

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, NOVEMBER 14, 2022

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE BUSINESS MEETING
MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 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 Municipal Clerk, 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 MELCHIONNE
MADIGAN YES MELCHIONNE YES RUBENSTEIN YES
SHANLEY YES BOONSTRA YES

Request motion to close the Public Comment Period:

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

7. Approval of the November 1, 2022 Township Committee Work Session and Regular Business meeting minutes:

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

I Resolutions (Adoption of the following):

#22-268	Re-Appoint CDBG Representatives
#22-269	Authorize Contract for CDL Mandate Compliance
#22-270	Amend #22-261 Non-Participant Sewer Laterals

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, NOVEMBER 14, 2022

#22-271	Authorization of Vouchers & Payment of Bills
#22-272	Close Completed Capital Grant Receivables & Authorizations
#22-273	Return of certain overpaid taxes, escrow monies, etc.
#22-C9	Closed Session – Pending Litigation

II Ordinances – Introduction

NONE

III Motions

- A. Approve the Wyckoff Chamber of Commerce's request to hold their Santa event and Tree lighting here at Town Hall on Friday, December 2, 2022. (Rain Date of Monday, December 5th). This event also includes Santa being driven on a Fire Truck which makes several stops at Shopping Centers in town.
- B. Approve and memorialize request by the Zabriskie House Trustees to post five (5) sandwich board signs on private property advertising their Holiday Open House beginning November 21, 2022, up to and including December 3, 2022.
- C. Approve and memorialize Paige S. Alvarez as a firefighter with Fire Company #1 effective November 14, 2022.

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:	<u>MADIGAN</u>	<u>SECOND</u>	<u>SHANLEY</u>
<u>MADIGAN</u>	<u>YES</u>	<u>MELCHIONNE</u>	<u>YES</u>
<u>SHANLEY</u>	<u>YES</u>	<u>BOONSTRA</u>	<u>YES</u>

9. Ordinances – Public Hearing / Further Consideration:

Mayor Boonstra, I have an Ordinance for Public Hearing / Further Consideration on tonight's agenda. It is **Ordinance #1971** which is

AN ORDINANCE AMENDING SALARY ORDINANCE #1963 AND FIXING THE RATE OF COMPENSATION OF CERTAIN TOWN HALL EMPLOYEES OF THE TOWNSHIP OF WYCKOFF.

for second reading, by title only, and a copy of this Ordinance has been posted on our municipal website, on the bulletin board in Town Hall where public notices are customarily posted, and copies have been made available to members of the general public of the Township who have requested the same.

COMMITTEE PERSON SHANLEY: I move the Ordinance on second reading by Title only.

COMMITTEE PERSON MADIGAN: Seconded.

ROLL CALL VOTE

<u>MADIGAN</u>	<u>YES</u>	<u>MELCHIONNE</u>	<u>ABSTAIN</u>	<u>RUBENSTEIN</u>	<u>YES</u>
<u>SHANLEY</u>	<u>YES</u>	<u>BOONSTRA</u>	<u>YES</u>		

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, NOVEMBER 14, 2022

CHAIRPERSON: This is the time and place for the Public Hearing on Ordinance #1971, and all persons who wish to be heard, please state your name and address before making your statement. If you wish to comment, please dial 201-891-7000, ext. #2220, or step to the microphone.

(Public Comments are heard here.)

At the Conclusion of public comments:

COMMITTEE PERSON SHANLEY: I move that the Public Hearing on Ordinance #1971 be closed.

COMMITTEE PERSON MADIGAN: Seconded

ROLL CALL VOTE

MADIGAN YES MELCHIONNE ABSTAIN RUBENSTEIN YES
SHANLEY YES BOONSTRA YES

MUNICIPAL CLERK: BE IT RESOLVED, by the Township Committee of the Township of Wyckoff that Ordinance #1971, after public hearing and further consideration is hereby adopted, and the Municipal Clerk is hereby authorized and directed to publish the Notice of Final Passage of said Ordinance in the official newspaper for the Township as provided by law.

COMMITTEE PERSON SHANLEY: I move the resolution.

COMMITTEE PERSON MADIGAN: Seconded.

MADIGAN YES MELCHIONNE ABSTAIN RUBENSTEIN YES
SHANLEY YES BOONSTRA YES

10. Adjourn

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

MOTION: SHANLEY SECOND MADIGAN
MADIGAN YES MELCHIONNE YES RUBENSTEIN 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
MONDAY, NOVEMBER 14, 2022 – 7:00 P.M.**

OPEN PUBLIC MEETINGS ACT

PLEASE TAKE NOTICE, that in accordance with the Open Public Meetings Act N.J.S.A. 10:4-6 et seq., the Township Committee of the Township of Wyckoff shall conduct its 7:00 pm, Monday, November 14, 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 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, November 11, 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, November 11, 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 November 14, 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
MONDAY, NOVEMBER 14, 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: Township Administrator Matthew A. Cavallo, Municipal Clerk Nancy A. Brown and 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 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."

It was confirmed that the Finance Committee has reviewed and signed vouchers, and that the Mayor and Municipal Clerk have signed any necessary documents.

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 Committeeman Shanley, seconded by Committeeman Madigan, all voting yes to open the ten (10) minute public comment period.

There was no public comment.

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

Administrator's Report:

1. On Friday, November 11, 2022, the Township went out to rebid for Solid Waste, Recycling, and Vegetative Waste Collection Services. Bids are due back on December 1.
2. The NJ Department of Community Affairs (DCA) has awarded \$10 Million in American Rescue Plan Firefighter Grants to 293 Fire Departments in New Jersey. The Township of Wyckoff is one of the lucky 293 and have received \$33,000 towards the purchase of gear washers and dryers for the Wyckoff Volunteer Fire Department.
3. Thanks to Nancy, along with Al Kreis and Tom Gensheimer from the Building Department for working together to get the load calculator for generators into an interactive form on our website.
4. The grip pavement on Russell Avenue at Helena Avenue was installed two weeks ago.
5. The Draft of the 2022 Municipal Calendar was circulated to Managers today for review. Calendar delivery may be a bit delayed but is still expected to be mailed by the middle of December.

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE OPEN WORK SESSION MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022 – 7:00 P.M.**

6. Leaf collection is currently in District 6. We ask all residents to be patient as we move from district to district. Also, please keep the leaf piles on your properties and not in the street.
7. Our annual tax sale is scheduled for this Thursday, November 17, 2022 at 10:00 a.m.
8. Applications are being accepted for a part-time administrative assistant in the DPW. 20-25 hours per week. Anyone interested should apply online at our website.
9. The military tribute banners will all be taken down by tomorrow and stored. The DPW is in the process of putting up the Christmas wreaths.
10. A reminder that the White Good's Collection Program is suspended for the remainder of the year.

Township Committee Reports:

Peter Melchionne:

1. Mr. Melchionne thanked Mayor Boonstra on his re-election to the Township Committee.
2. The Environmental Commission is meeting this evening in the Ladderback Room. The Green Fair, organized by one of the Junior Commissioners, will take place on Saturday, November 19, 2022 at the Wyckoff Public Library from 11:00 a.m. to noon. Mr. Melchionne asked governing body members to support this event and attend.
3. Mr. Melchionne will attend the Sustainable Jersey Luncheon at the NJ League of Municipalities in Atlantic City where the Township of Wyckoff will receive their Silver Certification.
4. Mr. Melchionne reported the DPW Leaf Crews are working six (6) days a week to collect the voluminous piles of leaves in town. Several factors beyond the DPW crews control – Summer drought conditions causing the leaves to fall earlier this year, has resulted in a slower collection process.
5. Mr. Melchionne mentioned that the Veteran Banners were again displayed this year before Memorial Day through Veteran's Day. Thank you to all the veterans that are serving and/or who have served our country.

Thomas Madigan:

1. Mr. Madigan also congratulated Mayor Boonstra on his re-election to the Township Committee.
2. Congratulations as well to the successful Ramapo/Indian Hills Board of Education Trustees and the Wyckoff K-8 Board of Education Trustees on their respective elections.
3. As a follow-up to Mr. Madigan's September 2nd memo, there will be a discussion this evening regarding the Length of Service Award Program (LOSAP) specifically, the long overdue increase for the volunteer

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE OPEN WORK SESSION MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022 – 7:00 P.M.**

firefighters and ambulance corps members. A required resolution for the Reorganization Meeting in January will affirm this increase.

4. Mr. Madigan is looking forward to attending the meetings and seminars presented at the NJ League of Municipalities Conference in Atlantic City this week.
5. There is a Police Negotiation Discussion scheduled for Monday, November 21, 2022.
6. Mr. Madigan congratulated the Ramapo High School Girls Soccer Team on winning the State Championship over the weekend. Hopefully, the team will attend a Township Committee Meeting to be recognized for their achievement.
7. As Fire Commissioner, Mr. Madigan congratulated Paige Alvarez on her confirmation as a volunteer firefighter with Company #1 this evening.

Melissa Rubenstein:

1. The Zabriskie House is going to hold their Holiday Open House on Saturday, December 3, 2022.
2. Ms. Rubenstein reflected on her memo from November 10th requesting that the LOSAP be increased to the full contribution this year, which is \$1,587.00. Recognizing that this is a tough financial year, Ms. Rubenstein suggested increasing the payment over three (3) years to increase by \$150 in 2023 and 2024 and \$137 in 2025. The governing body will discuss this payment option this evening.

Timothy Shanley:

1. Mr. Shanley congratulated Mayor Boonstra on his re-election.
2. Mr. Shanley advised that the 2022 Recreation Football Season is completed. Unfortunately, the Pee Wee's lost in the Super Bowl over the weekend at Indian Hills. The Seniors lost in the semi-final game to Montvale.
3. Mr. Shanley congratulated the Ramapo High School Girls Soccer Team for winning the Group 3 State Championship by beating Cherry Hill at Kean College this weekend.
4. The Ramapo High School Boys Football Team lost in overtime in the State Championship to Northern Highlands.
5. Mr. Shanley, the Administrator and the Township Attorney attended the Ridgewood Water Roundtable where a suggestion was discussed to draft an ordinance to collect the cost for the replacement of the lead lines leading into residential homes via taxation. The Administrator will provide further advisement on how to proceed in this regard.

Ridgewood Water also discussed their treatment process of PFOAS in the water and essentially explained the PFOAS are not in the drinking water at this time. The only time PFOAS are exhibited is when the pressure is decreased in their entire water system. When this occurs, Ridgewood Water must utilize the wells that are not yet traveling through the filters that remove the PFOAS. This usually only happens in the

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE OPEN WORK SESSION MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022 – 7:00 P.M.**

Summer when residents are watering lawns and the water pressure is diminished. However, when water demand is low, very little PFOAS are present therefore meeting the standards for municipal drinking water. Additionally, several new water treatment systems have been installed for most of the wells however, additional treatments to the wells with PFOAS are pending.

Mr. Shanley shared further information relating to the lead line replacement project. There are just sixteen (16) properties in Wyckoff with lead lines at this time. Hopefully, the cost to residents will be accomplished through a special assessment however, those details must be determined by the three (3) Ridgewood Water receiving towns and the Village of Ridgewood.

Mayor Boonstra:

1. Mayor Boonstra thanked everyone who showed their support on his re-election to the Township Committee on November 8th. He thanked everyone present this evening as well as the entire community.
2. Mayor Boonstra also congratulated the five (5) Board of Education Candidates who were successful at the polls on Election Day. Best of Luck to them in their respective seats.
3. On Wednesday, November 2, 2022, Mayor Boonstra attended a ceremony at the Goffle Road Poultry Farm. This ceremony publicized the grant award the Poultry Farm has received from the federal government which is part of the "Build Back Better" Program. Congressman Gottheimer and a representative from the Administration in Washington who oversees these grant programs in New Jersey were in attendance. This \$4.3 million dollar project is an expansion of an agricultural use whereby the Poultry Farm is planning to build a 30,000 square foot processing plant on the five (5) acre property purchased three (3) years ago and located behind the existing site. It will be an expansion of the existing use on the site as well as a significant cleanup improvement. The current traffic issues will be modified with a new traffic pattern to alleviate holiday congestion. The Administrator advised the Goffle Road Poultry Farm application should be heard by the Planning Board sometime in January or February 2023.
4. Mayor Boonstra attended the Eagle Scout Court of Honor on Sunday, November 6, 2022 for Colin Weichman.
5. The Wyckoff Board of Health conducted their meeting on Thursday, November 10, 2022. Rich Calbi from Ridgewood Water was in attendance to discuss the lead pipe replacement project which Committeeman Shanley expounded upon. There was also a discussion on the regulations and inspections concerning mobile food trucks such as the Wonder Trucks that are visible throughout Wyckoff. It was noted that these trucks are inspected at the town in which the company is based - where the food supply originates and not in the towns where the trucks serve the food.
5. The Wyckoff Police Department has placed a new Chevy Tahoe on patrol. There is an additional Chevy Tahoe ordered as well.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE OPEN WORK SESSION MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022 – 7:00 P.M.

Township Attorney Report:

1. Mr. Landel spoke to the attorney representing the owners of The Barn Original Restaurant regarding their sewer extension project. The Developer's Agreement should be finalized soon and the project work to move forward.
2. Mr. Landel also attended the Ridgewood Water Roundtable Meeting as Committeeman Shanley had covered in his report.
3. Mr. Landel spoke to the Village of Ridgewood Manager concerning the measures that were instituted by Ridgewood with regard to the pickleball noise issue. Soundproofing on the inside of the pickleball courts was installed which made a significant difference in the noise level. Apparently, the soundproofing was installed on the outside of the courts and was ineffective. Also installed was a different matted system on the inside to work with the original barrier. The hours of operation at the pickleball courts were changed as well. The Village Manager will forward the information from the vendor that sold the soundproofing system to Ridgewood to Mr. Landel. Then, a price quotation can be obtained to create a plan that Wyckoff can pursue. Committeeman Shanley asked Mr. Landel the determined start date of the Pickleball Courts in Ridgewood. Mr. Landel replied that the pickleball courts open at 8:00 a.m.

Mayor Boonstra invited Committeeman Madigan to speak on the Length of Service Award Program (LOSAP) that the Township provides to the volunteer firefighters and ambulance corps members.

Thomas Madigan:

"I thank you for making a proposal, Ms. Rubenstein, and as we are both members of the Finance Committee, I'd like to discuss your memo. I just want to comment that I was pretty clear in my memo of September 2, 2022, but I want to reaffirm what Melissa's memo proposed. Reaffirming that, you know, the proposed increases, particularly the updated one that we have in front of us fits in from a budgetary standpoint. I think it's good for our volunteers. And I look forward to finalizing direction so we can be prepared for our January 1st meeting."

Melissa Rubenstein:

"As I just mentioned before, the way this works is that the maximum contribution for 2022 could be \$1,587. For all the members who qualify for LOSAP, which has historically, in the past few years has been about 50 volunteers out of the total number of 110. My proposal is to do an increase of \$150 in 2023, \$150 in 2024 and the remaining \$137 in 2025 and then address any CPI increases after that."

Matthew Cavallo:

"As a matter of procedure, I had a conversation with Gary Higgins, our Auditor, last week about this issue. It's his thought that the resolution should not stage the increases in contributions because you technically can't pass a resolution that would bind the hands of a future Township Committee. But what he does recommend is that we put it on as our standard resolution on January one, where we set the rate for the year and the same action will be done every single year going forward.

I think it just needs to be well documented for this meeting that everybody's in agreement. So that we all know, and Nancy knows, we can just put it in the tickler file that each year we will pass a resolution on January one setting the rate for the year, even if it doesn't change."

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE OPEN WORK SESSION MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022 – 7:00 P.M.

Melissa Rubenstein:

"Okay, I understand that, but how do we ensure that it happens in future years? Because we want to break it up over the next few years, how do we ensure that next year, knowing that we can't technically bind the hands of the future committee, but we want to make sure that we don't do \$150 this year and then nothing next year?"

Matthew Cavallo:

"I can tell you that we will add it to our standard resolution so it will be there."

Melissa Rubenstein:

"I meant can you talk to the Auditor to see if there's a way we could document it in the resolution, but actually make it so it's not tying the hands of future Township Committees. I am sure that there's probably a way to do it."

Matthew Cavallo:

"Well, the answer is if it's automatically put on every January 1, the Township Committee would have to affirmatively remove it in order for it to not be implemented."

Melissa Rubenstein:

"But then is it going to be a standard \$150 each year or is that dollar amount going to change?"

Matthew Cavallo:

"We'll make sure that each year it goes up to the match. The memo covers three years, and then the fourth year it'll have to be static unless further action is taken by the governing body. But then it also puts it in the forefront that it's there and we need to amend it annually."

Mayor Boonstra:

"I just want to make sure it's documented that every Township Committee member that is present today is in agreement with our discussion as presented in the memo from Ms. Rubenstein and that going forward the need to amend the dollar amount will appear on the reorganization meeting."

Thomas Madigan:

"I just want to say to my fellow Committee people, that as Fire Commissioner, I want to thank you for the support for our volunteers. We all know that we have dedicated volunteers and I just want to particularly note the efforts of Matt Cavallo, our Township Administrator, Diana McLeod, our Chief Financial Officer as well as our Auditor, Gary Higgins who contributed to the background and history of LOSAP and spent so much time contributing information."

Mayor Boonstra thanked Mr. Madigan and Ms. Rubenstein and announced that the Township Committee would be going into closed session to discuss a confidential item and that the meeting would reconvene at eight o'clock.

Motion to enter a Closed Session Discussion in accordance with Resolution #22-C9 from the Open Public Work Session Meeting at 7:30 p.m.:

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

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE OPEN WORK SESSION MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022 – 7:00 P.M.

Resolution: Adoption of the following:

#22-C9 Closed Session Discussion

WHEREAS, the Township Committee of the Township of Wyckoff is subject to certain requirements of the “Open Public Meetings Act”, N.J.S.A. 10:4-12, et seq.; and,

WHEREAS, the “Open Public Meetings Act”, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and,

WHEREAS, it was necessary for the Township Committee of the Township of Wyckoff to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

N.J.S.A. 10:4-12b (7) – Pending Litigation

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey assembled in public session on November 14, 2022, meeting, hereby authorize, that an Executive Session closed to the public shall be conducted on November 14, 2022, in the Municipal Court Room at Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey 07481, for the discussion of matters relating to the specific items designated above.

BE IT FURTHER RESOLVED, that the minutes of the said closed session will be made public when the Township Committee of the Township of Wyckoff determines the reason for the minutes to remain closed no longer exists and the Municipal Clerk shall attach to this resolution when completed the Closed Session Meeting Minutes related to the specific items designated above.

Motion to exit the Closed Session Discussion and re-enter the Work Session Meeting at 7:52 p.m.:

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

Adjourn the Open Work Session Meeting at 7:53 p.m.

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



Rudolf E. Boonstra
Mayor



Nancy A. Brown
Municipal Clerk

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, NOVEMBER 14, 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 Mayor Rudolf E. Boonstra.

RE: Township Committee Meeting of Tuesday, November 14, 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 N.J.S.A. 10:4-6 et seq., the Township Committee of the Township of Wyckoff shall conduct its 7:00 pm, Monday, November 14, 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 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, November 11, 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, November 11, 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 November 14, 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, NOVEMBER 14, 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: Township Administrator Matthew A. Cavallo, Municipal Clerk Nancy Brown and Township Attorney Robert Landel.

Meeting Open for Public Comment

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

Good evening members of the Wyckoff Township Committee, thank you all very much for giving me your time and attention. My name is Elaine Alvarez and I live at 156 Langlitz Rd, Westtown, NY but was raised in Franklin Lakes, graduated from Ramapo High School, and have immediate family who own property and business in Wyckoff. I'm here to express that I would like Wyckoff to reconsider allowing cannabis businesses in its town. I'll set forth to tell you what qualifies me to be here speaking to you on the matter, several therapeutic benefits of cannabis, and why cannabis businesses will be a good thing for Wyckoff. I graduated from the University of Maryland, College Park in 2019 with a double major in Biochemistry and Physiology and Neurobiology. My first job out of college was at a cannabis testing laboratory in Maryland. At this lab we were responsible for analyzing cannabis and cannabis-containing products to ensure it was safe for consumers. This entailed testing for microbial, heavy metals, pesticides, terpenes, and potency. I became an integral part of the company and helped establish labs in Florida, Pennsylvania, and New Jersey. While I was working full-time I enrolled in the Medical Cannabis Science and Therapeutics Master's Program at the University of Maryland, Baltimore and graduated May of this year. I am also a licensed hemp cultivator in the state of NY. I have been fortunate enough to participate in the cannabis industry in several states which has given me a unique perspective. The use of cannabis for medicinal purposes has been documented since 2800 BC. 1 Present day, cannabis has been reported to be beneficial in the treatment of arthritis, chronic pain, anxiety, PTSD, chemotherapy induced side effects, autism spectrum disorder, phantom limb syndrome/pain, preventing seizures, inflammation reduction, and more. 2,3,4 I met a young gentleman who was working towards becoming a police officer, before he was struck by a car and had to undergo many surgeries and have several metal plates and screws implanted in his body. His doctors prescribed opioids for his pain but before it was too late, he switched to cannabis because he experienced first hand how addictive and dangerous opioids are and it was leading him down a path he did not want to go down. In my Master's Program, there was a mother who has an adult son with very severe autism. It was difficult to hear her recount how everyone in her house would have to wear helmets because of her son's aggressive and violent outbursts. It was not until she started giving her son cannabis that she was finally able to live in her own house without having to wear a helmet. From this last case I have emitted the mother's struggle in not only obtaining medicinal cannabis, but having to make her own oils with different concentrations because it was not readily available to her. There are countless stories like this. Allowing cannabis businesses in Wyckoff will provide its townspeople with the opportunity to acquire alternative medicine without having to travel to other towns. This will greatly benefit the older population who do not feel comfortable driving long distances. It will also create job opportunities for those interested in business, medicine, science or horticulture, as well as generate a lot of tax revenue that can be directed towards the towns needs. The town of Lodi approved cannabis businesses and implemented the cannabis transfer tax in August 2022. The first check they received was for over \$70,000. There is only one cannabis business in Lodi, an alternative treatment center. Furthermore, the municipality has a say over who

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, NOVEMBER 14, 2022**

operates in Wyckoff. Not only does an applicant have to get approval by the state to acquire a cannabis license, which involves submitting a business plan, security plans, and background checks among other requirements, but must also have zoning approval. This shall consist of a letter or affidavit from appropriate municipal officials that the location will conform to municipal zoning requirements allowing for activities related to the operations of the proposed cannabis business. The NJ Cannabis Regulatory Commission set forth regulations that applicants and businesses must adhere to, one of which is that the business must be compliant with local codes and ordinances for the proposed location including the distance from the closest place used exclusively for religious worship, like a church, and the distance from the closest school, playground, park, or child daycare facility. To summarize my public comment, I am a well-educated individual with years of experience in the cannabis industry, cannabis has many reported therapeutic benefits, and allowing cannabis businesses to operate in Wyckoff will have a positive impact on the town. If anyone has any questions, comments, or concerns, I'd be happy to address them at the following township committee meeting. I can also be reached via email at eavlar1097@gmail.com. I'd like to thank you again for your time and attention.

References

1. History of cannabis. The University of Sydney. <https://www.sydney.edu.au/lambert/medicinalcannabis/history-of-cannabis.html>. Accessed November 15, 2022.
2. Webb CW, Webb SM. Therapeutic benefits of cannabis: a patient survey. *Hawaii J Med Public Health*. 2014;73(4):109-111.
3. Goldstein B. Cannabis Revealed: How the World's Most Misunderstood Plant Is Healing Everything from Chronic Pain to Epilepsy. *États-Unis: Bonni Goldstein*; 2016.
4. Hirsch E, Gierlich J, Glants E, Sheikh T, Duran D, Krishna R. Rebound Pain in a Patient Taking Medical Marijuana for Phantom Limb Syndrome . *Neurology*. April 2019

My name is Janet Tuomey and I live in Spring Meadow at 501A Aspen Lane.

Thank you very much for your input, Ms. Alvarez. I understand you graduated in 2019. So, she's had three years' experience. Three years' experience since she graduated. And that's very wonderful I'm sure, it sounds like it's very good experience. But I've had more experience with marijuana. Besides being a Nurse Practitioner, I also happen to be a retired alcohol and drug counselor which was a very difficult certification to achieve. I am not a professional and I never got money for any drug & alcohol counseling I ever did. It was always free. I also taught in public schools, and I taught about alcohol and drug use too.

There are many aspects of cannabis that are very difficult for everybody to understand. Cannabis has some very good purposes which Miss Alvarez told us about. I've had many years volunteering in drug rehab places to get my certification. I've met many young people who have always started with cannabis in their progression into other drugs including heroin, etc. Almost every drug counselor will say, it starts with marijuana. I learned that that's very true in many cases, maybe not all, but in many, many, many cases.

We all know that driving is very much affected by drug & alcohol use and young people and cannabis really don't mix. There is a strong relationship between drug use and driving violations. Many traffic incidents are found with people with cannabis. Now I know there are regulations about age limits in the new laws as well as regulations about what the cannabis used for. I'm wondering why cannabis can't be dispensed in a regular drug setting like a drugstore or other setting. I assume that this is what they consider to be a very tight drug setting. Things happen to go awry.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, NOVEMBER 14, 2022

I don't think it would be terrible if somebody must go out of town to get cannabis in another town. It's very easy to get in other nearby towns. I just don't think we want to support a drug that young people up to now have used very liberally and gotten into a lot of trouble. We know that it is a relaxant, and we know that it is not addictive. I know that they always say it's not addictive, but it has many, many, many, many downsides.

I think we all want to read a little bit about cannabis, and I think that facts should be presented very seriously to you before you make an economic decision in favor of cannabis businesses in town.

Thank you very much for listening to me and if you want more information, it's very readily available. Our Police Department has resources for you, and I know this because I picked up some information.

Committeewoman Melissa Rubenstein

I want to just add that I appreciate what both of you are saying. The marijuana that you get on the street today is not the same marijuana we used in high school. I am 100% in favor of the legalization of marijuana. Because I would rather that my children get legal marijuana then get marijuana laced with fentanyl off the street. We didn't have those concerns when I was 16. We didn't have to worry about that. We got whatever our friends got and used it, and we were fine. There was a New York Times article recently about this very topic. I'm sure everybody saw it. It was about three young working professionals who got drugs from their local drug dealer and unfortunately it was laced with fentanyl. We're talking about an attorney, a social worker and a nurse and they all died. Because they got street drugs. Making marijuana legal has also made it much, much, safer for people who want to use it. There is an age requirement, but as we all know, teenagers use alcohol, they use marijuana, they are going to continue to do these things. I am 100% in favor of doing it the safe way and not the way where my kids could go to a party and end up dead because the marijuana is laced with fentanyl. Things have changed in the last 5 or 10 years.

Mayor Boonstra

I don't want to engage. There'll be another time in the future for discussion about whether we're going to change or change the way we view this issue. I don't know if I want to get into it tonight.

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

With an affirmative vote, the motion is approved.

Approval of the November 1, 2022 Township Committee Work Session and Regular Business meeting minutes:

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

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, NOVEMBER 14, 2022

I Resolutions (Adoption of the following):

22-268 Re-Appoint CDBG Representatives

WHEREAS, the Bergen County Community Development Office has notified the Township that the Community Development representatives from Wyckoff appointed on May 10, 2022, shall be effectively re-appointed on November 14, 2022, for a term effective from July 1, 2022, to June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey that the following appointments as Community Development representatives are made:

Matthew Cavallo
Township Administrator
Business Phone: 201-891-7000

Nancy A. Brown
Municipal Clerk
Business Phone: 201-891-7000

#22-269 Authorize Contract for CDL Mandate Compliance

WHEREAS, the Township of Wyckoff is mandated by Federal Law and US DOT Regulation to comply with the Commercial Driver's License mandate for random drug and alcohol testing; and

WHEREAS, the Township Administrator recommends renewing its contract with Valley Health System, Inc. to perform the required random drug and alcohol testing and Medical Review Officer (MRO) services; and

WHEREAS, it has been determined by the Township Administrator/Qualified Purchasing Agent that the total cost of contract for the calendar year will not exceed \$2,000.00 and does not require public bidding; and

WHEREAS, in accordance with N.J.S.A. 40A:11-15, this contract award is subject to the availability and appropriation of sufficient funds in 2023.

WHEREAS, the term of this agreement shall be for a period of one (1) year commencing on January 1, 2023 and terminating on December 31, 2023.

NOW, THEREFORE, BE IS RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey, that a contract is awarded to Valley Health System, Inc., 223 North Van Dien Avenue, Ridgewood, New Jersey 07450 for an amount not to exceed \$2,000.00

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

CERTIFICATE OF AVAILABLE FUNDS

I, DIANA MCLEOD, CHIEF FINANCIAL OFFICER OF THE TOWNSHIP OF WYCKOFF IN ACCORDANCE WITH NJAC 5:30-5.5 (b) 2 CERTIFY THAT THIS CONTRACT AWARD WHICH WOULD TAKE PLACE ON JANUARY 1, 2023, IS SUBJECT TO THE AVAILABILITY OF FUNDS APPROPRIATED IN THE 2023 ANNUAL BUDGET AND SUBSEQUENT ANNUAL BUDGETS AS REQUIRED. THE BUDGETORY ACCOUNTING ENCUMBRANCE PROCESS AS SET FORTH IN NJAC 5:30 (c) AND 5:30 – 5.4 (b) FOR EACH FISCAL YEAR SHALL TAKE THE PLACE OF AND BE USED INSTEAD OF, WRITTEN CERTIFICATION OF AVAILABLE FUNDS AS SET FORTH IN NJAC 5:30-5.4(a).

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

- o Appropriate evidence that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (such as a Letter of Federal Affirmative Action Plan Approval);
- o A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; or
- o An Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance), to be completed by the contract, in accordance with N.J.A.C. 17:27-4).

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

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This AGREEMENT is made between Valley Health System, Inc. ("PROVIDER"), a New Jersey non-profit corporation having its principal place of business at 223 North Van Dien Avenue, Ridgewood, New Jersey 07450 and Wyckoff, Township of ("PUBLIC ENTITY"), a PUBLIC ENTITY having its address at Scott Plaza, Wyckoff, New Jersey 07481 on this date of **January 1, 2023**, which shall hereinafter be referred to as the execution date of this Agreement.

WHEREAS:

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

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

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

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

I. PROVIDER RESPONSIBILITIES

- A. PROVIDER will offer the following services to PUBLIC ENTITY upon request:
1. Alcohol tests, performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.
 2. Drug tests, performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results.
 3. DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, performed in accordance with the regulatory requirements of the DOT/FTA for such testing, including all applicable procedural, personnel, and equipment requirements.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

- B. PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the PUBLIC ENTITY in accordance with the Fee Schedule, appended as Exhibit A to this Agreement. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.
- C. PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by PROVIDER to the PUBLIC ENTITY.
1. FIVE YEARS: Alcohol tests > 0.02 , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable; medical explanations of inability to provide specimens; calibration documentation for EBTs; and substance abuse professional evaluations & related information.
 2. TWO YEARS: Supervisory training BAT and drug screen collector training/certification; logbooks for drug and alcohol testing, if used; random selection records; agreement for testing (e.g., collection, laboratory, MRO, consortium).
 3. ONE YEAR: Negative (<0.02) or canceled drug test results alcohol test results.
- D. Except as noted elsewhere in this Agreement, PROVIDER may release individual test results to PUBLIC ENTITY or its agents, to the Federal Transit Administration or Federal or New Jersey Department of Transportation or their agents, to or any State or local officials with regulatory authority over the testing program, to any third party for whom the tested individual provides written authorization, or to any third party to whom PROVIDER is required to make such release pursuant to a court order or valid subpoena.
- E. PROVIDER will make available to PUBLIC ENTITY, at location(s) of PUBLIC ENTITY's choosing, and at reasonable expense to PUBLIC ENTITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for PUBLIC ENTITY, except records containing confidential medical information, within two business days of notification by PUBLIC ENTITY of such request.
- F. PROVIDER will make available to PUBLIC ENTITY, at location(s) of PUBLIC ENTITY's choosing, and at reasonable expense to PUBLIC ENTITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for PUBLIC ENTITY, except records containing confidential medical information, within two business days of notification by PUBLIC ENTITY of such request.
- G. Reporting of results to PUBLIC ENTITY by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

(Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

II. PUBLIC ENTITY RESPONSIBILITIES

- A. PUBLIC ENTITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of PUBLIC ENTITY.
- B. PUBLIC ENTITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.
- C. PUBLIC ENTITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.
- D. PUBLIC ENTITY will notify PROVIDER of any responsibilities with regard to the PUBLIC ENTITY's Employee Assistance Program as it relates to alcohol and drug testing.
- E. PUBLIC ENTITY represents that the means of obtaining results from the PROVIDER (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to PUBLIC ENTITY officials with a business need for the information only.
- F. PUBLIC ENTITY authorizes PROVIDER to request specific information or upon prior consultation with and approval by MUNICIPALITY to order additional tests as necessary or appropriate related to tests performed for PUBLIC ENTITY; PUBLIC ENTITY agrees to pay for additional costs and charges related to such information requests or additional testing performed.
- G. PUBLIC ENTITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by PUBLIC ENTITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.
- H. PUBLIC ENTITY acknowledges that alcohol testing results of a breath-alcohol content over 0.04 or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

III. ASSIGNED RESPONSIBILITIES

PUBLIC ENTITY and PROVIDER agree that PROVIDER shall bear responsibility for the following procedures and services: (1) Selection/provision of alcohol testing services; (2) Selection/provision of drug testing collections; (3) Selection/provision of drug testing laboratory services; (4) Random selection for drug and/or alcohol testing; and (5) Mandatory reporting to

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

FMCSA Clearinghouse. PROVIDER agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

IV. FEES AND PAYMENT

- A. Fees. Fees for services provided by PROVIDER to PUBLIC ENTITY will be in accordance with the *FREE SCHEDULE* hereby incorporated by attachment into this Agreement.
- B. Fee Changes. The price for services rendered under this Agreement will not change unless PROVIDER notifies PUBLIC ENTITY in writing sixty (60) days in advance of a price change. On or before the date the price change goes into effect, PUBLIC ENTITY shall inform PROVIDER, in writing, whether it agrees to the price change. If PUBLIC ENTITY does not agree to the new price, PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then-current price for the duration of the Agreement, or either party may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.
- C. Significant Changes in Services Provided. If during the term of this Agreement there is a significant change in the requirements of the PROVIDER, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, PROVIDER shall provide written notice of such change to PUBLIC ENTITY. Upon service of such notice, both parties agree to work in good faith to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement. In the event that the parties do not come to an agreement within forty five (45) days of service of the notice, either party may terminate this Agreement, by providing the other party with at least fourteen (14) days' notice.
- D. Payment. PROVIDER will invoice PUBLIC ENTITY for all services provided on a monthly basis. Payment terms are net thirty (30) days after the PUBLIC ENTITY's receipt of the invoice. Overdue payments are subject to interest accruing at a rate of 1.5% per month. In the case of failure of PUBLIC ENTITY to make timely payment, PROVIDER may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

V. TERM

The term of this Agreement shall be for a period of one (1) year commencing **on January 1, 2023, and terminating on December 31, 2023**, with the understanding that this Agreement will renew itself for an additional term of one (1) year, through 2024, unless terminated prior to that date in writing by either party herein. Either party may terminate this Agreement at any time, with or without cause by providing the other party with at least thirty (30) days' written notice.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

VI. INSURANCE

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

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

VII. CONFLICTS OF INTEREST.

PROVIDER, in performing work for and on behalf of the PUBLIC ENTITY, must conduct business according to the highest ethical standards. The PUBLIC ENTITY recognizes the right of individuals to engage in outside activities that are private in nature and unrelated to governmental business. However, business dealings can create or appear to create a conflict between the individual and the PUBLIC ENTITY's interests.

Prior to becoming a vendor for the PUBLIC ENTITY, all vendors are required to disclose possible conflicts so that the PUBLIC ENTITY may assess and prevent potential conflicts. Therefore, the PROVIDER must disclose any possible conflicts of interest prior to signing this Agreement. The PROVIDER after being engaged by the PUBLIC ENTITY shall not engage in matters that create a conflict of interest for the PUBLIC ENTITY. If a potential conflict arises, the PROVIDER must promptly notify the PUBLIC ENTITY of the possible conflict of interest. The PROVIDER shall not take any action that will be adverse to the PUBLIC ENTITY.

VIII. GENERAL TERMS.

A. **Compliance with Laws.** In the performance of the duties under this Agreement, each party shall comply with any and all applicable local, state and federal laws, statutes, rules and regulations. The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations. Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C. 2000, et seq. and of the New Jersey Law Against Discrimination. PUBLIC ENTITY and PROVIDER agree to abide by the terms of the Equal Employment Opportunity and Affirmative Action Exhibit, appended hereto as Exhibit B.

B. **Confidentiality.** In the performance of this Agreement, each party is likely to have contact with information of substantial value to the other, including, without limitation, information relating to scientific techniques, designs, drawings, processes, inventions, developments, equipment, prototypes, sales and customer information; and business and financial information, relating to the business, products, practices or techniques (all of the foregoing hereinafter referred to as "Confidential Information"). Each party agrees, at all times, to regard and preserve as confidential such Confidential Information, and to refrain from publishing or disclosing any part of such Confidential Information or from using it, except as expressly provided in this Agreement.

Information received from either party to this Agreement shall not be deemed Confidential Information, and the receiving party shall have no obligation with respect to such information if: (1) such information, as of the effective date of this Agreement, is part of the public domain or becomes part of the public domain through no fault of the receiving party; (2) such information was in possession of the receiving party on the effective date of this Agreement, as evidenced by prior written records kept in the ordinary course of the receiving party's business, and the information had not been wrongfully acquired, directly or indirectly, from the other party; (3) such information is subsequently disclosed to the receiving party by a third party not in violation of any right of, or obligation to, the other party to this Agreement; or (4) such information is developed independently and without reference to the Confidential Information.

In the event that either party receives a request to produce Confidential Information pursuant to an order of a court of competent jurisdiction or a facially valid administrative, Congressional, state or local legislative or other subpoena, or believes that such party is otherwise required by law to disclose Confidential Information, then the party from whom disclosure is sought shall promptly notify the other party to this Agreement so that Discloser may seek a protective order or other appropriate remedy.

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

D. **Responsibility for Employer Policy and Program.** The parties understand and agree that PROVIDER does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that PUBLIC ENTITY has sole responsibility for all such decisions. PROVIDER shall

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

not be responsible for any damages resulting from acts or omissions of the PUBLIC ENTITY under the PUBLIC ENTITY's substance abuse policy.

E. **Severability.** If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force, and effect in the same manner as if the invalid or illegal provisions had not been contained herein.

F. **Force Majeure.** Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party.

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

H. **Indemnification and Limitation of Liability.** Each Party ("Indemnitor") will defend, indemnify and hold harmless the other party, its affiliates, and their respective officers, directors, trustees, employees, agents, successors and permitted assigns ("Indemnitee(s)") from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature (including court costs and reasonable attorneys' fees) (collectively "Claim(s)"), to the extent such Claims are attributable to the acts, omissions, or willful misconduct of, or breach of this Agreement for any reason by, Indemnitor, its affiliates and their respective employees, agents, contractors or subcontractors. This provision shall survive Termination or expiration of this Agreement.

EXCEPT WITH RESPECT TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY, INTELLECTUAL PROPERTY CLAIMS, MATTERS COVERED BY INSURANCE, VIOLATIONS OF THE CONFIDENTIALITY PROVISIONS HEREOF, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THREE (3) TIMES THE TOTAL AMOUNT OF FEES PAID BY PUBLIC ENTITY PURSUANT TO THIS AGREEMENT.

I. **Governing Law.** The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of New Jersey including all matters of construction, validity and performance but without giving effect to New Jersey choice-of-law or conflict-of-law principles. The Parties hereby consent to the filing of an action in, and personally submit to the jurisdiction of, the state courts located in Bergen County, New Jersey, or the United States District Court for the District of New Jersey, and further agree

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

that such courts shall be exclusive courts of jurisdiction and venue for any litigation arising out of or in connection with this Agreement.

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

K. Health Insurance Portability And Accountability Act (HIPAA). Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules, or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as it may be amended from time to time ("HIPAA"). Furthermore, the Parties agree that should any future interpretation or modification of HIPAA or regulations, rules or orders promulgated thereunder require the modification or amendment of this Agreement, the parties shall in good faith negotiate same.

L. Disbarment. Each Party represents and warrants to the other Party: that neither the Party, nor its trustees, shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

M. Notices. Notices required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, by hand delivery or by a nationally recognized overnight delivery service. All notices shall be sent to the parties at the addresses specified below, or to such other address as the parties may from time to time designate in writing, and shall be deemed given when sent, and shall be effective upon receipt or three days of mailing, whichever occurs first. Notice by electronic mail is not accepted.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

If to PROVIDER:

Jose Balderrama
VP, Human Resources
15 Essex Road, Suite 206
Paramus, New Jersey 07652
jbalderr@valleyhealth.com

With a copy to:

Robin Goldfischer
Senior Vice President & General Counsel
Valley Health System
223 North Van Dien Avenue
Ridgewood, New Jersey 07450
rgoldfi@valleyhealth.com

If to PUBLIC ENTITY:

Nancy Brown
Municipal Clerk
Township of Wyckoff
340 Fridukin Avenue
Wyckoff, NJ 07481

- N. Amendment. This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Parties.
- O. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect.
- P. Construction. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring a party by virtue of the authorship of any of the provisions of this Agreement.
- Q. Further Assurances. Each Party covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

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

S. Third Party Beneficiaries. The parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.

T. Counterparts. This Agreement may be executed in any number of counterparts, and by facsimile or electronic transmission, each of which, when executed, shall be deemed to be an original, and all of which, together, shall be deemed to be one and the same instrument, valid and binding on all parties

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

Provider: Valley Health System, Inc.

By: _____

Title: _____

Date: _____

Public Entity: Wyckoff, Township of

By: Rachel Abramo

Title: Mayor

Date: 11-14-22

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

Exhibit A

FEE SCHEDULE

(Pricing based on program including all driver DOT physicals)

The following services are included in the per-driver fee: (1) Random; (2) Post-Accident; (3) Reasonable Suspicion; and (4) Return to Duty.

BUNDLED PRICES FOR SERVICES

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

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

PUBLIC ENTITY agrees to pay PROVIDER \$ 100.00 per DOT physical

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

PUBLIC ENTITY agrees to pay PROVIDER \$ 160.00 per split sample test

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

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

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

Above Fees include:

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

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

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

Exhibit B

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT

NON-DISCRIMINATION

Valley Physician Services, PC t/a Valley Medical Group ("Contractor") and Wyckoff, Township of ("PUBLIC ENTITY") agree that, in performance of this Agreement, services will be provided without discrimination and in compliance with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq., the New Jersey Law Against Discrimination, and the New Jersey Equal Employment Opportunity and Affirmative Action Rules.

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

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

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

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

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

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

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, NOVEMBER 14, 2022

#22-270 Amend #22-261 Non-Participant Sewer Laterals

WHEREAS, resolution #22-261 which authorized eight non-participant sewer laterals on Hillside Avenue, Evers Street and Newtown Road requires amendment; and

WHEREAS, several owners in the area of Paul Court, Evers Street, Hillside Avenue, and Newton Road have decided to extend the public sanitary sewer main to serve their residences; and

WHEREAS, this sewer extension is privately funded; and

WHEREAS, the Township Engineer also recommended a route of the sanitary sewer main, which will have the potential to serve a total of eight (8) lots that have opted not to participate in this sewer extension at this time, specifically:

Block 353	Lot 5	292 Newtown Road
Block 353	Lot 6.01	208 Hillside Avenue
Block 353	Lot 6.02	204 Hillside Avenue
Block 353	Lot 7	200 Hillside Avenue
Block 354	Lot 6.01	203 Hillside Avenue
Block 354	Lot 12	304 Evers Street
Block 354	Lot 13	300 Evers Street
Block 354	Lot 14	195 Hillside Avenue; and

WHEREAS, the Township Engineer recommends that the developer for the project install the sewer laterals for the non-participating properties in anticipation of future connections and to eliminate the need to reopen the roadway to connect these properties to the sewer collection system in the future, the cost of which will be reimbursed by the specific property owners at the time of connection.

WHEREAS, the developer's contractor, R.M. Tuit Paving and Trucking Contractor, LLC, has provided the Township with a proposal to install the eight sewer laterals for the non-participating properties totaling \$50,800.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey, that the Township is authorized to reimburse Mr. Douglas R. Kuiken, 304 Paul Court, Wyckoff NJ 07481 for future individual connections to this sewer main extension for the specific properties listed above to be reimbursed by the property owners of the future connections upon sewer connection in an amount not to exceed \$50,800.

BE IT FURTHER RESOLVED that this resolution supersedes resolution # 22-261.

CERTIFICATE OF AVAILABLE FUNDS

I, DIANA MCLEOD, CHIEF FINANCIAL OFFICER OF THE TOWNSHIP OF WYCKOFF IN ACCORDANCE WITH N.J.A.C. 5:30-5.5 (B) 2, CERTIFY THAT THIS CONTRACT AWARD WHICH TAKE PLACE ON FEBRUARY 1, 2022, AND APPROPRIATED IN THE SEWER CAPITAL ACCOUNT C-08-55-215-000. THE BUDGETARY ACCOUNTING ENCUMBRANCE PROCESS AS SET FORTH IN N.J.A.C. 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 N.J.A.C. 5:30-5.4 (A).

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, NOVEMBER 14, 2022

#22-271 Authorization of Vouchers & Payment of Bills

WHEREAS, the Township of Wyckoff is a municipality in the State of New Jersey operating under the authority from N.J.S.A. 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. 20466 – 20483 Payroll A/C, Direct Deposit Vouchers no. 17609 - 17693, Library Payroll check nos. 1679 - 1682, Library Direct Deposit Vouchers no. 7432 - 7457, Claims Wire no. 221104, Claims check nos. 089002 – 089098 and Dog Trust Fund - \$710.80.

#22-272 Close Completed Capital Grant Receivables & Authorizations

WHEREAS, certain Grant Receivables and Grant Reserves for prior years remain and these legislative grants programs are now completed and closed; and,

WHEREAS, the Chief Financial Officer, Municipal Accountant, and Consulting Engineer, Boswell Engineering, have reviewed and audited the account and state that all monies have been received from the 2020 Bergen County Open Space Trust and Community Development; and,

WHEREAS, the Bergen County Open Space and Community Development have determined the receivables for these grants to be complete and closed.

NOW THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey, that the Chief Financial Officer is instructed to cancel the following dedicated balances and make necessary adjustments for Ordinance Receivables and Authorizations as follows:

Ord #1909	2020 OST Russel Pk Imp II - Authorizations	\$1,021.46
	2020 OST Russel Pk Imp II - Receivables	\$1,021.46
Ord #1928	2021 CDBG Sr Citizens/Larkin House- Authorizations	\$18,425.00
	2021 CDBG Sr Citizens/Larkin House- Receivable	\$18,425.00

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, NOVEMBER 14, 2022

#22-273 Return of Certain overpaid taxes, escrow monies. 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:

BUILDING DEPARTMENT:

Sylvia Kaldon, 137 Sampson Street, Garfield, New Jersey 07026 – Refund sewer assessment fee for 301 Wiley Place – Block 219/Lot 7 - \$2,418.00

TAX REFUND:

Edward & Sharon Suchora, C/O Skoloff & Wolfe, PC, 293 Eisenhower Parkway, Livingston, New Jersey 07039 – State Tax Court Reduction – Block 439/Lot 8 – 729 Willow Run - \$9,783.94

Spiotti & Associates, P.O. Box 30, Midland Park, New Jersey 07432 – State Tax Court Judgements – \$16,884.49 - See attached List

Jennifer R. Jacobus, Esq., 201 Littleton Road, 1st Floor, Morris Plains, New Jersey 07950 – State Tax Court Reduction - \$14,491.53 – See attached List

Brach Eichler, LLC, & Rosemarie Guaglieri, 101 Eisenhower Parkway, Roseland, New Jersey 07068 – State Tax Court Reduction – Block 425.01/Lot 14 – 685 Terrace Heights - \$7,744.57

Scott & Milagritos Sosna, C/O Lasser & Hochman, LLC, 75 Eisenhower Parkway, Suite 120, Roseland, New Jersey 07068 – State Tax Court Reduction – Block 349/Lot 71 – 473 Cedar Hill Avenue - \$5,514.41

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

TOWNSHIP OF WYCKOFF
SCOTT PLAZA • WYCKOFF, NJ 07481-1907
201-891-7000 • FAX 201-891-9359

S H I P T O	Township Of Wyckoff 340 Franklin Avenue Scott Plaza Wyckoff NJ 07481
V E N D O R	Spiotti and Associates Attorney Trust Account PO Box 30 Midland Park, NJ 07432

AFTER COMPLETION OF THIS ORDER, PLEASE SIGN THE VOUCHER COPY AND RETURN WITH YOUR INVOICE TO: FINANCE OFFICE, TOWNSHIP OF WYCKOFF, SCOTT PLAZA, WYCKOFF, NJ 07481-1907

VOUCHER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
No.	
ORDER DATE:	
REQUISITION NO:	
DELIVERY DATE:	
CONTRACT NO:	F.O.B. DESTINATION, FREIGHT PREPAID, INSIDE DELIVERY, UPSTAIRS/DOWNSTAIRS, DEBRIS REMOVED TO THE "SHIP TO" LOCATION, MONDAY TO FRIDAY, 9 AM TO 4 PM.
IRS#22-600-2425 TAX EXEMPT UNDER PROVISION OF NJ SALES AND USE TAX ACT.	

QUANTITY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
	State Tax Court Judgments September 2022	#22	273	11-14-22
	Allende 293/17 ✓	2-01-99-270-000	1,855.12 ✓	3,748.41 ✓
	2013 ✓		1,893.29 ✓	
	2014 ✓			
	Aloia 201.01/10 ✓		59.09 ✓	119.39 ✓
	2013 ✓		60.30 ✓	
	2014 ✓			
	Doyle 562/23 ✓		1,177.14 ✓	2,378.50 ✓
	2013 ✓		1,201.36 ✓	
	2014 ✓			
	Hommes 354/51 ✓		269.02 ✓	543.57 ✓
	2013 ✓		274.55 ✓	
	2014 ✓			
	Wuerfel 471/8.01 ✓		144.62 ✓	292.21 ✓
	2013 ✓		147.59 ✓	
	2014 ✓			
	Digiovine 349/30 ✓		438.51 ✓	886.04 ✓
	2013 ✓		447.53 ✓	
	2014 ✓			
	Zocco 349/1 ✓		1,180.25 ✓	2,384.78 ✓
	2013 ✓		1,204.53 ✓	
	2014 ✓			
	March		1,229.58 ✓	
	2018 ✓		1,248.90 ✓	
	2019 ✓		1,266.15 ✓	
	2020 ✓			
	Gupta 323/5 ✓		1,379.29 ✓	2,786.96 ✓
	2013 ✓		1,407.67 ✓	161
	2014 ✓			884.49

Process & hold

CLAIMANT'S CERTIFICATION DECLARATION		PAYMENT AUTHORIZATION	
I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; and that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing and that the amount charged is a reasonable one.		DATE	
		CHECK NUMBER	
			COMMITTEEPERSON
			COMMITTEEPERSON
			ADMINISTRATOR
VENDOR SIGN HERE	OFFICIAL POSITION	NO ORDER VALID UNLESS SIGNED BELOW	
TAX ID, OR SOCIAL SECURITY NO.	DATE		

VOUCHER COPY - SIGN AND RETURN FOR PAYMENT

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

TOWNSHIP OF WYCKOFF
SCOTT PLAZA • WYCKOFF, NJ 07481-1907
201-891-7000 • FAX 201-891-9359

S H I P T O	Township of Wyckoff 340 Franklin Avenue Scott Plaza Wyckoff, NJ 07481
V E N D O R	Jennifer R Jacobus, ESQ 201 Littleton Rd, 1 st Floor Morris Plains, NJ 07950

AFTER COMPLETION OF THIS ORDER, PLEASE SIGN THE VOUCHER COPY AND RETURN WITH YOUR INVOICE TO: FINANCE OFFICE, TOWNSHIP OF WYCKOFF, SCOTT PLAZA, WYCKOFF, NJ 07481-1907

VOUCHER THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
No.	
ORDER DATE:	
REQUISITION NO:	
DELIVERY DATE:	
CONTRACT NO:	F.O.B. DESTINATION, FREIGHT PREPAID, INSIDE DELIVERY, UPSTAIRS/DOWNSTAIRS, DEBRIS REMOVED TO THE "SHIP TO" LOCATION, MONDAY TO FRIDAY, 9 AM TO 4 PM.
IRS#22-600-2425 TAX EXEMPT UNDER PROVISION OF NJ SALES AND USE TAX ACT.	

QUANTITY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
	State Tax Court Reduction September 2022			
	Laird 421/76			
	2017	2-01-99-270-000	2,581.92 ✓	
	2018	2-01-99-270-000	1,723.19 ✓	
	2019	2-01-99-270-000	1,750.27 ✓	6,055.38 ✓
	Schneider 205/39			
	2019	2-01-99-270-000	2,067.02 ✓	
	2020	2-01-99-270-000	1,178.07 ✓	
	2021	2-01-99-270-000	1,190.27 ✓	5,617.92 ✓
	2022	2-01-99-205-000	1,182.56 ✓	
	Marchese 437/14.01			
	2022	2-01-99-205-000	381.29 ✓	381.29 ✓
	Tirrito 338/14			
	2022	2-01-99-205-000	2,436.94 ✓	2,436.94 ✓
	Process held for signature			14491.53

CLAIMANT'S CERTIFICATION & DECLARATION I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; and that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing and that the amount charged is a reasonable one.	PAYMENT AUTHORIZATION DATE CHECK NUMBER COMMITTEEPERSON COMMITTEEPERSON
VENDOR SIGN HERE	ADMINISTRATOR NO ORDER VALID UNLESS SIGNED BELOW
TAX I.D. OR SOCIAL SECURITY NO.	I certify that the articles above have been received, the services rendered, and the delivery slips audited
OFFICIAL POSITION	PURCHASING AGENT
THE SIGNATURE CERTIFIES VENDOR'S ACCEPTANCE OF THE PURCHASE ORDER WITH PURCHASE & PAYMENT POLICY TERMS & CONDITIONS ON REVERSE SIDE.	
DEPARTMENT MANAGER	
CERTIFIED FUNDS AVAILABLE/TREASURER	

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, NOVEMBER 14, 2022**

#22-C9 Closed Session – Pending Litigation

WHEREAS, the Township Committee of the Township of Wyckoff is subject to certain requirements of the “Open Public Meetings Act”, N.J.S.A. 10:4-12, et seq.; and,

WHEREAS, the “Open Public Meetings Act”, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and,

WHEREAS, it was necessary for the Township Committee of the Township of Wyckoff to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

N.J.S.A. 10:4-12b (7) – Pending Litigation

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey assembled in public session on November 14, 2022, meeting, hereby authorize, that an Executive Session closed to the public shall be conducted on November 14, 2022, in the Municipal Court Room at Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey 07481, for the discussion of matters relating to the specific items designated above.

BE IT FURTHER RESOLVED, that the minutes of the said closed session will be made public when the Township Committee of the Township of Wyckoff determines the reason for the minutes to remain closed no longer exists and the Municipal Clerk shall attach to this resolution when completed the Closed Session Meeting Minutes related to the specific items designated above.

II Ordinances – Introduction

NONE

III Motions

- A. Approve the Wyckoff Chamber of Commerce’s request to hold their Santa event and Tree lighting here at Town Hall on Friday, December 2, 2022. (Rain Date of Monday, December 5th). This event also includes Santa being driven on a Fire Truck which makes several stops at Shopping Centers in town.
- B. Approve and memorialize request by the Zabriskie House Trustees to post five (5) sandwich board signs on private property advertising their Holiday Open House beginning November 21, 2022, up to and including December 3, 2022.
- C. Approve and memorialize Paige S. Alvarez as a firefighter with Fire Company #1 effective November 14, 2022.

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

With an affirmative vote, the motion is approved.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, NOVEMBER 14, 2022

Ordinances – Public Hearing / Further Consideration:

Mayor Boonstra, I have an Ordinance for Public Hearing / Further Consideration on tonight's agenda. It is **Ordinance #1971** which is

**AN ORDINANCE AMENDING SALARY ORDINANCE #1963 AND
FIXING THE RATE OF COMPENSATION OF CERTAIN TOWN HALL
EMPLOYEES OF THE TOWNSHIP OF WYCKOFF.**

for second reading, by title only, and a copy of this Ordinance has been posted on our municipal website, on the bulletin board in Town Hall where public notices are customarily posted, and copies have been made available to members of the general public of the Township who have requested the same.

COMMITTEE PERSON SHANLEY : I move the Ordinance on second reading by Title only.

COMMITTEE PERSON MADIGAN : Seconded.

ROLL CALL VOTE

MADIGAN YES MELCHIONNE ABSTAIN RUBENSTEIN YES
SHANLEY YES BOONSTRA YES

With an affirmative vote, the motion is approved.

CHAIRPERSON: This is the time and place for the Public Hearing on Ordinance #1971, and all persons who wish to be heard, please state your name and address before making your statement. If you wish to comment, please dial 201-891-7000, ext. #2220, or step to the microphone.

There being no callers after several minutes had passed, Mayor Boonstra requested a motion to close the public comment period

At the Conclusion of public comments:

COMMITTEE PERSON SHANLEY : I move that the Public Hearing on Ordinance #1971 be closed.

COMMITTEE PERSON MADIGAN : Seconded

ROLL CALL VOTE

MADIGAN YES MELCHIONNE ABSTAIN RUBENSTEIN YES
SHANLEY YES BOONSTRA YES

With an affirmative vote, the motion is approved.

MUNICIPAL CLERK: BE IT RESOLVED, by the Township Committee of the Township of Wyckoff that Ordinance #1971, after public hearing and further consideration is hereby adopted, and the Municipal Clerk is hereby authorized and directed to publish the Notice of Final Passage of said Ordinance in the official newspaper for the Township as provided by law.

COMMITTEE PERSON SHANLEY : I move the resolution.

COMMITTEE PERSON MADIGAN : Seconded.

MADIGAN YES MELCHIONNE ABSTAIN RUBENSTEIN YES
SHANLEY YES BOONSTRA YES

With an affirmative vote, the motion is approved.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, NOVEMBER 14, 2022

The meeting was adjourned at 8:22pm

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

MOTION: RUBENSTEIN SECOND MELCHIONNE
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 two concurrent viewers watching on YouTube.

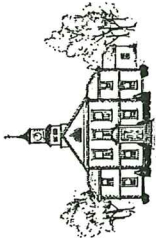


Mayor, Rudolf E. Boonstra



Nancy A. Brown
Municipal Clerk

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022**



TOWNSHIP OF WYCKOFF
MEMORIAL TOWN HALL - 340 FRANKLIN AVENUE
WYCKOFF, NEW JERSEY 07481-1907
TEL: 201-891-7000 FAX: 201-891-9359

INTEROFFICE MEMORANDUM

To: Fellow Members of the Township Committee

From: Melissa D. Rubenstein, Committeewoman

CC: Matthew A. Cavallo, Township Administrator
Nancy A. Brown, Municipal Clerk
Diana McLeod, Chief Financial Officer/ Assistant Township Administrator
Robert E. Landel, Esq., Township Attorney
Gary W. Higgins, CPA, RMA, PSA, Township Auditor

Date: November 10, 2022

Re: Increase in LOSAP Contribution for the Volunteer First Responders

Dear All:

I have reviewed the memo from our Administrator dated August 15, 2022, regarding the increase in the LOSAP Contribution for the volunteer firefighters and ambulance corps members, along with the memorandum from Committeeman Madigan dated September 2, 2022. I agree that we need to continue to support our volunteers by increasing the Township's contribution; however, I believe we should increase the contribution to the 2022 maximum of \$1,587 over three years.

I propose this increase be \$150 for 2023 earnings, \$150 for 2024 earnings, and \$137 in 2025. Based on the estimate provided in the Administrator's memorandum of an average of 80 qualified volunteers annually, this would equate to an annual increase in contributions by around \$12,000 in 2023 and 2024 and \$10,960 in 2025. Given that we are only expending, on average, \$92,000 and budgeting \$110,000 each year, we wouldn't need to increase the 2023 budget to cover the amount necessary to fund the increase.

I look forward to discussing this matter in more detail on Monday, hoping to quickly come to a consensus to approve the required resolution at the January 1 Re-organization Meeting.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

TWP. OF WYCKOFF

NOV 09 2022
VAN VOORHEES, QUACKENBUSH, ZABRISKIE HOUSE
MUNICIPAL CLERK

421 FRANKLIN AVE at MAPLE AVE

WYCKOFF, NJ 07481

WYCKOFF TOWNSHIP COMMITTEE MEMBERS

Wyckoff Town Hall

Dear Sirs and Madam:

The Zabriskie House will be open for our Holiday Open House on Saturday, December 3. and the Trustees are requesting permission to place sandwich boards on 21 November at the following addresses:

Dairy Queen, corner Franklin Ave and Wyckoff Ave
Former Atlantic Stewardship bank at Franklin Ave
The Bell home, at 508 Wyckoff Ave.
The Lynch home, at 377 Sicomac Ave.
And The Rega home at the Northeast corner of Wyckoff Ave
At Cedar Hill Ave.

Over the years I have personally spoken to the owners of the properties who have told me that we could do this for the Zabriskie House whenever we wanted to.

Thank you for considering my request

Jean E. Hildebrandt 201 293 6340

Jean E. Hildebrandt

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022



WYCKO-3

OP ID: AL
DATE (MM/DD/YYYY)
11/01/2022

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Richards Associates, Inc. PO Box 635 Wyckoff, NJ 07481 Kevin Loftus		CONTACT NAME: Kevin Loftus PHONE (A/C, No, Ext): 201-812-7000 E-MAIL ADDRESS: KevinLoftus@RichardsAssoc.com FAX (A/C, No): 201-485-7065	
INSURER A: Philadelphia Insurance Company		INSURER(S) AFFORDING COVERAGE	
INSURER B: CNA Insurance Companies		NAIC # 18058	
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ Business Owners	X	PHBX21002121	03/15/2022	03/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	6S61UB9F49305022	02/13/2022	02/13/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Santa Comes to Wyckoff

The Township of Wyckoff, its agents, officials and employees are included as Additional Insureds for General Liability coverage, which only applies if required by written contract & per policy provisions.

CERTIFICATE HOLDER

CANCELLATION

WYCKO04

Township of Wyckoff
Memorial Town Hall
Scott Plaza
Wyckoff, NJ 07481

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Hardy Caballer

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

Wyckoff Chamber Santa Event

Date: 12/2/22

Rain Date: 12/5/22

Santa is taken by Fire Truck to three locations in town for kids to see him and take pictures, then ends at Town Hall for Tree Lighting, including DJ playing music, hot chocolate and donuts handed out at tables.

Timeline:

5:45 cedar hill shopping center

6:15 wyckoff shopping center

6:40 boulder run

7:15 tree lighting

Event ends 7:45

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 14, 2022

TOWNSHIP OF WYCKOFF
MUNICIPAL CLERK'S OFFICE

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

Please type or print clearly and submit original copy:

Wyckoff Chamber of Commerce

Applicant/Business Name

PO Box 2 Wyckoff, NJ 07481

Business Address

Karen Mullane

Block/Lot

Business Telephone

201-740-7100

Contact/Applicant Name

kmullane@cafsnj.org

Contact Telephone

Contact e-mail

December 02, 2022

5:45pm to 7:45pm

Date of Event

Duration of Event (Days and/or hours)

Karen Mullane
APPLANT 2022-11-14 15:00:00
eSigned via SeamllessDocx.com

REQUIRED INFORMATION:
(Please check those which apply)

Temporary Signage:

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

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

☒ **Special Activities:**

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

☒ **Food and/or Drink:**

Wyckoff Board of Health License **REQUIRED.**

Special Temporary Props:

Attach specific description of items to be used.

Tent:

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

Other Requested Items:

Be specific and attach detailed list.

(To be completed by Municipal Clerk)

Review by Zoning Enforcement Official

Approved: ☒ Denied: ☐

Review by Police Traffic Safety Officer

Approved: ☒ Denied: ☐

Permission obtained from Township Committee:

Approved: ☒ Denied: ☐

Nancy A. Brown, Municipal Clerk

Date: 11-16-22

Nancy