

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, OCTOBER 19, 2021**

TOWNSHIP OF WYCKOFF

Open Public Meetings Act Notice

PLEASE TAKE NOTICE, that in accordance with the Open Public Meetings Act NJSA10:4-6 et seq., the Township Committee of the Township of Wyckoff shall conduct its 7:00 pm, Tuesday, October 19, 2021 Work Session meeting in the second floor court room at Wyckoff Town Hall, 340 Franklin Avenue, Wyckoff, NJ 07481 and the meeting will also be live-streamed via the Township of Wyckoff's YouTube channel and members of the public may attend the meeting to provide public comment or call 201-891-7000, ext. #2220 should they wish to provide public comment during the public comment period.

These measures are implemented to allow members of the public to observe the Township Committee meeting in person and via live streaming and to provide to the public the ability to comment telephonically during the period for public comment which appears on the agenda for the meeting.

This notice and agenda have been posted on the Township's home page Wyckoff-nj.com at the Quick Link for "Minutes & Agendas" on Friday, October 15, 2021. Please select "Township Committee" and locate the date of the meeting to view documents, such as resolutions and ordinances which are made available.

General instructions regarding access to the meeting will be posted on the Wyckoff web site's home page at www.wyckoff-nj.com as a "News" item on Friday, October 15, 2021 by 4:30 pm.

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NOTICE TO PUBLIC

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Nancy A. Brown
Acting Municipal Clerk

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TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, OCTOBER 19, 2021**

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE WORK SESSION MEETING
MUNICIPAL COURT ROOM**

TUESDAY, OCTOBER 19, 2021 - 7:00 P.M.

PAUSE – Municipal Clerk will post the link to the live meeting on our website's homepage.

1. **7:00 pm Work Session Meeting called to order by Mayor Melissa D. Rubenstein**
2. **Roll call of Township Committee**

BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES
3. **Reading of "Open Work Session" statement by Acting Clerk, Nancy A. Brown**
4. **Confirm Finance Committee has reviewed, and signed vouchers and that Mayor and Municipal Clerk have signed any necessary documents.**
5. **Motion to open the Ten (10) Minute Public Comment period:**

Ten Minute public comment period, two (2) minutes per speaker for public comment on any governmental issue that a member of the public feels may be of concern to the residents of the Township of Wyckoff.

Please step forward to the microphone or call 201-891-7000, ext. #2220 if you wish to make a comment.

MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES

Motion to close the Public Comment period:

MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES

6. **Review of 8:00 p.m. Business Meeting Agenda – Administrator**
7. **Review of Policy Action Items – Administrator**
8. **Reports of Township Committee Members**
9. **Report of Township Attorney**
10. **Motion to adopt resolution #21-C11 (B) and enter a Closed Session Discussion:**

MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES

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11. **Motion to Exit the Closed Session Discussion and to re-enter the Open Work Session:**
MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES
12. **Motion to Recess the Open Work Session to Conduct the Business Meeting:**
MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES
13. **Motion to Reconvene the Open Work Session and adopt resolution #21-C11 (A) and enter a Closed Session Discussion:**
MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES
14. **Motion to Exit the Closed Session Discussion and to re-enter the Open Work Session:**
MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA ABSTAIN MADIGAN ABSTAIN MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES
15. **Adjourn**
MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA ABSTAIN MADIGAN ABSTAIN MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES

**PAYMENT OF CLAIMS MAY BE PAID AT ALL WORK SESSION MEETINGS
AND ALL TOWNSHIP COMMITTEE BUSINESS MEETINGS**

FORMAL ACTION MAY BE TAKEN AT THIS WORK SESSION

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE OPEN WORK SESSION MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, OCTOBER 19, 2021 – 7:00 P.M.**

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Nancy A. Brown
Acting Municipal Clerk

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SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, OCTOBER 19, 2021 – 7:00 P.M.**

Mayor Melissa D. Rubenstein opened the Open Work Session Meeting at 7:00 p.m. in the second-floor municipal court room.

Present: Mayor Melissa D. Rubenstein, Committeemen Rudolf E. Boonstra, Thomas J. Madigan, Peter J. Melchionne and Timothy E. Shanley
Also Present: Acting Municipal Clerk Nancy Brown, Township Attorney Robert Landel and Thomas Garlick, Esq.

Absent: Township Administrator Robert J. Shannon

Nancy Brown, Acting Municipal Clerk read the Open Public Work Session statement: "This Open Public Work Session Meeting of the Wyckoff Township Committee is now in session. In accordance with the Open Public Meetings Act, notice of this meeting appears on our Annual Schedule of meetings. A copy of said Annual Schedule has been posted on the Bulletin Board in Memorial Town Hall; a copy has been filed with the Municipal Clerk, The Record, The Ridgewood News and the North Jersey Herald and News – all newspapers having general circulation throughout the Township of Wyckoff. At least 48 hours prior to this meeting the Agenda thereof was similarly posted, filed and e-mailed to said newspapers. The Agenda with the resolutions and ordinances to be considered was posted on the Township's website at "Minutes & Agendas" on the Friday prior to this evening's meeting."

Mayor Rubenstein opened the meeting for the ten (10) minute public comment period, two (2) minutes per speaker for public comment on any governmental issue that a member of the public feels may be of concern to the residents of the Township of Wyckoff. Please call 201-891-7000, ext. 2220 if you wish to make a public comment at this time. Motion from Committeeman Shanley, seconded by Committeeman Melchionne, all voting yes to open the ten (10) minute public comment period.

No one came forward and no phone calls were received.

Committeeman Shanley motioned to close the public comment period, seconded by Committeeman Melchionne with an affirmative voice vote.

Policy Action Items:

The Township Administrator was not present this evening, therefore, the Acting Municipal Clerk advised the Township Committee of the following:

1. The possible addition of a resolution to the Consent Agenda was discussed. This resolution would designate a specific parking space in the Memorial Town Hall parking lot for "Veteran Parking Only." Police Chief Murphy would decide which parking space a sign would be installed to designate this parking space. After minimal discussion, the governing body determined to add the resolution to this evening's Agenda. The DPW Manager was asked to order the special parking sign for installation before Veterans Day on Thursday, November 11, 2021. A special thank you to Denise Capparelli, Special Projects Coordinator for this idea.
2. A request from a Franklin Lakes resident at 673 Vance Avenue was received to connect to the Wyckoff sanitary sewer system. This item will be carried to a future meeting.

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Township Committee Reports:

Rudolf Boonstra:

1. Mr. Boonstra attended the PBA Cornhole Tournament at the Wyckoff Family YMCA this weekend and thought it was a great event.
2. Mr. Boonstra reported that he has received a number of requests with regard to the installation of a new type of residential solar panel designed by Tesla which resembles a roofing material. Currently, the Township ordinance states that solar panels are not permitted to be installed on the front exposure of any residence in order to protect real estate values in the township. Furthermore, solar panels are always "on" therefore, they are always "hot." Mr. Boonstra asked whether the current ordinance should be reviewed and/or modified by the Environmental Commission and Building Department so as to circumvent voluminous variance applications in the future. Mr. Boonstra asked the Township Attorney for guidance in this regard and also volunteered to chair a subcommittee on solar panels.
Committeeman Madigan made mention as to the benefits of a solar panel subcommittee. The first reason relates to the aesthetics of the solar panels and their resemblance genuine roof shingles. However, the second concern expounds from a safety standpoint specifically, the safety concerns of the Wyckoff Volunteer Fire Department when solar panels are in use at a call for assistance. Therefore, Mr. Madigan volunteered on the solar panel subcommittee.
3. The Semi-Annual Shredding Event was conducted on Friday, October 15, 2021 at the Wyckoff Community Park. Styrofoam was also collected at the event where more than double the amount was collected than at the Spring Shredfest. Mr. Boonstra and Environmental Commissioner Beth Fischer delivered the material to Polymolding located in Haskell.
4. The Wyckoff Environmental Commission met last evening. A determination was reached to retain the current number of Junior Commissioners (3) in the future.
5. Mr. Boonstra advised that the locksmith will install a Knox Box at the Zabriskie House tomorrow. The Zabriskie House Trustees inquired what social distancing protocols and/or COVID related cautionary behavior should be established when the Zabriskie House Open House Tours are scheduled this Fall and Winter.
6. Bergen County began milling a section of Wyckoff Avenue, between Russell Avenue and West Shore Drive today.

Timothy Shanley:

1. The Recreation Advisory Board met last evening and the following update is provided: a) Travel baseball tryouts for nine (9) U to thirteen (13) U are completed, b) Eight (8) U will be completed in February however, the Board is considering creating a seven (7) U team as well because 44 boys have signed up and 12 additional boys are on a waiting list; c) there will be no tryouts for the fourteen (14) U's – they will all be on the same team. The Board voted to limit the number of coaches in the dugout due to the number of teams which had seven (7) coaches. The dugout will be limited to the head coach, two (2) assistants and a scorekeeper. Travel softball tryouts are underway as well as lacrosse registration. An issue arose with regard to Franklin Lakes inability to field a girls softball

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team, therefore, a decision was reached to accept several players to play on the Wyckoff team.

There was a request to have the names of players placed on the back of football jerseys, basketball jerseys, baseball jerseys and softball jerseys. However, the Board determined to deny this request. Presently, the junior and senior football teams are undefeated. Unfortunately, the Peewees have won only one (1) game. Mayor Rubenstein noted that the travel girls' basketball registration begins the first week of November.

2. Mr. Shanley attended the Wyckoff PBA Cornhole Tournament at the Wyckoff Family YMCA and described the event as fabulous. At the event, Mr. Shanley won an auction for Giants tickets which he donated.

Thomas J. Madigan:

1. The Wyckoff K-8 Board of Education Meeting was conducted last night. There were two (2) points of interest announced at the meeting: student enrollment is improving from the many new residents. However, the percentage of eighth grade students attending private high schools has risen from the traditional 7-8% of the graduating class to more than 18% of last years graduates attending private high schools.
2. The Semi-Annual Shredfest was conducted on Friday, October 15, 2021 at the Wyckoff Community Park. The event was well organized and well attended.
3. The Wyckoff Seniors have resumed their meetings at the Larkin House. Members are awaiting the purchase of a new microphone system to assist at the meetings.
4. Mr. Madigan also attended the PBA Cornhole Tournament on Saturday, October 15, 2021. He thanked the Wyckoff Family YMCA for facilitating the event. This past weekend was Law Enforcement Weekend therefore, it was an appropriate day for the charity event. Mr. Madigan saluted the Wyckoff Police Department for their commitment to the Wyckoff Community.
5. The New Provident Bank located on Franklin Avenue is holding their Grand Opening Celebration on Thursday, October 21, 2021.

Peter Melchionne:

1. Mr. Melchionne attended the PBA Cornhole Tournament this past Saturday where a great turnout was realized. Weather was perfect.
2. The Wyckoff Board of Health Meeting was conducted on Thursday, October 14, 2021. However, Mr. Melchionne was unable to attend due to a Special Township Committee Meeting.

Mayor Rubenstein:

1. Mayor Rubenstein was contacted by a number of families who would like to work with the Bergen County United Way to establish another home for individuals with special needs. Any suggestions on a location for the home can be discussed at a future meeting.

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2. Mayor Rubenstein advised that at the Wyckoff K-8 Board of Education Meeting, the Equality for All Club was approved. Congratulations to Eisenhower Middle School 7th grade students, Sophia and Juliette for their initiative in creating and establishing a club for equality and inclusion of all students.

Township Attorney Report:

1. There are two (2) Closed Session discussions scheduled for this evening.
2. Mr. Landel has been in communication with Bergen County and the seller of the Maple Lake property this week. It is anticipated that the Perfecting Deeds will be completed in the next few weeks.
Mayor Rubenstein asked if the deadlines for the grants have been extended. Mr. Landel responded that the grants have been extended into March 2022.

Motion to enter a Closed Session Discussion in accordance with Resolution #21-C11(B) from the Open Public Work Session Meeting at 7:25 p.m.:

MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES

Motion to exit the Closed Session Discussion at 7:59 p.m.:

MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES

Motion to Recess the Open Work Session to Conduct the Business Meeting at 8:00 p.m.:

MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES

Motion to Reconvene the Open Work Session and adopt resolution #21-C11(A) and enter a Closed Session Discussion at 8:12 p.m.:

MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES

Motion to Exit the Closed Session Discussion and to re-enter the Open Work Session at 8:35 p.m.:

MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA ABSTAIN MADIGAN ABSTAIN MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES

PAGE NO.

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SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, OCTOBER 19, 2021 – 7:00 P.M.

Adjourn the Open Work Session Meeting at 8:35 p.m.

MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA ABSTAIN MADIGAN ABSTAIN MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES



Melissa D. Rubenstein
Mayor



Nancy A. Brown
Acting Municipal Clerk

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TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, OCTOBER 19, 2021

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE BUSINESS MEETING
MUNICIPAL COURT ROOM
TUESDAY, OCTOBER 19, 2021 - 8:00 PM

1. Regular Meeting of the Wyckoff Township Committee called to order by Mayor Melissa D. Rubenstein

2. Flag Salute

3. Invocation

4. Reading of the "Open Public Meetings Act" statement by Nancy A. Brown

5. Roll Call of the Township Committee Members Present:

BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES

6. Request motion to open the Public Comment Period:

Public Comment period, five (5) minutes per speaker for public comment on any governmental issue that a member of the public feels may be of concern to the residents of the Township of Wyckoff.

Please step forward to the microphone or call 201-891-7000, ext. #2220 if you wish to make a comment.

MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES

Request motion to close the Public Comment Period:

MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES

7. Approval of the October 5, 2021 Township Committee Work Session and Regular Business meeting minutes:

MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES

8. **Consent Agenda:** All matters listed below are considered by the Township Committee to be routine in nature. There will be no separate discussion of these items. If any discussion is desired by the Township Committee, that item will be removed from the Consent Agenda and considered separately:

I Resolutions (Adoption of the following):

- | | |
|---------|--|
| #21-277 | NJSA 54:3-21-29 Reduction of 2021 Tax Levy due to Tax Appeal Judgements |
| #21-278 | Authorization of Vouchers and Payment of Bills |
| #21-279 | Establish a Designated Parking Space for Veterans at Memorial Town Hall Campus |
| #21-280 | Approve EPL Manual |

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#21-281 Authorize Contract for CDL Mandate Compliance
#21-C11 Closed Session – A) Personnel, B) Pending

II Ordinances – Introduction

NONE

III Motions

A. Approve and memorialize the posting of temporary signs promoting Grace United Methodist Church's 5th annual cookie walk. Signs to be posted ten days in advance of the event held on Saturday, December 11, 2021.

B. Approve and memorialize the request of Chabad Jewish Center of NW Bergen County to conduct a Menorah lighting and celebration on the front lawn of Town Hall on Sunday, November 28, 2021, at 4:30 pm.

Clerk: May I have a motion and a second to approve the consent agenda?

The Following vote is the vote on the Consent Agenda:

MOTION:	SHANLEY	SECOND	MELCHIONNE
BOONSTRA	YES	MADIGAN	YES
SHANLEY	YES	RUBENSTEIN	YES

9. Ordinances – Public Hearing / Further Consideration:

NONE

10. Adjourn

Chair: May I have a motion to and a second to adjourn the Business Meeting?

MOTION:	SHANLEY	SECOND	MELCHIONNE
BOONSTRA	YES	MADIGAN	YES
SHANLEY	YES	RUBENSTEIN	YES

**PAYMENT OF CLAIMS MAY BE PAID AT ALL TOWNSHIP COMMITTEE
WORK SESSION MEETINGS AND ALL TOWNSHIP COMMITTEE
REGULAR MEETINGS**

FORMAL ACTION MAY BE TAKEN DURING THIS MEETING

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Meeting Called to Order

Mayor Melissa D. Rubenstein called the regular meeting of the Wyckoff Township Committee in the Municipal Court Room to order at 8:00 pm.

Flag Salute

The Township Committee proceeded with the Pledge of Allegiance led by Mayor Melissa D. Rubenstein.

Invocation

The Invocation was given by Committeeman Rudolf E. Boonstra

RE: Township Committee Meeting of Tuesday, October 19, 2021, 7:00 p.m. Work Session and 8:00 p.m. Business Meetings will be livestreamed, and public comments will be available telephonically.

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Attendance

Township Committee Present: Mayor Melissa D. Rubenstein; Committee Present: Rudolf E. Boonstra, Peter J. Melchionne, Thomas J. Madigan and Timothy E. Shanley.

Staff Present: Acting Municipal Clerk Nancy Brown and Township Attorney Robert Landel.

Staff Absent: Township Administrator Robert J. Shannon

Meeting Open for Public Comment

Committeeman Shanley made a motion to open the meeting for Public Comment; Seconded by Committeeman Melchionne. All voted in favor.

There being no callers after several minutes had passed and no one stepping forward, Mayor Rubenstein requested a motion to close the public comment period.

Committeeman Shanley made a motion to close the Public Comment Period; Seconded by Committeeman Melchionne. All voted in favor.

Approval of the October 5, 2021 Township Committee Work Session and Regular Business meeting minutes:

MOTION:	SHANLEY	SECOND	MELCHIONNE
BOONSTRA	YES	MADIGAN	YES
SHANLEY	YES	RUBENSTEIN	YES

With an affirmative vote, the motion is approved.

Consent Agenda: All matters listed below are considered by the Township Committee to be routine in nature. There will be no separate discussion of these items. If any discussion is desired by the Township Committee, that item will be removed from the Consent Agenda and considered separately:

I Resolutions (Adoption of the following):

#21-277 NJSA 54:3-21 Reduction of 2021 Tax Levy due to Tax Appeal Judgements

WHEREAS, N.J.S.A. 54:3-21 – 29, allows for property owners to appeal their assessed valuation for the taxing year; and,

WHEREAS, judgements from the County Board of Taxation and the State Tax Court have been made and received reducing the assessed value after the certification of the 2021 Tax Duplicate; and,

WHEREAS, these judgements would have caused a reduction in the total amount of taxes to be levied and collected in 2021; and,

WHEREAS, these reductions will result in a reduction to available surplus due to the reduction of the 2021 Tax Levy in the amount of \$162,963.43.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey, that the Tax Collector is hereby authorized and directed to adjust 2021 taxes due for the listed properties; and,

BE IT FURTHER RESOLVED, to make the appropriate reductions to the 2021 Tax Levy for these judgements and any future judgements as received.

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#21-278 Authorization of Vouchers and Payment of Bills

WHEREAS, the Township of Wyckoff is a municipality in the State of New Jersey operating under the authority from NJSA 40A:63-1 et seq; and,

WHEREAS, the Township of Wyckoff has received vouchers in claim for payment of materials supplied and/or services rendered; and,

WHEREAS, the said vouchers have been reviewed and the amount indicated on each voucher has been determined to be due and owing; and,

WHEREAS, the Township Committee has a practice of each Township Committee member participating in the reviewing and signing of vouchers; and,

WHEREAS, the vouchers which comprise this bill list have been reviewed and signed by two (2) Township Committee members and they have found them to in order; and,

WHEREAS, the Township Treasurer has certified that sufficient funds are available for payment of said vouchers.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff that the action of the said Finance Committee be approved; and, that the payments of these bills are hereby authorized and the Chief Financial Officer is directed to issue checks for their payments as listed on the bill list attached to this date's meeting minutes and covered by checks no. 19853 – 19871 Payroll A/C, Direct Deposit Vouchers no. 15555 - 15628, Library Payroll check nos. 1598 - 1601, Library Direct Deposit Vouchers no. 6662 - 6686, Claims Wire nos. 211004, 211005 & 211006, Claims check nos. 086548 – 086648 & 086651 & 086652 and Voided Claims checks no. 086649 - 086650.

#21-279 Establish a Designated Parking Space for Veterans at Memorial Town Hall Campus

WHEREAS, the Wyckoff Memorial Town Hall Campus is located at 340 Franklin Avenue; and,

WHEREAS, parking spaces exist around the Memorial Town Hall; and,

WHEREAS, Township Committee members have expressed a desire to establish one (1) parking space in the Memorial Town Hall Campus for parking exclusively by veterans.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey that one (1) parking space in the Memorial Town Hall Campus be designated and posted with a sign for parking by veterans and the Chief of Police shall select the parking space so designated.

BE IT FURTHER RESOLVED, that the Municipal Clerk shall provide a certified copy of this resolution to the Chief of Police, DPW Manager and Municipal Clerk.

#21-280 Approve EPL Manual

WHEREAS, the Township of Wyckoff is a member of the Bergen County Municipal Joint Insurance Fund; and,

WHEREAS, the Township Committee desires to adopt the updated Employment Practices Liability Manual (EPL) and procedures to obtain the greatest possible coverage and the lowest preferred deductibles; and,

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WHEREAS, the Township Administrator recommends the Township Committee approve the Employment Practices Liability Manual; and,

WHEREAS, the Township Committee appointed Labor Counsel has reviewed the EPL Manual and has approved it.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey that the Township of Wyckoff updated Employment Practices Liability Manual dated November 1, 2021, is hereby approved and the Township Administrator is instructed to submit the application to the Bergen County Municipal Joint Insurance Fund.

#21-281 Authorize Contract for CDL Mandate Compliance

WHEREAS, the Township of Wyckoff is mandated by Federal Law to comply with the CDL Mandate for random drug and alcohol testing; and

WHEREAS, in accordance with NJSA 40A:11-15, this contract award is subject to the availability and appropriation of sufficient funds in 2022.

NOW, THEREFORE, BE IS RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen State of New Jersey, that a contract is awarded to Valley Physician Services, 1400 Macarthur Boulevard, Mahwah, NJ 07430 for an amount not to exceed \$2,000.00

BE IT FURTHER RESOLVED that the Mayor and the Municipal Clerk are authorized to sign the attached agreement.

CERTIFICATE OF AVAILABLE FUNDS

I, DIANA MCLEOD, CHIEF FINANCIAL OFFICER OF THE TOWNSHIP OF WYCKOFF IN ACCORDANCE WITH NJAC 5:30-5.5 (b) 2 CERTIFY THAT THIS CONTRACT AWARD WHICH WOULD TAKE PLACE ON JANUARY 1, 2022, IS SUBJECT TO THE AVAILABILITY OF FUNDS APPROPRIATED IN THE 2022 ANNUAL BUDGET AND SUBSEQUENT ANNUAL BUDGETS AS REQUIRED. THE BUDGETORY ACCOUNTING ENCUMBRANCE PROCESS AS SET FORTH IN NJAC 5:30 (c) AND 5:30 – 5.4 (b) FOR EACH FISCAL YEAR SHALL TAKE THE PLACE OF AND BE USED INSTEAD OF WRITTEN CERTIFICATION OF AVAILABLE FUNDS AS SET FORTH IN NJAC 5:30-5.4(a).

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AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This AGREEMENT is made between Valley Physician Services (VPS) ("PROVIDER"), a professional Company having its principal place of business at 1400 MacArthur Blvd, Mahwah, NJ 07430 and Wyckoff, Township of ("MUNICIPALITY"), a Municipality having its address at Scott Plaza, Wyckoff, NJ 07481 on this date of October 13, 2021, which shall hereinafter be referred to as the execution date of this Agreement.

WHEREAS:

PROVIDER provides alcohol and drug testing services to companies to support workplace alcohol and drug testing programs and policies;

The MUNICIPALITY has a policy for alcohol and drugs abuse testing of applicants and/or employees and requires alcohol and drug testing services from PROVIDER.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this Agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises, covenants, and Agreements contained herein, the parties agree as follows:

SCOPE OF SERVICES

Alcohol tests are tests performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.

Drug tests are tests performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results.

DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, are tests performed in accordance with the regulatory requirements of the DOT/FTA for such testing, including all applicable procedural, personnel, and equipment requirements.

The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations.

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The following services are included in the per driver fee:

- Random
- Post Accident
- Reasonable Suspicion
- Return to Duty

All other testing will be done on a fee for service basis.

PROVIDER RESPONSIBILITIES

PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the MUNICIPALITY. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.

PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by PROVIDER to the MUNICIPALITY.

FIVE YEARS

- Alcohol tests ≥ 0.02 , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable
- Medical explanations of inability to provide specimens
- Calibration documentation for EBTs
- Substance abuse professional evaluations & related information

TWO YEARS

- Supervisory training BAT and drug screen collector training/certification
- Logbooks for drug and alcohol testing, if used
- Random selection records
- Agreements: testing - collection, laboratory, MRO, consortium

ONE YEAR

- Negative/canceled drug test results: alcohol test results < 0.02

Other (specify)

PROVIDER will not release individual test results to any person, without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit

PROVIDER from releasing, to MUNICIPALITY, it's agents or to officials of the DOT/FTA or DOT/FTA operating agency, or any State or local officials with regulatory Municipality over the testing program, individual test results, or from releasing individual test results or related information to comply with requests resulting from a legal action, including but not limited to, unemployment hearings, workers' compensation hearings, or other legal hearings, initiated by the tested individual.

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PROVIDER will make available to MUNICIPALITY, at location(s) of MUNICIPALITY's choosing, and at reasonable expense to MUNICIPALITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for MUNICIPALITY, except records containing confidential medical information, within two business days of notification by MUNICIPALITY of such request.

Reporting of results to MUNICIPALITY by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

MUNICIPALITY RESPONSIBILITIES

MUNICIPALITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of MUNICIPALITY.

MUNICIPALITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.

MUNICIPALITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.

MUNICIPALITY will notify PROVIDER of any responsibilities with regard to the MUNICIPALITY's Employee Assistance Program as it relates to alcohol and drug testing.

MUNICIPALITY represents that the means of obtaining results from the PROVIDER (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to MUNICIPALITY officials with a business need for the information only.

MUNICIPALITY authorizes PROVIDER to request specific information or to order additional tests as necessary or appropriate related to tests performed for MUNICIPALITY; MUNICIPALITY agrees to pay for additional costs and charges related to such information requests or additional testing performed. MUNICIPALITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by MUNICIPALITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

MUNICIPALITY acknowledges that alcohol testing results ≥ 0.04 or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

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ASSIGNED RESPONSIBILITIES

MUNICIPALITY and PROVIDER agree that responsibility for the following procedures and services are as designated below. The designee for each procedure or service agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

Selection/provision of alcohol testing services	MUNICIPALITY	PROVIDER	X	NOT APPLICABLE
Selection/provision of drug testing collections	MUNICIPALITY	PROVIDER	X	NOT APPLICABLE
Selection/provision of drug testing laboratory services	MUNICIPALITY	PROVIDER	X	NOT APPLICABLE
Random selection for drug and/or alcohol testing	MUNICIPALITY	PROVIDER	X	NOT APPLICABLE
Other (specify):	MUNICIPALITY	PROVIDER		NOT APPLICABLE
Other (specify):	MUNICIPALITY	PROVIDER		NOT APPLICABLE
Additional:				

FEES AND PAYMENT

Fees

Fees for services provided by PROVIDER to MUNICIPALITY will be in accordance with the *FEE SCHEDULE* hereby incorporated by attachment into this Agreement.

FEE CHANGES

The price for services rendered under this Agreement will not change unless PROVIDER notifies MUNICIPALITY in writing sixty (60) days in advance of a price change. If MUNICIPALITY does not agree to the new price, PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then current price for the duration of the Agreement, or may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.

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SIGNIFICANT CHANGES IN SERVICES PROVIDED

If during the term of this Agreement there is a significant change in the requirements of the PROVIDER, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, both parties agree to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement.

PAYMENT

PROVIDER will invoice MUNICIPALITY for all services provided on a quarterly basis. Quarterly payment schedule will be based on the number of drivers on the list provided by the Municipality on January 1st of the contract year. Reconciliation will be done in the third quarter of the contract year based on the number of drivers on the list provided by the Municipality. Payment terms are net thirty (30) days after the date of any invoice. In the case of failure of MUNICIPALITY to make timely payments, PROVIDER may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

GENERAL TERMS AND CONDITIONS

TERM

The term of this Agreement shall be for a period of one (1) year commencing on January 1, 2022, and terminating on December 31, 2022. The responsibilities and obligations and liabilities shall survive the term of this Agreement.

INDEPENDENT CONTRACTORS

Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.

RESPONSIBILITY FOR MUNICIPALITY POLICY AND PROGRAM

The parties understand and agree that PROVIDER does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that MUNICIPALITY has sole responsibility for all such decisions. PROVIDER shall not be responsible for any damages resulting from acts or omissions of the MUNICIPALITY under the MUNICIPALITY's substance abuse policy.

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SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement. Either party has the right to terminate this contract, for any reason whatsoever, upon 30-business day's notice by the terminating party.

FORCE MAJEURE

In no event shall PROVIDER have any responsibility or liability to MUNICIPALITY for any failure or delay in performance by PROVIDER which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances beyond the reasonable control of PROVIDER. Such causes and circumstances shall include but are not limited to acts of God, acts of MUNICIPALITY, acts, rules or regulations or orders of any governmental Municipality or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond PROVIDER's reasonable control.

WAIVER

The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.

INDEMNIFICATION

MUNICIPALITY shall indemnify, defend and hold harmless PROVIDER, PROVIDER's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the MUNICIPALITY, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of MUNICIPALITY or MUNICIPALITY's employees, agents, or related personnel. MUNICIPALITY agrees to indemnify and hold harmless PROVIDER, its parents, subsidiaries, and affiliates from any loss, damage, or claim brought by third parties (including MUNICIPALITY's tested individuals) resulting from any willful or negligent act or omission on the part of MUNICIPALITY or MUNICIPALITY's representatives.

PROVIDER shall indemnify, defend and hold harmless MUNICIPALITY, MUNICIPALITY's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of PROVIDER, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of PROVIDER or PROVIDER's employees, agents, or related personnel.

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PROVIDER agrees to indemnify MUNICIPALITY from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by PROVIDER or PROVIDER's employees, agents, or related personnel.

GOVERNING LAW

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of New Jersey including all matters of construction, validity and performance but without giving effect to New Jersey choice-of-law or conflict-of-law principles.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement between PROVIDER and MUNICIPALITY. This Agreement supersedes all prior Agreements, understandings, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and MUNICIPALITY.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- A. MUNICIPALITY agrees to comply with all federal laws and regulations applicable to the Health Insurance Portability and Accountability Act (HIPAA).
- B. In compliance with HIPAA, MUNICIPALITY shall execute a Business Associate Agreement, if applicable, in a form prescribed by the PROVIDER.

JEOPARDY

- A. If as a result of a change in law or regulation or a judicial or administrative decision or interpretation, the performance by either Party hereto of any provision of this Agreement should jeopardize the licensure of the PROVIDER, the PROVIDER's participation in Medicare, Medicaid, Blue Cross or other reimbursement or payment programs or constitute a violation of any statute, regulation or ordinance or be deemed unethical by any recognized agency or association in the medical field, the PROVIDER may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement is not reached within thirty (30) days of such request, terminate this Agreement immediately.
- B. The MUNICIPALITY certifies that it and its employees will comply with all federal and state laws including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA), Medicare and Medicaid. The MUNICIPALITY agrees to immediately report to the PROVIDER if: (1) the MUNICIPALITY, and/or its employees, violates any federal or state healthcare law, regulation or policy; (2) the MUNICIPALITY, and/or its employees, becomes aware of any inquiry or investigation by the government of the MUNICIPALITY, or its employees; or (3) the MUNICIPALITY, and/or its employees, is excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

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NON-DISCRIMINATION

Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq. and of the New Jersey Law Against Discrimination.

NOTICE

Whenever, under the terms of this Agreement, notice is required or permitted to be given by either Institution to the other Institution, such notice shall be deemed to have been sufficiently given if written, deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the Institution to whom it is to be given at the address hereinafter set forth. Either Institution may change its respective address by written notice in accordance with this Paragraph.

If to the VPS:

Paul Gresko
Director, OHS

With a copy to:

Robin Goldfisher
VP, Legal Affairs

If to MUNICIPALITY :

With a copy to:

AMENDMENTS

This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Institutions.

BINDING EFFECT: ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect.

HEADINGS

The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.

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FURTHER ASSURANCES

Each Party covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.

SURVIVAL

Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement, including, but not limited to, indemnities, confidentiality, records retention and access, and restrictive covenants, if applicable, shall survive any termination or expiration of the Agreement.

INSURANCE:

A. **PROVIDER INSURANCE:** PROVIDER shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million/\$3 million insuring PROVIDER against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by PROVIDER, its employees, staff and agents related to or arising out of this Agreement or the subject matter thereof. All policies and coverages shall be provided on an occurrence basis.

B. **MUNICIPALITY INSURANCE:** MUNICIPALITY shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million/\$3 million, insuring the MUNICIPALITY against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by the MUNICIPALITY, its employees, staff and agents related to or arising out of this Agreement or the subject matter hereof. All policies and coverages shall be provided on an occurrence basis. MUNICIPALITY shall provide evidence of such coverage to PROVIDER.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year executed below:

PROVIDER: VPS

By: _____

Title: Director, OHS

Date: 10/13/2021

MUNICIPALITY: Wyckoff, Township of

By: _____

Title: Mayor Melissa D. Rubenstein

Date: 10/20/2021

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FEE SCHEDULE

BUNDLED PRICES FOR SERVICES

BUNDLED PRICES for alcohol tests include both screening and confirmation tests. BUNDLED PRICES for drug tests include collection, laboratory testing, and MRO review.

MUNICIPALITY agrees to pay PROVIDER \$ 68.00 per driver for DOT drug test (UDS)
and DOT alcohol test (BAT)

MUNICIPALITY agrees to pay PROVIDER \$ 100.00 per DOT physical

MUNICIPALITY agrees to pay PROVIDER \$ 40.00 per DOT follow-up physical

MUNICIPALITY agrees to pay PROVIDER \$ 160.00 per split sample test

MUNICIPALITY agrees to pay PROVIDER \$ 180.00 per post accident On-Site service

MUNICIPALITY agrees to pay PROVIDER \$ 68.00 per non-covered UDS

MUNICIPALITY agrees to pay PROVIDER \$ 55.00 per non-covered BAT

Above Fee to include:

- Required Safety Sensitive Supervisor Training.
- Required Blind Specimen Designation.
- Required Certified MRO Services.

Charge *includes* periodic *random* selection of employees, (50% UDS per yr, 25% BAT per yr) all MRO services, electronic delivery of UDS results (if requested), collection sites, record back-up, semi-annual laboratory reports, as well as *unlimited* Supervisor training instruction, and 800 Hot-Line numbers for Post Accident Collection Sites or On-Site Post Accident Services. (On-Site Post Accident Service fee does not include cost of drug or alcohol tests).

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Amendment A

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT

NON-DISCRIMINATION

Both Parties agree that, in performance of this Agreement, services will be provided without discrimination and in compliance with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq., the New Jersey Law Against Discrimination, and the New Jersey Equal Employment Opportunity and Affirmative Action Rules.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor

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unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (such as a Letter of Federal Affirmative Action Plan Approval);

A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; or

An Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance), to be completed by the contract, in accordance with N.J.A.C. 17:27-4).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**



Date: November 26, 2019

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CONTACT UPDATE

2022

To ensure we have the most up-to-date information, please fill in the signing authority and/or mailing contact below.

Signing Authority:

Melissa D. Rubenstein, Mayor

Phone:

201-891-7000 ext. 1030

Email:

care of: cwatson@wyckoff-nj.com

(If different from above)

Mailing Contact:

Nancy A. Brown, Municipal Clerk

Phone:

201-891-7000 ext. 1020

Email:

wyckoffclerk@wyckoff-nj.com

For faster processing, scan & email your signed contract and contact update form to smdona@valleyhealth.com or fax to 201-291-6092. If you have any questions or concerns, please contact Valley Workplace Connection at 201-291-6060.

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, OCTOBER 19, 2021**

#21-C11 (A) Closed Session – A) Personnel

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:

**N.J.S.A. 10:4-12b (8) – Personnel, employment, appointment, terms
& conditions of employment for Administrator Vacancy**

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 October 19, 2021, meeting, hereby authorize, that an Executive Session closed to the public shall be conducted on October 19, 2021 in the Municipal Court Room at 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.

#21-C11 (B) Closed Session – B) Pending Litigation

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:

**N.J.S.A. 10:4-12b (7) – Pending Litigation
A - Estate of Elizabeth Acquaire vs. Township of Wyckoff
B - Waste Management vs. Township of Wyckoff**

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 October 19, 2021, meeting, hereby authorize, that an Executive Session closed to the public shall be conducted on October 19, 2021 in the Municipal Court Room at Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey 07481, for the discussion of matters relating to the specific items designated above.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, OCTOBER 19, 2021

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.

II Ordinances – Introduction

NONE

III Motions

A. Approve and memorialize the posting of temporary signs promoting Grace United Methodist Church's 5th annual cookie walk. Signs to be posted ten days in advance of the event held on Saturday, December 11, 2021.

B. Approve and memorialize the request of Chabad Jewish Center of NW Bergen County to conduct a Menorah lighting and celebration on the front lawn of Town Hall on Sunday, November 28, 2021, at 4:30 pm.

Clerk: May I have a motion and a second to approve the consent agenda?

The Following vote is the vote on the Consent Agenda:

MOTION:	SHANLEY	SECOND	MELCHIONNE
BOONSTRA	YES	MADIGAN	YES
SHANLEY	YES	RUBENSTEIN	YES

With an affirmative vote, the motion is approved

9. Ordinances – Public Hearing / Further Consideration:

NONE

10. Meeting was adjourned at 8:11pm

Chairman: May I have a motion to and a second to adjourn the Business Meeting?

MOTION:	SHANLEY	SECOND	MELCHIONNE
BOONSTRA	YES	MADIGAN	YES
SHANLEY	YES	RUBENSTEIN	YES

With an affirmative vote, the motion is approved.



Mayor Melissa D. Rubenstein



Nancy A. Brown, Acting Municipal Clerk

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, OCTOBER 19, 2021

TOWNSHIP OF WYCKOFF
MUNICIPAL CLERK'S OFFICE

SPECIAL EVENT APPLICATION

(Maximum ten (10) day period only)

Please type or print clearly and submit original copy:

Chabad of NW Bergen County	
Applicant/Business Name	
375 Pulis Avenue Franklin Lakes	
Business Address	Block/Lot
2018480449	Rabbi Chanoch Kaplan
Business Telephone	Contact/Applicant Name
2015602502	rabbi@chabadplace.org
Contact Telephone	Contact e-mail
November 28, 2021	1 hour
Date of Event	Duration of Event (Days and/or hours)
	 signed via SamlessDocs.com
APPLICANT SIGNATURE	

REQUIRED INFORMATION:

(Please check those which apply)

 Temporary Signage:

Attach detailed drawing including dimensions; location of temporary sign and dates requested. (**Maximum ten (10) day period only**).

(Specify the precise dates within the ten day period proposed to post temporary signs)

 Special Activities:

Attach detailed description with specific location of special activities at above address.

 Food and/or Drink:

Wyckoff Board of Health License **REQUIRED**.

 Special Temporary Props:

Attach specific description of items to be used.

 Tent:

Attach map detailing precise location of where the tent is proposed to be erected.

 Other Requested Items:

Be specific and attach detailed list.

+++++ (To be completed by Municipal Clerk) +++++

Review by Zoning Enforcement Official

Approved: ☒ Denied:

Review by Police Traffic Safety Officer

Approved: ☒ Denied:

Permission obtained from Township Committee:

Approved: ☒ Denied:

Nancy A. Brown, Municipal Clerk



signed via SamlessDocs.com

Date: 10/20/21

*Fire Department
Approved.*

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, OCTOBER 19, 2021

TOWNSHIP OF WYCKOFF
MUNICIPAL CLERK'S OFFICE

SPECIAL EVENT APPLICATION
(Maximum ten (10) day period only)

Please type or print clearly and submit original copy:

Chabad of NW Bergen County

Applicant/Business Name

375 Pulis Avenue Franklin Lakes

Business Address

2018480449

Rabbi Chanoch Kaplan

Block/Lot

Business Telephone

2015602502

Contact/Applicant Name

rabbi@chabadplace.org

Contact Telephone

Contact e-mail

November 28, 2021

1 hour

Date of Event

Duration of Event (Days and/or hours)


*Signed via SeallessDocs.com
Key: 6b77b0514f0da5092a1f0da26baadee3

APPLICANT SIGNATURE

REQUIRED INFORMATION:

(Please check those which apply)

Temporary Signage:

Attach detailed drawing including dimensions; location of temporary sign and dates requested. (Maximum ten (10) day period only).

(Specify the precise dates within the ten day period proposed to post temporary signs)

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Attach map detailing precise location of where the tent is proposed to be erected.

Other Requested Items:

Be specific and attach detailed list.

(To be completed by Municipal Clerk)

Review by Zoning Enforcement Official

Review by Police Traffic Safety Officer

Permission obtained from Township Committee:

Nancy A. Brown, Municipal Clerk

Approved: ☒ Denied: _____
Approved: ☒ Denied: _____
Approved: ☒ Denied: _____
Date: 10/20/21

*Signed via SeallessDocs.com
Nancy A. Brown
Key: 6b5b02747c0d11d0810384d02120f6