

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE BUSINESS MEETING
MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022 - 8:00 PM

1. Regular Meeting of the Wyckoff Township Committee called to order
by Mayor Rudolf E. Boonstra

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:

MADIGAN YES MELCHIONNE YES RUBENSTEIN YES
SHANLEY YES BOONSTRA 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 RUBENSTEIN
MADIGAN YES MELCHIONNE YES RUBENSTEIN YES
SHANLEY YES BOONSTRA YES

Request motion to close the Public Comment Period:

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

7. Approval of the January 18, 2022 Township Committee Work
Session and Regular Business meeting minutes:

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

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022**

I Resolutions (Adoption of the following):

- | | |
|---------|--|
| #22-121 | Authorize Acceptance of Grant Award (2021 Open Space) |
| #22-122 | Assignments for Risk Management |
| #22-123 | Payment of Bills |
| #22-124 | Return of Certain Overpaid Taxes, etc. |
| #22-125 | Award of Contract – Grandview Ave. Improvements –
Boswell Engineering |
| #22-126 | Accept Donation from Torpedoes Soccer Club |
| #22-127 | Award of Contract, Pay to Play, GovOs, Inc. |
| #22-128 | Professional Service Appointment – Alternate |

II Ordinances – Introduction

**#1955 - AN ORDINANCE TO PROVIDE A CERTAIN CAPITAL IMPROVEMENT
IN THE TOWNSHIP OF WYCKOFF AND TO PROVIDE FOR THE RECEIPT,
ACCEPTANCE AND DEPOSIT OF GRANT FUNDS THEREFORE AND TO
AUTHORIZE APPROPRIATIONS OF \$96,000.**

III Motions

- A. Approve and memorialize Kevin O'Neill as a Junior firefighter with Fire Company #3.
- B. Approve and memorialize the Parent Teacher Organization at Eisenhower Middle School's Special Event Application for their Food Truck Fundraiser planned for Friday, June 3rd from 5-9 pm.
- C. Approve and memorialize Police Officer Kyle Scherm's regular appointment after the successful completion of his two-year probationary period.

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	RUBENSTEIN
MADIGAN	YES	MELCHIONNE	YES
SHANLEY	YES	BOONSTRA	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	RUBENSTEIN
MADIGAN	YES	MELCHIONNE	YES
SHANLEY	YES	BOONSTRA	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

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE OPEN WORK SESSION MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022 – 7:00 P.M.**

OPEN PUBLIC MEETINGS ACT

PLEASE TAKE NOTICE, that in accordance with the Open Public Meetings Act NJS10:4-6 et seq., the Township Committee of the Township of Wyckoff shall conduct its 7:00 pm, Tuesday, February 1, 2022 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, January 28, 2022. 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, January 28, 2022 by 4:30 pm.

To view the Township Committee meeting via livestream, please access the YouTube link which will be posted on the Wyckoff web site's home page at www.wyckoff-nj.com as a "NEWS" item immediately prior to the commencement of the meeting at approximately, 6:55 pm on February 1, 2022.

To be notified of all future live streamed Township meetings, please create a YouTube account and subscribe to our YouTube channel, "Township of Wyckoff".

NOTICE TO PUBLIC

As a member of the public, participating in this public meeting, your participation will be recorded. By participating in the meeting, it is assumed your consent is given for your voice, name, address, comments, and image to be broadcast and recorded.

There may be situations when, due to technical difficulties, live streaming or the recording of a meeting may not be available. A recording of the meeting will be available immediately after the meeting concludes on the Township's YouTube channel, "Township of Wyckoff". The Township shall not be responsible for and accepts no liability if the recording technology or live video streaming technology of the meeting is unavailable.

Nancy A. Brown
Municipal Clerk

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE OPEN WORK SESSION MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022 – 7:00 P.M.**

Mayor Rudolf E. Boonstra opened the Open Work Session Meeting at 7:00 p.m. in the second-floor municipal court room.

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

Also Present: Interim Township Administrator/Municipal Clerk Nancy Brown and Ari Bernstein, Esq.

Absent: Township Attorney Robert E. Landel

Nancy Brown, 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 Boonstra 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 Committeewoman Rubenstein, seconded by Committeeman Shanley, 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 Committeewoman Rubenstein with an affirmative voice vote.

Review of 8:00 p.m. Business Meeting Agenda:

1. This evening's Agenda will approve the appointment of Kevin O'Neill as a Junior Firefighter in Fire Company #3.
2. Police Office Kyle Scherm has successfully completed his two (2) year probation period. Therefore, the Township Committee is requested to approve Officer Scherm's customary appointment as a Wyckoff Police Officer.
3. Ordinance #1954 is scheduled for introduction this evening. This ordinance would fund the \$48,000 municipal match to the 2021 Bergen County Municipal Park Improvement Grant to complete the final phase of the walking trail surface with "Flexi-Pave" material at the Russell Farms Community Park.

Administrator's Report:

1. This morning, Mr. Salerno, Custodial Engineer, raised the two (2) flags for the month of February to commemorate Heart Health Month and Black History Month.

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE OPEN WORK SESSION MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022 – 7:00 P.M.**

2. The Clerk's Office received notification from the New Jersey Department of Transportation (NJDOT) regarding the proposed project to replace the structurally deficient culvert at Milepost 6.32 along Route 208 North & South on Wyckoff. The NJDOT has submitted an application for the necessary permits with the New Jersey Department of Environmental Protection (NJDEP), Division of Land Resource Protection. Copies of plans and reports are available for public inspection in the Clerk's Office.
3. On Friday, January 28, 2022, the Wyckoff Police Department and the New Jersey Division of Motor Vehicles Mobile Inspection Team conducted a safety check point on Franklin Avenue at Zabriskie Pond. They inspected thirty (30) vehicles and issued seventeen (17) summonses. Six (6) Township employees or volunteers took advantage of this service and had their vehicles inspected.
4. Last week, the Township received the grant reimbursement check from Sustainable Jersey to finalize the 2019m Sustainable Jersey Small Grant which funded energy efficiency and building upgrades at the Larkin House – the replacement of the aging air conditioning system.
5. The Township received the invoice from Bergen County for the 2022 9-1-1 Dispatch Services totaling \$191,000.
6. Notification was received today from Bergen County recommending approval of the Township's amended Stormwater Management Plan to be submitted to the Bergen County Planning Board for approval.

Township Committee Reports:

Timothy Shanley:

1. The Zoning Board of Adjustment conducted their meeting on Thursday, January 20, 2022. Chair Carl Fry and Vice Chair Mark Borst were re-elected for 2022. Two (2) variance applications were discussed – one (1) application to install an air conditioning system on a corner lot was approved. The second application was received from St. Barsawmo Syriac Orthodox Church to replace existing signage for the school and church was also approved.
2. The Recreation Department received a donation from the Wyckoff Torpedoes for \$10,000 for new lighting around the baseball cage unit. This will alleviate the need to use the field lighting for said purpose.
3. The Fireworks Committee has begun preparations on securing a date for the Annual Fireworks Display for 2022. There are three (3) Saturdays in September to be considered – September 7th, September 10th or September 24th. The Recreation Director has advised that there are no sports games being conducted on these dates. Committeeman commented that the Wyckoff Volunteer Fire Department Annual Beach Party Fundraiser is scheduled for Thursday, September 8, 2022. Committeewoman Rubenstein stated that she would prefer the fireworks display be conducted prior to the commencement of the Recreation Football Season. Additionally, the Annual Firemen's Convention in Wildwood is September 16 & 17, 2022 this year. The Township Committee will examine these dates further and consider this matter at a future discussion.

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE OPEN WORK SESSION MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022 – 7:00 P.M.**

Melissa Rubenstein:

1. The Zabriskie House Trustees met recently whereby Trustee Richard Lynch informed the Trustees of a \$6,500 grant. Approximately \$4,800 should be received shortly and \$1200 or \$1700 from last year.
2. The recent Ramapo/Indian Hills Board of Education meeting lasted approximately twenty (20) minutes due to a mask dispute thereby prompting an early adjournment.
2. The Finance Committee has met various times with the majority of the department managers to discuss their capital requests. A significant amount of intense, hard work has been completed and considerable progress accomplished. The Municipal Operating Budget is the next step for the Finance Committee. Kudos to the Chief Financial Officer for a phenomenal job on the budget.
3. The Facilities Committee convened this week to discuss renovations in Town Hall by expanding the existing office space in the Building Department. Progress is moving forward and numerous project designs have been presented for review.
4. Many thanks to Nancy Brown for doing a great job wearing “many hats” and too many meetings to count the past month.

Thomas Madigan:

1. Mr. Madigan extended his congratulations to Police Officer Kyle Scherm after the successful completion of his two (2) year probationary term. Officer Scherm is doing an outstanding job.
2. Junior Firefighter Kevin O'Neill will be approved this evening into Fire Company #3.
3. Mr. Madigan thanked the Wyckoff Torpedoes for their donation to provide funding for the installation of lights at the baseball cage.

Peter Melchionne:

1. The Cybersecurity Committee had their first meeting of the year to review the new cybersecurity policies implemented last year and any modifications to cybersecurity for 2022. The goal is to protect Town Hall and Wyckoff's taxpayers from all cybersecurity threats.
2. The Environmental Commission conducted their first meeting and elected Beth Fischer as Chair. Danyel Competiello was sworn in as a new member. There was a discussion regarding the Spring Shredfest as well as the recertification for Sustainable Jersey.
3. Mr. Melchionne and Committeewoman Rubenstein, members of the Facilities Committee met today to discuss the expansion plans to improve work efficiency in the Building Department. Also, the shed at the Larkin House will be demolished and replaced with a new structure after governing body approval. This new structure will provide much needed storage for the Township.
4. Mr. Melchionne thanked the DPW Crews for their continued efforts to plow and salt the streets to preserve the safety of Wyckoff residents and visitors.

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE OPEN WORK SESSION MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022 – 7:00 P.M.**

5. Mr. Melchionne is requesting governing body approval to conduct the wonderfully supported military tribute banner program this year and to incorporate the banner program information in the Spring Newsletter.

Mayor Rudolf E. Boonstra:

1. Congratulations to Officer Kyle Scherm for completing his two (2) year probationary period. Officer Scherm will be appointed as a patrol officer this evening.
2. Mayor Boonstra advised that Police Chief Murphy conducted the first department meeting for 2022. There has been a realignment of several of the squads however, this shift change is working efficiently. The possibility of purchasing a different make and model of police vehicle was discussed.
3. The Planning Board will meet on Wednesday, February 9, 2022 to discuss the application by T-Mobile for potential implementation of a generator at the cell tower behind Town Hall.
4. Mayor Boonstra thanked the DPW for their performance during the weekend snowstorm. Also, compliments to the NJDOT and the Bergen County Road Department for clearing county roads and State Highway Route 208 as well.
5. Mr. Boonstra indicated that work is currently in progress by the DPW on the old conference room directly behind the Municipal Court Room. Various upgrades to modernize and expand the existing space are in process.

Attorney Report:

1. With respect to the Maple Lake property, the acquisition is moving forward. The deeds have been approved by the Bergen County Council and the Township is awaiting to hear from the title company.
2. The Township of Wyckoff has determined to join the National Opioid Settlement which will serve to benefit all citizens in the State of New Jersey. The higher the participation rate in New Jersey, the better for all municipalities as the settlement payments from the defendants will increase significantly over the next eighteen (18) years.

Adjourn the Open Work Session Meeting at 7:28 p.m.

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


Rudolf E. Boonstra
Mayor


Nancy A. Brown
Municipal Clerk

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022**

Meeting Called to Order

Mayor Rudolf E. Boonstra 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 Rudolf E. Boonstra.

Invocation

The Invocation was offered by Committeewoman Melissa D Rubenstein.

RE: Township Committee Meeting of Tuesday, February 1, 2022, 7:00 p.m. Work Session and 8:00 p.m. Business Meetings will be livestreamed, and public comments will be available telephonically.

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, February 1, 2022 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, January 27, 2022. 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, January 27, 2022, by 4:30 pm.

To view the Township Committee meeting via live-stream, please access the YouTube link which will be posted on the Wyckoff web site's home page at www.wyckoff-nj.com as a "NEWS" item immediately prior to the commencement of the meeting at approximately, 6:55 pm on February 1, 2022.

To be notified of all future live streamed Township meetings, please create a YouTube account and subscribe to our YouTube channel, "Township of Wyckoff".

NOTICE TO PUBLIC

As a member of the public, participating in this public meeting, your participation will be recorded. By participating in the meeting, it is assumed your consent is given for your voice, name, address, comments, and image to be broadcast and recorded.

There may be situations when, due to technical difficulties, live streaming or the recording of a meeting may not be available. A recording of the meeting will be available immediately after the meeting concludes on the Township's YouTube channel, "Township of Wyckoff. The Township shall not be responsible for and accepts no liability if the recording technology or live video streaming technology of the meeting is unavailable.

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022**

Attendance

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

Staff Present: Municipal Clerk Nancy Brown and Ari Bernstein, Esq.

Staff Absent: Township Attorney Robert Landel.

Meeting Open for Public Comment

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

There being no callers after several minutes had passed and with no written comments received via email, Boonstra requested a motion to close the public comment period.

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

Approval of the January 18, 2022 Township Committee Work Session and Regular Business meeting minutes:

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

#22-121 Authorize Acceptance of Grant Award (2021 Open Space)

WHEREAS, the Township Committee authorized a grant application to the Bergen County Open Space park Improvement Grant Program in 2021 amounting to \$48,000 to achieve (with 100% municipal matching appropriation) an improvement to the Russell Farms Community Park; purchase and install drainage improved Flexi-Pave walkway surface on existing chip stone walking trail; and,

WHEREAS, the Township of Wyckoff received notice on December 15, 2022 that said grant has been awarded; and,

WHEREAS, the Township Committee desires to accept said grant to achieve the improvements.

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 wish to enter into a Bergen County Trust Fund Project Contract ("Contract") with the County of Bergen for the purpose of using \$48,000 matching grant award from the 2021 Funding Round of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("Trust Fund") for the municipal park project entitled "Walking Trail at Russell

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022**

Farms Community Park: Install Flexi-Pave', located in the Township of Wyckoff, on the tax maps of the Township of Wyckoff.

BE IT FURTHER RESOLVED, that the Township Committee hereby authorize Mayor Rudolf E. Boonstra to be a signatory to the aforesaid Contract; and,

BE IT FURTHER RESOLVED, that the Township Committee hereby acknowledge that, in general, the use of this Trust Fund grant towards this approved park project must be completed by or about December 15, 2023; and,

BE IT FURTHER RESOLVED, that the Township Committee acknowledge that the grant will be disbursed to the municipality as a reimbursement upon submittal of certified Trust Fund payment and project completion documents and municipal vouchers, invoices, proofs of payment and other such documents as may be required by the County in accordance with the Trust Fund's requirements; and,

BE IT FURTHER RESOLVED, that the Township Committee acknowledge that the grant disbursement to the municipality will be the equivalent to fifty (50) percent of the eligible construction costs incurred (not to exceed total grant award) applied towards only the approved park improvements identified in the aforesaid Contract in accordance with the Trust Fund's requirements. Professional Services Costs may be reimbursed from grant award's unexpended balance, should there be a balance.

PAGE NO.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

COUNTY OF BERGEN

OPEN SPACE, RECREATION, FLOODPLAIN PROTECTION, FARMLAND & HISTORIC PRESERVATION TRUST FUND

2021 MUNICIPAL PROGRAM
PARK IMPROVEMENT PROGRAM

GRANTEE:

Township of Wyckoff

PROJECT:

Walking Trail at Russell Farms
Community Park: Install Flexi-Pave

TERM OF CONTRACT: December 15, 2021 – December 15, 2023

CONTRACT NUMBER:

2100569

TRUST FUND ACCOUNT: 03-200-56-130-910

GRANT AWARD:

\$48,000

CONTRACT
ADMINISTRATOR:

Division of Land Management &
Open Space Trust Fund

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022**

This Grant Contract, made on December 15, 2021 by and between

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

and

The **Township of Wyckoff**, a body politic and corporate of the State of New Jersey, with administrative offices at 340 Franklin Avenue, hereinafter referred to hereinafter as the "Grantee"

WITNESSETH:

WHEREAS, the County established the Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund (hereinafter "Trust Fund") pursuant to Board of County Commissioners Resolution #1853, adopted on November 24, 1998, and modified in accordance with the Board of County Commissioners Resolution #1753, adopted on December 17, 2003, to assist municipalities and qualified charitable conservancies in acquiring, preserving and maintaining open space, recreation, farmland & historic preservation areas; and

WHEREAS, the Grantee has filed a Trust Fund Municipal Park Improvement Program application with the Bergen County Division of Land Management and Open Space (hereinafter "Division") for financial assistance with a municipal park project; and

WHEREAS, the Division has: (1) reviewed the Application, the Project Description, Proposed Park Improvements and the Estimated Budget; (2) found that the Approved Project conforms with the scope and intent of the Trust Fund Municipal Park Improvement Program; and

WHEREAS, the Trust Fund Public Advisory Committee (hereinafter "TFPAC") has recommended that the Board of County Commissioners approve a grant to assist in the funding of the Project; and

WHEREAS, the Board of County Commissioners have adopted a Resolution awarding a Trust Fund Municipal Park Improvement Program grant.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application filed, the Grantor and the Grantee agree to perform in accordance with the terms and conditions set forth in this Contract.

1. **Approved Project** (the "Project"). The **Walking Trail at Russell Farms Community Park: Installation of Flexi-Pave** project must be completed in accordance with the terms of this Contract, the 2021 application, the Project Description (contained herein) approved by the Division and/or as set forth in any approved Revised Project Description and/or Revised Budget.
2. **Award.** Board of County Commissioners No. 1094-21, adopted on **December 15, 2021**, (Attachment "A") approved a Trust Fund award of **\$48,000 Dollars**, toward the Grantee's proposed Project Budget as submitted in its Trust Fund Municipal Program Application and/or set forth in any approved supplemental materials.
3. **Timelines.**
 - a. **Expiration of Grant.** This Grant will expire on **December 15, 2023**. Request for reimbursement payment must be submitted by the Grantee to the Division thirty (30) days prior to the expiration date. Any request for an extension of this performance period must be submitted in writing to the Division. There shall be no obligation on the part of the Division and/or the Grantor to renew or extend the time period.
 - b. **Close Out Documentation.** At least thirty (30) days prior to the requested release of the grant reimbursement payment, the Grantee shall furnish and deliver, in the manner requested by the Division, all necessary documentation to close out the project, including but not limited to:
 - i. Municipal Park Improvement Payment Form.
 - ii. Post-Construction Engineering Certification by Municipal Engineer or Architect.
 - iii. Digital Photographs

4. **Funding.**

- a. **Application of Proceeds.** Trust Fund payments shall only be used for the purposes described in the Grantee's Application, Approved Project Description and Budget and/or as set forth in any Revised Project Description and/or Revised Budget approved by the Division; and shall not be used for any ineligible activities.
- b. **Matching Funds.**
 - i. The Grantee is responsible for providing all matching funds as shown in the approved Project Budget or Revised Project Budget. Matching funds may consist of money by any person, municipality, state of New Jersey, or the federal government.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

- ii. An applicant's matching share shall consist only of eligible cash raised or eligible cash expenses incurred by the applicant. No in-kind or donated services are eligible for reimbursement or match.
- iii. It is also the Grantee's responsibility to provide all funds in excess of the Project Budget necessary for completion of the Approved Project.
- iv. Prior to entering into a contract for the Approved Project, the grantee shall submit to the Trust Fund written evidence of matching funds in hand.

- c. Reimbursements. All awards will be paid on a reimbursable basis only. The Grantee must have the necessary financial resources available to complete the total project before entering into a construction contract. Trust Fund payments will then reimburse the Grantee for eligible project costs. Reimbursement should not be expected for a minimum of six (6) weeks after the required documentation and invoice are submitted and approved by the Division and/or the County.

All reimbursements will be made upon the furnishing of receipts and certification that the completed work has been paid for by the Grantee. Grant fund disbursement will be made on a periodic basis no more frequently than monthly.

- d. Rules and Regulations. The County's grant award is subject to the Trust Fund Municipal Park Improvement Program's Rules and Regulations, which are incorporated herein by reference.

5. Procedure for Payment.

- a. Requests for Reimbursement. Payments of the Trust Fund Grant Award will be transmitted to the Grantee upon submission of:
 - i. A completed "Municipal Park Improvement Payment Request Form", to be *provided by the Division* for reimbursement of services rendered and received;
 - ii. Documentation and work descriptions consistent with the Approved Project.

To receive reimbursement, the Grantee must submit itemized documents, including copies of bills and invoices, and canceled checks of eligible expenditures to the Division. The documents submitted must itemize the cost of labor and materials and describe the work performed. Once the Division approves the submission, reimbursement for the eligible itemized costs will be disbursed by the County Treasurer to the Grantee.

In some cases, prior to payment, an inspection by the Division and/or County may be performed in order to ensure that the work was completed in accordance with the Application, approved Project Description, and approved Project Budget

- b. Project Payment Request Certification. The municipal Chief Financial Officer (or equivalent) and the municipal Administrator/Manager (or Clerk in the absence of such) shall submit a Project Payment Request Form, to be provided by the Division,

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

certifying that the documents submitted in support of a request for the Trust Fund reimbursement payment are an accurate representation of costs incurred in accordance with the Trust Fund Municipal Program application and corresponding Trust Fund Project Contract on file with the Division.

- c. Withholding of Funds. In the event Grantee fails to perform the services, obligations, or responsibilities provided for under this Contract, the Grant Application, and the Guidelines and/or as set forth in any Revised Project Description and/or Revised Budget approved by the Division; or in the event that the services do not attain the objectives set forth in the initial application or this Contract to the sole satisfaction of the Division, the County may withhold all, or a portion of, any payment to be made under this Contract, and in addition, may terminate this Contract. In the event of termination, the County shall have no further liability to the Grantee and in no event will the County be liable to pay for services not rendered.
- d. Unexpended Fund Balances. All unexpended fund balances not released for the Approved Project will be canceled by the County and "returned" into the Trust Fund for re-allocation in accordance with the Trust Fund Rules and Regulations. Balances may not be retained by the Grantee for any use outside of the Approved Project as stated in this Contract.

6. Project Schedule & Documentation.

- a. Project Schedule. The Grantee must return an executed copy of this Trust Fund Contract to the Division within ninety (90) days of its receipt. The Grantee must complete the Project Schedule (Attachment "B") in accordance with the suggested project completion schedule.
- b. Progress Reports. The Grantee, at the request of the Division, shall prepare a progress report and submit it to the Division within thirty (30) calendar days after the date requested. The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed. The Division may, at its discretion, make visits to the site to review the Project's progress. At the Project's completion, the Grantee, as a condition of final payment, must complete the "Project Payment Request Form" and submit certifications and supporting documents as required.
- c. Documentation. The Grantee shall furnish and deliver all necessary documentation within the time frame and in the manner requested by the Division and grant County personnel or any other authorized representatives' reasonable access to all records related to the Approved Project.
 - i. Post-Construction Engineering Certification. The municipal engineer shall submit the Bergen Trust Fund Post-Construction Engineering Certification form following project completion certifying the park improvement project

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022**

has been completed substantially in accordance with the original and/or revised Trust Fund Municipal Program application and corresponding Trust Fund Project Contract on file with the Division; that the park improvements are consistent with the scope of the project as stated in the original and/or revised Trust Fund Municipal Program application and corresponding Trust Fund Project Contract; and that the construction meets all state and local codes and current engineering practices and that health, safety, durability, and economy requirements consistent with the scope and objectives of the project.

- ii. State and Federal Barrier Free Codes and the Americans with Disabilities Act. The municipal engineer shall certify that the project conforms to all applicable State and Federal Barrier Free Codes and the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) requirements.

7. Change in Approved Project Elements.

- a. Grantee shall not change the Approved Project's scope of work as detailed in this Contract without approval by the Division. Said request is to be submitted in writing and in accordance with procedures as established by the Division.
- b. Modifications to the Approved Project Scope of Work shall be requested by the Grantee's Administrator/Manager/Clerk and must be approved in writing by the Division. Written requests must include a description of the change, the reason for the change, and the impacts on the project. The Division may request, as appropriate, a set of revised plans and specifications. Changes that involve a deletion or significant reduction to a scope element should include a discussion on the review and rejection of alternatives to this course of action. Significant changes may include, but not be limited to, changes in the natural environment such as the removal of trees, addition and/ or deletion of key project elements, substantial budget changes, and loss of matching funds. Any such changes are subject to review and approval by the Division and may result in the need to amend the Project Contract. All approved Project Contract Change Order Modifications shall be attached to this Project Contract.

8. Termination and Suspension.

Termination. Termination is the cancellation of Trust Fund grant assistance in whole or in part, at any time prior to the date of completion.

- a. Termination for cause. Grantor may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the terms and conditions of the grant. Grantor will promptly notify the grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantee(s) or recoveries by Grantor under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

- b. Termination for convenience. Grantor or the grantee may terminate grant project in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. For partial terminations, such termination will not affect the preservation agreement or covenant executed as a prior condition of grant assistance. An amendment to the Grant Agreement or the Project Notification (as applicable) is required for all terminations for convenience.
 - c. Termination by Grantee. The Grantee may unilaterally cancel the Grantor grant at any time prior to the first payment on the grant, although Grantor must be notified in writing. Once initiated, no Trust Fund grant may be terminated by a grantee prior to satisfactory completion without the approval of Grantor. After the initial payment the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and Grantor. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.
- 9. Post Project Requirements and Long – Term Obligations.**
- a. Open Space and Outdoor Recreation Purposes. The Grantee agrees to retain, protect, and use the Approved Project for outdoor recreation purposes. Outdoor recreation purpose means the use of lands for open space parkland, outdoor active and/or passive recreation use. Usage of the Approved Project area shall be consistent with the policies of the New Jersey Department of Environmental Protection and Green Acres' rules and regulations (N.J.A.C. 7:36).
 - b. Charges. Any charges, fees and/or memberships in connection with public access shall comply with NJ Green Acres' rules and regulations N.J.A.C. 7:36-25.9. Public vehicular access and parking areas shall be consistent with the permitted uses.
 - c. Maintenance Requirements. The Grantee shall be solely responsible for the upkeep and maintenance of the Approved Project, and shall comply with NJ Green Acres' rules and regulations N.J.A.C. 7:36-25.1. The County shall have no obligation for the upkeep or perform maintenance of the Project.
 - d. Public Access. Grantee covenants to permit public access to the greatest extent possible consistent with the Project uses stated herein. The Grantee shall not post temporary or permanent signs restricting access to the Approved Project area except in accordance with N.J.A.C. 7:36-25.10. The Grantee shall not take or permit any action, or fail to take any action that would be counter to or in violation of any federal or State regulatory or program laws or rules. Usage of the Approved Project area shall be consistent with the policies of the New Jersey Department of Environmental Protection and Green Acres' rules and regulations as *funded parkland* as defined by Green Acres. The Municipality may schedule the use of the

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

Park to accommodate organized sports or other recreation or conservation purposes. However, the Municipality shall not schedule the use of a facility in such a way that the public is denied reasonable access to or use of the facility and the Municipality shall provide public access to another comparable facility for the period for which access to the recreation and conservation facility is scheduled. The Municipality shall not enter into exclusive use agreements or allow discriminatory scheduling of the use of the parkland based on residency or otherwise in violation of the Law Against Discrimination, N.J.S.A. 10:51 et. seq. or other applicable law. If permits are offered for the use of recreation and conservation facilities at the Property, such as golf or athletic fields, and the demand for such permits exceeds the available supply, the Municipality shall conduct a fair and equitable system to distribute the permits.

e. Transfer of Project Improvements. This Approved Project is being improved or developed with funding from the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund Municipal Park Improvement Program for the park and outdoor recreation activities set forth herein. The Grantee agrees, in perpetuity, not to lease, sell, exchange, remove, replace, donate, or dispose of the park improvement(s) in which the funded Park Improvement Project is described and located herein except upon approval by the County of Bergen or under such conditions as the County of Bergen may establish. Notwithstanding anything to the contrary Grantee shall not sell, lease, exchange, or donate the Project as described and located herein except to the State of New Jersey, a local government unit, or qualifying tax-exempt, Grantee organization. No such conveyance shall be effective without the prior written approval of the County.

f. Lifespan of Improvements. Projects must envision a minimum ten (10) year life span. Lifespan can be for less than ten (10) years if the Grantee can demonstrate that, due to normal wear and tear on the facility or feature and not due to abuse, neglect or vandalism, that the improvements cannot be maintained for the requisite ten (10) year life span.

g. Inspection of Project Area. The Division may perform periodic formal and informal inspections of the project area and facilities to determine compliance with the Grantee's long-term obligations. The Grantee will be notified of any problems identified and will be asked to address them within a reasonable timeframe.

10. Project Administration.

a. Local Public Contracts Law, etc. Grantee shall award all contracts in accordance with the Local Public Contracts Law including but not limited to: N.J.S.A. 40A:11-1 et seq. seq.; N.J.A.C. 5:34-1.1 et seq.; the Pay to Play Law as set forth in N.J.S.A. 19:44A-20 et seq.; Change Orders as set forth in N.J.A.C. 5:30-11.1 et seq.; Local Finance Board Regulations as set forth in N.J.A.C. 5:30-11.1 et seq.; New Jersey's Affirmative Action Law as set forth in N.J.S.A. 10:5-31 et seq.; the Equal Employment Opportunity and Affirmative Action Rules as set forth in N.J.A.C. 17:27; Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

2000d-4); the Employment on Public Works Law as set forth in N.J.S.A. 10:2-1 through 10:2-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et. seq., the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) as published in the Federal Register on July 26, 2011, and the Bergen County requirements for pedestrian facilities within public spaces and/or County Rights-of-Way, as applicable.

- b. Debarred Contractors. No contract shall be issued to any person debarred, suspended, or disqualified from State contracting.
- c. Free From Corrupt Practices. All Project contracts and subcontracts for work shall be free from bribery, graft and other corrupt practices.

11. Financial Records and Auditing Requirements.

- a. All financial records of Grantee shall conform to accounting standards promulgated by the Local Finance Board and as set forth in N.J.A.C. 5:30-5 et. seq. All financial records of the Grantee's contractors and/or subcontractors shall conform to generally accepted accounting principles.
- b. Grantee, its contractors, and subcontractors shall provide County personnel and its authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Contract and/or the Approved Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Approved Project and for three years after the later of either final payment or audit resolution. Grantee shall cite this provision in all project related contracts.
- c. Accounting. The Grantee agrees to track all monies for this project by accounting software or, in the alternative, open a separate checking account to prevent the commingling of the grant funds with other agency/organization funds.

12. Responsibilities of Grantee. The Grantee shall be responsible for the obligations set forth in this Contract including but not limited to:

- a. Compliance with Laws. The Grantee shall comply with all applicable federal, state, and local laws and regulations in connection with the Project.
- b. Liability and Indemnification. Grantee shall hold harmless, indemnify and defend County and its members, directors, officers, employees, agents, and contractors, and their successors and assigns from and against all liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorney's fees arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from any act, omission condition or other matter related to or occurring on or about the Property unless due solely to the negligence of any of the indemnified parties.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

- c. Insurance. The Grantee shall be responsible for providing liability insurance on the Project and Property consistent with advice from its insurance/risk advisor.
- d. Signs. The Grantee shall be permitted to post signs that clearly identify the area and notify the public of the right to enter the Property and: (1) state solely the name and/or address of the Property and/or; (2) to advertise the permitted uses of the Property; (3) commemorate the history of the Property, its recognition under state or federal historical registers, or list its protection under this Contract or state and local environmental or game laws; (4) acknowledging that the Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund assisted in the funding of the project. No sign on the Project Property shall exceed sixteen square feet. Multiple signs shall be limited to a reasonable number, shall not damage living trees, and shall be placed in accord with applicable local regulations. Commercial advertising signs are prohibited.

13. Breach, Default or Violation.

- a. Breach. In addition to, and not in limitation of, any other rights of the Grantee hereunder or at law or in equity, if the County determines that a breach, default or violation ("Violation") of this Contract has occurred or that a Violation is threatened, the County shall give written notice to Grantee of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Grantee fails to cure the Violation after receipt of notice thereof from the County, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the County, fails to begin curing such Violation within the time period dictated by the County, or fails to continue diligently to cure such Violation until finally cured, the County may bring an action at law or in equity in a court of competent jurisdiction:
 - i. To enjoin and/or cure such Violation,
 - ii. To seek or enforce such other legal and/or equitable relief or remedies as the County deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Contract.
- b. Remedies. If the County, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage, the County may pursue its remedies without prior notice to Grantee or without waiting for the period provided for cure to expire. The County's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Contract. Grantee agrees that the County's remedies at law for any Violation of the terms of this Contract are inadequate and that the County shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the County may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the County's rights and powers under the laws of the state of New Jersey for the protection of public health, safety and welfare.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

c. Enforcements, Filings, Etc.

- i. Enforcement. Enforcement of the terms of this Contract shall be at the discretion of the Grantor and any forbearance by the Grantee to exercise its rights under this Contract in the event of any Violation by Grantee shall not be deemed or construed to be a waiver by the Grantor of such term or of any subsequent Violation or of any of the Grantor's rights under this Contract. No delay or omission by the Grantor in the exercise of any right or remedy upon any Violation by Grantee shall impair such right or remedy or be construed as waiver of such right or remedy.
- ii. Reimbursement. Grantor agrees to reimburse the Grantee for any costs incurred by the Grantee in enforcing the terms of this Contract against Grantor, and including, without limitation, the reasonable costs of suit and attorneys' fees.

14. Notices.

Any notice, demand, request, consent, approval or communication under this Contract shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses (or such other or additional addresses provided by notice to the other Party) or sent by reliable overnight courier or certified or registered mail, postage prepaid with return receipt requested at such addresses; provided if such, demand, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or day on which United States mail is not delivered.

To Municipality: Attention: Municipal Administrator/Manager/Clerk
340 Franklin Avenue
Wyckoff, NJ 07481

To County: Attn: County Administrator
One Bergen County Plaza – Room 580
Hackensack, NJ 07601

With copy to: Attn: County Counsel
Office of County Counsel – Room 580
One Bergen County Plaza
Hackensack, NJ 07601

15. Representations. The Grantee represents that:

- a. Authorization. All proceedings required to be taken by or on behalf of the Grantee to authorize it to make, deliver and carry out the terms of this Contract have been taken

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

and this Contract is the legal, valid and binding obligation of the Grantee and enforceable in accordance with its terms.

- b. Compliance with Laws. The Grantee agrees to comply with all Federal, State, County, and Municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of the contract, including, but not limited to, the Local Public Contracts Law.
- c. Conflicts of Interest. No official or employee or Board member of the Grantee shall have any financial or other personal interests in any contract or subcontract involving the Approved Project.
- d. No Liens or Encumbrances. The Grantee agrees that it will not create, suffer or permit to be created, and that it will promptly remove or discharge, any liens or encumbrances against the Property arising subsequent to the date of this Contract.
- e. No Proceedings. There are no proceedings at law or in equity before any court, grand jury, administrative agency or other investigative agency, bureau or instrumentality of any kind pending or, to the best of the Grantee's knowledge, threatened, against or affecting the Grantee that (i) involve the validity or enforceability of this Contract or any other instrument or document to be delivered by the Grantee pursuant hereto, (ii) enjoin or prevent or threaten to enjoin or prevent the performance of the Grantee's obligations hereunder or (iii) relate specifically to the Property (including, without limitation, the environmental condition of the Property) or the title thereto.
- f. Retention of Records. The Grantee agrees to retain all records relevant to this Contract and State and County auditors, and any other person duly authorized by the Grantor, shall have full access to, and the right to examine, any of the said documents. Any claimed waiver of these rights or privileges must be documented in writing.

16. Miscellaneous.

- a. Entire Contract. This Contract, including any Exhibits and Addenda attached hereto and/or incorporated by reference, contain the sole and entire Contract between the parties and supersedes all negotiations and prior agreements or understandings between the parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- b. Amendments. The Division and/or the Grantee may, from time to time, require changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the Grantor and the Grantee shall be incorporated in written amendments to this Contract and signed by all parties

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

- c. Assignment. No Party may assign this Contract or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- d. Force Majeure. Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.
- e. General. This Contract shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq., without regard to its conflict of law principles. All disputes arising out of this Contract shall be resolved through arbitration or the Courts of the State of New Jersey set forth herein.
- f. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.
- g. No Third Party Beneficiaries. Nothing contained herein shall be construed so as to create rights in any third party
- h. Binding Agreement. This Contract shall be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns.

PAGE NO.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

IN WITNESS WHEREOF, the parties have executed this Contract and their corporate seals to
be hereunto affixed as of the day and year first above written.

ACCEPTED AND AGREED:

Rudolf E. Boorstra
(GRANTEE)

Rudolf E. Boorstra

By: Mayer

Title: Nancy A. M.

(Secretary to the Board/Governmental Clerk)

2-1-22
Date

ATTEST: (Affix Seal)

COUNTERSIGNED:

County of Bergen

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

Date

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022**

#22-122 Assignments for Risk Management

WHEREAS, the Township of Wyckoff is a member of the Bergen Joint Insurance Fund, a consortium of municipalities formed to purchase insurance coverage; and,

WHEREAS, a Township of Wyckoff project team is working with our IT partners to manage risks and to establish procedures to obtain cybersecurity insurance coverage from the Bergen Joint Insurance Fund; and,

WHEREAS, the Joint Insurance Fund (JIF) Tier 3 program requires the assignment of tasks to in-house staff as a component of the risk management program; and,

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey that in accordance with the requirements of the JIF program, the following appointments are made to the Cybersecurity Awareness Project Team (Task Force):

Governing Body Liaison - Mayor
Compliance Coordinator – Nancy A. Brown, Municipal Clerk
Security Coordinator – Diana McLeod, Chief Financial Officer/Tax Collector
Police Department Compliance Coordinator – David V. Murphy, Police Chief
Police Department Security Coordinator – Sgt. Kyle Ferreira

BE IT FURTHER RESOLVED, that the Municipal Clerk shall provide a certified copy of this resolution to our IT Partners and those listed above.

#22-123 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. 20004 – 20019 Payroll A/C, Direct Deposit Vouchers no. 16100 - 16161, Library Payroll check nos. 1616 & 1617 and Library Direct Deposit Vouchers no. 6872 – 6897.

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022**

#22-124 Return of Certain Overpaid Taxes, etc.

BE IT RESOLVED, by the Township Committee of the Township of Wyckoff that the Treasurer is hereby authorized and directed to return certain monies as follows:

BOARD OF ADJUSTMENT:

John & Jenna Denise, 533 Helena Avenue, Wyckoff, New Jersey 07481 – Return of Escrow – Block 336/Lot 6 - \$1.61

Joseph Gaeta, 200 Godwin Avenue, Wyckoff, New Jersey 07481 – Return of Escrow – Block 266/Lot 21 - \$191.70

PLANNING BOARD:

Brian Glanzberg, 730 Birchwood Drive, Wyckoff, New Jersey 07481 – Return of Escrow – Block 433/Lot 1 - \$400.00

CLERK'S OFFICE:

Joseph Mercurio, 440 William Way North, Wyckoff, New Jersey 07481 – Refund of Duplicate Dog License (#534) credit card payment - \$18.86

BUILDING DEPT.:

Ryan Skott, 422 Caldwell Drive, Wyckoff, New Jersey 07481 – Refund of Certificate of Approval – Sale between family – Block 461/Lot 20 - \$309.60

#22-125 Award of Contract – Grandview Ave. Improvements -Boswell Engineering

WHEREAS, the Township of Wyckoff has been awarded a New Jersey Department of Transportation (NJDOT) Municipal Aid Grant of \$193,000 to regrade and resurface Grandview Avenue at its intersection with Route 208 to improve site distance when existing Route 208 to Grandview Avenue; and,

WHEREAS, the Township wishes to act expeditiously to appoint the Professional Engineering firm to allow the engineering firm to perform all required work; and,

WHEREAS, the Township Committee has determined to appoint Boswell Engineering due to their extensive experience with NJDOT Trust Fund Grants and environmental engineering experience as a full-service Engineering Consultant; and,

WHEREAS, the Purchasing Agent and the Chief Financial Officer have determined that the cost of these services may exceed \$17,500 and believe it is prudent to anticipate the value of these services in excess of \$17,500 to ensure compliance with NJSA 19:44A-20.5 et.seq.; and,

WHEREAS, each business entity has completed and submitted a Business Entity Disclosure Certification which certifies that each business entity has not made any reportable contributions (\$300 or more) to a political or candidate committee in the Township of Wyckoff with the elected officials in the previous one year, and that the contract will prohibit each business entity from making any reportable contributions (\$300 or more) through the term of the contract; and,

WHEREAS, the Township Committee awards a one-year contract in accordance with the alternate process pursuant to the provisions of NJSA 19:44A-20.5; and,

WHEREAS, the Local Public Contracts Law NJSA 40A:11-5 requires the resolution authorizing award of contracts for professional services without competitive bids and the contract itself to be made available for public inspection; and,

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022**

WHEREAS, the Chief Financial Officer, in accordance with the Local Public Contracts Law, has duly executed a Certificate of Available of Funds indicating that adequate funds have been appropriated in the 2021 Temporary Budget and will be appropriated in the 2021 Municipal Budget when adopted for fees reasonably required in the line items: engineering services and cost-other expense, various developers trust accounts and other expense accounts for capital projects are created when projects are funded due to the receipt of a grant.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff that a one year contract for the work required to satisfy all State requirements to perform the Grandview Avenue improvement is hereby awarded to Boswell Engineering, 330 Phillips Avenue, South Hackensack, NJ 07606, \$162.00 per hour, up to \$59,000.00 for the preparation of construction plans and specifications and providing construction inspection for the Grandview Avenue grading improvements, when approved by the Township Committee.

1. The Township Committee Chairman and Clerk are hereby authorized and directed to execute contracts with each of said professionals and to take all other steps necessary to carry this resolution into effect.
2. Said appointments are made without competitive bidding under the provisions of the Local Public Contracts Law which excepts from competitive bidding "Professional Services" rendered by persons authorized law to practice a recognized profession and whose practice is regulated by law in accordance with NJSA 40A:11-1 et seq and in accordance with NJSA 19:44A-20.5 alternate process.
3. The Business Entity Disclosure Certification and the Political Contribution Disclosure Forms are in the professional services files.
4. The Municipal Clerk shall execute a public notice of said appointments in the official newspaper of the Township as required by law.

BE IT FURTHER RESOLVED that these contracts have been awarded to these contractors based on the merits and abilities of the contractors to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20-4 et seq. As such, the undersigned does hereby attest that these contractors, their subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of these one (1) year contracts to any political party committee in the Township of Wyckoff if a member of that political party is serving in an elective public office of the Township of Wyckoff when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Wyckoff when the contract is awarded.

CERTIFICATE OF AVAILABLE FUNDS

I, DIANA MCLEOD, CHIEF FINANCIAL OFFICER OF THE TOWNSHIP OF WYCKOFF, CERTIFY THAT ADEQUATE FUNDS HAVE BEEN APPROPRIATED IN THE "ENGINEERING SERVICES, VARIOUS DEVELOPER ACCOUNTS AND CAPITAL PROJECT ACCOUNTS" PORTIONS OF THE 2022 TEMPORARY BUDGET AND WILL BE APPROPRIATED IN THE 2022 MUNICIPAL BUDGET ACCOUNT 2-01-44-900-221 FOR THE FOLLOWING PROFESSIONAL SERVICES FOR THE CALENDAR YEAR 2022. NOT TO EXCEED THE MAXIMUM AMOUNT AS SET FORTH ABOVE.



BOSWELL ENGINEERING

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS

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

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

PAGE NO.

November 29, 2021

The Honorable Mayor and Committee
Township of Wyckoff
Memorial Town Hall
Scott Plaza
Wyckoff, NJ 07481

Attention: Mr. Robert J. Shannon, Jr., Administrator

Re: 2022 NJDOT Municipal Aid Project
Improvements to Grandview Avenue
Township of Wyckoff
Bergen County, New Jersey
Our File No. PR-21-10897

Dear Mayor Shanley and Members of the Township Committee:

This letter shall serve as Boswell Engineering's (Boswell) proposal for the preparation of construction plans and specifications and providing construction inspection for the above referenced project.

The 2021 NJDOT Municipal Aid Grant for Grandview Avenue Improvements is \$193,000.00. The application submitted to NJDOT for the grant requested \$285,000.00 for the road and intersection improvements.

We will design the project to the grant allotment cost of \$193,000.00.

The following is an outline of the scope of work and the estimated fee for our design and construction inspection services to combine both grants into a single construction project.

SCOPE OF WORK

The scope of work includes the resurfacing of Grandview Avenue at the intersection with the exit ramp of Route 208 to improve the site distance exiting Route 208 to Grandview Avenue. We will regrade Grandview Avenue to the greatest extent possible considering both the existing conditions and the existing right of way width. Handicap ramps will be upgraded to comply with current ADA requirements including detectable warning surfaces where required. Pavement markings will be installed in accordance with Police Department recommendations.

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022**

The Honorable Mayor and Committee
November 29, 2021
Page 2 of 3

SCOPE OF SERVICES

Boswell will perform the following scope of services:

1. Prepare roadway construction plans in accordance with current New Jersey Department of Transportation (NJDOT) requirements which will include roadway cross sections of the new proposed profile of Grandview Avenue.
2. Prepare specifications in accordance with NJDOT and the Township of Wyckoff requirements.
3. Coordinate with NJDOT for their approval of the design as the project falls within NJDOT jurisdictional agreement for the Route 208 intersection with Grandview Avenue.
4. Prepare bid documents and advertise the project.
5. Perform the necessary updates to the NJDOT's System for Administering Grants Electronically (SAGE) as the project progresses.
6. Review contractor bids and make a recommendation to the Township of Wyckoff.
7. Coordinate and attend a pre-construction meeting with appropriate Township officials, utility companies and other parties affected by the construction activities.
8. Provide periodic inspection services during the construction phase.
9. Review contractor invoices to the Township of Wyckoff.
10. Make a final inspection of the project improvements.
11. Arrange to have the requisite pavement cores taken and tested in accordance with the NJDOT specifications.
12. Prepare and submit the final NJDOT paperwork for grant reimbursement.

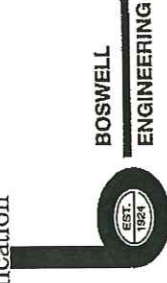
FEE PROPOSAL

Boswell will perform the services outlined in the proposal for an estimated fee not to exceed \$59,000.00 for both the design and the construction phases. The billing will be based on our hourly rates in effect at the time the work is performed. The NJDOT may reimburse the Township, through the grant received, up to 5% of the grant for design costs and up to 15% of the grant to cover construction inspection and materials testing.

ITEMS NOT INCLUDED IN THE ENGINEERING FEE

The following items are not anticipated to be required and are therefore excluded:

1. Soil Erosion and Sediment Control Plan Certification
2. Permit Fees, i.e. for the Bergen County Soil Erosion and Sediment Control Certification



**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022**

The Honorable Mayor and Committee
November 29, 2021
Page 3 of 3

3. New Jersey Department of Environmental Protection Permits
4. Right-of-Way and/or Easement Plans or Descriptions
5. Structural Plans (Including Retaining Walls)
6. Material Testing (required by the NJDOT)

We estimate that the hot mix asphalt materials testing required by NJDOT will be approximately \$3,000.00. The Township will be billed directly by the pavement coring/testing contractor. This expense may be included in the grant should the combined construction cost, construction inspection, and material testing be less than the grant. We estimate the fee for the Bergen County Soil Erosion Certificate to be approximately \$1,100.00.

Please note that NJDOT may require that some of the construction be completed at night as it affects the Route 208 exit ramp. That will be determined by NJDOT when a we receive the comments on the construction plans.

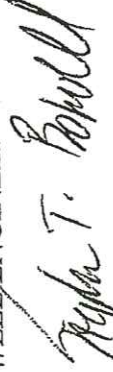
Additional work above and beyond what is outlined in the proposal will be performed as authorized by the Township.

Thank you for the opportunity to submit this proposal. We look forward to providing the Township of Wyckoff with our engineering services and to the successful completion of this project.

Should you have any questions or require additional information, please do not hesitate to contact Peter Ten Kate, P.E. or me.

Very truly yours,

BOSWELL ENGINEERING



Stephen T. Boswell, Ph.D., P.E., SECB, LSRP

STB/PCTK/amg

R:\Proposals\2021\10800-10899\10897 - Grandview Avenue\211129amgP1.docx"



**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022**

#22-126 Accept Donation from Torpedoes Soccer Club

WHEREAS, the Parks & Recreation Advisory Board and the Township Committee have been advised by Recreation Director, Andy Wingfield that lighting controls need to be installed at the Memorial Campus turf field soccer cage to facilitate its use after sunset; and,

WHEREAS, the Torpedoes Soccer Club utilizes the Memorial Campus turf field and the turf field cage for soccer training; and,

WHEREAS, the Torpedoes Soccer Club leadership have advised the Township Committee in a letter dated January 27, 2022, that they desire to donate funds to the Township of Wyckoff for lighting improvements to the Memorial Campus turf field; and,

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Wyckoff that they accept the donation of approximately \$10,000 from the Torpedoes Soccer Club to be used for municipal lighting improvements at the turf field soccer cage in the Memorial Campus.

BE IT FURTHER RESOLVED, that the Chief Financial Officer shall deposit the \$10,000 in the Township's Trust account for the Recreation Donation Fund.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be provided to the Chief Financial Officer and the Recreation Director.

PAGE NO.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022



TWP. OF WYCKOFF

JAN 27 2022

MUNICIPAL CLERK

TORPEDOES SOCCER CLUB

PO BOX 252
WYCKOFF NJ 07481

RE: Memorial Cage Lighting Project

To Whom It May Concern,

This letter is to request that our donation of \$10k to the Township be used for the installation of Lighting at the Memorial Cage in town.

If you need any other information, please do not hesitate to call or email me directly.

Sincerely,

Diane Weiner

Accountant

Torpedoes Soccer Club

dianew@torpedoessc.com

917-331-0421

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022**

#22-127 Award of Contract, Pay to Play, GovOs, Inc.

WHEREAS, the Municipal Clerk has determined a need exists to provide convenient online forms for residents and others doing business with the Township of Wyckoff; and,

WHEREAS, N.J.S.A. 19:44A-20.4 et seq., requires contracts procured through price quotations that are below the municipalities bid threshold but over the Pay to Play threshold of \$17,500 to be authorized after municipalities obtain the political contributions disclosure forms and the business entity disclosure certification.

WHEREAS, the aforementioned documentation has been obtained and it is available for public inspection in the Municipal Clerk's office; and,

WHEREAS, an encumbrance of funds certification is a requirement before a purchase order may be issued; and,

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Wyckoff that the Township Committee authorizes an award of contract to GovOs, 6300 Cedar Springs Road, Dallas, TX 75235 amounting to total expenditures to date of \$17,410.82.

BE IT FURTHER RESOLVED, that this contract has been awarded to this contractor based on the merits and abilities of the contractor to provide the goods or service as described herein. This contract was awarded through the alternate method pursuant N.J.S.A. 19:44A-20-4 et seq. As such, the undersigned does hereby attest that these contractors, their subsidiaries, assigned or principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A.

19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of these one (1) year contracts to any political party committee in the Township of Wyckoff if a member of that political party is serving in an elective public office of the Township of Wyckoff when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Wyckoff when the contract is awarded.

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 IS APPROPRIATED IN 2022 BUDGET ACCOUNT 2-1-26-315. THE BUDGETARY 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).

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF WYCKOFF

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that GOVOS, Inc. <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding this contract award action and during the period of the contract award to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Wyckoff as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

See attached list	

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Kofile Software Parent Holdings, Inc.	6300 Cedar Springs Road

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: GOVOS, Inc.

Signature of Affiant: *Kevin Lofeber*

Name of Affiant: Kevin Lofeber

Title: President

Date: 1/28/2022

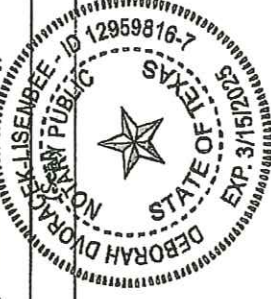
Printed

Subscribed and sworn before me this 28 day of

January 2022

My Commission expires: 3/15/25

[Signature]
(Witnessed and attested by)



TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

STATEMENT OF OWNERSHIP DISCLOSURE Page 1 of 2
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information shall render the bid proposal unresponsive and it will not be considered for an award.

Name of Organization: GovOS, Inc.

Organization Address: 6300 Cedar Springs Road

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type)
- ☐ Limited Liability Company (any type)
- ☐ Partnership Limited Partnership Limited Liability Partnership
- ☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets in the below format if more space is needed):

Name of Individual or Business Entity _____ Home Address (for Individuals) or Business Address _____

Kofile Software Parent Holding, Inc. 6300 Cedar Springs Road

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

STATEMENT OF OWNERSHIP DISCLOSURE

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II Page 2 of 2

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual Federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets in the below format if more space is needed.

<u>Website (URL) containing the last annual SEC (or foreign equivalent) filing</u>	<u>Page #'s</u>
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets in the below format if more space is needed.

<u>Stockholder/Partner/Member and</u>	<u>Home Address (for Individuals) or Business Address</u>
<u>Corresponding Entity Listed in Part II</u>	

See attached list

Part IV Certification

I, being duly sworn, upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that I am authorized to execute this certification on behalf of the bidder/proposer that the Township of Wyckoff is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Township of Wyckoff to notify the Township of Wyckoff Township Administrator, in writing, of any changes to the information contained herein that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and, if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township of Wyckoff, permitting the Township of Wyckoff to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): <u>Kevin Lafeber</u>	Title: <u>President</u>
Signature: <u><i>Kevin Lafeber</i></u>	Date: <u>1/28/2022</u>

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

Name: Kofile Software Parent Holdings, Inc.

Address: 6300 Cedar Springs Road

Dallas, Texas 75235

Name: Kofile Group Holdings, LP

Address: 6300 Cedar Springs Road

Dallas, Texas 75235

Name: AG Kofile Holdings, LP

Address: 6300 Cedar Springs Road

Dallas, Texas 75235

Name: Audax Private Equity Fund VI-A, L.P.

Address: 101 Huntington Ave, Fl 25

Boston, MA 02199

Name: Audax Private Equity Funds VI-B, L.P.

Address: 101 Huntington Ave., Fl 25

Boston, MA 02199

Name: _____

Address: _____

Name: Audax PE Co-Invest Series, LLC

Address: 101 Huntington Ave., Fl 25

Boston, MA, 02199

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022**

#22-128 Professional Service Appointment – Alternate

WHEREAS, the Township of Wyckoff has a real need and requires the professional services of an Alternate Municipal Prosecutor for the current year; and,

WHEREAS, the Township Committee has determined to appoint E. Carter Corriston, Esq. as its Alternate Municipal Court Prosecutor due to his significant legal experience with criminal law in New Jersey, as an attorney licensed to practice law in New Jersey and the thorough and complete work he has rendered to various municipal courts in previous years; and,

WHEREAS, the Purchasing Agent and the Chief Financial Officer have determined that the cost of these services may exceed \$17,500 and believe it is prudent to anticipate the value of these services in excess of \$17,500 to ensure compliance with NJSA 19:44A-20.5 et seq.; and,

WHEREAS, each business entity has completed and submitted a Business Entity Disclosure Certification which certifies that each business entity has not made any reportable contributions (\$300 or more) to a political or candidate committee in the Township of Wyckoff with the elected officials in the previous one year, and that the contract will prohibit each business entity from making any reportable contributions (\$300 or more) through the term of the contract; and,

WHEREAS, the Township Committee awards a one-year contract for Municipal Court Prosecutor services in accordance with the alternate process pursuant to the provisions of NJSA 19:44A-20.5; and,

WHEREAS, the Local Public Contracts Law NJSA 40A:11-5 requires the resolution authorizing award of contracts for professional services without competitive bids and the contract itself to be made available for public inspection; and,

WHEREAS, the Chief Financial Officer, in accordance with the Local Public Contracts Law, has duly executed a Certificate of Available of Funds indicating that adequate funds have been appropriated in the 2022 Temporary Budget and will be appropriated in the 2022 Municipal Budget when adopted for fees reasonably required in the line item municipal court – other expense.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff that a one year contract for this calendar year is hereby awarded to E. Carter Corriston, Esq., 41 Main Street, Hackensack, NJ 07601 for Alternate Prosecutor services, \$400.00 per court session and compensation up to \$4,500.00 when vouchers are approved by the Township Committee.

1. The Township Committee Chairman and Clerk are hereby authorized and directed to execute contracts with each of said professionals and to take all other steps necessary to carry this resolution into effect.
2. Said appointments are made without competitive bidding under the provisions of the Local Public Contracts Law which excepts from competitive bidding "Professional Services" rendered by persons authorized law to practice a recognized profession and whose practice is regulated by law in accordance with NJSA 40A:11-1 et seq. and in accordance with NJSA 19:44A-20.5 alternate process.
3. The Business Entity Disclosure Certification and the Political Contribution Disclosure Forms are in the professional services files.
4. The Municipal Clerk shall execute a public notice of said appointments in the official newspaper of the Township as required by law.

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022**

BE IT FURTHER RESOLVED that these contracts have been awarded to these contractors based on the merits and abilities of the contractors to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20-4 et seq. As such, the undersigned does hereby attest that these contractors, their subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of these one (1) year contracts to any political party committee in the Township of Wyckoff if a member of that political party is serving in an elective public office of the Township of Wyckoff when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Wyckoff when the contract is awarded.

CERTIFICATION

I, DIANA MCLEOD, CHIEF FINANCIAL OFFICER OF THE TOWNSHIP OF WYCKOFF, CERTIFY THAT ADEQUATE FUNDS HAVE BEEN APPROPRIATED IN THE "LEGAL SERVICES AND COSTS", "OTHER EXPENSE" PORTIONS OF THE 2022 TEMPORARY BUDGET AND WILL BE APPROPRIATED IN THE 2022 MUNICIPAL BUDGET ACCOUNT 0-01-43-495-000 FOR THE FOLLOWING PROFESSIONAL SERVICES FOR THE CALENDAR YEAR 2020. NOT TO EXCEED THE MAXIMUM AMOUNT AS SET FORTH ABOVE.

II Ordinances – Introduction

#1955 - AN ORDINANCE TO PROVIDE A CERTAIN CAPITAL IMPROVEMENT IN THE TOWNSHIP OF WYCKOFF AND TO PROVIDE FOR THE RECEIPT, ACCEPTANCE AND DEPOSIT OF GRANT FUNDS THEREFORE AND TO AUTHORIZE APPROPRIATIONS OF \$96,000.

III Motions

- A. Approve and memorialize Kevin O'Neill as a Junior firefighter with Fire Company #3.
- B. Approve and memorialize the Parent Teacher Organization at Eisenhower Middle School's Special Event Application for their Food Truck Fundraiser planned for Friday, June 3rd from 5-9 pm.
- C. Approve and memorialize Police Officer Kyle Scherm's regular appointment after the successful completion of his two-year probationary period.

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

Committeeman Madigan: I have a comment. For first of all, I'd like to again congratulate Police Officer Kyle Scherm on his appointment to the Police Department. After successful completion of his two year probationary period, tonight he is appointed as a full Police Officer. And I am very excited to approve and memorialize Kevin O'Neill as a Junior Firefighter with Company Three. I know he's here in the room. And I see that his Chief is here, Matt Tani. So after we approve all this, I'm going to swear Kevin O'Neill in as a Junior Firefighter. So congratulations to both of them.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022

The Following vote is the vote on the Consent Agenda:

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

With an affirmative vote, the motion is approved.

Ordinances – Public Hearing / Further Consideration:

None

Mayor Boonstra: Mr. O'Neill is here with Chief Tani, and I also see his parents. Mr. Madigan, as you're the Fire Commissioner, if you want to step forward, you can swear Mr. O'Neill in. We'll take a moment of Mayor's privilege and we'll swear in Mr. O'Neill here tonight his parents can see him sworn in and take a few pictures.

Meeting was adjourned at 8:16pm

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

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

With an affirmative vote, the motion is approved.

During the course of this live meeting there were between one and four concurrent viewers watching on YouTube.



Mayor, Rudolf E. Boonstra



Nandy A. Brown
Municipal Clerk

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022



State of New Jersey

DEPARTMENT OF TRANSPORTATION

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

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

January 26, 2022

Nancy Brown
Township of Wyckoff Municipal
Clerk Memorial Town Hall
340 Franklin Avenue-Scott Plaza
Wyckoff, NJ 07481-1907

DIANE GUTIERREZ-SCACCETTI
Commissioner

Re:

New Jersey Department of Transportation
Route 208 Culvert Replacement – Structure No. 0233-155
NJ Route 208, Milepost 6.31
Township of Wyckoff, Bergen County, New Jersey
Freshwater Wetlands General Permit 10A and Flood Hazard Area Control Act Individual Permit

Applicant:

New Jersey Department of Transportation
1035 Parkway Avenue, P.O. Box 600
Trenton, New Jersey 08625
Attn: Zakrollah Asadpour, Environmental Specialist 4

Dear Ms. Brown:

This letter is to provide you with legal notification that the New Jersey Department of Transportation (NJDOT) is submitting an application for a Freshwater Wetland General Permit 10A and Flood Hazard Area Control Act Individual Permit in accordance with the Freshwater Wetlands Protection Act Rules (N.J.A.C. 7:7A) and the Flood Hazard Area Control Rules (N.J.A.C. 7:13) to the New Jersey Department of Environmental Protection (NJDEP), Division of Land Resource Protection. The project proposes the replacement of a structurally deficient culvert with a reinforced concrete pipe arch structure at Milepost 6.31 along NJ Route 208. Additionally, the project proposes to upgrade existing guiderail to current design standards. The project is located within Wyckoff Township, Bergen County, New Jersey.

Enclosed is a copy of the Flood Hazard Area Control Act Individual Permit and Freshwater Wetland General Permit 10A permit applications that will be submitted to NJDEP. In accordance with NJDEP public notification requirements, we ask that you please retain this copy of the permit applications in your office for public review.

The Department of Environmental Protection welcomes comments and any information that you may provide concerning the proposed development and site. Please submit your written comments within 15 calendar days of receiving this letter to:

“IMPROVING LIVES BY IMPROVING TRANSPORTATION”
New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

PAGE NO.

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, FEBRUARY 1, 2022**

New Jersey Department of Environmental Protection
Division of Land Use Regulation
P.O. Box 420, Code 501-02A
Trenton, NJ 08625
Attn: Township of Wyckoff Supervisor

If you have any questions about the application, please feel free to contact me at (609) 963-1114.

Sincerely,

Zakrollah Asadpour

Zakrollah Asadpour
Environmental Specialist 4
New Jersey Department of Transportation

Enclosures

Cc: Dhananjay Rana – NIDOT Project Manager
Ashley Davis – NIDOT
Lori Wade – Michael Baker



TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM

WYCKOFF POLICE DEPARTMENT
TUESDAY, FEBRUARY 1, 2023



340 Franklin Avenue
Wyckoff, New Jersey 07481

David V Murphy
Chief of Police

On Friday, January 28, 2022, from 0800-1200 hours, the Wyckoff Police Department along with the New Jersey Division of Motor Vehicles: Mobile Inspection Team conducted a safety check point on Franklin Avenue at Zabriskie Pond. The goal of the check point was to have any vehicle traveling through Wyckoff with an expired inspection sticker or other safety violations be inspected by the state inspection team and Wyckoff Police Officer to ensure the safety of motorists and pedestrians.

January 28: INSPECTION RESULTS

Total number of vehicles inspected:

30

Total summonses issued:

17

**** 6 Wyckoff Township employees/volunteers were able to take advantage of this service and have their personal/family vehicle's inspection renewed. ****

SUMMONSES ISSUED: 17 (BREAKDOWN)

13: Failure to Inspect

02: Operating an Unregistered Motor Vehicle

01: Operating a Motor Vehicle with a Cracked Windshield

01: Operating a Motor Vehicle without liability insurance

Sgt. Brian Zivkovich #228

Sgt. Brian Zivkovich #228

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM

WYCKOFF POLICE DEPARTMENT
TUESDAY, FEBRUARY 1, 2022



340 Franklin Avenue
Wyckoff, New Jersey 07481

David V Murphy
Chief of Police

January 25, 2022

To: Nancy A. Brown, Acting Township Administrator

From: David V. Murphy, Chief of Police

Re: Regular Appointment of Police Officer Scherm

Please let this letter serve as notice that Police Officer Kyle Scherm has successfully completed his two year probationary period and should receive regular appointment from the Township:

Appointed-February 4, 2020

A handwritten signature in dark ink, appearing to read "David V. Murphy".

David V. Murphy
Chief of Police

