insurer set forth in Item 6 of the policy declarations.
7. **Land Use Body:** Municipal planning boards, zoning boards of adjustment, or combined planning and zoning boards of the **public entity**.
8. **Limits of Insurance:** The monetary amount set forth in Item 3 of the policy declarations.
9. **Non-indemnified defenses costs:** Reasonable and necessary attorney's fees, expert witness fees and other fees and costs, incurred with **our** prior written consent in the investigation and/or defense of a covered **claim**, for which the **public entity** and **underlying insurer** (a) refuses or fails to indemnify the **individual insured** or (b) is not permitted to indemnify the **individual insured**, or pay or advance to or on behalf of the **individual insured**, after being requested to so indemnify, pay or advance. **Non-indemnified defense costs** also includes **non-indemnified defense costs** previously advanced by the **public entity** or **underlying insurer** which the **individual insured** becomes obligated to repay. However, **non-indemnified defense costs** do not include any financial obligation of an **individual insured** or **public entity** existing under any self-insured retention, insurance deductible or coinsurance requirement. **Non-indemnified defense costs** paid by **us** shall be part of and not in addition to the **limits of insurance**.
10. **Policy Period:** Includes only the period set forth in Item 2 of the policy declarations.
11. **Public Entity:** The entity set forth in Item 1 of the policy declarations, including its government body, departments and units, and excluding boards of education, hospitals and nursing homes.
12. **Self-Dealing / Illegal Profit:** Self-dealing or gaining profit or advantage to which an **individual insured** is not legally entitled.
13. **Underlying insurer:** The insurer set forth in Item 8 of the policy declarations for the insurance policy set forth in Item 9 of the declarations.
14. **Underlying policy:** The insurance policy set forth in Item 9 of the policy declarations.
15. **Willful Violation:** Willful violation of any federal, state or local statute, ordinance, rule, regulation, agreement or judicial or regulatory order.
16. **Wrongful Act:** Any alleged act, error or omission comprising a **criminal act**, a **willful violation**, or **self-dealing / illegal profit** of an **individual insured(s)**, and any alleged or actual act, error or omission that gives rise to a **claim** for **condemnation** against an **individual insured(s)**.

Section III – Exclusions

This policy excludes and **we** shall not be liable to make any payment based upon, arising out of or attributable to:

1. Any defense costs described in Section II(9) of this policy which are covered by (a) any and all other insurance, including coverage afforded by the **underlying insurer** and any other insurer, (b) any indemnification obligation of the **public entity** or any other body, organization or entity, (c) indemnification under New Jersey Statutes Title 59, and (d) any other financial instrument;
2. All expenses, costs, losses, or other damages, of any varieties or types, other than **non-indemnified defense costs**;
3. Any **wrongful act**, if a final and non-appealable adjudication of the **claim** arising from the **wrongful act** establishes civil or criminal liability of the **individual insured**. For the purpose of determining

the application of this exclusion, no **wrongful act** of any **individual insured** shall be imputed to any other **individual insured**;

4. Any **claim** for which loss of coverage from the **underlying insurer** results from the **public entity's** failure to pay premium or assessments to the **underlying insurer**;
5. Any **claim** made against the **individual insured** arising out of (i) any litigation, proceeding, or administrative act or hearing brought prior to or pending as of the Prior and Pending Litigation date referenced in Item 5 of the policy declarations, and (ii) any future litigation, proceeding, administrative act or hearing based upon any such prior or pending litigation, proceeding, administrative act or hearing or derived from the essential facts or circumstances underlying or alleged in any such prior or pending litigation, proceeding, administrative act or hearing; and
6. (i) **Claims** first made prior to the inception date of this policy, and (ii) **claims** accepted as first made under any other insurance policy in force prior to the inception date of this policy.
7. Any civil **claims** seeking relief or redress in any form other than monetary damages, including but not limited to requests for injunctive and/or declaratory relief; nor shall we have any obligation to indemnify the insured for any costs, fees (including attorney's fees), or expenses which the insured shall become obligated to pay as a result of an adverse judgment for injunctive and/or declaratory relief.

Section IV – Additional Terms and Conditions

1. Duties in the Event of any Wrongful Act or Claim

- (i) **You** must see to it that we and any other insurers who could provide coverage for any **claim(s)** are notified in writing as soon as practicable of any potential, actual or alleged **wrongful act(s)** which may be reasonably expected to result in a **claim** under this policy. Notice to **us** shall be directed to the person and address identified in Item 7 of the policy declarations. To the extent possible, notice should include:
 - a. how, when and where the **wrongful act(s)** took place;
 - b. the names and addresses of any claimants and potential claimants, and of any witnesses; and
 - c. the nature of any expenses, costs, losses, or other damages arising or potentially arising out of the **wrongful act(s)**;
- (ii) If a **claim** is made or suit is brought against any **individual insured** which may be reasonably expected to result in a **claim** under this policy, **you** must:
 - a. immediately record the specifics of the **claim** or suit and the date received; and
 - b. notify **us**, in writing directed to the person and address identified in item 7 of the policy declarations, and any other insurers who could provide coverage for the **claim**, of the **claim** as soon as practicable.
- (iii) **You** and any other involved **individual insured** must:
 - a. Immediately send **us**, and any other insurers who could provide coverage, copies of any demands, notices, summonses or legal papers received in connection with a **claim** or suit which may be reasonable expected to result in a **claim** under this policy;
 - b. Authorize **us** to obtain records and other information;
 - c. Cooperate with **us** in (1) the investigation of the **claim**, and (2) the investigation of issues relating to coverage under this policy or any other policy; and

- d. Assist **us**, upon **our** request, in the enforcement of any right against any insurer, person, entity or organization which may be liable to the **individual insured** because of the expenses, costs, losses, or other damages to which this insurance may apply.
- (iv) In the event of a **claim**, **you** shall promptly seek indemnification and/or coverage from the **underlying insurer, public entity** and any other insurer, organization or entity that may be responsible for providing insurance coverage or indemnification for the **claim**. You shall do everything necessary to secure coverage and/or indemnification for the **claim**, as applicable, from all relevant sources.
- (v) No **individual insured** or **public entity** will, except at that **individual insured's** or **public entity's** own cost, voluntarily make a payment, assume any obligation or incur any expense relating to our obligations under this policy without our consent.
- (vi) **We** shall be subrogated to the extent of such **non-indemnifiable defense costs** paid by **us** to all of the **individual insured's** rights of recovery, including but not limited to any rights of indemnification and any other rights of recovery, against any persons, entities or organizations. The **individual insured** shall execute all documentation required (including all paperwork necessary for **us** to file suit or initiate other proceedings) and assist in any way necessary to pursue and secure such rights.

2. Defense and Related Costs

- (i) In the event that this insurance covers **non-indemnified defense costs**, the selection of defense counsel shall be made by **you**.
- (ii) Any payment of **non-indemnified defense costs** by **us** shall be repaid by the **individual insured** in the event and to the extent that any such **individual insured** shall not be entitled to such payments or advancements under this policy. Furthermore, **our** payment of **non-indemnified defense costs** is without prejudice to **our** rights against any insurer, organization or entity which may be obligated to the **individual insured** for the same payments.
- (iii) **We** shall have the right and be given the opportunity to associate in the defense or trial of any **claim** which, in **our** opinion, may create liability on the part of the **Insurer** under the terms and conditions of this policy.
- (iv) To the extent that we may be obligated to pay **non-indemnified defense costs** under this policy, **you** will provide to **us** complete copies of reasonably requested invoices, documents and other information relating to **our** evaluation. Upon providing **us** with such requested invoices, documents and other information, within sixty (60) thereafter, we will provide **you** with our determination of payable **non-indemnified defense costs** under this policy and, if applicable, **our** payment of same.

3. Rescindability and Severability

The statements, warranties and representations made to the **Insurer** during the negotiation of, or contained in any application or other materials or information provided to the **Insurer** in connection with the underwriting of, this policy have been relied upon by the **Insurer** and shall be construed as separate applications for coverage by each **individual insured**. The **Insurer** shall be entitled to rescind or void this policy in whole or in part based upon any material misrepresentation made within this context.

No knowledge possessed by the **public entity** or any **individual insured** shall be imputed to any other **individual insured** for the purpose of determining the availability of coverage with respect to any **claim**.

4. Receipt of Claims

A **claim** will be deemed to have been made when notice of such **claim** is received by the **public entity, you** or by **us**, whichever comes first. All **claims** against the same **individual insured** resulting from the same **wrongful act(s)** will be deemed to have been made at the time the first of those **claims** is made. Any **claim** that correlates with notice of a potential **claim** will be deemed to have been made during the **policy period** when notice of such potential **claim** is first received by the **public entity, you** or **us**, whichever comes first.

5. Interrelated Claims

This policy provides coverage for **claims** first made against an **individual insured** during the **policy period** or the **extended reporting period** (if applicable). All **claims** against any **individual insured** alleging, arising out of, based upon or attributable to the same or related facts, **wrongful act(s)**, circumstances or situations, or the same or related series of such, shall be deemed to be a single **claim** made at the time the earliest such **claim** was first made against an **individual insured**.

6. Limits of Insurance

The **limits of insurance** in Item 3 of the policy declarations applies as a separate and exclusive **limit of insurance** to each **individual insured**, during the **policy period** and, if applicable, the **extended reporting period**. The **insurer's** aggregate limits of insurance for all **non-indemnified defense costs** covered under this policy, during the **policy period** and, if applicable, the **extended reporting period**, shall be the **limits of insurance** in Item 3. of the policy declarations multiplied by the number of **individual insureds**.

7. Assignment

This policy and any and all rights hereunder are not assignable without the prior written consent of the **Insurer**.

8. Other Insurance and Indemnification

- (i) The insurance provided by this policy shall apply only as excess over and shall not contribute with any defense costs actually paid pursuant to the **underlying policy**, any other insurance maintained by the **public entity** or any **individual insured**, or any indemnification or advancement from any other source, including but not limited to indemnification as provided under New Jersey Statutes Title 59, whether such insurance or indemnification is stated to be primary, excess, contributing or otherwise.
- (ii) When any other insurer has acknowledged a duty to defend any **claim** that would otherwise be subject to coverage under this policy, this policy shall not cover, respond or contribute to the extent of that other insurer's duty.

9. Extended Reporting Period

- (i) If **we** terminate or refuse to renew this policy other than for nonpayment of assessment, the **individual insured** shall have the right, upon payment of the additional assessment set forth in Item 4(A) of the policy declarations, to an extension of the coverage granted by this policy for the period set forth in Item 4(A) of the policy declarations following the effective date of termination or non-renewal, but only for any **wrongful act(s)** committed, attempted, or allegedly committed or attempted, prior to the effective date of termination or non-renewal.
- (ii) If the **individual insured** terminates or declines to accept renewal, **we** may, if requested, at **our** sole option, grant an **extended reporting period**. The offer of renewal terms and conditions or assessments different from those in effect prior to renewal shall not constitute refusal to renew. This right of extension shall lapse unless written notice of such election, together with

payment of the additional assessment due, is received by **us** within 30 days following the effective date of termination or non-renewal and **we** agree to grant the **extended reporting period**. Any **claim** made during the **extended reporting period** shall be deemed to have been made during the immediately preceding coverage period.

- (iii) For the **limits of insurance** under this policy as to an **individual insured** during the **extended reporting period**, **we** shall combine the total of monies paid by **us** on behalf of the **individual insured** during the immediately preceding coverage period plus the total of monies paid **us** on behalf of the same **individual insured** during the **extended reporting period**, and the total payments shall not exceed the **limits of insurance** set forth in Item 3(A) of the policy declarations.

10. Maintenance Of Underlying Coverage

The **individual insureds** and **public entity** agree with the **Insurer** that the **underlying policy** shall be maintained in full effect during the term of this policy.

11. Cancellation

- (i) Any cancellation of this policy is expressly subject to the requirements of the laws of the State of New Jersey. This policy may be canceled by the **public entity** by surrender thereof to **us** and only in accordance with the requirements for cancellation from the **public entity** as set forth in the aforesaid laws and the **public entity's** governing rules and bylaws. If the **public entity** cancels, the **public entity's** liability for any further assessment shall be computed in accordance with the aforesaid laws.
- (ii) Subject to the aforesaid laws, this policy may also be canceled by not less than ten (10) days' notice when the cancellation is being effected by reason of the nonpayment of assessment. The mailing of notice of cancellation to the **public entity** shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **policy period**.
- (iii) Assessment adjustment may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned assessment is not a condition of cancellation.

12. Legal Action Against the Insurer

No action shall lie against the **Insurer** with respect to any **claim** unless, as a condition precedent thereto, the **public entity** and **individual insured** shall have fully complied with all of the terms of this policy, nor until the amount of the **individual insured's** obligation to pay any **non-indemnified defense costs** shall have been finally determined either by judgment against the **individual insured** after actual trial or by written agreement of the **individual insured**, the claimant(s) and the **Insurer**. Nothing contained in this policy shall give any person or organization any right to join the **Insurer** as a codefendant in any action against an **individual insured** or the **public entity**.

13. Territory and Currency

Where legally permissible, coverage afforded under this policy shall apply to **claims** made against the **individual insureds** arising anywhere in the world, provided that any lawsuit or other formal proceeding that arises from or in any way relates to the **claim(s)** is commenced within the United States of America. All amounts under this policy are expressed and payable in the currency of the United States of America.

14. Authorization

The **public entity** shall act on behalf of the **individual insureds** with respect to the giving and receiving of notice of cancellation or nonrenewal, the payment of assessments or the receipt of return assessments that may become due, and agreeing to any changes to this policy.

15. Alteration

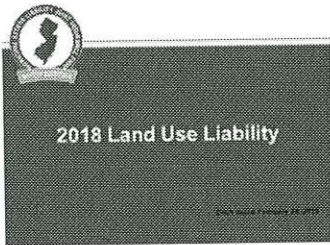
No alteration, change or modification to this policy shall be effective unless consented to in writing by **our** authorized representative.

16. Headings

The descriptions in the headings and sub-headings of this policy, and the titles of the endorsements, are inserted solely for convenience and do not constitute any part of the terms or conditions of the Policy.

2018 Land Use Liability Seminar

Slide 1 – Host introduces speaker(s)



Land Use Liability

This seminar is a part of an program to acquaint local officials with Risk Management principles. It is designed to provide a general understanding of legal principles pertaining to governmental operations. Seek the advice of your attorney to evaluate any particular case or circumstance.



Land Use Liability

Delays in winning approvals are a normal part of the process and usually do not give rise to liability suits.



Land Use Liability

Land use Boards and individual members have the same protections from lawsuits as judges.

These immunities do not apply when a land use board violates civil rights.



Land Use Liability

The starting point for land use law is the fifth amendment of the US Constitution which provides that private property shall not be taken for public use without just compensation



Slide 2 – This seminar is a part of a program to acquaint local officials with Risk Management principles. It is designed to provide a general understanding of the legal principles pertaining to governmental operations. Seek the advice of your attorney to evaluate any particular case or circumstance.

Slide 3 - The topic for this seminar is Land Use Liability. Fortunately, most applicants who have been denied approval do not sue for monetary damages. Delays in winning approvals are a normal part of the process and do not usually give rise to liability suits. This even includes Mt. Laurel cases. The appeal is to the Superior Court for injunctive relief, which is a court order that requires the municipality to take action or prohibits the municipality from taking action.

Slide 4 – The reason land use disputes rarely become liability claims against municipalities is because of the broad immunities extended to governmental decision makers. Land use is a judicial function and has the same broad immunities as a court. In fact, individual members of land use boards have the same protections from lawsuits as judges. However, these immunities do not apply when a land use board violates civil rights.

Slide 5 –The starting point for land use law is the fifth amendment of the US Constitution which provides that private property shall not be taken for public use without just compensation. Simply, when a governmental entity condemns private property for public use, it must pay the owner.

Land Use Liability

In 1922, the Supreme Court extended this principle to so called inverse condemnation. This is where governmental regulations including zoning laws significantly diminishes the value of a private property.



Slide 6 - In 1922, the Supreme Court extended this principle to so called *inverse* condemnation. This is where governmental regulations including zoning laws significantly diminishes the value of a private property. While government does not actually acquire ownership of the property, the laws or regulations adopted by the governmental entity effectively make the property worthless.

Land Use Liability

No person has the right to use property in a fashion that threatens public safety or is so obnoxious that it materially impairs the rights of adjacent property owners. On the other hand, government does not have the right to adopt regulations that effectively prohibit any reasonable use of private property.



Slide 7 - Under the law, no person has the right to use property in a fashion that threatens public safety or is so obnoxious that it materially impairs the rights of adjacent property owners. On the other hand, government does not have the right to adopt regulations that effectively prohibit any reasonable use of private property.

Land Use Liability



Slide 8 - Further, various Federal and state laws now give civil rights protection to a range of unpopular uses...in other words, NIMBY.... Not In My Backyard. For example, there have been numerous law suits involving group homes.

Land Use Liability



Fee Shifting



Slide 9 - What makes these cases especially expensive is attorney fee-shifting. If you lose a normal liability case, you pay the plaintiff and you pay your attorney's bills. In a fee shifting case, you pay the plaintiff, you pay your attorney AND you pay the plaintiff's attorney. Further, the plaintiff's attorney is not paid a percentage of the award, but rather a fee based on the number of hours spent on the case PLUS an additional amount to compensate the attorney for the risk of losing the case. As a result, plaintiff's attorneys often build up the number of hours if they believe they have a good chance of winning. It is not usual for the plaintiff's attorney to be awarded an amount far higher than the plaintiff.

Religious Land Use and Institutionalized Persons Act

RLUIPA provides that no government shall impose land use regulation that creates a substantial burden on religious exercise unless in furtherance of a compelling governmental interest that is the least restrictive way of accomplishing that objective.



Slide 10 - For example, there has been extensive litigation in recent years under the Religious Land Use and Institutionalized Persons Act, known as RLUIPA. In one recent case here in New Jersey, a mosque was awarded damages of \$7.5 million including \$5 million for the mosque's attorneys. Unanimously adopted by Congress in 2000, this act provides that no government shall impose land use regulation that creates a substantial burden on religious exercise unless in furtherance of a

compelling governmental interest that is the least restrictive way of accomplishing that objective. These applications can be very controversial and because of fee shifting very expensive.

Land Use Liability



Slide 11 - Another example are cases concerning adult book stores and movie theaters. Under the first amendment, government cannot regulate the content of speech, but under some circumstances can regulate the side effects. In one case, Schad v. Mount Ephraim (1981), the US Supreme Court overturned a zoning ordinance that prohibited adult book stores and theaters because the zoning ordinance allowed a broad range of other uses in its commercial zone. Therefore, the court decided that this ordinance singled out a particular type of speech, objectionable as it is.

Land Use Liability



Renton v Playtime Theaters (1985)

Slide 12 - Just a few years later in Renton v Playtime Theaters (1986) the same court upheld a zoning ordinance that prohibited adult theaters within 1000 feet of a residential zone. In this case, the court ruled that municipalities can take into consideration the higher crime rate around these establishments and use the zoning code to establish a buffer from residential areas so long as there are still places within the zone where these establishments could locate. Saying that, I would be very careful before adopting any zoning or building regulation that has the effect of singling out any particular type of speech.

Land Use Liability



Legal Recourse



Slide 13 - Therefore, an applicant who has been denied approval normally does not have recourse to sue for monetary damages. The appeal is to the Superior Court for injunctive relief. However, monetary damages can be awarded in cases where the applicant's civil rights have been violated and these damages include the applicant's legal fees. That is why these cases almost always involve big numbers.

Land Use Liability



"Those who cannot remember history are condemned to repeat it."

George Santayana
Life of Reason 1905

George Santayana (1863 - 1952)



Slide 14 - Now comes the interesting part of this seminarthe case studies. As philosopher George Santayana said:

“Those who cannot remember history are condemned to repeat it.”

As we go through the 10 case studies, you will decide the issue that was presented to the court. Each of these cases can be found on the MEL’s website that can be accessed through the app.

Case Study One

While considering a change in the zoning law, the governing body expressed concern about the impact that a development would have on the town and the developer voluntarily offered to contribute \$200,000 to offset some of those costs, although there was no legal requirement for the developer to make this contribution.



Slide 15 - In the first case, while considering a change in the zoning law, the governing body expressed concern about the impact that a development would have on the town and the developer voluntarily offered to contribute \$200,000 to offset some of these costs, although there was no legal requirement for the developer to make this contribution.

Case Study One

Is it legal for the governing body to accept the strictly voluntary contribution from the developer? YES or NO



Slide 16 - Is it legal for the governing body to accept the strictly voluntary contribution from the developer? YES or NO (pause)

Case Study One

NO: In Nunziato v Edgewater, the court ruled that absence a legal requirement, voluntary contributions of this nature are analogous to “pay to play” where favorable land use decisions go to the highest bidder.



Slide 17 – **NO:** In Nunziato v Edgewater, the court ruled that absence a legal requirement, voluntary contributions of this nature are analogous to “pay to play” where favorable land use decisions go to the highest bidder. As a result of this 1988 case, communities are now required to establish specific requirements for offsite improvements.

Case Study Two

Members of a land use board visited the site of an application and engaged in a discussion with both the applicant and objectors. While most of the discussion was limited to specifics of the application, one of the members went beyond this and engaged in a heated dialogue with one of the parties. This member was recused from further deliberations.



Slide 18: In the second case, members of a land use board visited the site of an application and engaged in a discussion with both the applicant and objectors. While most of the discussion was limited to specifics of the application, one of the members went beyond this and engaged in a heated dialogue with one of the parties. This member was recused from further deliberations.

Case Study Two

Is it legal for the other members of the board who were at this site meeting to continue in the proceeding? YES or NO



Slide 19 – Is it legal for the other members of the board who were at this site meeting to continue in the proceeding? YES or NO (pause)

Case Study Two

YES: In Smith v Fair Haven the Court agreed that the recusal of the one member who engaged in the heated discussion was an adequate cure in this case. In its opinion, the court reiterated that discussion at site meetings must not go beyond the arguments and allegations advanced during the course of the board's meetings. Further, the court emphasized that the knowledge gained from the visit should be placed on the record.



Slide 20 - **YES:** In Smith v Fair Haven the Court agreed that the recusal of the one member who engaged in the heated discussion was an adequate cure in this case. In its opinion, the court reiterated that discussion at site meetings must not go beyond the arguments and allegations advanced during the course of the board's meetings. Further, the court emphasized that the knowledge gained from the visit should be placed on the record. For this reason, it is good practice to have the Board attorney at on site meetings.

Case Study Three

An experienced developer received a Superior Court order instructing the town to approve a project after considerable delay. The planning board then willfully ignored the court ruling and rejected the application anyway. The developer sued both the town and members of the planning board personally. The Town settled out of court and a jury found three members personally liable, awarding damages of \$5000 against each.



Slide 21 - In the third case, an experienced developer received a Superior Court order instructing the town to approve a project after considerable delay. The planning board then willfully ignored the court ruling and rejected the application anyway. The developer sued both the town and members of the planning board personally. The Town settled out of court and a jury found three members personally liable, awarding damages of \$5000 against each.

Case Study Three

Will discretionary immunity protect members of a planning board personally from punitive damages even if they willfully ignore an order of the Superior Court to approve an application? YES or NO



Slide 22 - Will discretionary immunity protect members of a planning board personally from punitive damages even if they willfully ignore an order of the Superior Court to approve an application? YES or NO (pause)

Case Study Three

YES: The immunity extended to individual members of land use boards even this case.

In Anastasio v W. Orange, the court wrote that:

"We think that the public interest requires that persons serving on planning boards.....act with independence and without fear that developers.....[will] bring them into court."



Slide 23 - **YES:** The immunity extended to individual members of land use boards even *this* case.

In Anastasio v W. Orange, the court wrote that:

"We think that the public interest requires that persons serving on planning boards.....act with

independence and without fear that developers.....[will] bring them into court.

As a result, the members of the board were personally immune, but the town itself was still held liable for their actions.

Case Study Four

A religious institution applied for variances to build a school in a residential zone. A Board member lived in a nearby development and coached her neighbors on what questions they should ask at the hearing. She did not recuse from the deliberations.



Slide 24 - In the fourth case, a religious institution applied for variances to build a school in a residential zone. A Board member lived in a nearby development and coached her neighbors on what questions they should ask at the hearing. She did not recuse from the deliberations.

Case Study Four

Was the board member who helped residents draft their objections entitled to personal immunity? YES or NO?



Slide 25 - Question 4: Was the board member who helped residents draft their objections entitled to personal immunity? YES or NO (pause)

Case Study Four

NO - In Muslim Community Association of Ann Arbor v. Pittsfield Township, a US District Court ruled that:

"Absolute immunity does not extend to ... actions of officials taken either in bad faith, because of corruption, or primarily in furtherance of personal instead of public interests."



Slide 26 - **NO**: In Muslim Community Association v Ann Arbor, a US District Court held that:

"Absolute Immunity does not extend to actions of officials taken either in bad faith, because of corruption, or primarily in furtherance of personal instead of public interests."

Case Study Four

Other Examples of Personal Liability:

During a close reelection campaign, the Mayor asked all members of the Planning Board from his party to vote against a controversial application. It is illegal to influence decisions for political or personal gain.



Slide 27 - Here are some other examples where immunity did not apply because of bad faith.

During a close reelection campaign, the Mayor asked all members of the Planning Board from his party to vote against a controversial application. It is illegal to influence decisions for political or personal gain. Those phone calls cost the tax payers hundreds of thousands of dollars.

Case Study Four

Other Examples of Personal Liability:

A developer submitted a conforming application to build a commercial building that included a day care center. The Mayor forced the developer to scale back the application, but still voted against it. Subsequently, it came to light that the Mayor had an interest in another day care center nearby.



Slide 28 - In another example, a developer submitted a conforming application to build a commercial building that included a day care center. The Mayor forced the developer to scale back the application, but still voted against it. Subsequently, it came to light that the Mayor had an interest in another day care center nearby.

Case Study Five

During the hearing on a case involving the application to build a senior citizen home the Mayor created a storm when he said that this might be a good place for his mother to live.



Case Study Five

Did the Mayor's comment create a conflict of interest that required him to recuse? YES or NO



Case Study Five

NO. In *Grabowsky v. Montclair*, the court ruled that the Mayor did not have a conflict merely because his mother might move into the proposed senior center.



Case Study Six

A town purchased land for a parking lot. The Mayor then entered into an agreement to lease some of the spaces for his business. Subsequently, the town advertised bids to pave the parking lot and awarded the bid.



Case Study Six

Before voting on the contract award, the Mayor was advised by the municipal attorney that his vote on the award was not a conflict of interest even though his business would be using many of the spaces. A complaint was made to the Local Finance Board, which fined the Mayor \$200 after deciding that the Mayor's actions were clearly over the line. The Mayor then appealed.



Case Study Six

Did the Mayor qualify for the "acting under the advice of counsel" defense? YES or NO



Slide 29 - Conflicts of interest can be tricky. For example, during the hearing on a case involving the application to build a senior citizen home the Mayor created a storm when he said that this might be a good place for his mother to live.

Slide 30 – Question 5: Did the Mayor's comment create a conflict of interest that required him to recuse? YES or NO (pause)

Slide 31 – NO. In *Grabowsky v. Montclair* the court ruled that the Mayor did not have a conflict merely because his mother might move into the proposed senior center. However, the Mayor was also a board member of a church adjacent to the proposed senior center and therefore the Mayor's vote was a conflict because of his relationship with the church.

Slide 32 – Potential conflicts must be taken very seriously. In case 6, a town purchased land for a parking lot. The Mayor then entered into an agreement to lease some of the spaces for his business. Subsequently, the town advertised bids to pave the parking lot and awarded the bid.

Slide 33 - Before voting on the contract award, the Mayor was advised by the municipal attorney that his vote on the award was not a conflict of interest even though his business would be using many of the spaces. A complaint was made to the Local Finance Board, which fined the Mayor \$200 after deciding that the Mayor's actions were clearly over the line. The Mayor then appealed.

Slide 34 - In your opinion, did the Mayor qualify for the "acting under the advice of counsel" defense? YES or NO (pause)

Case Study Six

Yes. In *Re Zisa*, the Appellate court ruled that absent any indication of collusion, the fact that the Mayor requested and received the advice of the municipal attorney qualified the Mayor for the safe harbor defense.



Case Study Six

To be eligible for the safe harbor defense:

- The advice must be received prior to your action;
- The individual who offered the advice possessed authority or responsibility with regard to ethical issues. Simply relying on your personal attorney is not sufficient;
- The individual seeking advice made full disclosure of all pertinent facts and circumstances; and,
- The individual complied with the advice, including all the restrictions.



Slide 35 – Yes. In *Re Zisa*, the Appellate court ruled that absent any indication of collusion, the fact that the Mayor requested and received the advice of the municipal attorney qualified the Mayor for the safe harbor defense.

Slide 36 – Specifically, to be eligible for the safe harbor defense:

- The advice must be received prior to your action;
- The individual who offered the advice possessed authority or responsibility with regard to ethical issues. Simply relying on your personal attorney or a friend is not sufficient;
- The individual seeking advice made full disclosure of all pertinent facts and circumstances; and,
- The individual complied with the advice, including all the restrictions.

Case Study Seven

The owner of an otherwise conforming lot in a single family zone was prevented from starting construction by the DEP because of flood plain regulations. The DEP ruled that the property can only be used for open space, parkland or a parking lot. The owner sued arguing that this was inverse condemnation.



Slide 37 – In case 7, The owner of an otherwise conforming lot in a single family zone was prevented from starting construction by the DEP because of flood plain regulations. The DEP ruled that the property can only be used for open space, parkland or a parking lot. The owner sued arguing that this was inverse condemnation.

Case Study Seven

Did the court rule that the DEP's actions constituted a taking through inverse condemnation? – YES or NO

Slide 38 – Question: Did the court rule that the DEP's actions constituted a taking through inverse condemnation? – YES or NO

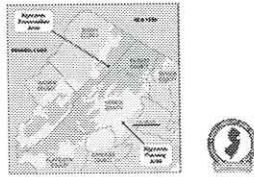
Slide 39 – YES: In *Mansoldo v State of New Jersey* (2006) the New Jersey Supreme Court ruled that the in

Case Study Seven



deciding inverse condemnation cases, courts must ask if the regulation effectively eliminates all economically productive use of the land. After answering this question, the courts must go further and determine if the regulation unduly interferes with legitimate investment-backed expectations of the property owner depending on various factors. Based on this analysis, the court found that inverse condemnation occurred in this case and ultimately, the property owner sold the two lots to the town.

Inverse Condemnation?



Slide 40 - Inverse Condemnation cases are complicated and very expensive to litigate. For example, the Highlands Water Protection and Planning Act effectively makes it very difficult to win approvals to develop in nine percent of the state. However, in drafting that legislation, the state added a provision to the law that allows the Highlands Protection and Planning Commission to grant waivers to property owners who can demonstrate inverse condemnation. As a result, owners must go through this appeal process before they can go to court. And as we all know, that process can take years.

Case Study Eight

A Muslim congregation proposed to build a conforming mosque and educational center on a site of a former hotel. Within two months, the Council adopted a revised zoning code that requires a church to seek a conditional use variance if located in a residential zone. In one of the hearings, no less than 500 citizens attended and things became quite ugly. The town argued that the area in question had winding roads and there were other properties in other parts of town where the mosque could locate, although these properties were substantially more expensive.

Slide 41 - In case 8, a Muslim congregation proposed to build a conforming mosque and educational center on a site of a former hotel. Within two months, the Council adopted a revised zoning code that required a church to seek a conditional use variance if located in a residential zone. In one of the hearings, no less than 500 citizens attended and things became quite ugly. The town argued that the area in question had winding roads and there were other properties where the mosque could locate, although these properties were substantially more expensive. The mosque argued that its consultant found that traffic would not be a problem and that the area already had educational and other similar uses.

Case Study Eight

Did the court accept the town's position that it was not in violation of RLUIPA because the mosque could locate on other properties?
YES or NO?

Slide 42 – Did the court accept the town's position that it was not in violation of RLUIPA because the mosque could locate on other properties? YES or NO (pause)



Case Study Eight

NO - In *Al Falah Center v Bridgewater*, the Federal court was swayed by how quickly the council moved to change the zone. As a result of the decision, the town paid \$2.5 million to purchase another property for the mosque and the township's insurer paid the mosque's legal bills that amounted to \$5 million.



Slide 43 – **NO**: In *Al Falah Center v Bridgewater*, the Federal court was swayed by how quickly the council moved to change the zone. As a result of the decision, the town paid \$2.5 million to purchase another property for the mosque and the township's insurer paid the mosque's legal bills that amounted to \$5 million.

Case Study Nine

A zoning board conducted a hearing on a proposal to develop a mobile home park. Towards the end of the hearing, a resident spoke about a political controversy that was not relevant to the zoning issues before the board. He was asked to stop and when he refused, a scuffle broke out between the resident and the Board Chairperson.



Slide 44 – In case study 9, a zoning board conducted a hearing on a proposal to develop a mobile home park. Towards the end of the hearing, a resident spoke about a political controversy that was not relevant to the zoning issues before the board. He was asked to stop and when he refused, a scuffle broke out between the resident and the Board Chairperson. Democracy can be messy.

Case Study Nine

At a hearing, can a land use board limit testimony to issues that are relevant to the decision before the board? YES or NO?



Slide 45 – At a hearing, can a land use board limit testimony to issues that are relevant to the decision before the board? YES or NO (pause)

Case Study Nine

YES - The most frequently cited case in this situation is the 1990 decision in *White v City of Norwalk* where a Federal Court held that:

"In dealing with agenda items, the Council does not violate the first amendment when it restricts speakers to the subject at hand. While speakers cannot be stopped from speaking because the moderator disagrees with the viewpoint he is expressing, it certainly may stop him if his speech becomes irrelevant or repetitious."



Slide 46 – **YES**: The most frequently cited case in this situation is the 1990 decision in *White v City of Norwalk* where a Federal Court held that:

"In dealing with agenda items, the Council does not violate the first amendment when it restricts speakers to the subject at hand. While speakers cannot be stopped from speaking because the moderator disagrees with the viewpoint he is expressing, it certainly may stop him if his speech becomes irrelevant or repetitious."

Case Study Nine



Slide 47 - Unlike a Council meeting, there is no requirement that a land use board reserve a portion of its meetings for open comment. A Board hearing is not Speakers Corner in Hyde Park.

By law, Boards can limit comment to issues that are relevant to what the board may consider in reaching its decisions. The board can also insist on decorum consistent with its status as a court. When a land use

board allows a hearing to stray into inflammatory comments that are not relevant, it risks opening the town to a liability suit.

Case Study Nine

At the beginning of each meeting, in addition to the Open Meetings Act, there should be a statement to the effect that:

"This meeting is a judicial proceeding. Any questions or comments must be limited to issues that are relevant to what the board may legally consider in reaching a decision and decorum appropriate to a judicial hearing must be maintained at all time."



Slide 48 - At the beginning of each meeting, in addition to the Open Meetings Act, there should be a statement to the effect that:

"This meeting is a judicial proceeding. Any questions or comments must be limited to issues that are relevant to what the board may legally consider in reaching a decision and decorum appropriate to a judicial hearing must be maintained at all time."

Case Study Ten

A group of Orthodox Jewish residents attempted to create an enclosed "Eruv" zone so that they could push or carry objects outside their homes on the Sabbath. An Eruv can be established by running plastic string between utility poles. Where this has been done, the string is high and out of sight. The utility company agreed but after bitter controversy, the town decided to stop the plan by enforcing its 1954 ordinance that prohibits placing signs and the like on utility poles, fences, and other public places.



Slide 49 - In our last case, a group of Orthodox Jewish residents attempted to create an enclosed "Eruv" zone so that they could push or carry objects outside their homes on the Sabbath. Eruv's were originally built with ropes and wooden poles, but today an Eruv can be established by running plastic string between utility poles. Where this has been done, the string is high and out of sight. The utility company agreed but after bitter controversy, the town decided to stop the plan by enforcing its 1954 ordinance that prohibits placing signs and the like on utility poles, fences, and other public places.

Case Study Ten

Did the town violate the resident's civil rights by enforcing its sign ordinance to prevent the Eruv? YES or NO?



Slide 50 - Did the town violate the resident's civil rights by enforcing its sign ordinance to prevent the Eruv? YES or NO (pause)

Case Study Ten

YES - The court based its decision on the fact the town's action constituted selective enforcement because over the years officials ignored numerous other violations such as signs for yard sales, lost animals, house numbers, directional signs to churches, and the like. While all law enforcement is inherently selective, it is illegal to make that selection based on criteria that amounts to illegal discrimination.



Slide 51 - YES: The court based its decision on the fact the town's action constituted selective enforcement because over the years officials ignored numerous other violations such as signs for yard sales, lost animals, house numbers, directional signs to churches, and the like. While all law enforcement is inherently selective, it is illegal to make that selection based on criteria that amounts to illegal discrimination.

Indemnification & Defense

New Jersey law allows towns to defend and indemnify their officials and employees for claims that arise from their performance of their official functions.



Slide 52 - Our final topic is indemnification and defense if you are sued. Fortunately, New Jersey law allows towns to defend and indemnify their officials and

employees for claims that arise from their performance of their official functions. This can even include punitive damages and defense costs from criminal proceedings under some circumstances. The Council's authority is very broad.

Indemnification & Defense

There is no legal requirement that the Council exercise this authority under Title 59 provided that the Council cannot be arbitrary and capricious in its decision.



Indemnification & Defense

Much of the uncertainty can be avoided if the town adopts an indemnification ordinance. Most towns have these ordinances and each of you should review the provisions.



Slide 53 - However, there is no legal requirement that the Council exercise this authority under Title 59 provided that the Council cannot be arbitrary and capricious in its decision. Therefore, it cannot refuse indemnification to one individual for circumstances similar to something that it granted indemnification to another person.

Slide 54 - Further, much of the uncertainty can be avoided if the town adopts an indemnification ordinance. Most towns have these ordinances and each of you should review the provisions. This is really your first line of defense. (Discuss the town's indemnification ordinance)

Insurance

While every policy is different, universally these policies do not cover punitive damages, fines or penalties (juries), fraudulent, dishonest, malicious, criminal or knowingly wrongful acts or omissions (juries), and willful violations of statute, ordinance, rule, agreement, or judicial or regulatory order.



Slide 55 - What about insurance? Typically insurance only covers about half of the cost of these claims. To understand Public Officials Liability policies, you need to read the exclusions. While every policy is different, universally these policies do not cover punitive damages, fines or penalties, fraudulent, dishonest, malicious, criminal or knowingly wrongful acts or omissions, and willful violations of statute, ordinance, rule, agreement, or judicial or regulatory order. In fact, it is against state law for any insurance policy to cover intentional acts because such coverage would encourage wrongdoing. This is known as a moral hazard. It is significant that some of these things can be covered by the

indemnification ordinance even if they can not be legally covered by the insurance policy.

Insurance

These policies do not cover condemnation and inverse condemnation.

These policies will not pay for a defense in criminal court, even if the public official is subsequently acquitted.



Slide 56 - And these policies do not cover condemnation and inverse condemnation which we also discussed earlier. Another point is that these policies will not pay for a defense in criminal court, even if the public official is subsequently acquitted. However, the indemnification ordinance may cover these defense costs depending on its terms.

Special Policy for Members of Land Use Boards

When board members are sued personally for their alleged actions as part of a land use board and not indemnified, the MEL special policy will provide up to \$50,000 (annual aggregate) in defense coverage for the following risks: 1) Criminal Acts; 2) Willful Violations; 3) Self-Dealing/Illegal Profit; and 4) Condemnation, by whatever name used.



Slide 57 - The MEL provides a special policy to land use board members who complete this course. There is no premium because the purpose is to motivate members to attend this class. This special policy covers members personally for many cases that otherwise would be excluded under all other policies.

Specifically, when board members are sued personally for their actions as part of a land use board and not indemnified, the MEL special policy will provide up to \$50,000 (annual aggregate) in defense coverage for the following risks: 1) Criminal Acts; 2) Willful Violations; 3) Self-Dealing/Illegal Profit; and 4) Condemnation, by whatever name used. **HOWEVER**, you will only be reimbursed under this policy if you are acquitted.

Precautions

Create an environment where your staff and attorney are encouraged to tell you what you should hear and not necessarily what you or the public wants to hear.



Do not meet meeting with applicants or opponents to an application alone.

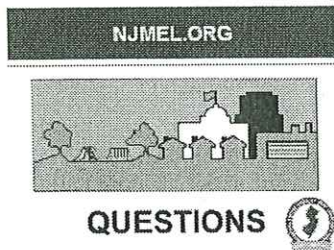
Avoid saying anything that can be construed as bias, both at meetings and elsewhere.



Slide 58 – Before we conclude there are several other precautions we should discuss.

- Create an environment where your staff and attorney are encouraged to tell you what you should hear and not necessarily what you or the public wants to hear. If there is litigation, be guided by the attorney representing you.
- Do not meet with applicants or opponents to an application alone.

- Avoid saying anything that can be construed as bias, both at meetings and elsewhere. For example, in one case a board member said at a contentious hearing: “We are not going to do anything that is contrary to the wishes of the public.” Comments like that make it very difficult to defend the board in court.



Slide 59 – Questions?

To: Wyckoff Township Committee
From: Robert Landel & Aref Afshar
Re: Township of Wyckoff Protection of Historic Sites
Date: August 1, 2018

Situational Facts

The township committee of Wyckoff has requested that the firm research options Wyckoff Township would have to protect historic sites. Currently, the township of Wyckoff has no ordinance to protect historic sites from alteration and demolition. Recently, a Midland Park property owner submitted an application with the Borough of Midland Park to demolish a historic stone house on the Midland Park-Wyckoff border. As Midland Park has no ordinance on the books protecting historic sites, the application is likely to be approved, and the home is likely to be destroyed. Other similar historic buildings are present in Wyckoff. The township committee would like to know its options in protecting the historic buildings.

Questions Presented

What are the options available for the township to protect historic sites? What are the costs and benefits to these options?

Short Answer

Wyckoff may protect these historic sites by establishing a Historic Preservation Commission ("HPC"). By establishing such a commission, they would be able to independently survey historic sites, and establish restrictions on construction and demolition on historic sites. The township could decide to have a "soft" commission, which would report recommendations of all building/demolition permits to the planning board, who would then have the discretion to either follow, modify, or reject the commission's findings. The township could also

create a "strong" commission that would report directly to the administrative officer who would be bound by the recommendations of the report.

In order to form an HPC, the town's ordinance establishing the HPC would have to follow New Jersey's Municipal Land Use Law ("MLUL"). This would require that the commission include two classes of historical and architectural professionals, and have a total of five, seven, or nine members. The commission would also require a budget apportioned by the governing body. Although the HPC would survey lands and submit reports to the planning board, it would be the board's ultimate decision if property becomes a historic site/district. When it comes to permits, the HPC may have the ability to unilaterally determine whether a permit may be issued (hard commission), or merely provide a report to the appropriate land use board that would make the ultimate decision (soft commission).

Applicable Statutes

N.J.S.A. §§13:1B-15.128-13:1B-15.131

N.J.S.A. §40:55D-4

N.J.S.A. §40:55D-6

N.J.S.A. §40:55D-44

N.J.S.A. §§40:55D-107-40:55D-112

Discussion

This discussion focuses on the options available to the Township of Wyckoff to protect their historic sites. Currently, the Township Code has no ordinance on record to protect historic sites or districts. While New Jersey has a register of historic places,

presence on the register only hinders municipalities and governments from encroaching upon the land or structure, but does not prevent private entities from disturbing the land. N.J.S.A. §13:1B-15.131; Hoboken Environment Committee, Inc. v. German Seaman's Mission, 161 N.J. Super. 256, 270 (Super. Ct. 1978). However, MLUL does provide an option for municipalities to protect their historic sites by establishing a historic preservation commission. N.J.S.A. §40:55D-107.

The historic preservation commission: general powers

This HPC, once formed, would be able to submit survey reports on what they consider to be historic sites or districts. A historic site is any property or portion of a property that has historic, architectural, archeological, cultural, or scenic significance. N.J.S.A. §40:55D-4. A historic district is a section of one or more historic sites and surrounding property that either supports or is supported by the character of the historic sites. Id. Once approved by the planning board of the town, and distinguished appropriately on the historic preservation element of the master plan, these historic sites are protected by the oversight of the commission. N.J.S.A. §40:55D-109.

The amount of oversight the HPC has can be determined by ordinance. William M. Cox Et. Al., New Jersey Zoning & Land Use Administration 68 (2017); N.J.S.A. §40:55D-111. In either form, the HPC will be referred to for any permit application regarding a historic site or district. N.J.S.A. §§40:55D-110-40:55D-111. Both forms of the commission will evaluate the permit and its effect on the historic site/district. Id. In the "soft" form of the commission, this

recommendation is handed off to the planning board. Cox supra at 68. The planning board may then either follow, modify, or reject the recommendation. Id. However, this reasoning must be supported by evidence in the record. Id. In the "hard" form of the commission, the recommendation would go directly to the administrative officer who would be bound to follow the recommendation. Id. In both forms, applicants may appeal to the Board of Adjustment. If the town wanted to develop land with a historic site, the HPC would, in either form, submit a written recommendation to the planning board, and can have a representative explain the report during the public hearing addressing the development request. N.J. §40:55D-110.

When an applicant applies for a demolition permit, the HPC can even enact the power of eminent domain. Cox supra at 71. If a master plan allows for the reservation of public areas within a proposed development, the HPC may recommend that the historic site be reserved. See Id; N.J.S.A. §40:55D-44; N.J.S.A. §40:55D-6. This would give the town a 1-year span to raise the appropriate funds through grants and fundraising in order to purchase the property by paying to the owner for his or her actual loss. See Id; N.J.S.A. §40:55D-44; N.J.S.A. §40:55D-6.

Requirements and Disadvantages to the HPC

To form a historic preservation commission, the town would have to, by ordinance, establish the commission. The town must meet the MLUL requirements for the HPC to have legal authority. In Estate of Neuberger v. Middletown Tp., 215 N.J. Super 375, 385. This means that the established HPC must have a set of five, seven, or nine members.

N.J.S.A. 40:55D-107. The Members are then placed into three categories: A person who is knowledgeable in building design/construction or architectural history (Class A), A person who is knowledgeable or has a demonstrated interest in local history (Class B), and a person who is a resident of the community and holds no other municipal position except on the planning board or board of adjustment (Class C). Id. The HPC must have at least one member of classes A and B, and the total of class A and B members must equal at least one less than the majority vote on the commission (two on the five person commission, three on the seven person commission, or four on the nine person commission). Id. Members of classes A and B need not be residents of the township. Id.

The ordinance may allow for either the mayor or chairman of the planning board to appoint the members of the HPC. Id. The initial terms must be evenly distributed to all expire within the first four years of appointment, and from there all terms must last four years. Id. Alternate members must have initial terms not exceeding two years, and then have two-year terms. Id.

When establishing an HPC, many towns worry about how the HPC may restrict the land rights of residents. While (in the soft commission form) the HPC has only the power to survey and recommend actions, most of the power is allotted to the planning board. N.J.S.A. §40:55D-108. If the planning board has chosen to denote a building as a historic site, they may, through recommendations by the HPC, restrict and even deny permits for additions, renovations, or demolitions of certain properties (so long as these restrictions are meant to preserve the

historical aesthetic of the site). Cox supra at 66-72. The designation of a historical site would also give the HPC and planning board the ability to raise funds and purchase a historic site when the owner seeks to demolish the site. Id at 71-72. However, all decisions made by the HPC and planning board, and carried out by the administrative officer, can be appealed to the board of adjustment or to the superior court. Id at 70; Hoboken Environment Committee 161 N.J. Super. at 263-264. This, however, also provides standing for residents of the township to sue Wyckoff in order to prevent the demolition of alteration of a historic site. See Id.

Robert Shannon

From: Robert Shannon
Sent: Thursday, July 05, 2018 11:55 AM
To: Rob Landel; tgarlick@lbklaw.com
Cc: Brian Scanlan; Rudolf Boonstra; Tom Madigan; Melissa Rubenstein; tshanley@wyckoff-nj.com
Subject: Request for Legal guidance
Attachments: 20180705115812673.pdf

Rob and Tom, good morning,

1. Below is a request from Township Committee Madigan which I believe is reflective of a Township Committee consensus (preserving Early American historical structures in Wyckoff) to research the law regarding preserving homes on the national register of historical homes and places.
2. the attached news report which appeared in today's Bergen Record states that these historic structures can be saved from demolition only if a municipal ordinance has been adopted to preserve them. Mr Madigan requested information in this regard. It is my understanding that the township code does not consist of such an ordinance.
3. I am requesting that you research this option for Township Committee consideration at their next meeting on 7-17-18.
4. An expression of caution, - preservation may mean different things to different people, and developer tricks may exist since there are different registers of historical places, i.e. national, state and Bergen County. I suspect not all contain the same preservation requirements and a score card may be required to distinguish each's requirements.
5. This matter is relevant because Wyckoff is home to appx. 12 homes and one commercial structure on the historic homes registries.

Attention Township Committee Members: This email is for informational purposes only. Emails must not involve decision making or deliberative function of the governing body.

Bob Shannon
Township Administrator
Memorial Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481
201-891-7000 x104
201-891-9359 Fax
Sign up for Enews: www.wyckoff-nj.com

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Note: You are advised that this e-mail and all responses to this e-mail, including all attachments, may constitute "public records" which may be obtained by any person filing a request under the Open Public Records Act (OPRA). There should be no expectation that the content of e-mails exchanged with municipal officials and employees will remain private.

Please consider the environment before printing this email.

-----Original Message-----

From: Thomas J. Madigan [<mailto:tmadiganvzw@gmail.com>]

Sent: Thursday, July 05, 2018 11:24 AM

To: Robert Shannon

Subject: Article on historic houses today Record

Hi Bob

Please see article in today Paper on historic Home in Midland Park plans to be demolished

It noted towns can prevent such with a local ordinance etc etc

Can we look this up and see if we might want to do such

Thanks

Best Regards,

Tom Madigan

TMadiganvzw@gmail.com

201.803.9211

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Historic Van Zile House near the Midland Park-Wyckoff border may be demolished soon

Meghan Grant, North Jersey Published 6:35 a.m. ET July 4, 2018 | Updated 7:29 p.m. ET July 4, 2018



(Photo: Meghan Grant)

MIDLAND PARK — Plans to demolish a historic stone house, built decades before the American Revolution, has preservationists raising alarms.

Built in 1736, the Van Zile House, which sits near the Wyckoff border, was added to the National Register of Historic Places in 1983. It is one of Bergen County's original stone houses, dating to the 18th century.

"We are coming up on the 300th anniversary. If this were a community anywhere else in America, a 300-year-old house would be celebrated and people would see it as a point of pride. It would not be bulldozed," said H. Gelfand, chairman of the Bergen County Historic Preservation Committee. Gelfand said he first noticed the

building by chance while running errands in the area.

The Van Zile House is part of a trio of historic homes on Godwin Avenue, along with the Van Blarcom House and Terhune House, both in Wyckoff.

More: [Facing hefty repair tab, Ridgewood school board weighs selling historic building](http://www.northjersey.com/story/news/bergen/ridgewood/2018/04/26/ridgewood-nj-may-sell-historic-cottage-place-building-national-register-historic-places/550431002/) (/story/news/bergen/ridgewood/2018/04/26/ridgewood-nj-may-sell-historic-cottage-place-building-national-register-historic-places/550431002/)

More: [NJ Supreme Court ruling saying no more grants to historic churches worries preservationists](http://www.northjersey.com/story/news/new-jersey/2018/04/18/historic-preservationists-say-nj-supreme-court-ruling-could-have-detrimental-effects-local-communiti/529169002/) (/story/news/new-jersey/2018/04/18/historic-preservationists-say-nj-supreme-court-ruling-could-have-detrimental-effects-local-communiti/529169002/)

More: [Tensions mount in Rochelle Park over Tyson House's potential tie to slave trafficking](http://www.northjersey.com/story/news/bergen/rochelle-park/2018/06/04/rochelle-park-historic-home-may-have-ties-slavery-critics-say/644919002/) (/story/news/bergen/rochelle-park/2018/06/04/rochelle-park-historic-home-may-have-ties-slavery-critics-say/644919002/)

The three houses were all part of the same farm in pre-Revolutionary War times, Gelfand said.

Bergen County is home to about 200 historic stone houses, but development pressure is threatening many of them.

"These stone houses are disappearing with increasing speed, in large part because many of them are on large pieces of land and developers come up with ideas. They present them to mayors and councils.

"They see instead of getting so much tax dollars, if there are 20 town houses on the property, that's more tax revenue," Gelfand said. "There are a number of them that are essentially abandoned."

According to the National Register of Historic Places, the Van Zile House's original unit is the center section, with a kitchen wing and bay window added later.

The owner, 714 Godwin Avenue LLC, is associated with Manhattan Property Partners, and purchased the property last spring. It has filed an application with Midland Park seeking to demolish the building.

No plans have been submitted to Midland Park indicating what the developer hopes to build at the half-acre site. The developers submitted a June 12 sample letter to the borough intended to inform neighbors. However, not everyone in the area is aware of the pending demolition.

"It's a shame. The house is really cool, but it really was a mess inside," said neighbor Andrea Moraski.

7/5/2018

Developer wants to demolish Midland Park-Wvcknoff historic home

Although there is a Historic Sites Committee on the books in its ordinances, Midland Park does not have a historic preservation ordinance and has no such provision in its master plan.

Without a local ordinance, there really is no authority to save homes, even those on the National Register of Historic Places, Gelfand said. The Bergen County Historic Preservation Committee intends to reach out to the developer in the hope of having certain elements of the home, such as the unique stonework, included in new construction.

An example of this compromise is the [Naugle House in Fair Lawn](#) ([/story/news/2017/07/14/naugle-house-finally-ready-renovations/457047001/](#)), a Dutch Colonial from about 1740 that will be restored, saved from demolition through a municipal and volunteer partnership.

"It's becoming increasingly frustrating to us to convince municipalities that these houses are worth saving, and having that creative force to come up with options or alternative solutions, or finding that right person willing to live in an old house," Gelfand said.

Read or Share this story: <https://njersy.co/2Np3IRz>

**TOWNSHIP OF WYCKOFF
COUNTY OF BERGEN
STATE OF NEW JERSEY
RESOLUTION #18-215**

INTRODUCED: *Shanley*

SECONDED: *Madigan*

MEETING DATE: July 3, 2018

**REFERENCE: Proposing Ridgewood Establish
a Committee of Representatives From Glen
Rock, Midland Park & Wyckoff
to Establish Water Rates**

VOTE: BOONSTRA ✓ MADIGAN ✓ RUBENSTEIN ✓ SCANLAN ✓ SHANLEY ✓

WHEREAS, the governing body of the Village of Ridgewood establishes water rate increases with the adoption of a majority vote of its members present for Ridgewood Water Company; and,

WHEREAS, the water rate payers of Wyckoff, Midland Park and Glen Rock have no representation on the governing body of the Village of Ridgewood and the governing body of Ridgewood is not accountable to the water rate payers of Glen Rock, Midland Park and Wyckoff; and,

WHEREAS, the governing body of the Village of Ridgewood does not view their role as fiduciary to the water rate payers who do not elect them but who suffer the consequence of their actions; and,

WHEREAS, on 6/27/18 the governing body of the Village of Ridgewood adopted Ordinance #3636 (which re-established water rates and fees from 2010-2017) and Ordinance #3637 which amended water rates and fees for 2018 of Ridgewood Water Company by a vote of four (4) votes, with one member absent from the vote; and,

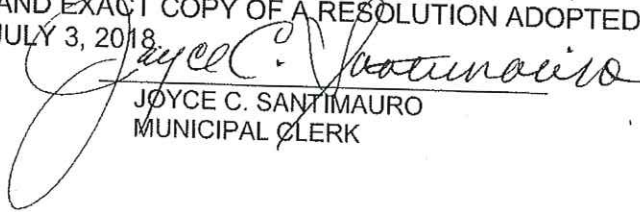
WHEREAS, the Township of Wyckoff recommends that the governing body of the Village of Ridgewood establish a committee of two representatives each from Ridgewood, Glen Rock, Midland Park and Wyckoff for the purpose of investigating and establishing a Municipal Utilities Authority to review, recommend, and approve any future rate increases and fee increases as a process to be inclusive, fair and to demonstrate a fiduciary responsibility to the water rate payers of Glen Rock, Midland Park and Wyckoff for Ridgewood Water Company.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey that the Township Committee recommends that the Village of Ridgewood Governing Body establish a committee of two representatives each from Ridgewood, Glen Rock, Midland Park and Wyckoff for the purpose of investigating establishing a Municipal Utilities Authority to review, recommend, and approve any future rate increases and fee increases as a process to be inclusive, fair, transparent and to demonstrate a fiduciary responsibility to the water rate payers of Glen Rock, Midland Park and Wyckoff for Ridgewood Water Company.

BE IT FURTHER RESOLVED, that the Municipal Clerk forward certified copies of this resolution to the Mayors, Governing Body Members and Municipal Administrators of Midland Park, Glen Rock and Ridgewood, District 38 and 40 Legislators and the New Jersey Board of Public Utility Members.

CERTIFICATION

I, JOYCE C. SANTIMAURO, MUNICIPAL CLERK OF THE TOWNSHIP OF WYCKOFF,
CERTIFY THE ABOVE TO BE A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED
BY THE TOWNSHIP COMMITTEE ON JULY 3, 2018.


JOYCE C. SANTIMAURO
MUNICIPAL CLERK



Rockland Electric Company

Rockland Electric Company
4 Irving Place
New York NY 10003-0987
www.oru.com

John L. Carley
Associate General Counsel
(212) 460-2097
FAX: (212) 677-5850
Email: carleyj@coned.com

July 23, 2018

**VIA ELECTRONIC &
REGULAR MAIL**

Mr. Anthony Visco
Supervisor
Customer Assistance
State of New Jersey
Board of Public Utilities
PO Box 350
Trenton, NJ 08625-0350

Re: Wyckoff Resolutions to Revoke the Electric Franchise of Rockland
Electric Company

Dear Mr. Visco:

This letter responds to your request that Rockland Electric Company (“RECO” or the “Company”) provide its position regarding Wyckoff Resolutions 18-146 and 18-170 (“Resolutions”) authorizing the Township of Wyckoff’s (“Town”) request “to de-franchise from utility company Orange and Rockland.”¹ **The Company opposes the Resolutions.** The Town has been an important service area of the RECO electric system for over 100 years. In that time period the Company has steadfastly served the Town and its citizens, by providing, safe, reliable and convenient electric power services. The Company’s investments in the Town over the past 100 years have facilitated the region’s economic vitality and support not just the Town, but the surrounding northwest Bergen County region. To try to separate the Company’s electric distribution system located in the Town from that of the continuous region understates the real economic value RECO provides to the Town and the surrounding community in the form of tax revenue, economic development, and physical security and comfort.

The Town serves as a key component of the Company’s electric distribution grid and the Company maintains a well-established presence in the community. The Company is active in the community **with its energy efficiency and charitable contributions programs.** Local management is readily available and meets with regional and municipal

¹ As a preliminary matter, RECO provides electric utility service to the Town. Orange and Rockland Utilities, Inc. (“Orange and Rockland”) is the corporate parent of RECO. Orange and Rockland provides electric utility service solely in Rockland, Orange and Sullivan Counties in the State of New York.

stakeholders. RECO departments, such as the line clearance group and overhead construction department, have established relationships with police, fire, highway and other key Town departments. These working level relationships have been productive and beneficial for both RECO and the Town for many years. Finally, the Company has long maintained an established work headquarters in the Town and recently constructed a new communications hub for RECO's smart grid and distribution automation deployment. Simply put, RECO has made and continues to make substantial infrastructure, physical plant, and personal relationship investments in the community, recognizing the vital role the Town plays for both the Company and the regional electric grid.

Accordingly, no grounds exist for the Board of Public Utilities ("Board") to authorize the Town to revoke RECO's electric utility franchise. The notion that a utility may have its franchise revoked, based solely on its inability to comply with the subjective performance standards of elected officials, particularly in the context of a combined dual weather event, is fundamentally at odds with enlightened and effective regulation. It also ignores the long-term physical and personal relationships RECO has built with the Town and its leaders through many generations.

Severity of Winter Storms Riley and Quinn

The genesis of the Resolutions appears to be the dissatisfaction of certain elected officials of the Town regarding the Company's response to Winter Storms Riley and Quinn. This dissatisfaction fails to recognize the strong electric reliability the Town has been receiving from the Company for many years, absent this one month's events. In the last five years the electric performance for frequency and duration of outages in the Town has been at, or exceeded, the total Company's system performance levels. The Company would note that Winter Storms Riley and Quinn resulted in damage not seen since Superstorm Sandy. In fact, local reports indicated that the damage suffered by Wyckoff from Winter Storms Riley and Quinn exceeded the damage resulting from Superstorm Sandy. As described in the Company's Major Event Report for Winter Storms Riley and Quinn filed with the Board on April 4, 2018, these two consecutive storms resulted in a substantial number of customer outages and system damage that in many areas required ten days for restoration. As an indication of the impact of this event on the Orange and Rockland/RECO electrical system, the severity of these storms resulted in more than 370 road closures; replacement of 219 poles, 166 transformers, and 67,100 feet of wire. In many cases, the Company needed to rebuild portions of its electric delivery system. These storms and the resulting tree damage not only impacted the electrical infrastructure but also affected the homes and property of many people across the region.

The very high sustained winds and saturated ground during Winter Storm Riley, combined with heavy wet snow, caused mature trees to be ripped out at their roots, and shattered others at their trunks. The heavy wet snow of Winter Storm Quinn caused further damage to the already impacted distribution system. Virtually all of the damage to the electric distribution system, and the consequential outages, resulted from the impact of privately owned trees and large tree limbs outside the Company's right of way (i.e., not directly under or adjacent to Company wires).

Due to the significant amount of tree damage that occurred, restoration efforts were difficult and time-consuming. Fallen trees on public roads made many areas in the Company's service territory inaccessible until the trees could be removed.

Meetings with Town Officials

The Company recognizes the frustration many customers felt as a result of Winter Storms Riley and Quinn. The Company has met with a number of municipal leaders and customers to hear, first-hand, their concerns about the storm restoration and to receive their suggestions and recommendations for improving the Company's emergency storm response. Meetings at which Town representatives participated include the following:

- April 16 - Board public hearing in Mahwah;
- May 14, 2018 – communication meeting at Wyckoff Township;
- June 9, 2018 – Northwest Bergen Mayors Association meeting;
- June 19, 2018 – Wyckoff Township Committee meeting; and
- July 16, 2018 – Office of Emergency Management meeting – Allendale, Franklin Lakes, Oakland, and Wyckoff.

These meetings highlight the Company's efforts to address the Town's concerns, solicit its feedback and rebuild relationships.

System Improvements

RECO's commitment to providing safe and reliable electric utility service to the Town is demonstrated by the significant system improvements that it has made and will continue to make, all of which benefit the Town.

In 2015, the Company completed the Wyckoff - Crescent Avenue Mainline Reconductor Project. The purpose of this project was to establish a main line distribution tie on Allendale circuit 39-1-13 on Crescent Avenue with Godwin Avenue. Upgrading both of these radial feeds to standard mainline construction and providing a distribution tie provided a new switchable backup. This was a storm hardening effort that addressed service reliability concerns due to aging infrastructure. A second portion of this project was completed in 2016.

In addition, the Company has embarked on the implementation of a \$13.4 million Wyckoff Area Reinforcement Plan that has been provided to the Board and is described below.

Short Term Plan (2018 through 2019)

- 1) Automation Enhancement and Resiliency Project (Smart Grid)
Scheduled to be completed in 2018 through first half of 2019:

- a. Establish new automation points to include an additional 15 remote control switches.

2) Allendale Substation Resiliency/Undergrounding (65% of Wyckoff residents are served from this substation)

Scheduled to be completed by fall 2019:

- a. Eliminates two separate double circuit configurations located on Heights Road and Crescent Place;
- b. Constructs two underground circuits between Allendale substation and Franklin Turnpike and East Crescent Avenue; and
- c. Increases circuit diversity and eliminates weather, tree and motor vehicle risk to the circuit at the source.

3) Franklin Lakes to Wyckoff Circuit Reinforcement (35% of Wyckoff residents are served from the Franklin Lakes substation)

Scheduled to be completed by fall 2019:

- a. Install a new circuit tie between Franklin Lakes and Wyckoff on Old Mill Road;
- b. This is a solution that provides relief for Wyckoff and provides an alternate source to serve the area; and
- c. The project also implements a new automation circuit which includes four remote control motor operated switches and two remote control breakers.

Long Range Plan (2019 – 2021)

1) Brookside Avenue Undergrounding

Scheduled to be completed in 2020:

- a. Install an underground circuit on Brookside Avenue between West Crescent Avenue and Wyckoff Avenue to eliminate a double overhead circuit configuration which exists for 12,000 feet.

2) Old Mill Road and Field Terrace, Undergrounding

Scheduled to be completed in 2020/2021:

- a. Install dual underground circuit starting on Old Mill Road and ending on Field Terrace to eliminate a double overhead circuit configuration which exists for 7,000 feet.

3) Greenwood Ave and Godwin Avenue, Wyckoff Resiliency

Scheduled to be completed in 2021:

- a. Implement a new circuit connection to serve the load in the Town's commercial district;

- b. The project will require the installation of 1,500 feet of new wire with poles;
and
- c. The project includes three remote control motor operated switches.

Conclusion

In conclusion, the Town has been an important service area of the RECO electric distribution system for generations. Its electric infrastructure is fully integrated into the northwest Bergen County regional grid and serves as a critical component of the safe, reliable and convenient electric services RECO provides. The Company has, and plans for, continued physical investment in the community and is an active participant in the community through its energy efficiency and charitable contribution programs. The Company strongly opines that no basis exists for the revocation of the Company's electric utility franchise with the Town.

Please contact me if you have any questions regarding these responses.

Very truly yours,

/s/ John L. Carley

John L. Carley
Assistant General Counsel

c: Robert J. Shannon, Jr. (via regular mail)
Township Administrator
Administrator's Office
340 Franklin Avenue
Room 106
Wyckoff, NJ 07481

ELIZABETH C. MCKENZIE, P.P., P.A.
COMMUNITY PLANNING AND DEVELOPMENT
9 MAIN STREET
FLEMINGTON, NEW JERSEY 08822
TELEPHONE (908) 782-5564
TELEFAX (908) 782-4056
ecmcke@gmail.com

SCANNED

JAN 23 2018

RE E. McKenzie
2018 planning
Services

January 23, 2018

Wyckoff Township Committee and Planning Board
c/o Robert J. Shannon, Jr., Township Administrator
Memorial Town Hall, Scott Plaza
340 Franklin Avenue
Wyckoff, New Jersey 07481

Re: 2018 Planning Services, Township of Wyckoff

Dear Township Committee Members and Members of the Planning Board:

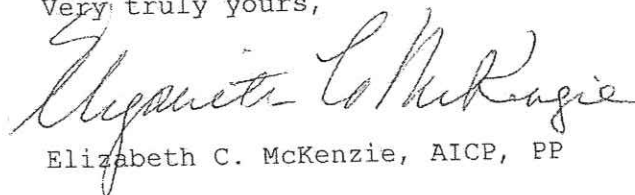
The purpose of this letter is to present a proposal for providing planning services in 2018 on matters that I had started but had not yet completed by the end of 2017.

These planning services include the finalization of the settlement agreement with Fair Share Housing Center and its submission for the Court's approval; the preparation of the Housing Element and Fair Share Plan for adoption and submission to the Court in support of a final Judgment of Compliance and Repose; participation in the review of inclusionary development applications submitted to the Planning Board or Zoning Board of Adjustment and consultations as needed on other affordable housing matters for as long as I am still residing in New Jersey and available to offer such services.

These services would be billed to the Township or to the Planning Board's or Zoning Board's escrow accounts, as appropriate, at the rate of one hundred fifty dollars (\$150.00) per hour, including travel time. Printing, postage, delivery and other out of pocket expenses would be passed through directly with no surcharges.

It is understood that the Township will be seeking to retain the services of a new planner in 2018, and that the Township would be under no obligation to use my services in any of these matters unless it chooses to do so.

Very truly yours,


Elizabeth C. McKenzie, AICP, PP

ELIZABETH C. MCKENZIE, P.P., P.A.

SUGGESTED LIST OF PLANNING CONSULTANTS TO CONSIDER
(not in any particular order)

Darlene Green, Maser Consulting

dgreen@maserconsulting.com

53 Frontage Road, Suite 110
Hampton, NJ 08827
908-238-0900 ext.135

Michael Mistretta, Harbor Consultants, Inc.

michaelm@hcg.net

320 North Avenue East
Cranford, New Jersey 07016
908-276-2715 (work)
908-507-0510 (cell)

Jessica Caldwell, J. Caldwell & Associates, LLC

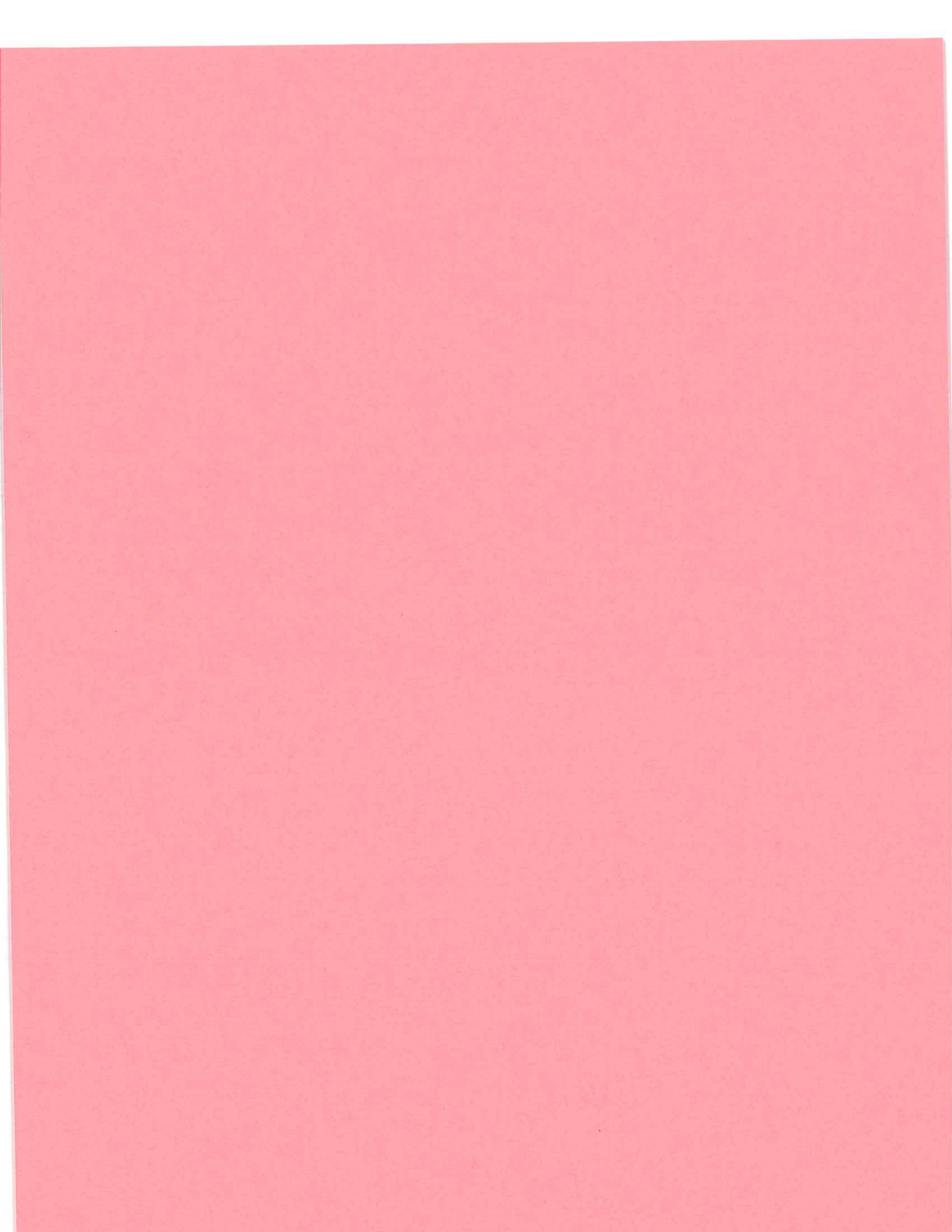
jcaldwell@jcaldwellassociates.com

122 Main Street, Suite 104
Newton, NJ 07860
973-300-5060 (work)
201-522-5285 (cell)

Keenan Hughes, Phillips, Preiss, Grygiel, LLC

keenan@phillipspreissgrygiel.com

33-41 Newark Street, Third Floor, Suite D
Hoboken, NJ 07030
201-420-6262



TOWNSHIP OF WYCKOFF
ENGINEERING DEPARTMENT

T C
Landel
✓ CFO
✓ Clerk

SCANNED

JUL 06 2018

RE Lakeland

Bank -
Development
Escrow

MEMORANDUM

TO: Robert Shannon, Township Administrator
FROM: Mark A. DiGennaro, P.E., Township Engineer
DATE: July 6, 2018
CC: Rob Landel, Township Attorney
RE: Lakeland Bank – Development Escrow on Deposit

As you are aware, Lakeland Bank representative, Lester Lucas, was referred to me by the Clerk and CFO to answer questions regarding the status of escrow funds on deposit with the Township. After reviewing all of the information I requested from the Clerk and CFO regarding this matter, I have arrived at the following conclusions:

1. The Lakeland Bank Resolution of Planning Board Approval is dated 12/7/1998 and stipulates a voluntary cash contribution in the amount of \$30,000.00 to be placed in escrow toward the construction of the Interior Block Parking Plan, when and if, such plan is implemented.
2. Deed of Easement and Agreement for Interior Block Parking made on June 8, 2000 was recorded at Bergen County on June 21, 2000.
3. There currently exists on deposit with the Township the following:
 - \$30,000.00 – Per the resolution described above.
 - \$10,000.00 – Unsubstantiated deposit listed on deposit identified on trust account verification form as “performance guarantee for future ramps and interior block parking”.
 - \$500.00 performance guarantee for parking lot striping which was authorized to be released by resolution #01-90. It appears funds remain on deposit in acct# T-12-56-810-810.
 - Accrued interest in the amount of \$1,382.10 on deposit in Accutrack #2425.

Based on my review of the file and the above information, it would appear that the only deposit which can be verified as being required to remain on deposit with the Township per the resolution of approval listed above is the \$30,000.00 for the interior block parking plan. Since I have not found any supporting information to document the requirement of the \$10,000.00, it would appear reasonable to return this amount to the applicant together with the \$500.00 for the parking lot striping which was supposed to have already been refunded in 1990.

For further discussion, the Township may wish to consider the necessity to continue to hold escrow deposits for purposes of guaranteeing the fulfillment of the Interior Block Parking plan despite having recorded deed of easements to ensure that purpose. It may also wish to consider the practicality and reasonableness of administering large sums of cash for periods of time which may be indefinite should the interior parking plan never be implemented.

Please provide guidance on the above and your authorization to release the funds recommended, if you agree.

I have attached copies of the pertinent information.

following conditions: a voluntary \$30,000.00 cash contribution immediately would be put into escrow toward the construction of the Interior Block Parking Plan when and if such plan is implemented, and the property immediately would be graded to accept the Interior Block Parking Plan when and if implemented, and a Developer's Agreement would be signed by the applicant including a provision dealing with the Interior Block Parking Plan and an additional provision requiring execution of cross easements in order to implement such Interior Block Parking Plan. Additional conditions are use of brick pavers for sidewalks on all frontages and handicap ramps by the Applicant and the Applicant will provide the Township of Wyckoff with a road widening easement with regard to Wyckoff Avenue. The Applicant shall also comply with any existing or future regulations set forth in the zoning ordinance of the Township of Wyckoff pertaining to signs and the Interior Block Parking Plan. This approval is also subject to the approval of the Bergen County Planning Board.

BE IT FURTHER RESOLVED that the Wyckoff Planning Board hereby determines that the variances hereby granted constitute "flexible" variances under N.J.S.A. 40:55-D-70c(2), due to the fact that the benefits of the residents of Wyckoff as a whole outweigh the detriments in allowing the variations from the minimum standards of the Wyckoff Code, Zoning, on maps 1 and 2, and of such variances which are pre-existing this application.

BE IT FURTHER RESOLVED that in granting such variances the Board finds and concludes that there is no substantial detriment to the public good and that it will not substantially impair the intent and purpose of Wyckoff Zone Plan and Zoning Ordinance

TOWNSHIP OF WYCKOFF

COUNTY OF BERGEN
STATE OF NEW JERSEY

RESOLUTION #01-90

INTRODUCED: Galenkamp SECONDED: Avia

MEETING DATE: February 20, 2001 REFERENCE: Return escrow -
Lakeland Bank
driveway striping

VOTE: MC NAMARA SMITH GALENKAMP SHOTMEYER AVIA

WHEREAS, Mr. Bruce Bohuny, President of Brooks Ltd Builders Company Inc. posted with the Municipal Clerk \$500.00 to stripe the parking lot of Lakeland Bank (236/1&2); and,

WHEREAS, Mr. Bruce Bohuny is requesting the return of the escrow money; and,


WHEREAS, the Township Engineer in a letter recommends the release of said escrow for parking lot striping.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey as follows:

1. The Township Committee does hereby accept the recommendation of the Township Engineer.
2. The \$500.00 escrow for parking lot striping at Lakeland Bank (236/1&2) shall be returned to the developer, Mr. Bruce Bohuny.
3. The Township Clerk will forward copies of this resolution to Mr. Bruce Bohuny, Vice President, Brooks Ltd Builders, 693 Wyckoff Ave., Wyckoff, NJ 07481.

CERTIFICATION

I, JOYCE C. SANTIMAURO, MUNICIPAL CLERK OF THE TOWNSHIP OF WYCKOFF, CERTIFY THE ABOVE TO BE A TRUE AND CORRECT COPY OF A RESOLUTION AS ADOPTED BY THE TOWNSHIP COMMITTEE ON FEBRUARY 20, 2001.


JOYCE C. SANTIMAURO
MUNICIPAL CLERK

WYCKOFF
NOTIFICATION
SER.

6/12/00

THE TOWN'S OFFICE MUST HAVE DEVELOPER FILL OUT IRS FORM W9 IF
GROSS VALUE OVER \$5,000.00

DEVELOPER SHALL SERVE NOTICE TO ESTABLISH A TRUST ACCOUNT FOR:

LOT:

236/1

PROVIDED BLOCK/LOTS:

DEVELOPMENT NAME:
(AS APPEARS ON APPROVED MAP)
DATE OF FINAL APPROVAL:

Lakeland Bank

LOCATION OF DEVELOPMENT:
(STREET ADDRESS)

Wyckoff / Clinton Avenues

DEVELOPERS NAME:
SOCIAL SECURITY #:
ADDRESS:
PHONE:

(IF OVER 15000)

Lakeland Bank
(Mike Minicelli 847-2480)

PL. BD./BD. OF ADJ.
ACCOUNT NUMBER:

PERFORMANCE GUARANTEE CASH:

ENGINEERING/ESCROW CASH:

1) Performance guarantee
of future ramp of interior
block parking - \$10,000.00

2) performance guarantee -
implementation of interior,
block parking - \$30,000.00

TRUST _____ ACCUTRACT

0-14-56-830-887

DATE OF ANY ASSIGNMENT:

ASSIGNEE NAME:
ADDRESS:
PHONE:

DATE COMPLETED BY TREASURER:

0060

CORD & RETURN TO:

Philip A. Tornetta, Esq.
Attorney At Law
37 Wyckoff Avenue
Wyckoff, NJ-07481

Prepared by:

[Signature]
PHILIP A. TORNETTA, ESQ.

DEED OF EASEMENT AND AGREEMENT FOR INTERIOR BLOCK
PARKING

This Deed of Easement and Agreement for Interior Block Parking is made on June 8, 2000,

BETWEEN

LAKELAND BANK, a banking corporation of the State of New Jersey, with offices at 250 Oak Ridge Road Oak Ridge, New Jersey 07438, and owner of Lots 1 & 2, Block 236 as designated on the Tax Map of the Township of Wyckoff and known as the address 652 Wyckoff Avenue, hereinafter referred to as the "Grantor",

AND

THE TOWNSHIP OF WYCKOFF, a municipality of the State of New Jersey, with its principal office at Memorial Town Hall, Scott Plaza Wyckoff, New Jersey 07481, ABBCAB ASSOC. LLC, owners of 235 Everett Avenue, Wyckoff, New Jersey 07481 and known as Lot 3, Block 236 on the Tax Map of the Township of Wyckoff, VICTOR LUCIA, JR. DMD, owner of 237 Everett, Wyckoff, New Jersey 07481 and known as Lot 4, Block 236 on the Tax Map of the Township of Wyckoff, JOHN (V) KINO and HANNAH KINO, owners of 241 Everett Avenue, Wyckoff, New Jersey 07481 and known as Lot 5, Block 236 on the Tax Map of the Township of Wyckoff, NADANN REALTY CO. LLC, owner of 640 Wyckoff Avenue, Wyckoff, New Jersey 07481 and known as Lot 6, Block 236 on the Tax Map of the Township of Wyckoff, KERN & ROGERS REALTY INC. owner of 642 Wyckoff Avenue, Wyckoff, New Jersey 07481 and known as Lot 7, Block 236 on the Tax Map of the Township of Wyckoff, KARL KERN and MARGARET ROGERS, owners of 646 Wyckoff Avenue, Wyckoff, New Jersey 07481 and known as Lot 8, Block 236 on the Tax Map of the Township of Wyckoff, and DIRNAN INC., owner of 648 Wyckoff Avenue, Wyckoff, New Jersey 07481 and known as Lot 9, Block 236 on the Tax Map of the Township of Wyckoff, hereinafter referred to as the "Grantees".

Transfer of Ownership and Consideration (N.J.S.A. 46:15-6). The Grantor, for and in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration received from the Grantees, hereby grants and conveys to the Grantees, as well as their heirs, grantees, successors, assigns, agents, servants, employees, tenants, visitors, licensees and invitees, a permanent and perpetual easement for the purpose to use any and all parking spaces located on the property owned by the Grantor, known and designated as Lots 1 & 2 in Block 236 on the Tax Map of the Township of Wyckoff. This easement includes the right to enter, exit, pass and travel through the parking area and lands located at Lots 1 & 2 in Block 236 to the extent necessary to permit use of the parking spaces on Lots 1 & 2 in Block 236 to permit interior block and common parking for Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 in Block 236, and to permit the Township of Wyckoff to construct and maintain such interior block and common parking area, as may be necessary, all for the benefit of the general public, the Township of Wyckoff and adjoining properties within Block 236, in accordance with the Township of Wyckoff, Central Business Triangle Streetscape Master Plan, and any amendments thereto, and as provided for in Section 186-26A(2) of the Zoning Code of the Township of Wyckoff and any and all amendments thereto.

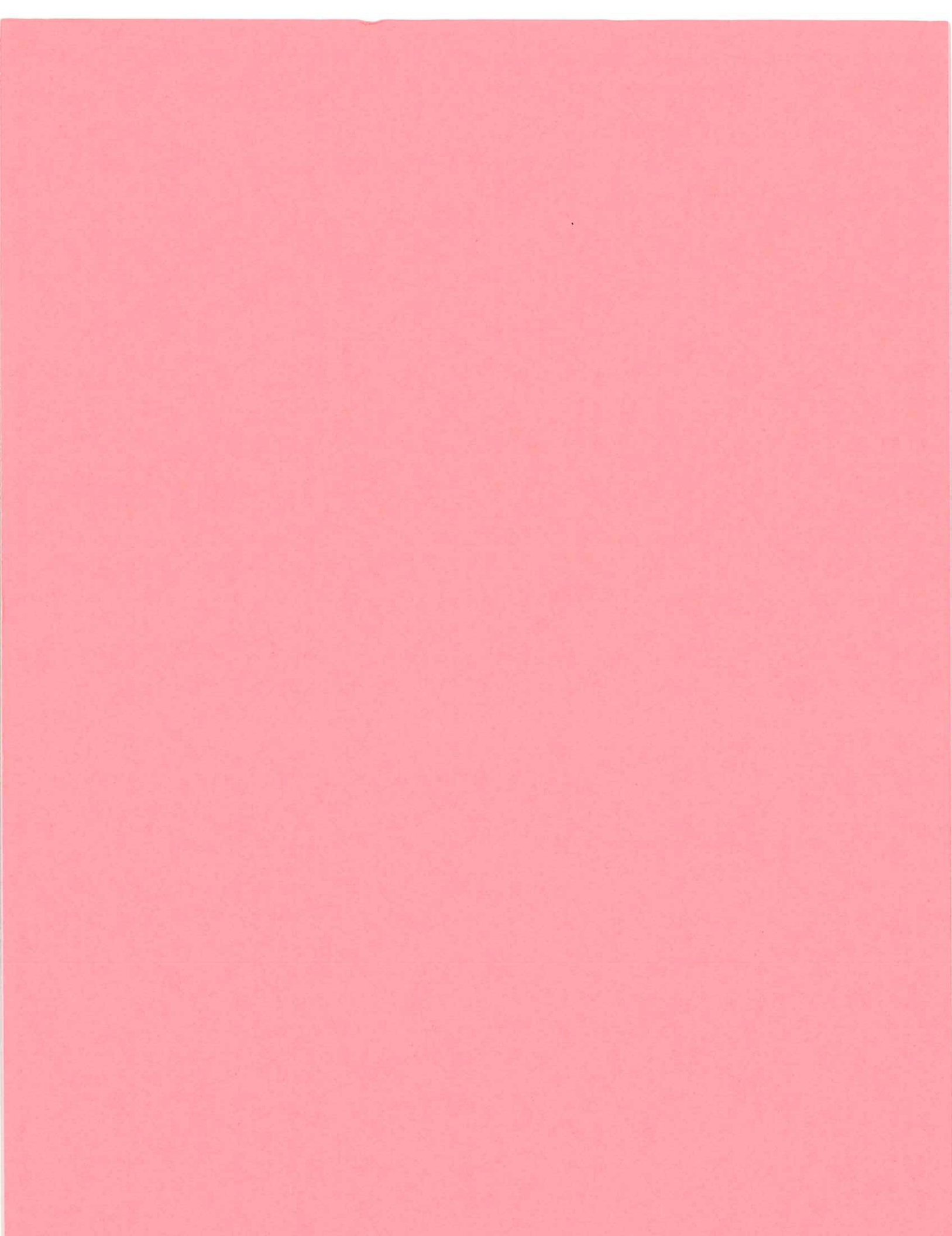
Consideration: *[Signature]*
Realty Transfer: EXEMPT
Fees: 3.00
Tot: 3.00 By *[Signature]*

076564

00 JUN 21 PM 2:33

Kern & Rogers
COUNTY CLERK

RECORDED-BERGEN COUNTY



Robert Shannon

From: Robert Shannon
Sent: Tuesday, July 31, 2018 1:27 PM
To: Melissa Rubenstein; tshanley@wyckoff-nj.com; Rob Landel; Scott Fisher
Subject: FW: Request for the cost estimates for artificial turf field construction at Memorial field
Attachments: Field Turf.pdf; Shaw Sports Turf.pdf; Dakota.pdf

All, as per your request. Please review this in anticipation of our 8-9-18 7PM meeting. thanks bob

Attention Township Committee Members: This email is for informational purposes only. Emails must not involve decision making or deliberative function of the governing body.

Bob Shannon
Township Administrator
Memorial Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481
201-891-7000 x104
201-891-9359 Fax

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- Wyckoff Recreation Department

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Please consider the environment before printing this email.

From: Parkwood Deli [<mailto:parkwooddeli@gmail.com>]

Sent: Tuesday, July 31, 2018 1:23 PM

To: Robert Shannon

Subject: Re: Request for the cost estimates for artificial turf field construction at Memorial field

Bob

Thank you for your patience.

I've attached the proposals for your review. Please feel free to contact me with any questions.

Roger

Park Wood Deli & Catering
(201) 689.0855
parkwoodcatering.com

On Mon, Jul 30, 2018 at 8:17 AM, Robert Shannon <wyckoffadm@wyckoff-nj.com> wrote:

Gentlemen, good morning, we are scheduled to meet on Thursday 8-9-18 in the second floor of Town Hall, west wing conference room at 7PM. The Township Committee has requested copies of the cost estimates so they can review them prior to the meeting. Please forward those cost estimates to me as soon as possible.

thanks Bob

Attention Township Committee Members: This email is for informational purposes only. Emails must not involve decision making or deliberative function of the governing body.

Bob Shannon

Township Administrator

Memorial Town Hall

340 Franklin Avenue

Wyckoff, NJ 07481

201-891-7000 x104

201-891-9359 Fax

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- *Wyckoff Police Department*
- *Wyckoff Recreation Department*

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Follow us on Instagram: [wyckoffnj](https://www.instagram.com/wyckoffnj)



FieldTurf

A Tarkett Sports Company

July 31, 2018

PRICING PROPOSAL FOR WYCKOFF MEMORIAL FIELD

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled grass surface.

	Description	Quantity	Units	Unit Price	Total
	Synthetic Turf				
1	FieldTurf Supply and Installation of FTVT-57	111,269	SF	\$4.2800000	\$476,231
2	Inlaid Football Grid Iron	1	EA	\$7,070.00	DONATED
3	Inlaid Baseball Markings	1	EA	\$7,070.00	DONATED
4	Inlaid Softball Markings	1	EA	\$7,070.00	DONATED
5	Gmax Testing (1) Test at Install	1	EA	\$1,515.00	DONATED
6	Customer Loyalty Discount	1	LS	-\$58,585.00	-\$58,585.00
					-
	Total Project				\$417,646

Product Details

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf Vertex FTVT-57 system, with the following product characteristics:

Pile Height:	2.25 Inches
Infill Weight:	6 lbs/ft ²
Pile Weight:	43 oz/yd ²
Total System Weight:	930 oz/yd ²

The FieldTurf Quality Guarantee

To achieve unmatched quality and level of performance, we have invested heavily in modernizing our plants with the latest fiber manufacturing, coating and tufting technologies along with top manufacturing talent, and specialized installation equipment. Our dedicated CAD-based design department supports customization for each client, and our experts ensure timely delivery and installation on every project.

The world leader in artificial turf innovation is ISO 9001, ISO 14001 and OHSAS 18001 certified for its leadership in quality, environment and safety management systems. FieldTurf's Calhoun





FieldTurf

A Tarkett Sports Company

facility represents the only artificial turf manufacturing operation in North America to have received these ISO certifications. FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

Price Includes:

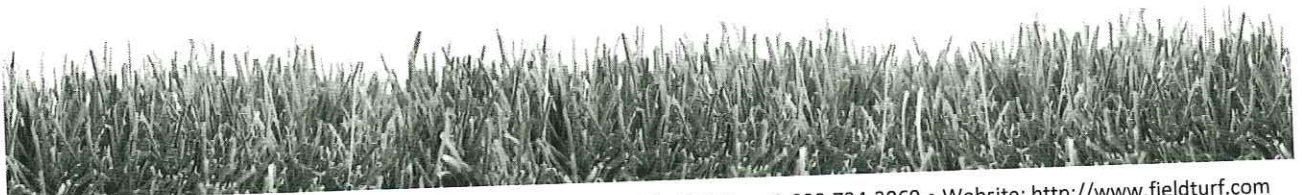
- a) Installation of the artificial in-filled grass surface upon a suitable base;
- b) Inlaid football grid markings (no numbers or hash marks);
- c) Inlaid baseball markings;
- d) Inlaid softball markings
- e) G-max testing; One (1) at installation
- f) An 8 year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface; with exception on the home plate area, base paths and pitcher's mound which shall be 2 years instead of 8 years and there is no third party insurance.

Price does not include:

- a) The base upon which the FieldTurf field will be placed. FieldTurf shall not be responsible for the planarity, the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) Any costs associated with necessary changes relating to delineation of the field.
- c) The supply or installation of the field edging.
- d) Unless otherwise specified, does not include any G-max testing.
- e) The supply of manholes or clean-outs or grates, or supply of the manhole covers.
- f) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- g) Site security.
- h) Small vehicle to tow FieldTurf maintenance equipment.
- i) All applicable taxes, bonding fees, prevailing wages, union labor or other labor law levies.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

Please feel free to reach out to any member of our project team with questions about our offer:





FieldTurf

A Tarkett Sports Company

Amanda Rennie
Project Manager
514-375-2506
Amanda.Rennie@fieldturf.com

Perry Dipiazza
NE Regional Vice-President of Sales
201-776-7767
Perry.Dipiazza@external.fieldturf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.



Per: _____
Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. /FieldTurf, Inc.

Conditions

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*;
- b) Final payment shall be upon the substantial completion of FieldTurf's obligations;
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.





- h) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- i) All colors are to be chosen from FieldTurf's standard colors.





866.703.4004
 185 South Industrial Blvd.
 Calhoun, GA 30701
 www.shawsturf.com

28 June 2018

Proposal 1

**Project: Wyckoff City Recreation
 Wyckoff NJ 07481
 Synthetic Turf and Installation**

Shaw Contract Flooring Services, Inc., dba Shaw Sports Turf is pleased to provide the following proposal for your upcoming project:

Product	Description	Area/SF	Price
SpikeZone HP 2.0	BROWN – Infiled Skins		
Legion HP 2.25	GREEN		
Synthetic Turf*	Turf, Sundries, Infill Only, Freight (no labor)	111,906 SF+/-	\$ 251,043
Installation*	Installation Labor (no materials)	111,906 SF+/-	\$ 172,467
ADD Alternate 1	Maintenance Equipment: GreensGroomer 920SDE	ADD:	\$ 3,208

Notes: No taxes are included in this proposal. All appropriate taxes will be charged unless proof of tax-exempt status/certificate is supplied to Shaw Sports Turf related to this project.

This proposal was generated per drawings provided by Shaw Sports Turf using Google Earth. No plans or specifications provided.

Scope of Work Inclusions

- Supply and install our Shaw Sports Turf Synthetic Turf System over base provided by others generally in accordance with manufacturer product specifications, warranty and installation methods (including turf, sundries and infill materials)
- Synthetic turf per drawings provided dated 1-15-2016 (changes in layout may increase price)
- Price based on standard Shaw Sports Turf colors for each product (custom yarns not included)
- Supply and install tufted and inlaid game field markings:
 - Lines/Markings – Football (Grid Lines Only), Baseball (x2)
 - Logo -- NONE
 - Letters -- NONE
- Supply and install turf system infill materials: ambient processed SBR and silica sand by weight
- One (1) GMAX test performed upon completion of field
- All usable remnants of new material generated by Shaw Sports Turf shall become property of owner.
- Quote based upon use of Shaw Sports Turf standard adhesive; other adhesives at additional cost
- Provide 8 year manufacturer warranty for our turf system only and instructions in turf care/maintenance
- Prices based upon prevailing wages
- Prices based upon one mobilization. Re-mobilization will incur additional costs (each mobilization)

Scope of Work Exclusions

- Any bonds, bonding fees, or additional insurance policies



866.703.4004
185 South Industrial Blvd.
Calhoun, GA 30701
www.shawSPORTSTURF.com

- Any Union Wages or Union Requirements
- Any Shock Pad or E layer
- Any grooming and/or maintenance equipment
- Any Engineering and/or Design fees and/or survey work
- Any Independent Testing or testing of any kind
- Any sub grade or base testing of any kind
- Maintenance of field or other turf treatments
- Any materials, labor, equipment associated with: grading, hauling, over-excavating, soil treatment/remediation/stabilization, sub grade work, excavation of heavy rock, drainage or stone base work of any kind
- Any concrete curbing and/or nailer board materials and/or installation
- Any extra adhesive for glue down curbing design (prices estimated for nailer board installation)
- Locating, relocation, removal, supply, installation and/or repair of any existing or proposed utilities
- Contaminated soils, unsuitable soils, hazardous material removal and remediation
- Any lettering, logos and/or additional field markings not specified above
- Provision of any additional sports equipment, score clocks, bases, home plates, pitching rubbers, foul poles, soccer nets, corner flags, netting, goal posts, etc. (no labor or supplies of any kind)
- Track removal and/or replacement
- Crossing protection for asphalt, concrete, landscaping, tracks, etc.
- Site Security
- Anything not specifically stated in our above scope of work.
- Changes in the specifications and/or scope of work are subject to change orders and may require additional charges

Conditions

- Adequate staging area to be provided by the client
- Executed Contract contingent upon site visit and approval by Shaw Sports Turf representative
- Proposal amount is subject to the payment terms established upon credit review by Shaw Sports Turf Financial Services at project award or approval.
- This proposal is valid for 90 days.
- Price(s) subject to increase. Items that may affect increase(s) include but are not limited to: raw material costs, freight costs, manufacturing costs, taxes, etc.

Please contact me with any questions regarding this proposal.

Best regards,

Lee Defreitas
Territory Manager
Shaw Sports Turf
Phone: 609.977.3961

**Pricing shown reflects purchase of the complete Shaw Sports Turf system indicated within this proposal only. Individual pricing for synthetic turf materials and installation labor may differ from prices indicated above.*

Dakota Excavating Contractor, Inc.
 481 Hackensack Ave
 Hackensack, NJ 07601

Project : Wycoff Football/Baseball Field Base Preparation
 6/13/18

COST ESTIMATE BREAKDOWN

ACTIVITY	ASSOCIATED COST
Miscellaneous (Mob, layout, bond) *	\$25,200.00
Soil erosion	\$6,000.00
Earthwork **	\$222,500.00
Drainage ***	\$52,000.00
Fabric under field	\$12,500.00
Base stone under turf ****	\$94,000.00
Finish stone under turf *****	\$38,000.00
8" x 12" Concrete curb around field	\$26,000.00
Field Goal Posts	\$19,000.00
2" Water line	\$26,000.00
Ground hydrants	\$9,000.00
TOTAL PROJECT COST	\$478,200.00

Please note a modular block retaining wall will need to be built along the southern portion of the field and by the proposed bleachers.

- * Deduct \$7,000 if bond is not required
- **Deduct \$66,000 if Abma will take all soil at no charge
- ***Deduct \$9,500 if stone is donated
- **** Deduct \$64,000 if stone is donated
- *****Deduct \$22,000 if stone is donated

Project Cost with all deductions taken = \$309,700.00

Robert Shannon

From: Robert Shannon
Sent: Tuesday, July 24, 2018 1:38 PM
To: tshanley@wyckoff-nj.com; Melissa Rubenstein; Andy Wingfield; 'Rob Landel'; 'Parkwooddeli@gmail.com'; 'Jeffrey_hagy@yahoo.com'; Scott Fisher
Cc: Nancy Cole
Subject: Memorial Field Artificial Turf improvement - next meeting

Good afternoon, the next meeting has been scheduled for Thursday 8-9-18, at 7PM in the west wing conference room, second floor, Town Hall. Please enter at the Monroe Ave side of the building through the door on the ramp.

It is requested that Roger and/or Jeff forward the project cost estimates/scope of work to the committee members before the meeting so the Committee members can review the information in anticipation of a full and complete discussion at the meeting.

thank you, Bob Shannon

Attention Township Committee Members: This email is for informational purposes only. Emails must not involve decision making or deliberative function of the governing body.

Bob Shannon
Township Administrator
Memorial Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481
201-891-7000 x104
201-891-9359 Fax

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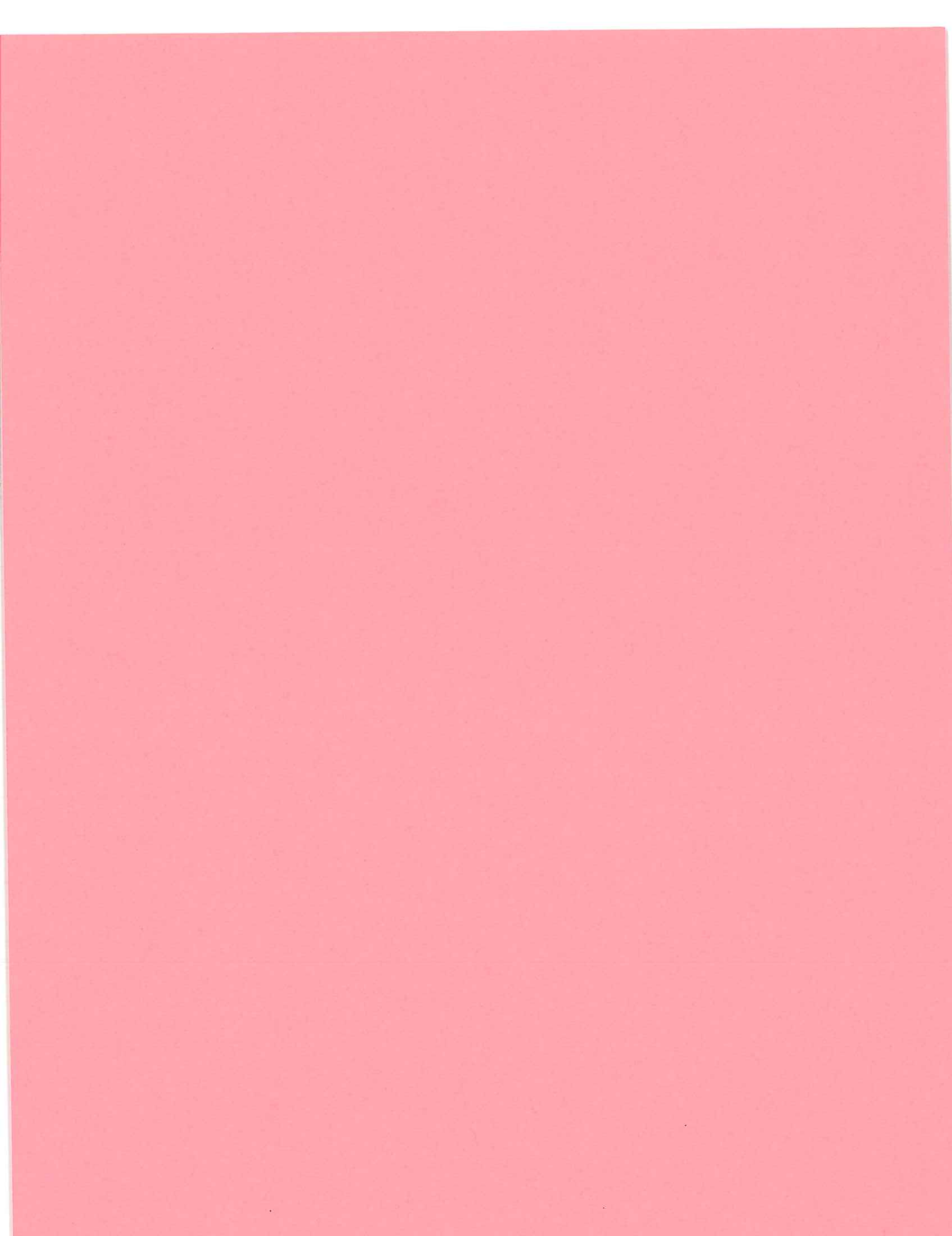
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**BOARD OF EDUCATION
RAMAPO INDIAN HILLS REGIONAL HIGH SCHOOL DISTRICT**

131 YAWPO AVENUE
OAKLAND, NEW JERSEY 07436

RAMAPO HIGH SCHOOL
Franklin Lakes, N.J. 07417
(201) 891-1500

(201) 416-8100
FAX (201) 416-8123

INDIAN HILLS HIGH SCHOOL
Oakland, N.J. 07436
(201) 337-0100

July 27, 2018

Important Information Regarding Wyckoff Subscription Bus to Ramapo High School

Our Transportation Department has been working to provide a solution to get as many paid riders onto the bus as possible.

We have worked out a way to open up 30 slots to subscription riders. We have also figured out a way to set up Ramapo HS as a drop-off and pick-up location, therefore eliminating the need to take a transfer bus. The route will be about 30-35 minutes in length and drop students off at Ramapo HS around 7AM. In the afternoon, it will leave Indian Hills and travel to Ramapo to pick up the Wyckoff students. Our best estimate is that the bus will arrive at Ramapo HS at approximately 3PM, then continue through the route. This is absolutely the best opportunity that we can provide.

You are receiving this e-mail because you have expressed an interest in obtaining one (1) of the paid seats. Interest has exceeded available capacity by about ten (10) spots, which means that we will be forced to conduct a lottery to finalize who will ultimately be offered a seat. The lottery will be held on Thursday, August 2nd at 10AM at the Board of Education Office. Interested parties are welcome to attend. All names will be drawn at that time. If a student who is offered a seat is unable to follow through with payment, that seat will be offered to the next name in line.

We will perform head counts in the beginning of the school year to determine if any additional seats can be offered out. If we can, we will continue down the list of names that were initially drawn. Anyone who expresses an interest in securing a seat after names have been drawn will be added to the end of the list.

It is imperative to the process and only fair to everyone who is interested, that you contact this office if you no longer wish to be considered for a paid seat.

Please do not hesitate to contact either Grace or myself if you have any questions.

Very truly yours,



Frank Ceurvels
Business Administrative/Board Secretary

Via Email

Robert Shannon

From: Robert Shannon
Sent: Thursday, July 26, 2018 1:20 PM
To: Brian Scanlan; Rudolf Boonstra; Tom Madigan; Melissa Rubenstein; tshanley@wyckoff-nj.com; 'Rob Landel'
Cc: dmurphy@wyckoffpolice.org; Nancy Cole
Subject: Research as requested
Attachments: 20180726130926539.pdf

Good morning, as per your instruction I have been working with Chief Murphy to research the authority for the two FAQs that were presented and discussed before the Township Committee at the last meeting to define the role of the municipality. Partial answer was located and is attached. As to the second FAQ, it is suggested that you ask Rob's office to research any case law that may exist that is the basis of that FAQ. I do not have access to legal research programs to access that data.

A consequence of this research may be an issue that the Chief has identified. It is - if the FAQ is completely accurate, does the responsibility of the municipality extend into a separate municipality or municipalities when the school is located outside of Wyckoff?

Attention Township Committee Members: This email is for informational purposes only. Emails must not involve decision making or deliberative function of the governing body.

Bob Shannon
Township Administrator
Memorial Town Hall
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Wyckoff, NJ 07481
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201-891-9359 Fax
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- Wyckoff Mayor's Wellness Campaign
- Wyckoff Police Department
- Wyckoff Recreation Department

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MEMORANDUM

TO: Township Committee
FROM: Robert J. Shannon, Jr. Township Administrator
DATE: August 25, 2018
RE: **NJDOE Posted Frequently Asked Questions (Q&A)**

1. The below Q&A is posted on the NJDOE website and the Ramapo/Indian Hills District website:

Q. Is it a district's responsibility to provide transportation for students who live less than remote from school when hazardous road conditions exist?

A. Boards of Education are not required by law to provide busing for students who live less than remote from school even for safety reasons. However, boards are permitted, at their own discretion and expense, to provide transportation for students who reside less than remote from school and may charge the student's parents or legal guardians for this service. Municipalities may also contract with boards of education for this service and charge the parents. This transportation service is called *Subscription Busing*.

Q. Where can I purchase subscription busing?

A. Subscription busing may be purchased from your own school district, another school district transporting students to that school, or a coordinating transportation services agency (CTSA) providing busing to that school. A board of education or CTSA may provide this service at its discretion.

2. Sgt. Zivkovich wrote to Frank Ceurvels, the Ramapo/Indian Hills School Business Administrator. Mr. Ceurvels stated to Sgt. Zivkovich, "He has no reason to doubt the NJDOE information" and provided a link to the 72 page state rule regarding student transportation. **Only one (1) reference to this FAQ is in the 72 pages of rules and the FAQ is not posted accurately.** NJAC 6A:27-1.5 reads as follows:

- Municipal governments may elect to pay the cost of transportation for students who live less than remote from their school through an interlocal agreement with the district board of education in accordance with N.J.S.A. 18A:39-1.2. Municipalities may elect to charge the parent or legal guardian for all or part of the cost of this service

NJSA 18A:39-1.2 is attached.

As you can read, the posted FAQ omits and fails to include the requirements:

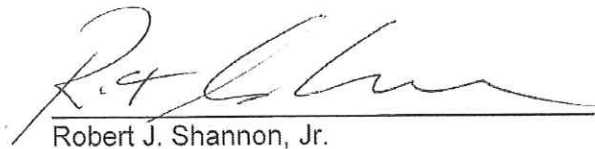
- *The Board of Education shall provide such transportation through a shared service requirement with the municipality.*

3. As it relates to the second NJDOE FAQ that states:

Q. Who is responsible for safe travel along public roadways or walkways?

A. Case law has long held that safety along public roadways and walkways is a municipal responsibility. It is for this reason that municipalities install sidewalks, traffic signals and signs, and paint crosswalks. Pursuant to section 40A:9-154.1 of New Jersey statute, school crossing guards are appointed by the municipality and are under the supervision of the chief of police or other chief law enforcement officer.

- Same reply from Mr. Ceurvels to previous conversations.
 - Sgt. Zivkovich wrote to the NJDOE. They replied, essentially, that this FAQ has been posted for 26 years and they will have to research it, but they believe case law was the source.
4. I do not have the research ability to locate case law. If this question is to have an answer before your next meeting, you would have to consider asking Rob's office to research the cases for the source and then opine if the import of the case law is truly the import of the FAQ.



Robert J. Shannon, Jr.
Township Administrator

RJS: dc

Cc: Robert E. Landel, Township Attorney
Chief Murphy

BE PART OF THE SAFETY TEAM

Safety is as simple as ABC – Always Be Carefull

SERVICE IS OUR PRODUCT

Robert Shannon

From: Robert Shannon
Sent: Tuesday, July 24, 2018 7:27 PM
To: Robert Shannon; dmurphy@wyckoffpolice.org; bzivkovich@wyckoffpolice.org
Subject: Section 18A:39-1.2 - Provision of transportation for certain pupils; contracts; charges, method of collection. :: 2013 New Jersey Revised Statutes :: US Codes and Statutes :: US Law :: Justia

<https://law.justia.com/codes/new-jersey/2013/title-18a/section-18a-39-1.2/>

2013 New Jersey Revised Statutes Title 18A - EDUCATION Section 18A:39-1.2 - Provision of transportation for certain pupils; contracts; charges, method of collection.

18A:39-1.2 Provision of transportation for certain pupils; contracts; charges, method of collection.

18A:39-1.2. Whenever the governing body of a municipality finds that for safety reasons it is desirable to provide transportation to and from a school for pupils living within the municipality, other than those living remote from the school or those physically handicapped or with an intellectual disability, the governing body and the board of education of the district are authorized to enter into a contract pursuant to the "Interlocal Services Act," P.L.1973, c.208 (C.40:8A-1 et seq.), under the terms of which the board shall provide such transportation. Any funds required to be paid by the municipality to the board of education under such a contract shall be appropriated by the governing body and paid to the secretary or treasurer of school moneys, as appropriate, of the district. The governing body of the municipality may charge the parents or guardians of children who are transported for safety reasons in order to help defray expenses, provided that no charge shall be imposed on the parent or guardian of any child who meets the Statewide eligibility standards established by the State Board of Education for free and reduced price meals under the State school lunch program. The amount of any charges and the method of collection shall be specified in the contract between the municipal governing body and the board of education. Nothing in this section shall prevent a board of education from providing transportation at its own expense.

amended 1995, c.271, s.1; 2010, c.39, s.27; 2010, c.50, s.11.

Sent from my iPhone

Robert Shannon

From: Robert Shannon
Sent: Thursday, July 26, 2018 1:20 PM
To: Brian Scanlan; Rudolf Boonstra; Tom Madigan; Melissa Rubenstein; tshanley@wyckoff-nj.com; 'Rob Landel'
Cc: dmurphy@wyckoffpolice.org; Nancy Cole
Subject: Research as requested
Attachments: 20180726130926539.pdf

Good morning, as per your instruction I have been working with Chief Murphy to research the authority for the two FAQs that were presented and discussed before the Township Committee at the last meeting to define the role of the municipality. Partial answer was located and is attached. As to the second FAQ, it is suggested that you ask Rob's office to research any case law that may exist that is the basis of that FAQ. I do not have access to legal research programs to access that data.

A consequence of this research may be an issue that the Chief has identified. It is - if the FAQ is completely accurate, does the responsibility of the municipality extend into a separate municipality or municipalities when the school is located outside of Wyckoff?

Attention Township Committee Members: This email is for informational purposes only. Emails must not involve decision making or deliberative function of the governing body.

Bob Shannon
Township Administrator
Memorial Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481
201-891-7000 x104
201-891-9359 Fax
Sign up for Enews: www.wyckoff-nj.com

"Like" us on Facebook:

- Wyckoff Local Government
- Wyckoff, NJ Office of Emergency Management
- Wyckoff Mayor's Wellness Campaign
- Wyckoff Police Department
- Wyckoff Recreation Department

Follow us on Twitter: @WyckoffTownship

Follow us on Instagram: wyckoffnj

Follow Wyckoff Municipal Alliance on Instagram: wyckoff_municipal_alliance

Note: You are advised that this e-mail and all responses to this e-mail, including all attachments, may constitute "public records" which may be obtained by any person filing a request under the Open Public Records Act (OPRA). There should be no expectation that the content of e-mails exchanged with municipal officials and employees will remain private.



Please consider the environment before printing this email.

David Lucas

420 Weymouth Drive • Wyckoff, NJ 07481
Phone: 973-572-7706 • E-Mail: davidlucas105@me.com

Date: July 9, 2018

Township Committee
340 Franklin Avenue
Wyckoff, NJ 07481

Dear Committee Members,

I am writing to share my concern regarding the attached communication we received late last week regarding the unavailability of subscription busing for our daughter Marissa, who will be an incoming freshman at Ramapo High School.

While I'm aware that subscription busing is provided by the school district as a courtesy, the current practices in place by the Ramapo Indian Hills (RIH) Board of Education do not adequately address the safety of **all** students. Students living outside of the state mandated 2 and ½ mile commuting range are guaranteed a no-cost seat on a bus and as a result, have a safe ride to and from school every day. Students living less than 2 and ½ miles are given the opportunity to pay for unoccupied seats on the buses but it seems that these opportunities are extremely limited. Essentially, these students live close enough to walk to school according to NJ State Law (N.J.S.A. 18A: 39-1).

Given the location of Ramapo High School and the traffic in that immediate area during arrival and dismissal, the state law and BOE policies are inadequate. Safe passage for students to walk or bike to and from that campus does not exist. Many students are required to cross the Route 208 ramps and the majority of the surface streets are without sidewalks and crosswalks.

I would request the cooperation of the Wyckoff Township Committee in finding some other alternatives for getting **all** of the students to and from school safely. My wife and I are both employed and not available for personal transport every day. It seems arbitrary that if we lived just a few houses further into our development that Marissa would automatically be eligible for school sponsored transportation. At the very least, perhaps we can collectively encourage the RIH Board of Education to provide additional paid seats on school buses. I honestly believe that we need to do whatever we can to provide safe passage for every student.

Sincerely,



David Lucas

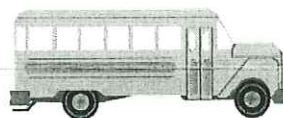
**RAMAPO INDIAN HILLS BOARD OF EDUCATION
131 YAWPO AVE
OAKLAND, NJ 07436**

**(201) 416-8100, ext. 3808
FAX (201) 416-8123**

MEMO

TO: Parent/Guardian

FROM: Grace Stramiello



RE: Subscription Busing

This is in response to your request for subscription busing for the 2018/2019 school year.

After careful review of route in your area, it has been determined that there is no availability for paid riders.

Robert Shannon

From: vtsgmailer@vt-s.net on behalf of Contact form at Wyckoff NJ <vtsgmailer@vt-s.net>
Sent: Friday, July 06, 2018 12:12 PM
To: Robert Shannon
Subject: [Wyckoff NJ] Safe Route to Ramapo for homes without busing (Sent by JOSEPH A MAURICE, jammesq@gmail.com)

Hello rshannon,

JOSEPH A MAURICE (jammesq@gmail.com) has sent you a message via your contact form (<https://www.wyckoff-nj.com/user/61/contact>) at Wyckoff NJ.

If you don't want to receive such e-mails, you can change your settings at <https://www.wyckoff-nj.com/user/61/edit>.

Message:

Dear Mr. Shannon,

Please pass this email that I sent to the Ramapo Indian Hills School Board onto the Township Committee. I have also included the Board's response which puts the Board on record that it does not address safety in determining whether to provide busing. I am aware that some of the roads at issue are county roads and will address that as well.

Thank you,

Joseph Maurice

Joseph Maurice

9:39 AM (2 hours ago)

to gstramiello, bcc: demimojo

Dear Ms. Stramiello:

I write in response to your memo denying subscription busing for my son Joseph Dante Maurice. I ask that you reconsider as this poses a terrible hardship upon our family and raises grave safety concerns should he need to walk to and from school.

My wife and I are both full-time working parents and, as such, it is not always possible to provide a ride to school; it is not at all possible to provide a ride home.

While we seem not to qualify as "remote" from the school as we appear to live slightly less than the 2.5 miles from the Ramapo entrance, the closest route is dangerous. The safest way to walk that includes sidewalks and traffic lights amounts to a 3.7 mile walk. Please provide me with your calculations and any other documents that were part of your careful review of the route in my area.

Distance does not always dictate need. For instance, the shortest route does not provide crossing guards, complete access to sidewalks and the need to cross over Route 208 between our home and Ramapo High School. This excerpt from the NJ.Gov website illustrates the awareness New Jersey has regarding safety for our children:

Q. Who is responsible for safe travel along public roadways or walkways?

A. Case law has long held that safety along public roadways and walkways is a municipal responsibility. It is for this reason that municipalities install sidewalks, traffic signals and signs, and paint crosswalks. Pursuant to section 40A:9-

154.1 of New Jersey statute, school crossing guards are appointed by the municipality and are under the supervision of the chief of police or other chief law enforcement officer.

Wyckoff has no traffic light at Russell Avenue and Wyckoff Avenue. This intersection has had multiple accidents of which your board and the municipality are no doubt aware. A student from my neighborhood must cross over the roads that lead to 208 North and South on this route. It seems to be more than reasonable to use something other than a tape measure to address the need for bussing in this instance. I will provide this email to the Wyckoff Township to notice them and your board of your present denial, my request for reconsideration and this palpably unreasonable condition pursuant to NJSA 59:4-3.

Having spoken to other parents who have the same concerns and needs from our neighborhood, it seems adding another bus to the route for subscription riders would be a reasonably prudent move on the part of the school board. You must get similar requests each year and this known issue must be addressed. It should not take an unfortunate incident befalling a walking child to make the board come to the realization that the law sets a floor and not a ceiling for how to care for children. Let's not realize the importance of this issue by suffering a tragedy when we have the opportunity to be proactive.

Thank you for your consideration of this request, Joseph Maurice

Grace Stramiello

Attachments9:56 AM (2 hours ago)

to me

Good morning Mr. Maurice,

The home to school distance is only used to determine eligibility, not to imply that there is a safe walking route. We can't offer subscription busing due to the numbers of eligible riders on each route in your area. Attached please find the shortest distance documentation. I'm sorry that lack of busing will create a hardship, Sincerely Grace

**Robert J. Shannon, Jr.
Township Administrator**

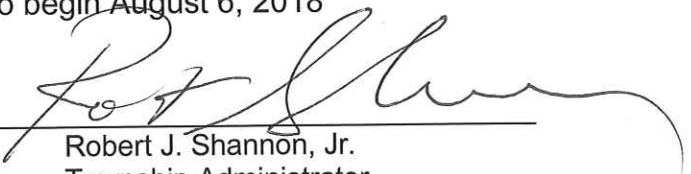
TO: TOWNSHIP COMMITTEE
FROM: Robert J. Shannon, Jr. Township Administrator
DATE: July 24, 2018
RE: **UPDATE #2 – 2018 ROAD PAVING
(SUPPLEMENT TO JUNE 22, 1028 MEMO)**

I. Beginning on July 16th up to and including today, the following municipal roads have been milled and paved:

BARBARA AVE
FLORENCE AVENUE
JAMES WAY (From Ridgewood Water to Ellis Place)
SQUAWBROOK ROAD
HICKORY HILL ROAD
MERRYWOOD DRIVE (Top)
EDER AVENUE (From Farview to #581)
EUGENE WAY
NORMA STREET
SHELDON STREET
VICTOR PLACE
Section of ELLIS PLACE

II. Crescent Avenue
▪ ADA curb ramps completed

III. Lafayette Avenue
▪ ADA curb ramps completed
▪ Repair of existing deficient sidewalk at Ravine & Lafayette – under construction
▪ Curb along Ravine from Lafayette to catch basin to direct storm water has been completed
▪ Milling and paving expected to begin August 6, 2018


Robert J. Shannon, Jr.
Township Administrator

RJS:nc
Cc: Township Committee
Scott A. Fisher, Manager - Dept. of Public Works
Robert E. Landel, Township Attorney

BE PART OF THE SAFETY TEAM
Safety is as simple as ABC – **A**lways **B**e **C**areful!

SCANNED

JUN 22 2018

RE Progress of
Annual Paving Program

TO: TOWNSHIP COMMITTEE

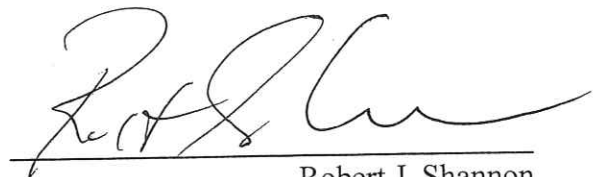
FROM: Robert J. Shannon, Township Administrator

DATE: June 22, 2018

RE: Update – Progress of Annual Road Paving Program/NJDOT Funded Projects

As of today, the following Phase 1 work is complete:

- I. Completed Milling and Resurfacing:
 - a. Lake Rd/Domm Ct/Nydam Ln
 - b. Overlook/Buena Vista
 - c. Allison Way/Carriage Ln/section of Lakeview from Cedar Hill Ave to Carriage Ln
 - d. West Shore Dr
 - e. Buckingham Circle
 - f. Raymond
 - g. Roads that are milled and will be paved on Monday – Mary Ann Ln & Van Shaik.
 - h. The paving crew will return to Wyckoff on 7/9/18.
- II. Crescent Ave:
 - a. Concrete work to start 7/9/18. Once finished milling and then paving.
 - b. 6/29/18 – trees removed to abate sight blockage at Crescent and Brookside.
- III. Lafayette Ave:
 - a. Pre-construction meeting to be scheduled.



Robert J. Shannon
Township Administrator

CC: Robert Landel
Scott Fisher
Mark DiGennaro
Pete Ten Kate

**WYCKOFF AFFORDABLE HOUSING PROGRAM
PROJECT TEAM MEETING MINUTES
JULY 24, 2018**

Date: July 24, 2018
Time: 10:00am
Location: Ladder Back Room, Wyckoff Town Hall

Members Present: Robert J. Shannon, Jr., Susan McQuaid, Denise Capparelli

1) Public Service Announcement (PSA) (Denise)

- a) Included in Fall 2018 Resident Newsletter
- b) No announcement to be placed in Suburban News as there are currently no units available
- c) Forward PSA to Nancy for posting on Wyckoff website in the Affordable Housing section, include in the next two E-Blasts and provide photos for Town of Wyckoff Facebook, Twitter and Instagram posts

***Action Item #1- Denise to provide Nancy the PSA for the township website and social media platforms (Facebook/Twitter)**

2) Affordable Housing (AH) Application (Sue)

- a) Sue updated AH application to include a line item for email address and cell phone number which is available 365/24/7 on our website to interested applicants and in printed copy at the Township of Wyckoff Town Hall office.
- b) Pool of applicants updated (see attached memo)

3) Affirmative Marketing Effort in 2018 – DUE BEFORE AUGUST 31, 2018* (Sue/Denise)

- a) Include the PSA and application via website and Wyckoff Town Hall
- b) 2018 Affirmative Marketing Distribution List for Region I (Bergen, Essex, Hudson and Passaic)
 - List- include Bergen County Executive office, universities, Port Authority/Newark Airports, YMCA, ECCR, CHCC, library, large corporations and other possible larger businesses in our Tri-county Affordable Housing region to include on list
 - Sample Cover letter for County Executive (see attached)

***Action Item #2 - set up meeting date to discuss and review list of organizations to send affirmative marketing notices**

***Action Item #3 - implement the Affordable Housing Affirmative Marketing**

4) New Development

- 370 Clinton Ave. Special Needs Housing- United Water broke ground and is under construction (see pictures). Occupancy expected December 2018. United Water to perform all placement/management duties and report to the AH Project Team. Information for Tom Toronto below:

Tom Toronto
President
Bergen County's United Way
6 Forest Avenue
Paramus, NJ 07652
Direct Dial: 201.291.4051
ttoronto@bergenunitedway.org

Cell Phone: 201.406-4376
www.bergenunitedway.org

b) Fair Share Housing Court approval included 9 Affordable Housing units on Maple Lake Property. Expected date of construction (after land use approvals obtained) - process driven by developer, Canterbury.

5) Other Business

- a) Article regarding 117 Huntington Ct. – arson at Affordable Housing unit. (See attached police blotter)
- #117 and downstairs unit are currently unoccupied due to fire on
 - Photos taken on 7/24/18 (see attached)

****Action Item #4- Separate meeting to discuss matter at hand***

6) Miscellaneous

- a) It has been noted that we are in need of a successor planner for Elizabeth McKenzie when she retires this fall. This person must be extremely knowledgeable in the Affordable Housing rules and regulations.

7) Next Project Team Meeting (Bob/Sue/Denise)

- a) Week of July 30th – to be scheduled

Denise Capparelli
Administrative Support Assistant

Attachments (4)

Memo re: Pool of updated Applicants
Sample Cover Letter
Photos of 370 Clinton Ave. Construction
Police Blotter re: 115 Huntington Ct.
Photos of 115 Huntington Ct Arson
PSA

Susan McQuaid, Secretary
Wyckoff Affordable Housing

TOWNSHIP OF WYCKOFF
INTER-OFFICE MEMORANDUM

TO: Robert Shannon, Township Administrator
Cheryl Zega, Wyckoff Affordable Housing Consultant
Denise Capparelli, Administrative Support Assistant

FROM: Susan McQuaid, Affordable Housing Secretary

DATE: July 18, 2018

SUBJECT: **POOL OF CERTIFIED AFFORDABLE HOUSING HOUSEHOLDS**

In 2016 I contacted 144 certified households by telephone to see if they were still interested in affordable housing in the Township of Wyckoff. 29 households responded and were sent an affordable housing application to submit at no cost. At this time 19 households will be removed due to lack of response after 2 years. Currently the Wyckoff Affordable Housing Team is undergoing a massive marketing plan to encourage people to apply for affordable housing in Wyckoff. This effort will regenerate our pool of certified households.

Susan McQuaid, Secretary
Wyckoff Affordable Housing

August 15, 2018

Bergen County Executive
Bergen County New Jersey
One Bergen County Plaza
5th Floor, Room 580
Hackensack, NJ 07601-7076

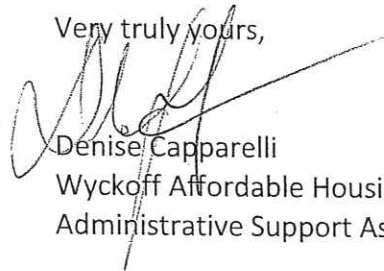
Dear Mr. Tedesco:

The Township of Wyckoff welcomes applications for affordable housing units. Your assistance is requested to assist us to attract families/persons with qualified low and moderate incomes for future occupancy of new or vacated affordable housing units.

It is respectfully requested that your office post the attached notice and application in the most appropriate location for the best possible awareness where this information would be viewed by the greatest number of employees and visitors who frequent your office and would benefit from this opportunity.

Thank you for your assistance. Any questions please contact me at 201-891-7000 extension 118.

Very truly yours,



Denise Capparelli
Wyckoff Affordable Housing
Administrative Support Assistant

Attachments:

PSA Notice

Affordable Housing Application

115 Huntington Ct. - Affordable Housing Unit





Wyckoff Police Department PRESS RELEASE

TO: ALL NEWS MEDIA
FROM: Lt. Joseph Soto
DATE: July 13, 2018
CONTACT: Lt. Joseph Soto

(201) 891-2121 DISPATCH
wyckoffpolice@wyckoffpolice.org

For Immediate Release:

On March 6, 2018 a structure fire was reported on Huntington Court. Due to the fire, the residence was deemed unsafe and condemned. The cause of the fire remained under investigation. On June 12, the former occupant of the residence, Carolyn M. Kaetz, age; 54 admitted to Det. Sgt. Kevin Kasak that she started the fire. She was charged with one count of aggravated arson, a second degree crime, and transported to the Bergen County Jail.

370 Clinton Ave. Special Needs Housing



FOR IMMEDIATE RELEASE CONTACT:

Susan McQuaid
Affordable Housing Secretary
201 891-7000 x117
Or
Denise Capparelli
Administrative Support Assistant
201 891- 7000 x118

Affordable Housing Applications Being Accepted in Wyckoff, NJ

The Township of Wyckoff welcomes applications for affordable housing units. The Township desires to attract families/persons with qualified low and moderate incomes for possible future occupancy of new or vacated affordable housing units. Currently, there are no vacancies in any existing affordable housing units and there are no new affordable housing units under construction at this time, but this could change in the future.

Qualified applicants may apply for purchase units and/or rental units that are designated for rental. Affordable housing allows families earning below 80% of the median income level to be eligible for housing at prices they can afford. Households that meet the income requirements and based on the number of person in a family may qualify:

1 person:	\$50,878
2 people:	\$58,146
3 people:	\$65,414
4 people:	\$72,682
5 people:	\$78,497
6 people:	\$84,311

Households making **ABOVE** these levels are **NOT ELIGIBLE**. The Wyckoff Affordable Housing units are for persons or families of limited income. Those interested in purchasing re-sale units must have 5% of the purchase price available for a down payment and qualify for a mortgage. Unfortunately, Wyckoff cannot guarantee the availability of affordable housing units for each certified household.

Those wishing to apply for low and moderate income housing units may collect an application Monday through Friday between 9:00am - 3:00pm. Distribution is being handled by Susan McQuaid or Denise Capparelli at Memorial Town Hall – in Rooms 110 or Room 112, located at 340 Franklin Ave., Wyckoff, NJ 07481 or visit our website at www.wyckoff-nj.com (in the *Government* drop down menu, under *Departments*, click on *Affordable Housing*, then click on *Affordable Housing Application* located on the left side menu bar)

SCANNED

JUL 27 2018

RE NJDOT

TRUST
FUND
Grant
Criteria

MEMORANDUM

TO: ✓ Scott Fisher, Public Works Manager
✓ Mark DiGennaro, Township Engineer
✓ Dave Murphy, Police Chief
✓ Pete Ten Kate, Township Consulting Engineer

FROM: Robert J. Shannon, Township Administrator

DATE: July 25, 2018

RE: 2019 NJDOT TRUST FUND GRANT OPPORTUNITY FOR ARTERIAL AND COLLECTOR TYPE ROADS WITH CONSISTENTLY SIGNIFICANT TRAFFIC VOLUMES

Eligible Criteria:

1. Road must connect to two (2) County roads, or
2. Road must connect to a County road or a road in another municipality, or
3. The road must have heavy and consistent traffic, or
4. The road must have a school, NJ bus stops, or other "magnet type use" which creates heavy and consistent traffic.

Suggested Municipal Roads Which Meet Eligible Criteria:

1. Mountain Avenue
2. Eder Avenue
3. Squawbrook Road
4. Crescent Avenue
5. Clinton Avenue
6. Ravine Avenue
7. Lafayette Avenue
8. Hillcrest Avenue
9. Newtown Road
10. Godwin Drive
11. Greenwood Avenue

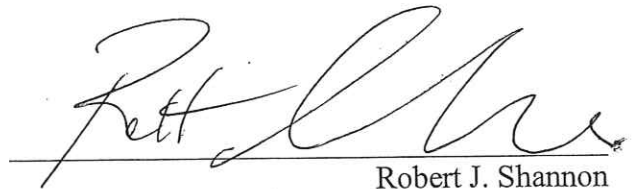
12. Fern Avenue
13. Cornell Street
14. Spring Meadow Road
15. Mason Avenue
16. Monroe Avenue
17. West Main Street
18. Main Street
19. Grandview Avenue
20. Lawlins Road
21. Remove the vertical rise in Grandview Avenue just before the Route 208 northbound entrance to improve site visibility for motorists turning onto Grandview Avenue as they exit from Route 208 northbound.

Application Due Date:

October 8, 2018

Suggested Application:

Greenwood Avenue



Robert J. Shannon
Township Administrator

CC: Township Committee
Brian D. Scanlan, Mayor
Rudolf E. Boonstra
Thomas J. Madigan
Melissa D. Rubenstein
Timothy E. Shanley



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

July 24, 2018

Dear Transportation Partners:

On behalf of Governor Murphy I am pleased to announce that applications will now be accepted for the New Jersey Department of Transportation's (NJDOT) Fiscal Year 2019 State Aid programs.

As you may know, the Transportation Trust Fund Reauthorization Act of 2016 increased funding for Local Aid programs to counties and municipalities from \$190 million per year to \$430 million. The reason for the steep increase is that the majority of New Jersey's roadway mileage—about 90 percent—is under local government jurisdiction and is in as much need of repair as the state roadway network.

I recently announced NJDOT's "Commitment to Communities" initiative that creates new programs and combines existing Departmental efforts to assist local governments spend the significantly increased level of aid that the reauthorized Trust Fund law affords them. The Commitment to Communities initiative provides one-stop shopping for local government managers by providing hands-on resources for the application process, raising awareness of grant cycles and proactively communicating pertinent information.

The following is a brief description of each grant program:

- **Municipal Aid** - This \$151 million program has been a significant resource in funding local transportation projects. All municipalities are eligible. The Department continues to encourage municipalities to consider using the Municipal Aid Program to fund projects that support walking and biking in their communities especially now that additional funds are available. NJDOT has set a goal to award up to 10 percent of the Municipal Aid Program funds to projects such as pedestrian safety improvements, bikeways and streetscapes.
- **Transit Village** - This program will award grants totaling \$1 million for traditional and non-traditional transportation projects that enhance walking, biking and/or transit ridership within a half mile of the transit facility. Only New Jersey municipalities that have been designated as Transit Villages by the Commissioner of Transportation and the inter-agency Transit Village Task Force are eligible to apply. The eligible town list can be found at: <http://www.state.nj.us/transportation/business/localaid/transitvillagef.shtm>
- **Bikeways** - This \$1 million program is intended to fund bicycle projects which create new Bike Path Mileage. It is available to all counties and municipalities. The Department continues to work toward the goal of achieving 1,000 miles of dedicated bikeways in New Jersey. Special consideration will be given to bikeways that are

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physically separated from motorized vehicular traffic by an open space or barrier, but on-road bike lanes and other bike routes and facilities are also eligible for funding.

- **Safe Streets to Transit** - The intent of this program is to encourage counties and municipalities to construct safe and accessible pedestrian linkages to transit facilities, in order to promote increased usage of transit by all segments of the population. A total of \$1 million is available for grant awards.

All projects funded through the Transportation Trust Fund must comply with the Americans with Disabilities Act (ADA). ADA guidance, program descriptions and application guidance materials can be found on the NJDOT website at: <http://www.state.nj.us/transportation/business/localaid/stateaid.shtm>

If you choose to apply, please be aware that NJDOT requires projects receiving grants-in-aid to award a construction contract within 24 months from the date of grant notification.

I encourage you to submit applications for these Local Aid programs. Each program application will be evaluated independently, affording counties and municipalities the opportunity to receive funding in more than one category.

The enclosed map provides contact information for each Local Aid District Office. I recommend that you consult with your Local Aid District Office to assist in preparing applications for funding. Please keep in mind that a separate application for each project must be completed and submitted on or before **October 8, 2018**, on-line through the Department's electronic grants administration system, known by its acronym SAGE, at: <https://njsage.intelligrants.com/Login.aspx?APPTHEME=NJSAGE>

As Commissioner of Transportation, I am committed to maintaining and improving New Jersey's local transportation infrastructure by providing financial assistance, technical expertise and training in successfully completing the application process for traditional and non-traditional local transportation initiatives. Our counties and municipalities will be well positioned to design and construct important local projects without the need to impact property taxes. Your success in building projects and spending the additional capital will mean success not only for your constituents, but for the entire state.

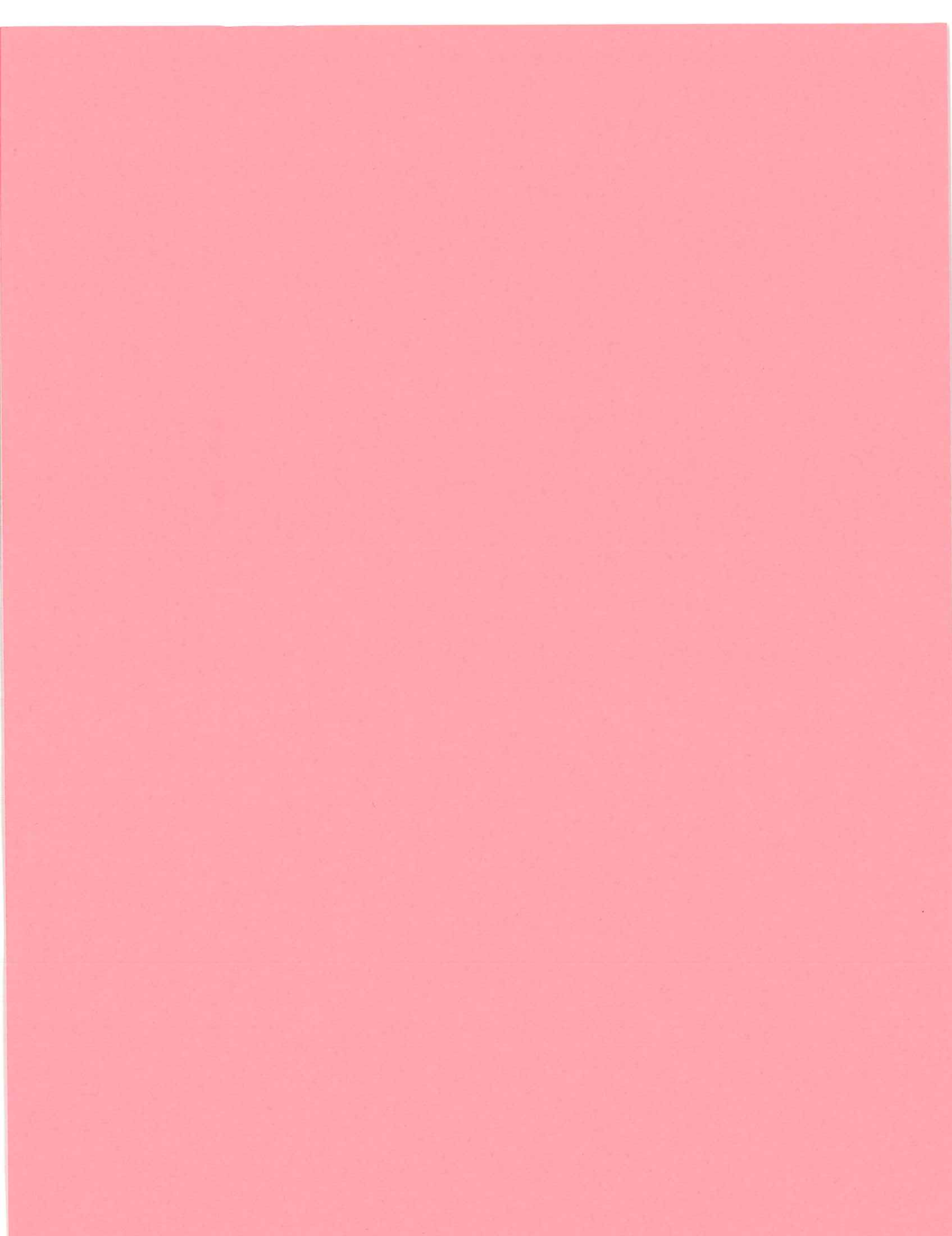
Thank you for your continued interest and support of NJDOT, and best wishes for success with your project applications.

Sincerely,



Diane Gutierrez-Scaccetti
Commissioner

cc: Municipal Clerk
Municipal Engineer
County Engineer



SCANNED

JUL 27 2018

RE Medical
Marijuana

Dear Honorable Mayor:

This firm represents Greenlife, LLC ("Greenlife"), a New Jersey based medicinal cannabis company, in connection with its establishment of a medicinal cultivation, manufacturing and dispensary facility in the State of New Jersey to serve the ever growing population of patients in need of access to cannabinoid based medications.

cc: TL
L

D. Murphy

I am writing to request your consideration of Greenlife establishing a medicinal cannabis facility in your municipality. If amenable, we would also ask that the Mayor and Council provide guidance with respect to the specific locations where such uses may be permitted so as to accommodate the wishes of the local community.

The principals at Greenlife are all New Jersey residents comprised of physicians, legal professionals, retired police officers and successful business owners (both within and outside the cannabis industry), all of which possess the same commitment to service and duty to their local community. In addition, Greenlife's technological and environmental adviser served both Presidents George W. Bush and Barack Obama as Federal Commissioner for the Interstate Commission of the Potomac River. A more detailed description of Greenlife and its principals are attached to this correspondence for your reference.

Greenlife also has a community benefits plan to provide not only jobs and tax revenue for the Borough, but support for local charities, community events and educational institutions. In addition, Greenlife is interested in acquiring and revitalizing distressed properties. Greenlife will maintain a safe, clean and environmentally sustainable business while offering residents the opportunity and skills to break into a new and thriving industry through Greenlife's local hiring plan, furthering its commitment to the community. To that end, Greenlife seeks to work closely with the local community throughout the application process and operational phases of the business to ensure that the community has significant input in the scope and operations of the facility.

Please feel free to contact me or any of the principles of Greenlife with any questions or concerns you may have. In addition, please let us know if you believe it would be appropriate to have a meeting to discuss the foregoing in greater detail.

Thank you for your time and consideration.

Best,

Cole Schotz ⁹⁰
PC. 1989

Robert M. DiPisa

Member

25 Main Street | Hackensack, NJ | 07601

Direct 201.525.6225 | Firm 201.489.3000 | Fax 201.678.6225 | rdipisa@coleschotz.com

Legal Practice Assistant: Evelyn Cruz | 201.489.3000 x 5102 | ecruz@coleschotz.com



VILLAGE OF RIDGEWOOD

131 NORTH MAPLE AVENUE
RIDGEWOOD, NEW JERSEY 07451

(201) 670-5500, EXT. 272

FAX (201) 652-3692

E-MAIL rcalbi@ridgewoodnj.net



RICHARD CALBI, JR.
DIRECTOR OF OPERATIONS

July 26, 2018

Mayor Brian Scanlan
Township of Wyckoff
340 Franklin Avenue
Scott Plaza
Wyckoff, NJ 07481-1907

RE: Ridgewood Water – Water Conservation Ordinance

Dear Mayor Scanlan,

Last year, Ridgewood Water was working with your elected body and officials for adoption of a new water conservation ordinance. I would like to inquire on your progress and provide you some resources towards having this completed before year's end. Ridgewood Water continues to feel strongly about the importance of conservation towards the sustainability of water as a vital resource for the future.

To this end, the Village of Ridgewood adopted Ordinance #3588, on April 12, 2017. The new regulations included the following:

- Two day per week irrigation, currently Stage 2, permanent year round, including private wells.
- Restrictions on irrigation hours to limit evaporation.
- Expanded watering exemptions, including smart controllers.
- Requiring that all irrigation systems be equipped with operational rain sensors.

The public response to the ordinance was primarily positive, with the prominent reaction being a request for uniform application across all four municipalities. Therefore, I ask that you please review the documentation attached and proceed with adoption of the model ordinance. Additionally, I would like to note that Ordinance #136 of Wyckoff Township (copy attached) requires that when it pertains to water, *the rules and regulations shall be at all times the same as those currently in force in the Village of Ridgewood*. The foresight by including this provision demonstrates the importance that was placed on public water and securing its future through uniformity.

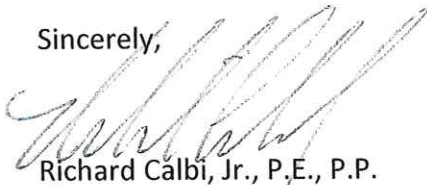
For your use I have attached the following resources and documents:

- Village of Ridgewood Ordinance #3588.
- Wyckoff Township Ordinances #136, #199 & #283.
- Frequently Asked Questions
- Summary Matrix
- Ridgewood Water Fact Sheet & Conservation Tips

You can also check out our website for other resources on conservation, exemption forms and more.

Please contact me with any questions or to set up a meeting to discuss how Ridgewood Water can assist with your ordinance implementation.

Sincerely,



Richard Calbi, Jr., P.E., P.P.
Director of Operations

Cc: Robert Shannon, Township of Wyckoff Administrator ✓
Heather Mailander, Village Manager - Ridgewood
Dan Timmeny, Business Manager – Ridgewood Water

WYCKOFF TOWNSHIP

Bergen County, N. J.

ORDINANCE NO. 136

AN ORDINANCE GIVING CONSENT TO THE WATER DEPARTMENT OF THE VILLAGE OF RIDGEWOOD TO LAY WATER PIPES AND PLACE HYDRANTS IN THE PUBLIC STREETS AND HIGHWAYS OF A PORTION OF THE TOWNSHIP OF WYCKOFF FOR THE PURPOSE OF SUPPLYING WATER FOR DOMESTIC AND PUBLIC USE FOR A PORTION OF SAID TOWNSHIP.

The Township Committee of the Township of Wyckoff, in the County of Bergen, do ordain as follows:

1. This ordinance shall apply only to that section of the Township of Wyckoff lying within the following described limits: All that portion of Wyckoff Township lying southeasterly from a line parallel with the center line of Cedar Hill Avenue and distant 1,000 feet northwesterly therefrom.

2. Consent of the corporate authorities of the Township of Wyckoff, in the County of Bergen (hereinafter called the Township), is hereby given to the Water Department of the Village of Ridgewood (hereinafter called the Department), to lay its water pipes beneath the public roads, streets, avenues and alleys of said Township for the purpose of constructing, maintaining and operating water works in said Township, and for supplying said Township and the inhabitants thereof with water; and also to erect and place hydrants at the crossings or intersections of said streets and alleys, and at other points to be designated by the governing body of the Township. Said pipes are to be laid so that the top of the pipe is at least three (3) feet six (6) inches below the surface of such public roads, streets, avenues and alleys and not in anywise unnecessarily to obstruct or interfere with the public travel, or damage public or private property; all public highways to be restored by said Department to as good condition as the same were before the laying of the pipes. Such consent to the use of said public roads, streets, avenues and alleys for the purpose aforesaid, is given for the period of fifty years, but nothing herein contained shall be construed as granting the exclusive right to said Department to the use of the streets for the aforesaid purposes, and the uses in detail of said public roads, streets, avenues and alleys to which assent is hereby given are the laying of water mains below the surface, as above specified, and the maintaining, upon the surface thereof, at curb line thereof, hydrants needful for drawing water to extinguish fires, and other public uses, and the maintenance at the surface of the necessary hydrant boxes, gate boxes, valve boxes and meter boxes, for the operation of the system of water works. The said pipes shall, so far as feasible, be laid on the westerly side of highways running northerly and southerly, and on the northerly side of highways running easterly and westerly, and, under the roadway, as near as practicable, four (4) feet from the curb line if any, and are to be so laid and located as to avoid, whenever practicable, disturbing the macadam or other pavement.

3. The Department shall upon receipt of a certified resolution from the Township Committee install fire hydrants upon existing mains at locations designated by the Township. The Township agrees to pay the Department for the use of the hydrants for fire purposes as hereinafter provided.

4. In case the Township shall desire any of said hydrants to be moved, the Department, shall on the written request of the Township,

move the same, furnishing the necessary materials and labor and the Township shall repay the Department the labor costs of so doing and with its own forces and at its own expense replace any pavement disturbed.

5. The Department shall extend its said mains in and along any highway in the Township, at any time, upon receiving a reliable written guarantee from the owners of land fronting thereon or from the Township of an income at the same rate being currently charged in the Village of Ridgewood. In reckoning said income, the Department shall give credit for such sum as may be paid by the Township in each half-year period for fire service from hydrants which the Township shall locate and pay for on said new extension of mains. Before the Department shall be required to make any such extension, the Township shall, on request of the Department, give the lines and grades of the streets where such extension is desired, but the Department shall not be required to make any extensions in the months of December, January, February and March.

6. The Department shall properly guard, light, and protect all openings made by them in the highways, and shall be liable for any damages caused by negligence in the opening of the same, and in the laying of the said pipes, and shall indemnify the Township from all loss and damage by reason thereof. The work shall be prosecuted diligently and promptly, and with a view of keeping open only so much of the highways as may be reasonably necessary to properly prosecute the work. And all work to be done under this ordinance, so far as relates to street excavations, laying pipes, or work which concerns the Township shall be performed to the satisfaction of the Township Committee.

7. The Department shall supply a pure, wholesome and abundant supply of water for the inhabitants of the Township at all points along its mains.

8. The Department shall use due diligence to maintain pressure of water in its mains for protection, in case of fire, and shall promptly repair any breaks or leaks that may occur, but shall not be responsible either to the Township or to any consumer or to the owner or occupant of any building or property in the Township for loss of property or injury thereto in case of fire for any reason. If, for the purpose of repairs, or other reason, the water is to be shut off from any portion of the pipes, for a time, reasonable notice thereof shall be, whenever feasible, given to the consumers affected, and such repairs or other work shall be diligently prosecuted to completion; if notice is not given before the water is shut off, notice shall be given as soon thereafter as reasonable as to the length of time the discontinuance may be expected.

9. The Department shall maintain in good condition the fire hydrants in use in said Township and shall replace any that shall not be in good condition for service when requested by the governing body of the Township. The governing body of the Township shall have the privilege at any time to inspect and test fire hydrants for the purpose of ascertaining that they are in proper condition and the pressure herein provided for is maintained, and shall have the right to use water from any hydrants for street purposes under such reasonable regulations and at such rate as the Department may prescribe.

In case any hydrant shall be damaged by the Township by being inspected and used by the Township, said damage shall be repaired by the Department and paid for by the Township.

10. All extensions of mains made in any public street in the Township shall be of at least six inches in diameter, except on special permis-

sion from the Township.

11. In case of change of the grade of any street, or in case the removal of mains or pipes of any kind shall be necessary by reason of any public improvement, the same shall be done by the Department without expense to the Township.

12. When any street openings are made by the Department, such Department shall comply with all existing general ordinances and such general ordinances or regulations as the governing body of the Township may hereafter adopt.

13. The rules and regulations shall be at all times the same as those currently in force in the Village of Ridgewood.

14. The rates to be charged for domestic water consumption, public water consumption, fire protection service, service installation and extension of main guarantees, shall be at all times the same as those currently charged in the Village of Ridgewood.

15. The Township shall have the right to purchase, on giving six months' notice in writing of its intention so to do, the distribution system of the Department within the Township, including all valves, gates, hydrants, fixtures and appliances, but excepting supply mains to the Village of Ridgewood and Borough of Midland Park, and any supply system now or hereafter constructed, at the actual cash cost of the construction thereof, less a sum for depreciation caused by use or deterioration from any cause whatsoever based on the said cost of the construction thereof as aforesaid, plus a sum equal to fifteen per cent. of said cash cost of construction, less depreciation.

16. Such cost shall be determined by agreement of the Township and the Department and on failure to reach an agreement as to cost as aforesaid, then to be determined on the basis above stipulated by three appraisers, one selected by the Township, one by the Department and a third by the Board of Public Utility Commissioners of this State, if said board is then in existence, if not, then by such board, commission or court as shall at the time of such purchase exercise the powers now exercised by said board.

17. Provided, however, that any provision of this ordinance relating to rates of services shall not be held to operate in any wise to limit or affect the exercise of the jurisdiction and control, now or hereafter, vested by law in the Board of Public Utility Commissioners, over rates and service.

18. The consent granted by this ordinance shall become effective when approved by the Board of Public Utility Commissioners, to whom it shall be submitted for approval.

19. This ordinance shall be published twice successively in The Wyckoff News, a weekly newspaper published and circulating in the Township of Wyckoff, and shall take effect in the manner provided by law.

Approved: November 1st, 1933.

NOTICE

Notice is hereby given that the foregoing ordinance was introduced at a meeting of the Township Committee of the Township of Wyckoff in the County of Bergen held on the 1st day of November, 1933, and passed its first reading, and that said ordinance will be considered for final passage at a meeting of said Township Committee to be held on the 25th day of November 1933, at 8:30 o'clock P. M. in the Wyckoff Fire House, corner Clinton Avenue and Morse Avenue, in said Township, at which time and place all persons who may be interested will be given an opportunity to be heard concerning the same.

Dated: November 1st, 1933.

WILLIAM E. SCOTT,
Township Clerk.

136
199
283

TOWNSHIP OF WYCKOFF
ORDINANCE NO. 199

WHEREAS, the Township Committee of the Township of Wyckoff passed an Ordinance on November 28, 1933, wherein consent was given to the Water Department of the Village of Ridgewood to lay pipes beneath the public roads and streets of said Township for the purpose of constructing, maintaining and operating water works in said Township and supplying of said Township and the inhabitants thereof with water and to place hydrants where designated by the Governing Body of the Township, and

WHEREAS, said Ordinance, at the time of its passage, only applied to certain portions of the Township of Wyckoff, and

WHEREAS, it is deemed advisable and in the best interests of the Township that the consent to the Water Department of the Village of Ridgewood be extended so that additional portions of the Township of Wyckoff might receive the benefits of said water system.

NOW, THEREFORE, BE IT RESOLVED that an Ordinance known as ordinance No. 136, and entitled, "An Ordinance giving consent to the Water Department of the Village of Ridgewood to lay water pipes and place hydrants in the public streets and highways of a portion of the Township of Wyckoff for the purpose of supplying water for domestic and public use for a portion of said township" be amended so that such Ordinance shall apply to additional portions of the Township of Wyckoff.

AN ORDINANCE ENTITLED "AN ORDINANCE TO AMEND AN ORDINANCE KNOWN AS ORDINANCE No. 136 AND ENTITLED 'AN ORDINANCE GIVING CONSENT TO THE WATER DEPARTMENT OF THE VILLAGE OF RIDGEWOOD TO LAY WATER PIPES AND PLACE HYDRANTS IN THE PUBLIC STREETS AND HIGHWAYS OF A PORTION OF THE TOWNSHIP OF WYCKOFF FOR THE PURPOSE OF SUPPLYING WATER FOR DOMESTIC AND PUBLIC USE FOR A PORTION OF SAID TOWNSHIP'".

BE IT ORDAINED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WYCKOFF, IN THE COUNTY OF BERGEN AS FOLLOWS:

SECTION 1. That section 1 of an Ordinance known as Ordinance No. 136 and entitled, "An Ordinance giving consent to the Water Department of the Village of Ridgewood to lay water pipes and place hydrants in the public streets and highways of a portion of the Township of Wyckoff for the purpose of supplying water for domestic and public use for a portion of said Township" be amended to read as follows:

"This ordinance shall apply to the entire Township of Wyckoff except that portion of the Township described as follows:

BEGINNING at a point where State Highway Route No. S-4B intersects a line parallel with the center line of Cedarhill Avenue and distant 1,000 feet northwesterly therefrom, thence (1) southwesterly along said line parallel with Cedarhill Avenue to a point where same intersects Sicomac Avenue, thence (2) southeasterly along Sicomac Avenue to a point where said Avenue intersects the boundary line between the Borough of Hawthorne and the Township of Wyckoff, thence (3) southerly along said boundary line to a point where the same intersects the boundary line dividing the Borough of North Haledon and the Township of Wyckoff and thence westerly along said boundary line to a point where the same intersects the boundary line between the Borough of Franklin Lakes and the Township of Wyckoff and thence (4) northerly along said boundary line to a point where same intersects State Highway Route No. S-4B and thence (5) southeasterly along Route No. S-4B to the point or place of beginning."

SECTION 2. That portion of the Township intended to be excepted from the application of this Ordinance is designated as Zone "C" on a map which is attached hereto and made a part of this Ordinance.

SECTION 3. The provisions of any Ordinance or Ordinances inconsistent with provisions hereof, are hereby expressly repealed.

SECTION 4. This Ordinance shall take effect immediately upon passage and publication as required by law.

Introduced June 10, 1947.

Passed, July 1, 1947.

Approved, July 1, 1947.

JACOB FLAKER, Chairman
THEO. W. ADAMS
WM. C. GREENHALGH
HENRY A. GREEN
EDWARD FAIRHURST.

Members of the Township
Committee.

Attest:

WM. E. SCOTT, Clerk.

NOTICE IS HEREBY GIVEN, That the foregoing Ordinance was introduced at a regular meeting of the Township Committee of the Township of Wyckoff, Bergen County, New Jersey, held on the 10th day of June, 1947, and was passed on final reading and approved at a regular meeting of said Township Committee held at the Municipal Building on the 1st day of July, 1947.

WM. E. SCOTT,
Township Clerk.

Wyckoff News, June 19, July 3, 47.

LEGAL NOTICE

TOWNSHIP OF WYCKOFF

ORDINANCE NO. 283

AN ORDINANCE ENTITLED "AN ORDINANCE TO AMEND AN ORDINANCE KNOWN AS ORDINANCE NO. 136 AND ENTITLED 'AN ORDINANCE GIVING CONSENT TO THE WATER DEPARTMENT OF THE VILLAGE OF RIDGEWOOD TO LAY WATER PIPES AND PLACE HYDRANTS IN THE PUBLIC STREETS AND HIGHWAYS OF A PORTION OF THE TOWNSHIP OF WYCKOFF FOR THE PURPOSE OF SUPPLYING WATER FOR DOMESTIC AND PUBLIC USE FOR A PORTION OF SAID TOWNSHIP'".

WHEREAS, the Township Committee of the Township of Wyckoff passed an ordinance on November 28, 1933, known as Ordinance No. 136; wherein consent was given to the Water Department of the Village of Ridgewood to lay pipes beneath the public roads and streets of said Township, for the purpose of constructing, maintaining and operating water works in said Township and supplying of said Township and the inhabitants thereof with water, and to place hydrants where designated by the Governing Body of the Township; and

WHEREAS, said ordinance at the time of its passage only applied to certain portions of the Township of Wyckoff; and

WHEREAS, said Township Committee, deeming it advisable and in the best interests of the Township that the consent to the said Water Department of the Village of Ridgewood be extended so that additional portions of the Township of Wyckoff might receive the benefits of said water system, duly passed an amendment to the aforesaid ordinance passed November 28, 1933, on July 1, 1947, known as Ordinance No. 199, by which said amendment, Section 1 of the original ordinance was amended to apply to the entire Township of Wyckoff excepting that portion of the Township as more particularly described therein; and

WHEREAS, it is deemed advisable and in the best interests of the Township that the consent to the Water Department of the Village of Ridgewood be now extended to embrace the entire Township of Wyckoff;

NOW THEREFORE BE IT RESOLVED that said ordinance above described shall be amended so as to apply to the entire Township.

BE IT ORDAINED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WYCKOFF IN THE COUNTY OF BERGEN, AS FOLLOWS:

SECTION 1. That section 1 of an ordinance known as Ordinance No. 136 and entitled "An Ordinance Giv-

ing Consent to the Water Department of the Village of Ridgewood to lay water pipes and place hydrants in the public streets and highways of a portion of the Township of Wyckoff for the purpose of supplying water for domestic and public use for a portion of said Township," and which said section was amended by an ordinance known as Ordinance No. 199 to include additional portions of the Township of Wyckoff, be amended to read as follows:

"1. This ordinance shall apply to the entire Township of Wyckoff, including that portion of the Township of Wyckoff described as follows:

BEGINNING at a point where State Highway Route S-4B intersects a line parallel with the center line of Cedarhill Avenue and distant 1,000 feet northwesterly therefrom, thence (1) southwesterly along said line parallel with Cedarhill Avenue to a point where same intersects Sicomac Avenue, thence (2) southeasterly along Sicomac Avenue to a point where said Avenue intersects the boundary line between the Borough of Hawthorne and the Township of Wyckoff, thence (3) southerly along said boundary line to a point where the same intersects the boundary line dividing the Borough of North Haledon and the Township of Wyckoff and thence westerly along said boundary line to a point where the same intersects the boundary line between the Borough of Franklin Lakes and the Township of Wyckoff and thence (4) northerly along said boundary line to a point where same intersects State Highway Route No. S-4B and thence (5) southeasterly along Route No. S-4B to the point or place of beginning.

SECTION 2. The provisions of any ordinance or ordinances inconsistent with the provisions hereof are hereby expressly repealed.

SECTION 3. This ordinance shall take effect immediately upon passage and publication as required by law.

NOTICE

Notice is hereby given that the forgoing Ordinance was introduced at a regular meeting of the Township Committee of the Township of Wyckoff, Bergen County, New Jersey, held on the date of Aug. 2, 1955 and was passed on final reading and approved at a regular meeting of the said Committee, held at the Municipal Building, Wyckoff, N. J., on the date of Sept. 6, 1955.

ROGER VAN BLARCOM
Chairman Township Com.
EDWARD FAIRHURST
THOMAS A. TARANTO
MARTIN EDSON
ROBERT J. LEMMERMAN

Attest.
Wm. E. Scott,
Township Clerk.

Wyckoff News, Aug. 11, Sept. 8, 1955
161—Fees \$35.42

VILLAGE OF RIDGEWOOD
ORDINANCE NO. 3588

AN ORDINANCE TO AMEND CHAPTER 269 OF THE CODE
OF THE VILLAGE OF RIDGEWOOD, WATER

BE IT ORDAINED by the Village Council of the Village of Ridgewood: Chapter 269 – Water,
of the Code of the Village of Ridgewood is hereby amended as follows:

Section 1: Replace Article IV: Water Emergencies, with the following:

Article IV: Water: Irrigation Schedule & Water Emergencies

§ 269-43 Purpose.

The purpose of this article is to limit, restrict and regulate the use of water by customers of the Department of Water Supply of the Village of Ridgewood during periods of use and emergency, as hereinafter defined, in order to ensure public health and safety.

§ 269-44 Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

EMERGENCY

Any period of water shortage or imminent water shortage caused by drought; lack or failure of proper pumping equipment, storage or other facilities; acts of God or public enemies; or excessive demand upon or use of water facilities or capacity.

CONVENTIONAL IRRIGATION SYSTEM OR DEVICE

Hose end irrigation systems and automatic irrigation devices.

DRIP/MICRO IRRIGATION

An irrigation method that saves water and fertilizer by allowing water to drip slowly to the roots of many different plants, either onto the soil surface or directly onto the root zone, through a network of valves, pipes, tubing, and emitters.

HAND HELD HOSE

A hose designed to be operated while being held in the hand and equipped with a nozzle that automatically shuts off when released.

§ 269-47 Violations and penalties.

It shall be unlawful and a violation hereof for any person to use water during the emergency period in violation of this article. Any property owner(s) found to be in violation of the provisions of this chapter shall be subject to a fine up to a maximum of \$2000 per violation, per individual block and lot location.

§ 269-48 Regulations.

The following irrigation schedule and water emergency regulations are hereby adopted to become effective as set forth herein:

A. Irrigation schedule, effective year round:

1. All non- governmental properties: Irrigation by a conventional irrigation system or device, may only be done on Tuesday and Saturday for odd numbered addresses and Wednesday and Sunday for even numbered addresses.
2. Governmental properties: Irrigation by a conventional irrigation system or device may only be done on Monday and Friday.
3. Irrigation using a hand held hose or drip/micro irrigation system shall be allowed any day.

The emergency stages shall be as follows:

Stage of Emergency Regulation	Drought Emergency Condition	User Restrictions
III	Pending/Critical	Mandatory restriction of irrigation for all properties to the use of a hand-held hose on Tuesdays and Saturdays for properties with odd-numbered addresses and Wednesdays and Sundays for properties with even-numbered addresses. No irrigation of any kind shall be allowed on Mondays, Thursdays, or Fridays.
IV	Critical	Irrigation is prohibited at any time. Exceptions for irrigation using a hand-held hose may be allowed under conditions

service of the utility or other customers, the Village Department of Water Supply shall have the right and it is hereby empowered to cut off the supply of water to the premises and meter upon and from which such violation shall have taken place for such period or periods of time as shall be deemed necessary to secure compliance with all applicable terms of this article.

§ 269-50 Enforcement.

The enforcement of the provisions of this article shall be the responsibility of the Director of Water Supply, its Business Manager, Superintendent of Water, Assistant Superintendent of Water, Supervisor of Water Distribution, Senior Engineer, Village Engineer, Property Management Officer, any duly sworn member of the Village of Ridgewood Police Department, and any other officer and/or Village employee duly appointed by the Village Manager.

Section 2: Except as herein amended and supplemented, Chapter 269, of The Code of the Village of Ridgewood remains in full force and effect.

Section 3: This ordinance shall take effect immediately upon passage and publication as required by law.

Water Ordinance FAQ's



1. What is a Smart Controller? A smart irrigation controller is like a thermostat for your landscape, telling it when to turn on or off. The controller utilizes weather data, soil type, property slope and other factors to tailor irrigation to actual conditions, instead of preset schedules. Qualifying controllers must be USEPA Water Sense approved, which insures that they save a minimum of 30% in water for irrigation. Look for the USEPA Water Sense label or search a list of qualified systems at <https://www.epa.gov/watersense/product-search>. Exemption applications for irrigation with Smart Controllers can be submitted anytime of the year.

2. Can I water with a watering can and when? Irrigation of hanging plants, gardens or small planting areas with a watering can is not restricted to any day or time; unless Stage 3 or 4 water restrictions are enacted. Ridgewood Water recommends that this watering occur before 10 am or after 6 pm to take advantage of the cooler times of the day. Placing mulch around these plantings is also recommended to retain moisture.

3. What is drip/micro irrigation? These systems irrigate the landscape directly at the surface or underground into the roots. This can consist of a soaker house, drip lines or underground drip pipes that direct the water at a slower rate, but directly to the root zone of the landscape. Most systems are at least 40% more efficient than conventional irrigation systems.

4. What can I do to avoid a violation? Make sure you water only on the days and during the times that are permitted for your device. Irrigation during a rain event or immediately after rainfall is a violation and failure to stop irrigation system leaks is also a violation. It is important to display the exemption permit or placard in a prominent location on your property.

5. Can I wash my car? Car washing is only restricted during emergency **Stages 3 or 4**. Ridgewood Water recommends that you wash smart, by utilizing a car wash where the water is recycled or by running the water only for wetting and rinsing the car.

6. Can I power wash my house? Power washing is only restricted during emergency **Stages 3 or 4**. Ridgewood Water recommends that you wash smart, by only running the water for wetting and rinsing the building or by using a bucket for smaller spot cleaning.

7. Can I fill my pool? Filling of pools is only restricted during emergency **Stages 3 or 4**. Ridgewood Water recommends that you utilize a removable pool cover to avoid evaporation. Solar covers will also warm up the water.

8. When can I obtain an exemption from the restrictions for new landscaping? Exemption requests for new sod, seed or plantings can only be submitted prior to June 1st or after September 20th of every year. A copy of the price quote or receipt for materials for the new landscaping, along with proof of a working automatic rain sensor, must be submitted with the application. Exemptions are not valid during emergency **Stages 3 or 4**.

9. What if I am building a new home or addition and need to plant landscaping after June 1st? Properties requiring new landscaping as part of a building permit, may obtain approval at any time. Proof of the permit and Certificate of Occupancy requirements, along with proof of a working automatic rain sensor, must be submitted with the application. Exemptions are not valid during emergency **Stages 3 or 4**.

10. Can I use a hand held hose to clean my gutters and patio furniture? Use of a hand held hose for these uses is not prohibited, unless emergency **Stages 3 or 4** are enacted. These uses are different from irrigation, as they don't occur daily. For outdoor cleaning, Ridgewood Water recommends that you wash smart, by only running the water for wetting and rinsing or by using a bucket for smaller spot cleaning.

11. What if my rain sensor is not installed upon adoption of these regulations? The important thing is to make sure your system doesn't go on during the rain. Use a manual rain gauge and make sure to shut your system down if ¼ inch of rain has fallen. If you are going to be away ask a neighbor to perform this task for you.

12. What if I need to water after chemical treatment of my lawn? Irrigation necessary for application of chemicals requiring immediate watering is exempt from restrictions. The application must comply with local fertilizer rules. Please consult with your local authority about these regulations. In order to avoid a violation please make sure the application flags are visibly displayed at the property. Exemptions are not valid during emergency **Stages 3 or 4**.



SUMMARY OF NEW IRRIGATION ORDINANCE

IRRIGATION CONDITION/METHOD	CODE CITATION	====CONVENTIONAL====			SMART
		HAND HELD (MANUAL)	HOSE END PORTABLE SPRINKLER (MANUAL)	AUTOMATIC IN-GROUND (AUTOMATIC)	
✓ = CONDITION APPLIES					
NON-GOVERNMENTAL PROPERTIES: ODD ADDRESSES: TUESDAY & SATURDAY	269-48A(1)		✓	✓	
NON-GOVERNMENTAL PROPERTIES: EVEN ADDRESSES: WEDNESDAY & SUNDAY	269-48A(1)		✓	✓	
GOVERNMENTAL PROPERTIES: MONDAY & FRIDAY	269-48A(2)		✓	✓	
ANY DAY	269-48A(3)	✓			✓
NO IRRIGATION 10AM-6PM	269-48D	✓	✓	✓	✓
ONLY 3AM - 7AM	269-48D			✓	
RAIN SENSOR APPLICABLE (AUTOMATIC)	269-48E			✓	✓

4/17/2017



Ridgewood Water Conservation Tips

1 Running Water is Wasted Water

There are many instances where people leave water running, wasting gallon after gallon with nothing to show for it.

- With the hose: Wash the car using a bucket of water and sponge. Use your hose only to rinse. Clear the driveway by sweeping instead of spraying.
- At the sink: Wash dishes, pans, fruits and vegetables in basins and not with running water. Shave and brush teeth with the water off.
- Limit showers to 5 minutes.

2 How to be EXEMPT from Water Restrictions

Install a qualified underground "dripline" system or "smart" controller to your existing irrigation system. Both can automatically deliver water as needed and are exempt from local water restrictions except in emergencies!

3 Your Toilet is a Water Thief

- Check your toilet for leaks. There are free testing tablets available upon request from Ridgewood Water. A leaky toilet can waste 200 gallons of water per day!
- Never use your toilet as an ashtray or wastebasket. Every flush can waste up to 5 gallons!

4 Your Yard: The Water Wonder

Watering more effectively means watering less frequently, which can save thousands of gallons of water per week in peak seasons.

- Water at cool, calm parts of day and deeply soak lawn and gardens.
- If you do not have an irrigation system, use sprinklers that shoot horizontally, avoiding pavement and sidewalks.
- Don't cut the grass too short; longer grass means less evaporation.
- Plant drought-resistant trees and plants.
- Use a layer of mulch around plants and trees to retain moisture.
- Install a rain barrel to capture water for irrigation uses later.

5 Water Managed is Water Saved

- Check pipes, hoses, sprinklers, fittings, and faucets for leaks.
- Set washers to appropriate load size.
- Cover your pool to slow evaporation.
- Install water-saving shower heads or flow restrictors.

6 Irrigation Systems Pay For Themselves

Systems using a "smart" controller are 30-50% more efficient than conventional sprinklers. Below ground "dripline" irrigation systems are 90% - 95% efficient. Not only do they give you a healthier, greener lawn, they save thousands of gallons of water, and hundreds or thousands of dollars per year on water bills.

7 Become a Water Conservation Fanatic!

Here are some things you can do to push the envelope on water conservation. These ideas don't take long and they save plenty of water.

- While waiting for hot tap water, catch flow in basin and use for watering plants or other use.
- Place plastic bottles filled with sand and water in your toilet tank.
- Bathe in no more than 3 inches of water.



Ridgewood Water Facts




1 In Summer, Ridgewood Water Demand Rises from 5 Million to 15 Million Gallons Per Day

Summer water use, predominately related to lawn watering, rises nearly 10 million gallons over water demand in winter. Ridgewood Water's pumping capacity when all wells are running is 12 million gallons per day.



2 Ridgewood Water Rocks...Literally

Ridgewood Water's supply comes from an aquifer, tapped by 52 groundwater wells. The rock aquifer is an underground layer of water-bearing permeable rock which consists of small spaces or fractures that are capable of retaining water. Since it is almost entirely dependent on rainwater for replenishment, capacity can be limited during summer months when water use increases dramatically, requiring Ridgewood Water to impose mandatory water restrictions.



3 Drought or No Drought: Conserving Water is Always Smart

Ridgewood Water's long-term renewal effort will increase supply and emphasize conservation, including enacting new water conservation rules in each of the municipalities we serve.



4 Private Wells Tap The Same Water Source as Ridgewood Water

Because private wells in our water supply district draw off the same aquifer as the public water supply, private wells will be subject to water restrictions. The good news is, if you have a qualifying irrigation system, restrictions will be waived unless emergency measures are enacted.



5 Ridgewood Water Purchases 10% of Its Water

Demand from the Ridgewood Water service area is so high in the summer months, mostly due to lawn watering, that the utility is forced to purchase water from adjoining systems at a premium, increasing water costs.



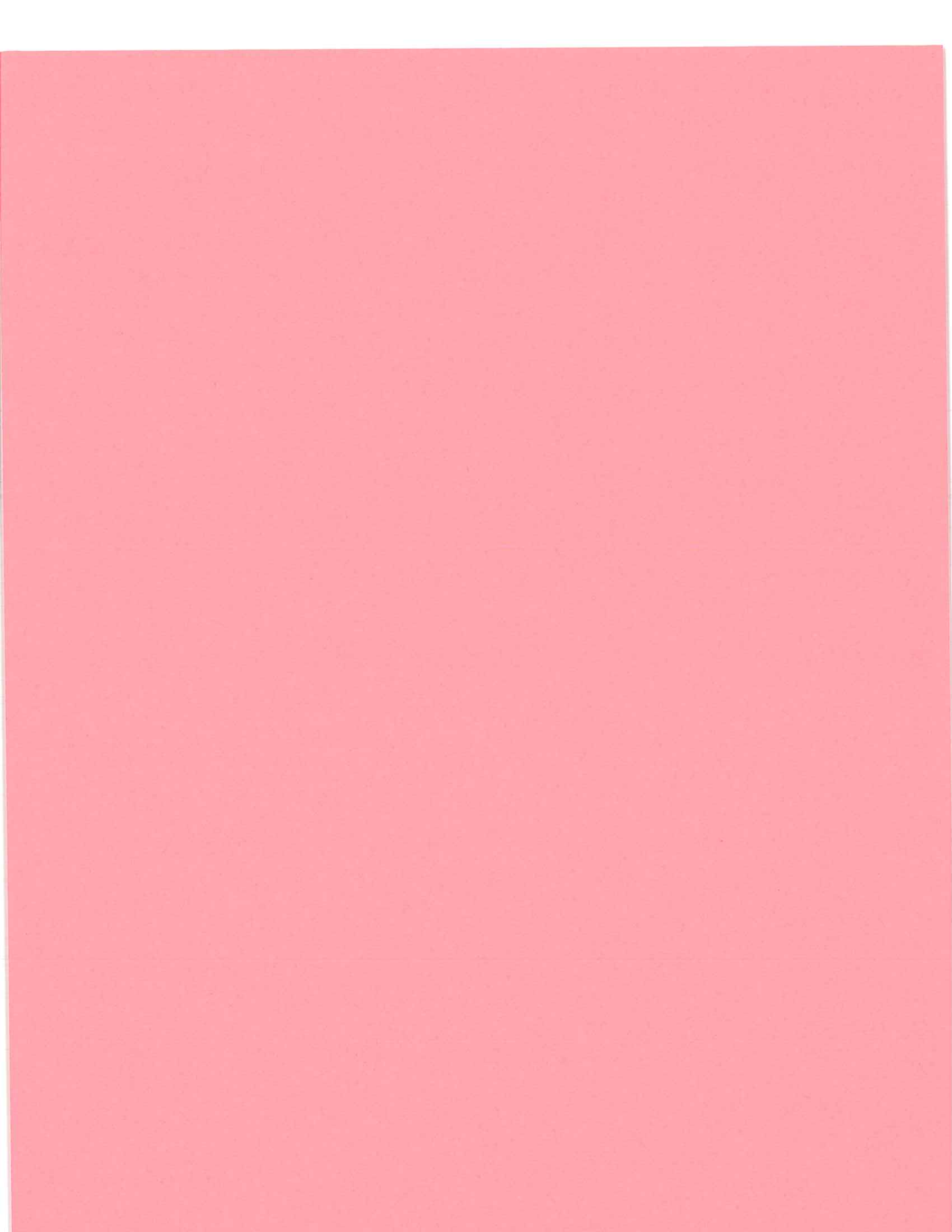
6 Your Lawn Only Needs 1" of Water Per Week

Residents not using "smart" controllers for their irrigation systems waste from 30% - 50% of their watering volume due to evaporation, watering sidewalks and driveways, and over-watering. Too much water leads to shallow roots and unhealthy lawns. It might seem like you are doing your grass a favor with the extra water, but you're hurting it and leaving it more vulnerable when restrictions are enacted.



7 Two-Day per Week Watering Remains in Effect

Demand impacts the aquifer that feeds Ridgewood Water's system. Overuse affects water quality, volume, and pressure. As a result, two day per week watering has been made permanent to protect public health and fire safety.



**Robert J. Shannon, Jr.
Township Administrator**

TO: TOWNSHIP COMMITTEE
FROM: Robert J. Shannon, Jr. Township Administrator
DATE: July 30, 2018
RE: **PURCHASE 32 GALLON RECYCLING CANS WITH LIDS FOR SALE TO WYCKOFF RECYCLERS**

Mary Ellen contacted the vendor who sold recycling cans to Oakland. She developed the below pricing:

COST TO WYCKOFF:

1. \$15 per 32 gallon can. (Based on order of 500 pieces)
2. \$4.45 per lid. (Based on order of 500 pieces)
3. \$375 one time set-up fee:
Imprint to read – “Wyckoff Recycles” with the universal symbol for recycling, all to be printed in white on a royal blue 32 gallon can.
4. First-Round cost to Wyckoff is \$9,700.(Not including staff time to unload, store & sell.)
4. See blue color photo attached. (Note – The lid will not have a hole).
5. Delivery 45-60 days.
6. Delivery to DPW Yard. 60 cans per skid (Cans are shrink-wrapped). Wyckoff’s fork-lift and operator are required to unload. 240 Lids per skid.
7. Contract on Middlesex Education Coop System. (Wyckoff is a member).

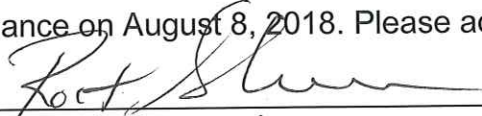
COST TO RESIDENT:

\$20. We will accept check or exact change only. Limit two (2) per family. 500 containers.

SALES PLAN:

1. Mondays & Thursdays 9:30 am to 11:30 am when Elaine is at the DPW with some assistance from Town Hall staff members.
2. Sell on a Saturday in October from 9:00 am to 11:00 am plus/or at the Shred Fest event scheduled for October 20, 2018.
3. Two (2) per family on a first come, first served basis until they run out. Then the Township Committee can entertain placing a second order.
4. Cost to the Township is \$10,000 (does not include staff time to unload, store and sell).
5. A requisition is ready to be given to Finance on August 8, 2018. Please advise.

RJS:nc
Cc: Township Committee
Robert E. Landel, Township Attorney
Scott A. Fisher, Manager - Dept. of Public Works
Maryellen Tafate, Assist. Recycling Coordinator

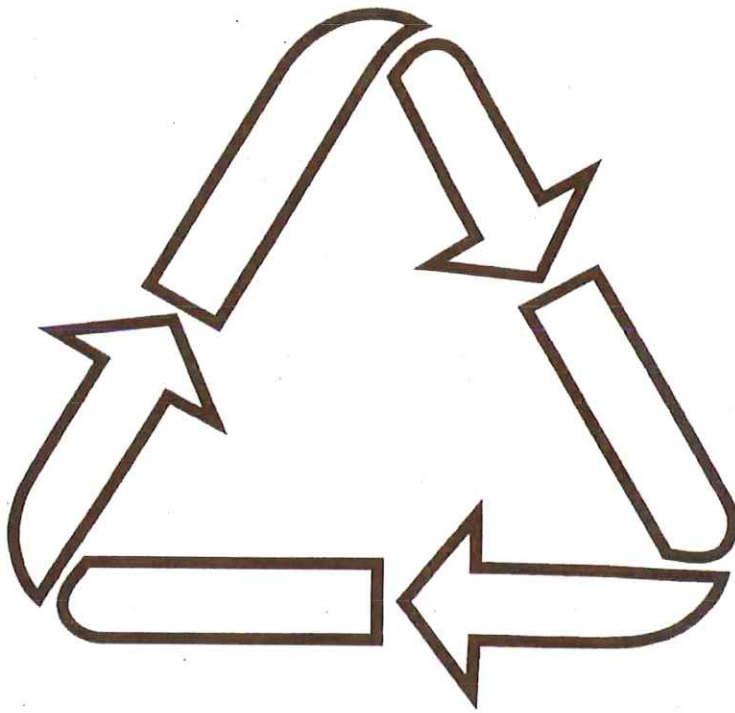


Robert J. Shannon, Jr.
Township Administrator



Fitz.#2

60% size



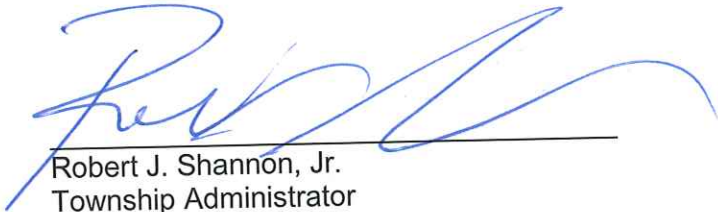
**Your Town Name Here
Recycles**

**Robert J. Shannon, Jr.
Township Administrator**

TO: TOWNSHIP COMMITTEE
FROM: Robert J. Shannon, Jr. Township Administrator
DATE: July 30, 2018
RE: **REQUEST FROM LAKELAND BANK FOR RETURN OF ESCROW DEPOSIT**

Attached is a section of recorded Developers Agreement and parking easements. Page 6 indicates that the property owners will pay on a pro-rata basis when and if an interior parking plan is implemented. I believe this language makes it clear that the \$30,000 escrow deposit (which the bank is now requesting to be returned) is a good faith deposit and not a capped amount.

Based on that language, I agree with Mark and Diana that the \$30,000 and escrow should be returned because the Developers Agreement states that Lakeland Bank's obligation to pay its pro-rata share continues.



Robert J. Shannon, Jr.
Township Administrator

RJS:nc
Cc: Township Committee
Robert E. Landel, Township Attorney

BE PART OF THE SAFETY TEAM

Safety is as simple as ABC – Always Be Careful!

SERVICE IS OUR PRODUCT

PHILIP A. TORNETTA
ATTORNEY AT LAW
637 WYCKOFF AVENUE
WYCKOFF, NEW JERSEY 07481
(201) 891-1214

cc: ~~S. Schilstra
P. Perlman
L. Edler~~
original -
Clerk's file.

TWP. OF WYCKOFF

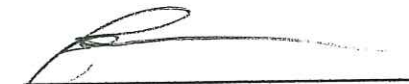
AUG - 2 2000

MUNICIPAL CLERK

MEMORANDUM

TO: Joyce Santimauro, Township Clerk
FROM: Philip A. Tornetta, Township Attorney
DATE: August 2, 2000
RE: Developer's Agreement from Lakeland Bank

Attached please find the original Developer's Agreement from Lakeland Bank for 652 Wyckoff Avenue, which has been recorded by the Bergen County Clerk. Please provide copies of this Developer's Agreement to Susan Schilstra, Planning Board Secretary and Lawrence Edler, Township Engineer.


Philip A. Tornetta
Township Attorney

cc: Robert J. Shannon, Jr., Township Administrator

PREPARED BY

RECORD & RETURN TO:

Philip A. Tornetta, Esq.
Attorney At Law
637 Wyckoff Avenue
Wyckoff, NJ 07481

DEVELOPER'S AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of JUNE, in the year Two Thousand by and between:

THE TOWNSHIP OF WYCKOFF, a municipal corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as the "MUNICIPALITY" and THE PLANNING BOARD OF THE TOWNSHIP OF WYCKOFF, hereinafter referred to as "THE BOARD"

and

LAKELAND BANK, the owner of property located at 652 Wyckoff Avenue and known as Block 236, Lot 1 and Lot 2, hereinafter referred to as the "DEVELOPER"

Consideration: EXEMPT
Realty Transfer: EXEMPT
Fees: 3.00
Tot: 3.00 By *[Signature]*

WHEREAS, the Planning Board of the Township of Wyckoff has granted Preliminary/Final Site Plan approval and Variances to permit the renovation of an existing building, which faces Wyckoff Avenue, which will be used as a commercial bank, while demolishing a second building, formerly used as a bicycle shop located at the corner of Clinton and Everett Avenues and to be replaced by a kiosk to be used for drive-through banking; and

WHEREAS, the Memorializing Resolution of the Planning Board was adopted on July 12, 1999, and a copy of the Resolution is attached hereto as Exhibit "A"; and

WHEREAS, the Developer has agreed to provide for the completion of improvements in accordance with the requirements of the Resolution of the Planning Board and in accordance with ordinances, rules and regulations of the Municipality; and

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ROBERTA S. DEBORO
COUNTY CLERK

RECORDED-BERGEN COUNTY

WHEREAS, the Developer has agreed to comply with the Ordinance 1021 of the Township of Wyckoff and Section 186-2A(2) and any amendments thereto regulating development in the B-1A Zone, requiring compliance with the overall plan as shown and described on the "Township of Wyckoff's Central Business Triangle Streetscape Master Plan" prepared by Vollmer Associates dated October 1987.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, the parties agree as follows:

1. At its sole cost and expense, the Developer shall construct the improvements provided for in the resolution of the Planning Board and the site plan approved by the Planning Board, and as may be more fully described in the Developer's exhibits, proofs and presentation made to the Board, all of which are incorporated herein and made a part hereof and which are hereafter collectively referred to as the "Approval Proceedings". At their sole cost and expense, Developer shall also maintain the improvements required by the Approval Proceedings and shall comply with all applicable ordinances, rules, regulations and standards of the Municipality, and in all respects, the Developer shall also comply with Ordinance 1021 and any amendments thereto and the current provisions of the Zoning Ordinances of the Township of Wyckoff including Section 186-26A(2) and any amendments thereto.

2. The Developer agrees that the development shall be performed in such a manner so as to cause no nuisance, public or private, and no undue annoyance to the public at large by reason of the construction, trucking or other operations.

3. If surface water runoff from the lots in question affect the proper use of any adjacent or other lots, the Developer shall construct such drainage facilities as are necessary and required by the Township Engineer to prevent water runoff from interfering with the use of such adjacent or other lots prior to the making of any application for a certificate of occupancy for the use of the Developer's premises. The requirements of this paragraph shall apply equally to any water runoff or other drainage problem occurring subsequent to occupancy and/or construction of facilities on the property in question.

4. The engineering and legal fees or charges for services rendered to or by the Planning Board or the Municipality in connection with this agreement and the preparation of this agreement, and in connection with the development and improvements pursuant to this agreement, shall be paid by the Developer. If required by the Municipality, the Developer shall deposit upon execution of this agreement, a cash deposit or other satisfactory performance guaranty in the sums requested by the Municipal Attorney, Municipal Engineer and Township

Administrator. It is specifically agreed that if during the course of the development, it appears that the amount of the deposit made is inadequate to meet such costs, the Municipality may require such additional sums to be deposited with it as it may determine necessary and reasonable, and the Developer shall forthwith provide the same. No building permits or certificates of occupancy shall issue until the required deposits are made. The Municipality is hereby authorized by the Developer to disburse the deposits in payment of such services as are rendered upon proper vouchers therefor, and any unused portion of such deposits shall be returned to the Developer by the Municipality upon completion of the development, and certification of such completion to the Municipality by the Township Engineer.

5. Upon execution and delivery of this agreement, the Developer shall file with the Municipality proof that title to the tract is vested in the Developer. In the event that the Developer has not acquired title to the property, the Developer shall certify that it will acquire title pursuant to a valid outstanding contract and upon closing of title, the Developer shall certify that title has vested. If title has already vested in the Developer, the legal description and deed reference of the property shall be set forth on Exhibit "B" attached hereto.

6. The Developer represents that it has heretofore and will in the future comply with all applicable requirements or

and expense, consistent with the Planning Board approval and with the overall plan for interior block parking in the block wherein the subject premises are located, which the Municipality may require to be installed or implemented in accordance with the Ordinance and the Code and any amendments thereto. Any onsite improvement required to implement this plan shall be completed at the expense of the Developer. Any offsite improvement required to implement the interior block parking plan shall be the expense of any offsite owner or developer. However, contiguous public rights of way abutting the Developer's property shall be considered onsite for the purposes of this agreement.

The cost of any improvements required to implement the interior block parking plan which involves or benefits more than one (1) property shall be paid on a pro rata basis by all property owners or developers of affected premises. If the property owners or developers cannot agree upon an apportionment of the cost of the construction of offsite improvements, such allocations shall be reviewed and determined by the Planning Board in accordance with the provisions of the Code of the Township of Wyckoff, Subdivision and Site Plan Review, Sections 168-14, 15, 16 and 17, as well as any other relevant portions of the Codes of the Township of Wyckoff. If required by the Ordinance, the developer or property owners shall relocate or remove parking spaces, including but not limited to handicapped spaces and existing driveways, and to remove any existing structures such as garages, sheds, or accessory structures

necessary to implement the common parking plan. If not otherwise provided in the site plan approval relating to this property, the Developer and/or Owner shall install and improve, upgrade and maintain sidewalks so as to meet existing municipal standards if required by the Municipality.

The Developer by signing this agreement voluntarily consents to convey any easements and cross-easements, in favor of the Township and in favor of the other properties in Block 236, as may be required by the Township to implement the Interior Block Parking Plan in Block 236 and further by signing this agreement, Developer acknowledges and agrees that Developer waives consideration and compensation for conveying such easements and cross-easements, as the Ordinance and the Code shall require, and such easements and cross-easements shall be conveyed by Developer at no cost to the Township and at no cost to other property owners in Block 236. Such easements and cross easements must be provided to and approved by the Township Attorney prior to execution. The fully executed easements and cross easements must be provided to the Township of Wyckoff before the issuance of a Certificate of Occupancy.

11. All details of development shall be performed in accordance with the said site plan approval and specifications of the Municipality under the inspection of the Township Engineer. The Developer shall be responsible for the payment of reasonable engineering or inspection fees by the Township Engineer.

12. The Developer shall install flat red brick pavers on the sidewalks, walkways and handicap ramps, instead of concrete. Such construction shall be completed in accordance with the recommendations and specifications of the Township Engineer.

13. Developer shall obtain approval by the Planning Board of the County of Bergen, if the County of Bergen deems such approval necessary.

14. Developer shall make a voluntary of \$30,000.00 to the Township, which will be placed in an escrow account and to be utilized for the construction of the interior block parking plan in Block 236, if and when the plan is implemented.

15. Developer shall grade the property for future access with the interior block parking plan in Block 236.

16. Developer shall retain the three (3) large existing trees, identified by the Board, and have the property controlled by an automatic sprinkler system.

17. Developer shall install a one-way traffic sign stating "DO NOT ENTER" at the Everett Avenue exit and a 25 square foot two sided ground sign stating "LAKELAND BANK" in the northwest corner of the property.

18. This agreement shall be recorded in the Office of the Bergen County Clerk for the purpose of insuring performance of the terms and provisions contained herein by the Developer and/or its successors and assigns. Upon completion of the development performance of all provisions, requirements and conditions set forth in this agreement and the resolution of the Planning Board and payment of all the sums due and owing under this agreement, upon request of the Developer, the Municipality shall execute and deliver such documents as are necessary to discharge this agreement this agreement from the records of the Bergen County Clerk.

19. This agreement shall be binding upon the respective parties, their heirs, legal representatives, successors, assigns and grantees.

IN WITNESS WHEREOF, the parties have hereunto set hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and the proper corporate seal to be hereto attached, the day and year first above mentioned.

ATTEST:

Joyce C. Santimauro
Joyce C. Santimauro
Township Clerk

Susan Schelstra

Anne Galluccio
ASSISTANT SECRETARY

TOWNSHIP OF WYCKOFF

By: Walter M. Smith, Jr.
WALTER M. SMITH, JR., Mayor

WYCKOFF PLANNING BOARD

By: John Schlenker
John Schlenker, Chairman

LAKELAND BANK

By: Arthur J. Zinke
President

ordinances, rules, regulations, statutes or other County, State or Municipal agencies having jurisdiction over the development.

7. The Developer shall execute and deliver to the Municipality any deeds of easement or rights-of-way necessary to complete the development and any cross-easements, in accordance with the requirements of the Planning Board.

8. The Municipality shall have the right to refuse the issuance of a Certificate of Occupancy until the Developer has fully complied with all the requirements of this agreement and the Resolutions of the Planning Board.

9. Nothing herein contained shall be construed to render the Municipality or the Planning Board or any of its officers or employees liable for any charges, costs or debts, material, labor or other damage or money losses arising out of the acts of the Developer in making the improvements, nor from any inspections, certificates or approvals granted by the Municipality or any of its representatives.

10. The Developer shall comply with all the provisions of Ordinance 1021 (the "Ordinance") of the Township of Wyckoff and Section 186-2A(2) of the Zoning Code of the Township of Wyckoff (the "Code") and any and all amendments thereto, and will provide for a parking layout and parking improvements at its cost

PHILIP A. TORNETTA
ATTORNEY AT LAW
637 WYCKOFF AVENUE
WYCKOFF, NEW JERSEY 07481
(201) 891-1214

TWP. OF WYCKOFF

AUG - 7 2000

MUNICIPAL CLERK

MEMORANDUM

TO: Joyce Santimauro, Township Clerk
FROM: Philip A. Tornetta, Township Attorney
DATE: August 3, 2000
RE: Deed of Easement and Agreement for Interior Block
Parking from Lakeland Bank
Property: 652 Wyckoff Avenue
Wyckoff, New Jersey

Attached please find the original Deed of Easement and Agreement for Interior Block Parking from Lakeland Bank, which has been recorded by the Bergen County Clerk. Please distribute photocopies of this Deed of Easement to the following:

Township Administrator, Shannon,
Planning Board Secretary Schilstra,
Township Engineer Edler,
Tax Assessor Perlman.

Also place a copy of this Deed of Easement in the archives.



Philip A. Tornetta
Township Attorney

cc: Township Committee
Robert J. Shannon, Jr., Township Administrator

RECORD & RETURN TO:

Philip A. Tornetta, Esq.
Attorney At Law
637 Wyckoff Avenue
Wyckoff, NJ-07481

Prepared by:


PHILIP A. TORNETTA, ESQ.

DEED OF EASEMENT AND AGREEMENT FOR INTERIOR BLOCK
PARKING

This Deed of Easement and Agreement for Interior Block Parking is
made on June 8, 2000,


BETWEEN

LAKELAND BANK, a banking corporation of the State of New
Jersey, with offices at 250 Oak Ridge Road Oak Ridge, New Jersey
07438, and owner of Lots 1 & 2, Block 236 as designated on the
Tax Map of the Township of Wyckoff and known as the address 652
Wyckoff Avenue, hereinafter referred to as the "Grantor",

AND

THE TOWNSHIP OF WYCKOFF, a municipality of the State of New
Jersey, with its principal office at Memorial Town Hall, Scott
Plaza Wyckoff, New Jersey 07481, ABBCAB ASSOC. LLC, owners of 235
Everett Avenue, Wyckoff, New Jersey 07481 and known as Lot 3,
Block 236 on the Tax Map of the Township of Wyckoff, VICTOR
LUCIA, JR. DMD, owner of 237 Everett, Wyckoff, New Jersey 07481
and known as Lot 4, Block 236 on the Tax Map of the Township of
Wyckoff, JOHN (V) KINO and HANNAH KINO, owners of 241 Everett
Avenue, Wyckoff, New Jersey 07481 and known as Lot 5, Block 236
on the Tax Map of the Township of Wyckoff, NADANN REALTY CO. LLC,
owner of 640 Wyckoff Avenue, Wyckoff, New Jersey 07481 and known
as Lot 6, Block 236 on the Tax Map of the Township of Wyckoff,
KERN & ROGERS REALTY INC. owner of 642 Wyckoff Avenue, Wyckoff,
New Jersey 07481 and known as Lot 7, Block 236 on the Tax Map of
the Township of Wyckoff, KARL KERN and MARGARET ROGERS, owners of
646 Wyckoff Avenue, Wyckoff, New Jersey 07481 and known as Lot 8,
Block 236 on the Tax Map of the Township of Wyckoff, and DIRNAN
INC., owner of 648 Wyckoff Avenue, Wyckoff, New Jersey 07481 and
known as Lot 9, Block 236 on the Tax Map of the Township of
Wyckoff, hereinafter referred to as the "Grantees".

Transfer of Ownership and Consideration (N.J.S.A. 46:15-6).
The Grantor, for and in consideration of the payment of One
Dollar (\$1.00) and other good and valuable consideration received
from the Grantees, hereby grants and conveys to the Grantees, as
well as their heirs, grantees, successors, assigns, agents,
servants, employees, tenants, visitors, licensees and invitees, a
permanent and perpetual easement for the purpose to use any and
all parking spaces located on the property owned by the Grantor,
known and designated as Lots 1 & 2 in Block 236 on the Tax Map of
the Township of Wyckoff. This easement includes the right to
enter, exit, pass and travel through the parking area and lands
located at Lots 1 & 2 in Block 236 to the extent necessary to
permit use of the parking spaces on Lots 1 & 2 in Block 236 to
permit interior block and common parking for Lots 1, 2, 3, 4, 5, 6, 7,
8, and 9 in Block 236, and to permit the Township of Wyckoff to
construct and maintain such interior block and common parking
area, as may be necessary, all for the benefit of the general
public, the Township of Wyckoff and adjoining properties within
Block 236, in accordance with the Township of Wyckoff, Central
Business Triangle Streetscape Master Plan, and any amendments
thereto, and as provided for in Section 186-26A(2) of the Zoning
Code of the Township of Wyckoff and any and all amendments
thereto.

Consideration: EXEMPT
Realty Transfer: EXEMPT
Fees: 3.00
Tot: 3.00 By 

0765564

00 JUN 21 PM 2:33

Kathleen J. Anderson
COUNTY CLERK

RECORDED-BERGEN COUNTY

TOGETHER WITH the right and privilege in the Grantees, as well as their heirs, grantees, successors, assigns, agents, servants, employees, tenants, visitors, licensees and invitees, of ingress and egress in, over, upon, under and through the said lands and for the use of the parking spaces on said lands, in accordance with the Township of Wyckoff, Central Business Triangle Streetscape Master Plan, and any amendments thereto, and as provided for in Section 186-26A(2) of the Zoning Code of the Township of Wyckoff and any and all amendments thereto.

The Grantor, covenants and agrees that it will not erect or cause to be erected, installed or placed upon the above described easement any improvement, tree, shrub or vegetation of any kind which would restrict in anyway the use of the above described easement for the purposes herein expressed.

It is further understood and agreed that the easement granted herein is perpetual and is to be held by the respective grantees and by their heirs, grantees, successors and assigns and shall run with the lands owned by the respective grantor and grantees.


Wherever in this Deed of Easement any party shall be designated or referred to by name of general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representative, grantees, mortgagees, successors and assigns" have been inserted after each and every designation.

In Witness Whereof, the Grantor has hereunto set its hand and seal the day and year first above written.

Witness:


ANNE GALLUCCIO, Asst. Secretary

LAKELAND BANK, GRANTOR:

By: 
ARTHUR L. ZANDE, President

TOWNSHIP OF WYCKOFF
ENGINEERING DEPARTMENT

T C
Landel
✓ CFO
✓ Clerk

SCANNED

JUL 06 2018

RE Lakeland
Bank -
Development
Escrow

MEMORANDUM

TO: Robert Shannon, Township Administrator
FROM: Mark A. DiGennaro, P.E., Township Engineer
DATE: July 6, 2018
CC: Rob Landel, Township Attorney
RE: Lakeland Bank – Development Escrow on Deposit

As you are aware, Lakeland Bank representative, Lester Lucas, was referred to me by the Clerk and CFO to answer questions regarding the status of escrow funds on deposit with the Township. After reviewing all of the information I requested from the Clerk and CFO regarding this matter, I have arrived at the following conclusions:

1. The Lakeland Bank Resolution of Planning Board Approval is dated 12/7/1998 and stipulates a voluntary cash contribution in the amount of \$30,000.00 to be placed in escrow toward the construction of the Interior Block Parking Plan, when and if, such plan is implemented.
2. Deed of Easement and Agreement for Interior Block Parking made on June 8, 2000 was recorded at Bergen County on June 21, 2000.
3. There currently exists on deposit with the Township the following:
 - \$30,000.00 – Per the resolution described above.
 - \$10,000.00 – Unsubstantiated deposit listed on deposit identified on trust account verification form as “performance guarantee for future ramps and interior block parking”.
 - \$500.00 performance guarantee for parking lot striping which was authorized to be released by resolution #01-90. It appears funds remain on deposit in acct# T-12-56-810-810.
 - Accrued interest in the amount of \$1,382.10 on deposit in Accutrack #2425.

Based on my review of the file and the above information, it would appear that the only deposit which can be verified as being required to remain on deposit with the Township per the resolution of approval listed above is the \$30,000.00 for the interior block parking plan. Since I have not found any supporting information to document the requirement of the \$10,000.00, it would appear reasonable to return this amount to the applicant together with the \$500.00 for the parking lot striping which was supposed to have already been refunded in 1990.

For further discussion, the Township may wish to consider the necessity to continue to hold escrow deposits for purposes of guaranteeing the fulfilment of the Interior Block Parking plan despite having recorded deed of easements to ensure that purpose. It may also wish to consider the practicality and reasonableness of administering large sums of cash for periods of time which may be indefinite should the interior parking plan never be implemented.

Please provide guidance on the above and your authorization to release the funds recommended, if you agree.

I have attached copies of the pertinent information.

following conditions: a voluntary \$30,000.00 cash contribution immediately would be put into escrow toward the construction of the Interior Block Parking Plan when and if such plan is implemented, and the property immediately would be graded to accept the Interior Block Parking Plan when and if implemented, and a Developer's Agreement would be signed by the applicant including a provision dealing with the Interior Block Parking Plan and an additional provision requiring execution of cross easements in order to implement such Interior Block Parking Plan. Additional conditions are use of brick pavers for sidewalks on all frontages and handicap ramps by the Applicant and the Applicant will provide the Township of Wyckoff with a road widening easement with regard to Wyckoff Avenue. The Applicant shall also comply with any existing or future regulations set forth in the zoning ordinance of the Township of Wyckoff pertaining to signs and the Interior Block Parking Plan. This approval is also subject to the approval of the Bergen County Planning Board.

BE IT FURTHER RESOLVED that the Wyckoff Planning Board hereby determines that the variances hereby granted constitute "flexible" variances under N.J.S.A. 40:55-D-70c(2), due to the fact that the benefits of the residents of Wyckoff as a whole outweigh the detriments in allowing the variations from the minimum standards of the Wyckoff Code, Zoning, on maps 1 and 2, and of such variances which are pre-existing this application.

BE IT FURTHER RESOLVED that in granting such variances the Board finds and concludes that there is no substantial detriment to the public good and that it will not substantially impair the intent and purpose of Wyckoff Zone Plan and Zoning Ordinance

TOWNSHIP OF WYCKOFF

COUNTY OF BERGEN
STATE OF NEW JERSEY

RESOLUTION #01-90

INTRODUCED: *Galenkamp* SECONDED: *Avia*

MEETING DATE: February 20, 2001 REFERENCE: Return escrow -
Lakeland Bank
driveway striping

VOTE: MC NAMARA SMITH GALENKAMP SHOTMEYER AVIA

WHEREAS, Mr. Bruce Bohuny, President of Brooks Ltd Builders Company Inc. posted with the Municipal Clerk \$500.00 to stripe the parking lot of Lakeland Bank (236/1&2); and,

WHEREAS, Mr. Bruce Bohuny is requesting the return of the escrow money; and,

WHEREAS, the Township Engineer in a letter recommends the release of said escrow for parking lot striping.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey as follows:

1. The Township Committee does hereby accept the recommendation of the Township Engineer.
2. The \$500.00 escrow for parking lot striping at Lakeland Bank (236/1&2) shall be returned to the developer, Mr. Bruce Bohuny.
3. The Township Clerk will forward copies of this resolution to Mr. Bruce Bohuny, Vice President, Brooks Ltd Builders, 693 Wyckoff Ave., Wyckoff, NJ 07481.

CERTIFICATION

I, JOYCE C. SANTIMAURO, MUNICIPAL CLERK OF THE TOWNSHIP OF WYCKOFF, CERTIFY THE ABOVE TO BE A TRUE AND CORRECT COPY OF A RESOLUTION AS ADOPTED BY THE TOWNSHIP COMMITTEE ON FEBRUARY 20, 2001.

Joyce C. Santimauro
JOYCE C. SANTIMAURO
MUNICIPAL CLERK

WYCKOFF
NOTIFICATION
ER.

6/12/00

**THE OFFICE MUST HAVE DEVELOPER FILL OUT IRS FORM W9 IF
REVENUE OVER \$5,000.00**

DEVELOPER SHALL SERVE NOTICE TO ESTABLISH A TRUST ACCOUNT FOR:

LOT: 236/1

ADDED BLOCK/LOTS: _____

DEVELOPMENT NAME:
(AS APPEARS ON APPROVED MAP)
DATE OF FINAL APPROVAL: Lakeland Bank

LOCATION OF DEVELOPMENT:
(STREET ADDRESS) Wychoff / Clinton Avenues

DEVELOPERS NAME:
SOCIAL SECURITY #: _____
ADDRESS: Lakeland Bank
PHONE: (Mike Minatelli 847-2480)

~~PL. BD./BD. OF ADD.
ACCOUNT NUMBER:~~

PERFORMANCE GUARANTEE CASH: 1) Performance guarantee
of future ramp, of interior
block parking - \$10,000.00,

ENGINEERING/ESCROW CASH: 2) performance guarantee -
implementation of interior,
block parking -

TRUST _____ ACCUTRACT X ACCUTRACT BANK A/C# \$30,000.00
0-14-56-830-887

DATE OF ANY ASSIGNMENT: _____

ASSIGNEE NAME: _____
ADDRESS: _____
PHONE: _____

DATE COMPLETED BY TREASURER: _____

LOTUS:TRTACC

slight # 0060

WORD & RETURN TO:

Phillip A. Tornetta, Esq.
Attorney At Law
37 Wyckoff Avenue
Wyckoff, NJ-07481

Prepared by:

[Signature]
PHILLIP A. TORNETTA, ESQ.

DEED OF EASEMENT AND AGREEMENT FOR INTERIOR BLOCK
PARKING

This Deed of Easement and Agreement for Interior Block Parking is made on June 8, 2000,

BETWEEN

LAKELAND BANK, a banking corporation of the State of New Jersey, with offices at 250 Oak Ridge Road Oak Ridge, New Jersey 07438, and owner of Lots 1 & 2, Block 236 as designated on the Tax Map of the Township of Wyckoff and known as the address 652 Wyckoff Avenue, hereinafter referred to as the "Grantor",

AND

THE TOWNSHIP OF WYCKOFF, a municipality of the State of New Jersey, with its principal office at Memorial Town Hall, Scott Plaza Wyckoff, New Jersey 07481, ABBCAB ASSOC. LLC, owners of 235 Everett Avenue, Wyckoff, New Jersey 07481 and known as Lot 3, Block 236 on the Tax Map of the Township of Wyckoff, VICTOR LUCIA, JR. DMD, owner of 237 Everett, Wyckoff, New Jersey 07481 and known as Lot 4, Block 236 on the Tax Map of the Township of Wyckoff, JOHN (V) KINO and HANNAH KINO, owners of 241 Everett Avenue, Wyckoff, New Jersey 07481 and known as Lot 5, Block 236 on the Tax Map of the Township of Wyckoff, NADANN REALTY CO. LLC, owner of 640 Wyckoff Avenue, Wyckoff, New Jersey 07481 and known as Lot 6, Block 236 on the Tax Map of the Township of Wyckoff, KERN & ROGERS REALTY INC. owner of 642 Wyckoff Avenue, Wyckoff, New Jersey 07481 and known as Lot 7, Block 236 on the Tax Map of the Township of Wyckoff, KARL KERN and MARGARET ROGERS, owners of 646 Wyckoff Avenue, Wyckoff, New Jersey 07481 and known as Lot 8, Block 236 on the Tax Map of the Township of Wyckoff, and DIRNAN INC., owner of 648 Wyckoff Avenue, Wyckoff, New Jersey 07481 and known as Lot 9, Block 236 on the Tax Map of the Township of Wyckoff, hereinafter referred to as the "Grantees".

Transfer of Ownership and Consideration (N.J.S.A. 46:15-6). The Grantor, for and in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration received from the Grantees, hereby grants and conveys to the Grantees, as well as their heirs, grantees, successors, assigns, agents, servants, employees, tenants, visitors, licensees and invitees, a permanent and perpetual easement for the purpose to use any and all parking spaces located on the property owned by the Grantor, known and designated as Lots 1 & 2 in Block 236 on the Tax Map of the Township of Wyckoff. This easement includes the right to enter, exit, pass and travel through the parking area and lands located at Lots 1 & 2 in Block 236 to the extent necessary to permit use of the parking spaces on Lots 1 & 2 in Block 236 to permit interior block and common parking for Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 in Block 236, and to permit the Township of Wyckoff to construct and maintain such interior block and common parking area, as may be necessary, all for the benefit of the general public, the Township of Wyckoff and adjoining properties within Block 236, in accordance with the Township of Wyckoff, Central Business Triangle Streetscape Master Plan, and any amendments thereto, and as provided for in Section 186-26A(2) of the Zoning Code of the Township of Wyckoff and any and all amendments thereto.

Consideration: \$1.00
Realty Transfer: EXEMPT
Fees: 3.00
Tot: 3.00 By *[Signature]*

076564

00 JUN 21 PM 2:33

Katherine A. Sanderson
COUNTY CLERK

RECORDED-BERGEN COUNTY

**TOWNSHIP OF WYCKOFF
COUNTY OF BERGEN
STATE OF NEW JERSEY
RESOLUTION #18-C19**

INTRODUCED:

SECONDED:

MEETING DATE: August 7, 2018

REFERENCE: Closed Session –

VOTE: BOONSTRA __ MADIGAN __ RUBENSTEIN __ SHANLEY __ SCANLAN __

WHEREAS, the Township Committee of the Township of Wyckoff is subject to certain requirements of the "Open Public Meetings Act", N.J.S.A. 10:4-12, et seq.; and,

WHEREAS, the "Open Public Meetings Act", N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and,

WHEREAS, it was necessary for the Township Committee of the Township of Wyckoff to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

a. NJSA 10:4-12b(5) Acquisition of Property

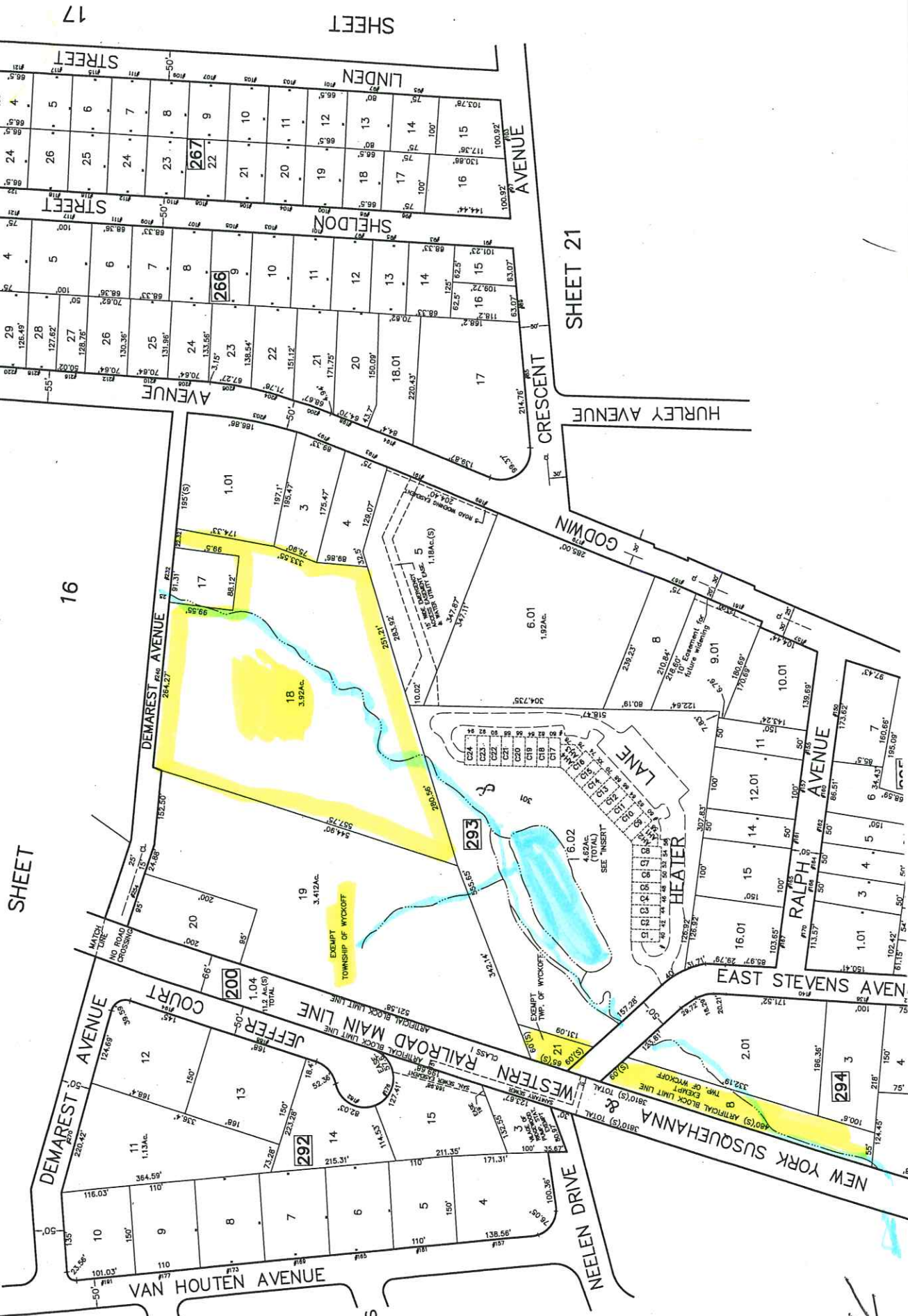
NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey assembled in public session on August 7, 2018, hereby authorize, that an Executive Session closed to the public shall be conducted on August 7, 2018, in the Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey 07481, for the discussion of matters relating to the specific items designated above.

BE IT FURTHER RESOLVED, that the minutes of the said closed session will be made public when the Township Committee of the Township of Wyckoff determines the reason for the minutes to remain closed no longer exists and the Municipal Clerk shall attach to this resolution when completed the Closed Session Meeting Minutes related to the specific items designated above.

CERTIFICATION

I, JOYCE C. SANTIMAURO, MUNICIPAL CLERK OF THE TOWNSHIP OF WYCKOFF HEREBY CERTIFIES THIS RESOLUTION TO BE A TRUE AND CORRECT COPY OF THE RESOLUTION AS ADOPTED BY THE WYCKOFF TOWNSHIP COMMITTEE.

JOYCE C. SANTIMAURO
MUNICIPAL CLERK



SHEET 16

SHEET 17

SHEET 21

HARDING ROAD

DEMAREST AVENUE

VAN HOUTEN AVENUE

CRESCENT AVENUE

GODWIN AVENUE

HEATER LANE

EAST STEVENS AVENUE

NEW YORK SUSQUEHANNA

NEELEN DRIVE

Parcel #	Area (Ac)	Dimensions
1	0.01	100' x 100'
2	0.01	100' x 100'
3	0.01	100' x 100'
4	0.01	100' x 100'
5	0.01	100' x 100'
6	0.01	100' x 100'
7	0.01	100' x 100'
8	0.01	100' x 100'
9	0.01	100' x 100'
10	0.01	100' x 100'
11	0.01	100' x 100'
12	0.01	100' x 100'
13	0.01	100' x 100'
14	0.01	100' x 100'
15	0.01	100' x 100'
16	0.01	100' x 100'
17	0.01	100' x 100'
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24	0.01	100' x 100'
25	0.01	100' x 100'
26	0.01	100' x 100'
27	0.01	100' x 100'
28	0.01	100' x 100'
29	0.01	100' x 100'
30	0.01	100' x 100'

Parcel 17

Parcel 18

Parcel 19

Parcel 20

Parcel 21

Parcel 22

Parcel 23

Parcel 24

Parcel 25

Parcel 26

Parcel 27

Parcel 28

Parcel 29

Parcel 30

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Parcel 90

Parcel 91

Parcel 92

Parcel 93

Parcel 94

Parcel 95

Parcel 96

Parcel 97

Parcel 98

Parcel 99

Parcel 100

Robert Shannon

From: Diana McLeod
Sent: Tuesday, July 31, 2018 9:06 AM
To: Robert Shannon
Subject: RE: Request for Info.

Afford Hsg \$527,385
Mun Open Space \$1,081,667

Diana McLeod
Chief Financial Officer/Tax Collector
Memorial Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481
201-891-7000 x105

Note: You are advised that this e-mail and all responses to this e-mail, including all attachments, may constitute "public records" which may be obtained by any person filing a request under the Open Public Records Act (OPRA). There should be no expectation that the content of e-mails exchanged with municipal officials and employees will remain private.



Please consider the environment before printing this email.

From: Robert Shannon
Sent: Monday, July 30, 2018 5:21 PM
To: Diana McLeod <wyckoffcfo@wyckoff-nj.com>
Subject: Request for Info.

Please reply with balances as of today:

1. Affordable housing trust fund - \$
2. Municipal open space trust fund tax total - \$

Attention Township Committee Members: This email is for informational purposes only. Emails must not involve decision making or deliberative function of the governing body.

Bob Shannon
Township Administrator
Memorial Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481
201-891-7000 x104
201-891-9359 Fax
Sign up for Enews: www.wyckoff-nj.com

"Like" us on Facebook:

- *Wyckoff Local Government*
- *Wyckoff, NJ Office of Emergency Management*
- *Wyckoff Mayor's Wellness Campaign*
- *Wyckoff Police Department*
- *Wyckoff Recreation Department*

Follow us on Twitter: [@WyckoffTownship](https://twitter.com/WyckoffTownship)
Follow us on Instagram: [wyckoffnj](https://www.instagram.com/wyckoffnj)



3.92
acres

Block/Lot/Qual:	293. 18.	Tax Account Id:	2250
Property Location:	240 DEMAREST AVE	Property Class:	2 - Residential
Owner Name/Address:	SHIN, JUNG WON 1402816 COURT ST, SE MILLICIEK, WA 98012	Land Value:	655,500
		Improvement Value:	56,000
		Exempt Value:	0
		Total Assessed Value:	711,500
		Additional Lots:	None
Special Taxing Districts:		Deductions:	

Taxes

Make a Payment		View Tax Rates		Project Interest			
Year	Due Date	Type	Billed	Balance	Interest	Total Due	Status
2018	02/01/2018	Tax	3,130.60	0.00	0.00	0.00	PAID
2018	05/01/2018	Tax	3,130.60	0.00	0.00	0.00	PAID
2018	08/01/2018	Tax	3,219.54	3,219.54	0.00	3,219.54	OPEN
	Total 2018		9,480.74	3,219.54	0.00	3,219.54	
2017	02/01/2017	Tax	3,080.80	0.00	0.00	0.00	PAID
2017	05/01/2017	Tax	3,080.79	0.00	0.00	0.00	PAID
2017	08/01/2017	Tax	3,151.95	0.00	0.00	0.00	PAID
2017	11/01/2017	Tax	3,208.86	0.00	0.00	0.00	PAID
	Total 2017		12,522.40	0.00	0.00	0.00	
2016	02/01/2016	Tax	3,047.00	0.00	0.00	0.00	PAID
2016	05/01/2016	Tax	3,047.00	0.00	0.00	0.00	PAID
2016	08/01/2016	Tax	3,132.38	0.00	0.00	0.00	PAID
2016	11/01/2016	Tax	3,096.80	0.00	0.00	0.00	PAID
	Total 2016		12,323.18	0.00	0.00	0.00	
Last Payment: 05/04/18							

[Return to Home](#)

To: Township Committee

From: Robert J. Shannon, Township Administrator

Date: 1/19/18

Subject: 240 Demarest Avenue Update

As reported in 2017 and as discussed with the neighbors across the street, Mr. and Mrs. Carl Rizzo, the abandon and unoccupied building has been a continued source of complaints for many years.

Mr. Garlick was able to learn that the bank holding the mortgage filed a motion for final judgement. As I understand the process, this is expected to result in the judge issuing an order to the bank granting them the right to the property. The bank would then file with the Bergen County Sheriff's Office a motion to own the property. I believe the bank can either sell the property directly or if the mortgage contract has language to the contrary, the bank may have to sell it via a Sheriff's sale.

Tom has located an amount on the Sheriff's website of \$431,681.69 as outstanding for this property. I realize the Township Committee has not fully vetted the suggestion of acquiring this property, but by doing so it would protect the wetlands and help with special needs housing as the funds are available in the Affordable Housing Trust Fund. In anticipation of such a conversation, I have asked Tom to inquire as to the bank's ability to sell to the Township at a discounted price.

I will also ask Tom to request that any notice of sale reflect that a majority of the property is wetlands. I would prefer to avoid the same problems over again with a new buyer who thinks for the price that they are obtaining 3.92 acres of land that can be developed. This property connects to the Townships "string of wetlands" in this area and would be effective for preserving wetlands and flood control.

Robert J. Shannon
Township Administrator

Cc: Robert Landel, Township Attorney
Thomas Garlick, Esq.

LANDEL, BERNSTEIN & KALOSIEH, LLP

Attorneys at Law

279 Franklin Avenue
Wyckoff, New Jersey 07481

Telephone: (201) 891-6955
Facsimile: (201) 891-7420

Robert E. Landel, Esq.*
Ari G. Bernstein, Esq. +
Joseph G. Kalosich, Esq. #

Thomas S. Garlick, Esq. +

Of Counsel:

Hon. Edward V. Torack, J.S.C. (Ret.) **

* Admitted in NJ
+ Admitted in NJ, NY
LL.M. in Taxation
Admitted in NJ, NY & DC
** Court-Approved Mediator

New York Office
4180 Purchase Street
Purchase, NY 10577
Tel: (914) 524-7375

SCANNED

JUN 23 2017

RE 240 Demarest Ave

CC: TC
L
Fred

June 22, 2017

Via Certified Mail

Sheera G. Engrissei, Esq.
McCabe, Weisberg & Conway, P.C.
216 Haddon Avenue, Suite 201
Westmont, New Jersey 08108

Re: HSBC Bank USA, N.A. v. Jung Won Shin
Docket No. F-016001-10
Your File No. 15-205457
Address: 240 Demarest Avenue, Wyckoff, New Jersey 07481

Dear Ms. Engrissei:

Please be advised that our firm represents the Township of Wyckoff. The Township has received many complaints over the past several years from concerned neighbors regarding the property located at 240 Demarest Avenue, Wyckoff, New Jersey 07481. Specifically, the property has been in an abandoned state for almost a decade. Over the years, the property has been vandalized and broken into on many occasions. The Police Department has been contacted numerous times to investigate suspicious activity that the house now attracts.

It has come to my attention that your office represents HSBC Bank USA, N.A. in the above referenced matter. By reviewing the case through eCourts, I have learned that this foreclosure matter is still currently active, with an Order entered recently by the Hon. Robert P. Contillo, J.S.C., on March 3, 2017 permitting the filing of a second amended complaint.

Pursuant to New Jersey Statute 46:10B-51(a)(1):

A creditor serving a summons and complaint in an action to foreclose on a mortgage on residential property in this State [New Jersey] shall, within 10 days of serving the summons and complaint, notify the municipal clerk of the municipality in which the property is located that a summons and complaint in an

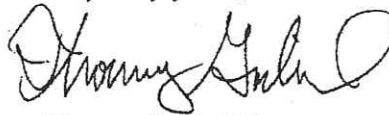
action to foreclose on a mortgage has been filed against the subject property. The notice shall contain the name and contact information for the representative of the creditor who is responsible for receiving complaints of property maintenance and code violations, may contain information about more than one property, and shall be provided by mail or electronic communication, at the discretion of the municipal clerk. *In the event the creditor that has served a summons and complaint in an action to foreclose on a residential property is located out-of-State, the notice shall also contain the full name and contact information of an in-State representative or agent who shall be responsible for the care, maintenance, security, and upkeep of the exterior of the property if it becomes vacant and abandoned.* [Emphasis added.]

The Township of Wyckoff had no knowledge as to the foreclosure proceeding against Jung Won Shin until a recent phone call with Rushmore Loan Management Services, LLC, a California based company which is servicing the mortgage on the subject property.

Therefore, as the foreclosure proceeding has already been initiated, please immediately provide the above statutorily required information to my office on behalf of the municipal clerk. Specifically, please provide the name and contact for the representative *in New Jersey* responsible for receiving complaints regarding the property's maintenance and code violations. The Township hopes that by opening communication with the designated representative, the property will be properly maintained during the foreclosure proceeding until such time that the property is sold, and ultimately avoid the issuance of property maintenance violations.

Thank you in advance for your anticipated cooperation with this matter. Please feel free to contact me to further discuss this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Thomas S. Garlick", written in a cursive style.

Thomas S. Garlick

cc: Bob Shannon - Wyckoff Township Administrator

LANDEL, BERNSTEIN & KALOSIEH, LLP

Attorneys at Law

279 Franklin Avenue
Wyckoff, New Jersey 07481

Telephone: (201) 891-6955
Facsimile: (201) 891-7420

New York Office
4180 Purchase Street
Purchase, NY 10577
Tel: (914) 524-7375

Robert E. Landel, Esq.*
Ari G. Bernstein, Esq. +
Joseph G. Kalosieh, Esq. #

Thomas S. Garlick, Esq. +

Of Counsel:

Hon. Edward V. Torack, J.S.C. (Ret.) **

- * Admitted in NJ
- + Admitted in NJ, NY
- # LL.M. in Taxation
Admitted in NJ, NY & DC
- ** Court-Approved Mediator

June 16, 2017

Via Regular Mail

Collin Knowles
Rushmore Loan Management Services, LLC
PO Box 52262
Irvine, CA 92619

Re: 240 Demarest Avenue, Wyckoff, New Jersey 07481
Owner: Jung W. Shin

Dear Mr. Knowles:

Please be advised that our firm represents the Township of Wyckoff. The Township has received many complaints over the past several years from concerned neighbors regarding the property located at 240 Demarest Avenue, Wyckoff, New Jersey 07481. Specifically, the property has been in an abandoned state for almost a decade. Over the years, the property has been vandalized and broken into on many occasions. The Police Department has been contacted numerous times to investigate suspicious activity that the house now attracts.

The Township has become informed that Rushmore Loan Management is the loan servicer for the mortgage on the property. We have also been advised through telephone conversations with your company that the current owner, Jung Won Shin, is currently in foreclosure on this property.

Pursuant to New Jersey Statute 46:10B-51(a)(1):

A creditor serving a summons and complaint in an action to foreclose on a mortgage on residential property in this State [New Jersey] shall, within 10 days of serving the summons and complaint, notify the municipal clerk of the municipality in which the property is located that a summons and complaint in an action to foreclose on a mortgage has been filed against the subject property. The

notice shall contain the name and contact information for the representative of the creditor who is responsible for receiving complaints of property maintenance and code violations, may contain information about more than one property, and shall be provided by mail or electronic communication, at the discretion of the municipal clerk. *In the event the creditor that has served a summons and complaint in an action to foreclose on a residential property is located out-of-State, the notice shall also contain the full name and contact information of an in-State representative or agent who shall be responsible for the care, maintenance, security, and upkeep of the exterior of the property if it becomes vacant and abandoned.* [Emphasis added.]

The Township of Wyckoff had no knowledge as to the foreclosure proceeding against Jung Won Shin other than the information learned through phone calls with Rushmore very recently.

Therefore, as the foreclosure proceeding has already been initiated, please immediately provide the above statutorily required information to my office on behalf of the municipal clerk. Specifically, please provide the name and contact for the representative *in New Jersey* responsible for receiving complaints regarding the property's maintenance and code violations.

Thank you in advance for your anticipated cooperation with this matter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Thomas S. Garlick".

Thomas S. Garlick

cc: Bob Shannon - Wyckoff Township Administrator



TOWNSHIP OF WYCKOFF

MEMORIAL TOWN HALL

WYCKOFF, NEW JERSEY 07481-1907

TEL: 201-891-7000

FAX: 201-891-9359

June 9, 2017

SCANNED

JUN 09 2017

RE 240 Demarest

Abatement

Various
Issues

Jung W. Shin
3301 W. Service Rd.
Evans, CO 80620-1514

ABATEMENT NOTICE – Block 288 Lot 4 240 Demarest Ave. Wyckoff, NJ

Dear Property Owner,

The Township continues to receive complaints from residents regarding the condition of your vacant residential property. The vacant, boarded-up house is dilapidated, causing a blighting factor to the neighborhood, which is a violation of Twp. Code 152-11D. The following violations need to be abated:

1. Grass & weeds need to be cut and property needs a clean-up.
2. Brick steps are falling apart and is a safety hazard as well as an eyesore.
3. Doors are unsecured allowing entry into structure.
4. Gutters are full of debris and weeds and brush are growing out of them.
5. The boarded-up windows are an eyesore and advertise that the house is abandoned attracting people looking to cause criminal mischief.

These conditions have existed for fifteen years with no end in sight or communication from the owners or their agents. Therefore, if the above violations are not abated within thirty (30) days of this notice Municipal Summonses will be issued and daily penalties assessed as well as further actions as deemed necessary to eliminate this nuisance property that is creating a hazard to public health and safety.

Please contact my office as soon as possible at 201 891-7000 ext. 302.

Sincerely

Fred Depken
Zoning Officer

Cc: Township Attorney, Thomas Garlick
Rushmore Loan Management
Safegard Properties
Posted

Sent regular / certified mail
7007 0220 0000 5880 1172

County Program

1. **Land Acquisition Program:** The **Open Space Partnership Manual** is the guidance document governing the review and award of matching grants to municipalities and qualified non-profit organizations for the acquisition of land for recreation and conservation purposes.
 - The Division of Open Space is the grant administrator.
2. **Bergen County Park Improvement Program:** The Bergen County Department of Parks is responsible for submitting its requests for the development of new and/or the rehabilitation of existing County Park facilities to the Division of Open Space.
3. **Farmland Preservation Program:** The **Farmland Easement Purchase Guidelines** is the guidance document governing the grants to the County for the acquisition of farmland development easements from landowners who want to continue farming their land.
 - The Division of Open Space is the grant administrator.
4. **Historic Preservation Program:** The **Historic Preservation Grant Guidelines** is the guidance document governing grants for the acquisition, stabilization, rehabilitation, restoration, and preservation of historic sites; preservation planning documents, by the County, municipalities, and qualified non-profit organizations.
 - The Division of Cultural and Historic Affairs is the grant administrator.
5. **Floodplain Protection Program:** The **Floodplain Protection Program Manual** is the guidance document governing the grants for the acquisition of floodprone properties and restoring the land to a natural state useful for recreation and conservation purposes by County, municipalities, and qualified non-profit organizations.
 - The Division of Open Space is the grant administrator.

Municipal Park Improvement Program

The **Municipal Park Improvement Program Rules & Procedures Manual** is the guidance document governing the grants to Bergen County municipal governments for the development and/or the rehabilitation of municipal outdoor recreation facilities.

- The Division of Open Space is the program administrator.

All program governing documents are on file with the Division of Open Space.

V. INELIGIBLE CRITERIA

Projects ineligible for funds from any program category include, but are not limited to the following:

- A. Any maintenance, care, custodial, or policing expenditures associated with the acquisition of open space, and active or passive recreation.