

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
THURSDAY, NOVEMBER 9, 2023

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE BUSINESS MEETING
MUNICIPAL COURT ROOM
THURSDAY, NOVEMBER 9, 2023 - 8:00 PM

1. Regular Meeting of the Wyckoff Township Committee called to order by Mayor Thomas J. Madigan
2. Flag Salute
3. Invocation by Father Stephen Fichter, St. Elizabeth's Church
4. Reading of the "Open Public Meetings Act" statement by Municipal Clerk, Nancy A. Brown

5. Roll Call of the Township Committee Members Present:

BOONSTRA YES FISHER YES MELCHIONNE YES
SHANLEY YES MADIGAN 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 if you wish to make a comment.

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

Request motion to close the Public Comment Period:

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

7. Approval of the October 17, 2023 Work Session & Business meeting minutes:

MOTION: SHANLEY SECOND FISHER
BOONSTRA YES FISHER YES MELCHIONNE YES
SHANLEY YES MADIGAN 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):**

- | | |
|---------|--|
| #23-282 | Budget Transfers |
| #23-283 | Cancellation of Sewer Billing, Block 466, Lot 52.01 |
| #23-284 | Release Safety & Security Bond – CHCC/The Vista |
| #23-285 | Change Order & Contract Close-Out #23-06 2023 Road Program |
| #23-286 | Authorize Contract for CDL Mandate Compliance |
| #23-287 | Approval of Vouchers and Authorization to Pay Bills |
| #23-288 | Return of Certain Overpaid Taxes, Fees, etc. |

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- #23-289 Award of Contract #2023-12 – Ravine Avenue & Grandview Avenue Guiderail Installation
- #23-290 Approving Contract Closeout for Contract No. 2023-08 – Supply, Delivery and Installation of Flexi-Pave at RFCP

II Ordinances – Introduction

#1995

AN ORDINANCE AMENDING THE LAND USE ORDINANCE OF THE TOWNSHIP OF WYCKOFF TO AMEND CHAPTER 186, ZONING, TO MODIFY ZONING REGULATIONS TO ACCOMMODATE DIFFERENT TYPES OF RESIDENTIAL DEVELOPMENT AND TO ENCOURAGE THE CONSTRUCTION OF AFFORDABLE HOUSING

#1996

AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF WYCKOFF CHAPTER 186, ZONING, SCHEDULE I, SCHEDULE OF DIMENSIONAL REQUIREMENTS TO REFLECT PREVIOUSLY ADOPTED CHANGES TO THE ZONING CODE

#1998

AN ORDINANCE PROVIDING FOR THE SITE LEASE FOR THE OPERATION OF WIRELESS COMMUNICATION ANTENNAS AND RELATED FACILITIES AT 340 FRANKLIN AVENUE, (1 SCOTT PLAZA) WYCKOFF, NJ TO DISH WIRELESS, LLC

III Motions

- A. Approve Grace United Methodist Church request to post temporary signs to promote their annual Christmas Cookie Walk from November 29th through December 9th. The Cookie Walk will be held on Saturday, December 9, 2023 at Grace Church, 555 Russell Avenue.
- B. Approve Christian Health request to post a 6' x 9' temporary sign at their Christian Health Way main entrance facing Sicomac Avenue to promote the Christmas sale at the gift shop for the ten-day period from November 10 to November 20, 2023.

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: BOONSTRA SECOND MELCHIONNE
BOONSTRA YES FISHER YES MELCHIONNE YES
SHANLEY YES MADIGAN YES

9. Ordinances – Public Hearing / Further Consideration:

Mayor Madigan, I have an Ordinance for Public Hearing / Further Consideration on tonight's agenda. It is **ORDINANCE #1997** which is:

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AN ORDINANCE TO PROVIDE A CERTAIN CAPITAL IMPROVEMENT
IN THE TOWNSHIP OF WYCKOFF AND TO PROVIDE FOR THE
RECEIPT, ACCEPTANCE AND DEPOSIT OF GRANT FUNDS
THEREFORE, AND TO AUTHORIZE APPROPRIATIONS OF \$248,240.

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.

CHAIRPERSON: This is the time and place for the Public Hearing on Ordinance #1997, and all persons who wish to be heard, please state your name before making your statement. If you wish to make a comment, please step forward 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 #1997 be closed.

COMMITTEE PERSON BOONSTRA : Seconded

ROLL CALL VOTE

BOONSTRA YES FISHER YES MELCHIONNE YES
SHANLEY YES MADIGAN YES

MUNICIPAL CLERK: BE IT RESOLVED, by the Township Committee of the Township of Wyckoff that Ordinance #1997, 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 Ordinance #1997 on second reading by title only.

COMMITTEE PERSON BOONSTRA : Seconded.

ROLL CALL VOTE

BOONSTRA YES FISHER YES MELCHIONNE YES
SHANLEY YES MADIGAN YES

10. Adjourn

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

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

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

FORMAL ACTION MAY BE TAKEN DURING THIS MEETING

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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, Tuesday, November 9, 2023 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 3, 2023. 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 3, 2023 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 9, 2023.

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

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Mayor Thomas J. Madigan opened the Open Work Session Meeting at 7:00 p.m. in the second-floor municipal court room.

Nancy A. 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."

Present: Mayor Thomas J. Madigan, Township Committee Rudolf E. Boonstra, Scott A. Fisher, Peter J. Melchionne and Timothy E. Shanley
Also Present: Township Administrator Matthew A. Cavallo, Township Attorney David Becker and Nancy A. Brown, Municipal Clerk

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

Mayor Madigan 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 Fisher, all voting yes to open the ten (10) minute public comment period.

Fred Litt:

"In my last visit with you in July and August, I introduced many of you to the Spring Meadow Condominium Association, a community of over 150 active, vibrant, and financially independent seniors.

We are a self-managed community. Our 112 residential units are independently owned. We snow-plow our streets, maintain our property and buildings, and provide activities for our neighbors. We don't need schools, we don't need recreation fields, and our public safety requirements are few. As a community, we pay over \$1million in real estate taxes, contribute to the municipal open space fund, and everyday, hope to take advantage of everything Wyckoff has to offer its senior citizens.

The median age of our 150 residents, which includes 50 men and 100 women, is in the mid-70s. We like to shop, to dine, and, for recreation, we like to walk. Some walks lap around our 25-acre complex daily, some walk in groups, some walk their dogs. One of our neighbors who suffers from sight loss, is assisted by her neighbors for their daily group walk.

While many of Wyckoff's resources, such as Boulder Run, are only a short distance from our entrance, our problem is that we are bordered by Wyckoff Avenue, which for many of our seniors, is a dangerous pedestrian moat. The mere 35' across Wyckoff Avenue from our entrance to the nearest sidewalk alongside St Elizabeth Church is too dangerous for most of our residents to dash cross.

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Age adds to the risk of walking. Many of our residents are sight or hearing impaired. Some require a cane or walker, or the assistance of a neighbor. A few of our residents can no longer drive given their limitations. Spring Meadow has a significant group of residents that worship regularly at St Elizabeth Church. As Wyckoff Avenue is too dangerous to walk across, they are forced to drive the short distance of only a few hundred feet.

Standing at the entrance to Spring Meadow Drive, looking left, there is no sidewalk or crosswalk. Looking right, there is no sidewalk, with the nearest crosswalk several hundred feet away. The nearest traffic light is several hundred yards away at Clinton Avenue. Looking directly across Wyckoff Avenue, the shortest distance to the sidewalk along St Elizabeth Church, a distance of only 35', there is a NO CROSSING sign that was posted by the county in 2020 as they deemed this short path too dangerous for pedestrian travel. The only pedestrian pathway to a traffic light requires a walk of almost a mile, along Spring Meadow Drive, along Charles Avenue, along West Main Street, back to Wyckoff Avenue, finally arriving at a traffic light on Clinton Avenue. This is not reasonable. On a rainy, snowy or icy day, this is dangerous.

When I asked the county engineers what could be done, they responded that any request must come from the municipality. Whether the solution includes a sidewalk, crosswalk, traffic light, push-button crossing sign, or crossing guards, we need a safe and reasonable pedestrian path to Wyckoff At Large.

During our chat at the August meeting, I believe the committee understood the issue, with the mayor offering that he might have feedback in 60-90 days. I am joined tonight by several of my neighbors to receive your updates, and, if they are comfortable, to offer their feedback and personal experiences. Thank You"

Mayor Madigan thanked Mr. Litt for his commentary and indicated a subcommittee consisting of Committeemen Boonstra and Fisher has been established to examine the concerns and requests disseminated by residents of the Spring Meadow Condominiums.

Committeeman Fisher welcomed the residents from Spring Meadow and provided an update as it relates to this matter.

"Thank you for coming. All the members up here are more than interested in helping you get or achieve what I think you're looking for, which is safe access across Wyckoff Avenue. For those of you that don't know, my past history, I was the Director of Public Works for this town for 34 years. That intersection has been a problem for all the years that I served within that capacity. We've had many meetings over the years and we've had many members of your community approach the Township on what we could do. We've met out there with past police chiefs, members of the county and unfortunately, it is a very dangerous intersection. I will tell you that if my mother lived in that community, I would not want her crossing at Spring Meadow. So that leads us to try and Mr. Litt as a new member of your community approaching this board to see if we can help you and try to come up with a solution even though it's been quite challenging over all these years. I have met there in the past month with Mr. Boonstra. We have walked the site. We do have some ideas. We met out there today with the members of the Bergen County Road Department. I have another meeting tomorrow with an ex-engineer from the county who actually does consulting work and is a resident of this community. He is very well aware of that intersection. So tomorrow we're going to walk it a second time. We did not want to actually meet with you at that point because we want to give you something solid to work with. We have not neglected this, it just takes a little bit longer than 60 days. Sometimes, it just takes a little longer during the summer months, trying to get everybody to meet on the same schedule. We have actually picked up the ball recently and it's rolling in a good direction. I think we have a good plan. But we

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do have to get everybody on board to agree that the plan will work. It's just a simple concept. Without giving you too much information, it's a matter of having a sidewalk installed along the top side of your pond to the actual property line of Hartger's Jewelers with a crossing at that point to the St. Elizabeth Church sidewalk. It would take some severe engineering and construction, but it could be possible. So that is what the subcommittee is looking at, at this point."

Mr. Litt asked Committeeman Fisher if there was a second option the subcommittee was considering.

Mr. Fisher:

"Well, for those of you who don't know, I am retired and I now work at the Wyckoff Family YMCA. I see many of your residents walking through the YMCA, which is great. I know a lot of the residents there also go to the YMCA, which is a great asset to this community for that reason. And you are always free to walk through that site, but there could be possibly an access through there. Kind of joining the two properties however, the problem I have with that is that if I get you to the other side, which will be the road access to the YMCA, it still brings you up into a kind of awkward location at the intersection to Wyckoff Avenue in that driveway. To me, that's possible but it's not a great idea. I have walked it and looked at it many different times. I just am not comfortable with that plan. I think the previous plan I've described to you all is a better plan and could be feasible. We just have to do some more homework to see if we can really make this happen."

Mr. Litt commended Mr. Fisher for his sentiments and observations on both plans. He offered his assistance in any capacity to move forward with these envisioned concepts.

Mr. Fisher:

"Again, your safety is our utmost concern. That intersection unfortunately was not designed by the governing body members who sit here tonight. We wouldn't have allowed it to happen that way, I'm sure, but it did happen. Now, we have to live with it and try to make the best out of it. So, I just wanted to let you know your safety is our concern. Again, it's just not a good design and we're just going to have to figure out how to make it better."

Carol Goulian:

"I've been residing at Spring Meadow for three years and it's a wonderful community. It's my first three years in Wyckoff and I have found it to be a great place to live. I appreciate all of you being here and everything you do in your volunteer capacities. I know it's not an easy job. And I do want to thank you for looking into this issue. It is important to so many of us to be able to cross safely. I do have a question as this process evolves, and if that sidewalk and that crosswalk can be done. I understand it's a county road but could the county be brought into take a look at the speed of the cars on that road. I know coming from Mahwah, I get my directions mixed up, but coming from Mahwah with Spring Meadow on the right-hand side coming down Wyckoff Avenue just before the curve, there's a sign that says 20 miles an hour. No one goes 20 miles an hour. I'm just wondering if the speed limit that is posted as 35 mph back further might be changed. If that could be something that could be discussed with the county if they're in charge of all that. Thank you very much."

Mr. Fisher:

"These sight issues were actually brought up today in our short meeting because we were standing there watching them fly past us. Very good point. There's a lot of things to discuss and a lot of things to consider. We're going to try to do everything in our power to make it as safe as possible and make this happen."

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Janet Tuomey:

"First of all, congratulations to the two newly elected people to our Township Committee, Pete and Scott. Very, very happy to have you here and for the future. Thank you. I did want to thank Matt because I did contact the Shade Tree Commission Secretary and I will give her my information on how pleased we are with the information we received from one of our members. We are very happy they are paying attention to it because we understand some of those trees have been removed. Our "spotter" spotted some of the trees removed or being taken care of. By the way, the Shade Tree Commission does not have a meeting in November or December and I was not aware that they had a meeting about a week ago or two weeks ago. Had I known, I would have gone but do you keep in touch with the Shade Tree Commission?"

Mr. Cavallo:

"Mr. Fisher is the liaison to the Shade Tree Commission.

Mr. Fisher:

"Those three gentlemen that are on the Commission are all tree professionals and landscapers. They've been in the business a long time. They do have a lot of expertise in both trees and landscaping and are volunteers on the Shade Tree Commission as well. They assist and address tree issues specifically, safety concerns with shade trees along our roadways. This commission has been in existence for a really long time."

Mrs. Tuomey asked Committeeman Shanley if he can provide a status report regarding the current school board issues. Mr. Shanley replied, "Of course."

Mayor Madigan thanked Mrs. Tuomey & Mrs. Gouliau for being the "eyes and ears" to the residents of Spring Meadow. He also advised that the governing body does not comment on any school board issues as they are a separate entity. Residents are welcome to attend the monthly school board meetings.

Mr. Litt:

"As a newbie to Wyckoff, I have a question. As I am a senior and now live in a community of seniors, the issues really smack me in the face every day. We do have a number of seniors who are not physically capable and I don't know how to help them. I don't know enough about how the Township works, what the resources are, if one of you may have responsibility overseeing your services. So, the issues that we raised tonight, while we are awaiting a hopeful solution, do exist today. There are residents literally that are walking about all over trying to get across Wyckoff Avenue that have sight issues, and they call me as my name is floating out there and they ask what can I do? And I'm not sure. You have my email if there are people within our community, and again, not the county but I'm hoping more Wyckoff drivers that I can offer to help them go shopping to help them get a reliable bus service to help them cross the street. One of our recent residents, who came from New York City, was a crime victim. She moved here basically looking for a safe community. She said she loved it. It was flat – she could get everywhere. She shows up and she finds out there's no way to cross the street safely. Basically, we have a sight impaired resident who can't drive, walking around Charles Avenue on West Main Street, and I don't know how to help her. I'd love to find a way if you folks have some suggestions or if there's somebody in the Township that can work with us as a liaison to whomever for senior services or senior support."

Mayor Madigan:

"I'm typically the liaison for the Wyckoff Seniors who meet twice a month at the Larkin House. This kind of expanded request I think is fair to ask. Matt, our Administrator, is there anything you would have knowledge of, particularly on certain residents. We do have some residents that are signed up that have

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issues that the police are aware of, but we would encourage others to sign up as well.”

Mr. Litt:

“Then the Township has no built in resource for this?

Clerk Brown:

“The Christian Health Care Center will provide in-town transportation for senior residents.”

Mr. Litt:

“We are active volunteers and participants and people who want to help. This may be an opportunity for us to partner together to find a solution because Wyckoff is 20% seniors according to the 2020 census. We are a senior community when you look at us versus population.”

Mayor Madigan:

“Yes, including me. I didn’t quite make 70 yet but come next May we’ll sing Happy Birthday.”

Mr. Litt:

“You’ll have to come to one of our parties. I’d be great. You have to bring your own, but look at us as a resource for you.”

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

Administrator’s Report:

1. Leaf Collection Schedule:

Leaf collection has begun its 2nd Round this week. To stay informed about the progress of our leaf collection efforts, please monitor our Township website and our social media channels.

2. White Goods Collection Reminder:

White Goods collection will resume next year.

3. Grandview Avenue Reconstruction Project:

Tonight, we will adopt the funding ordinance to accept the second DOT grant of \$248,240 for the Grandview Avenue Reconstruction Project.

4. Guiderail Replacement for Ravine Avenue and Grandview Avenue:

Four (4) bids were received for the Guiderail Replacement for Ravine Avenue and Grandview Avenue. That contract will be awarded tonight to Ficor Company.

5. Final Shade Tree Removal Bid of the Year:

We issued a bid for the last shade tree removal list of this year. 8 bids were received and the project was awarded by PO to Chris Fix Tree Care from Midland Park for \$21,180.

6. Flexi-Pave Material Installation at Russell Farms Park:

The first contract for the installation of Flexi-Pave material at Russell Farms Park has been completed, and the Maintenance Bond has been received. Tonight on the agenda is the closeout for that project. We are awaiting the company’s return to complete the second contract.

7. 2022 DCA Firefighters Grant

All material has been received, and work has been completed for this grant, which was for the purchase and installation of Turnout Gear Washers and Dryers

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in each firehouse. Project status reports and reimbursement requests have been sent to the DCA, and we are waiting to close out this project.

8. Salt Shed Roof Replacement:

A PO has been cut for replacing the Salt Shed Roof to American Roof Maintenance. This was funded with 2023 Capital.

9. New DOT Grant Awarded

We have been awarded \$166,168 from the NJDOT-Local Aid Program for the resurfacing of Lawlins Road.

Township Committee Reports:

Rudy Boonstra:

1. There has been little activity this month on various boards. The Planning Board cancelled their meeting due to the lack of applications. The Historic Preservation Commission did not conduct a meeting this month either.
2. A pre-construction meeting is scheduled for the middle of the month for The Barn sanitary sewer project on Sicomac Avenue and Terhune Terrace.
3. The Wyckoff Board of Health held their meeting on Thursday, November 9, 2023. Mr. Boonstra reported little activity.
4. Mr. Boonstra reported that the four (4) bay police garage is externally complete. Special thanks to the Facilities Committee and the DPW Staff for a great job.
5. Mr. Boonstra attended the Annual Christian Health Celebration of Excellence Gala at the Venetian Restaurant on Thursday, October 19, 2023. Always a great event, great food and great company.
6. The Zabriskie House Trustees sponsored a Trick or Treat Event on Saturday, October 28, 2023 at the Zabriskie House. Over 200 people visited the event and it was nice to see so many young families drop in.
7. Mr. Boonstra attended the Annual Veterans Luncheon at the Wyckoff Family YMCA on Monday, November 13th. Mayor Madigan, Committeemen Melchionne, Fisher, Assemblyman DePhillips, Senator Corrado and Administrator Cavallo were in attendance. At the conclusion of the event, Nick Ciampo was presented with the 2023 American Spirit Award, a well-deserved honor. This is the second award presented to a Wyckoff resident. The first award was presented to Dr. Ken Herman.
8. Election Day on Tuesday, November 7th proceeded smoothly. Mr. Boonstra thanked Nancy, Anna and Maryellen for working through a very long day. Thank you to the DPW Staff for delivering the election supplies at the “crack of dawn.”
9. Mr. Boonstra was present at the fatal house fire on Meer Avenue on Sunday, November 5th. This fully engulfed fire was very difficult to encounter and experience. Mayor Madigan and Fire Commissioner Melchionne were also at the fire scene. The Wyckoff Ambulance Corps worked tirelessly on the victim. Mr. Boonstra offered his sincere condolences to the victim’s family.

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10. Mr. Boonstra offered his congratulations to Mr. Melchionne and Mr. Fisher on the election.

Peter Melchionne:

1. Mr. Melchionne opined it was a very sad and tragic day on Sunday because of the fatal house fire on Meer Avenue. Many, many thanks to the Wyckoff Volunteer Fire Department, the Wyckoff Ambulance Corps, the numerous surrounding volunteer fire departments and all the volunteers who worked tirelessly and proficiently at the fire scene.
2. Mr. Melchionne sends his congratulations to running mate Scott Fisher.

Scott Fisher:

1. Mr. Fisher also congratulated his running mate, Peter Melchionne. Thank you to all the residents who supported us in the election. They both promise to continue to do their best to work for the residents of Wyckoff. Also, thanks to the Clerk's Office and the DPW for their conscientious work on Election Day.
2. Mr. Fisher encourages all senior residents to explore the services and programs at the Wyckoff Family YMCA. Everything from a cooking class and other initiatives for seniors and the short walking distance from Spring Meadow to the YMCA was alluded to Mr. Litt.

Mr. Litt:

- "a. - I am well versed, b. - we have an active community and an active number of people who are members and c. - they think it's overpriced. Given that we're neighbors - just some feedback. At some point in time, I think we'd like to have a discussion about the YMCA, its relationship to our community, the 50 year lease that's coming up in 2029 and some of the small issues or call them border issues between my community. I love the sports fields and I couldn't be happier where everything is located. I'll just respond quickly as anybody from the YMCA, the police department, the fire department who wants to come and talk to us, please, you're invited. You know, we'll give you a meeting and we'll have food served.
3. Mr. Fisher asked for patience on the part of the residents during the leaf collection process. The DPW Crews are working extended hours, six (6) days a week to complete the program before the holidays.
 4. Mr. Fisher extends his condolences to the family who lost their loved one on Sunday morning during the house fire on Meer Avenue. Mr. Fisher is a member of the Wyckoff Volunteer Fire Department and this organization is one of the best fire departments in the county, if not the state.

Timothy Shanley:

1. Mr. Shanley congratulated Mr. Fisher and Mr. Melchionne on their election.
2. The Board of Adjustment met on Thursday, October 19th where the application to install an artificial turf field at the Eastern Christian Elementary School on Sicomac Avenue was discussed. This application was carried to the next meeting on Thursday, November 16th. Three (3)

**TOWNSHIP OF WYCKOFF
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other applications were carried to the next meeting due to time constraints.

3. Mr. Shanley sent his sincere condolences to the family whose loved one perished in the fatal house fire on Meer Avenue on Sunday morning. Mr. Shanley asked for a moment of silence for Mrs. Ingenito who passed before the business meeting. Mayor Madigan noted that Father Stephen will offer his Invocation and prayer for Mrs. Ingenito at 8:00 p.m. All governing body members agreed.
4. The Recreation Advisory Board will meet on Monday, November 20th. Both the PeeWee and the Senior Football Teams will play in the "Super Bowl" on Sunday, November 12, 2023 at Ramapo High School.
5. The Ramapo Varsity Football Team will play Northern Highlands tomorrow evening. The winner of this game will play in the State Championship at Rutgers University or Met Life Stadium. Also, the Ramapo Girls Varsity Soccer Team lost to Northern Highlands on Monday in the state finals.

Mayor Thomas Madigan:

1. Kudos to the Wyckoff Volunteer Fire Department, surrounding fire departments (Allendale, Oakland Midland Park, Ramsey, Waldwick, Saddle River, Ridgewood & Hawthorne) and the EMTs for their rapid response to the fully engulfed house fire on Meer Avenue. Sadly, Mrs. Ingenito perished in the fire. The Township Committee prays for her son and grandchildren.
2. Mayor Madigan attended the Veterans Luncheon at the Wyckoff YMCA on Monday. We salute all of our veterans!
3. Congratulations to Nick Ciampo for receiving the 2023 American Spirit Award. Mayor Madigan suggested the governing body recognize Mr. Ciampo at a future meeting possibly on Tuesday, December 5th.
4. Election Day was Tuesday, November 7th. Congratulations to Scott Fisher and Pete Melchionne. Special thanks to the Clerk's Office and the DPW for the set-up and clean-up at the polling locations.
5. The Police Committee is accepting applications for the position of probationary police officer in 2024. The test will be conducted on Tuesday, November 14th with interviews to follow during the next week.
6. With regard to the leaf collection, Mayor Madigan offered a suggestion to the governing body that now may be the time to discuss the possibility of requiring landscapers to apply for a license to work in Wyckoff. At this time, many of the roadways in town are becoming impassable due to the lack of knowledge and guidelines as it relates to the town's specific leaf collection process.

Township Attorney Report:

1. Ripe Life Wines made an application to the State Division of Alcoholic Beverage Control and as a part of their application, sent a letter to the Township. This letter contained a Scribner's error and referenced an incorrect statute number. We have now received a corrected letter and unless there are any real objections, we will get back to them.

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2. Mr. Becker sent out a proposed draft agreement to William Smith, Esq., Attorney for the Borough of Franklin Lakes as it pertains to the sewer connection with a Franklin Lakes resident. The terms contained therein should be acceptable to all concerned based upon previous communications. We are awaiting confirmation, and once that is received, we can proceed with executing this document. It is accurate and Mr. Becker believes this document will be a good model/form for future sewer connections for out-of-town residents.
3. Mr. Becker has served on the Board of Trustees for Christian Health Care, and it is a wonderful organization. The residents who were asking about transportation from Spring Meadow throughout Wyckoff should reach out to Christian Health because they do offer a bus service to Wyckoff residents. Mr. Becker is sure they would partner with Spring Meadow Association and if you should require any assistance, he is happy to do so.
4. Congratulations to Scott Fisher and Pete Melchionne. Mr. Becker is glad to see that both members of the governing body are going to be working in tandem for the next three years.
5. As a veteran, Mr. Becker usually attends the Veterans Luncheon at the YMCA, however he was not able to attend this year. Wyckoff does a wonderful job connecting with the veterans here in town and celebrating them with the Memorial Day Parade and through the Military Tribute Banner Program. Mr. Becker sincerely appreciates living in this town for the past thirty years (30).

Mr. Melchionne remarked that our Veteran Military Banner Program has grown each year. These banners are placed on the decorative lampposts before Memorial Day and displayed throughout the year until after Veteran's Day. Both residents and visitors to town appreciate the banners. It is a great way to show some respect and honor to our local veterans. If you see a veteran, please thank them for their service, especially this Saturday, November 11th.

Matt Cavallo:

"Just one last thing, you all received a copy of a letter that I sent today to the BCUA with regard to a new county tax that they've implemented that's ultimately going to get pushed down to us. Whether it gets pushed out to us next year or 2028, it will eventually come down to us. But the short of it is, they have amended their solid waste management plan to implement a solid waste management service fee on a per ton basis for all waste generated within the county, not just municipal solid waste but all solid waste generated within the county. It must be paid by the receiving agency for the waste and the transfer station must pay this fee which yesterday was announced to be \$1.89 a ton. So, I sent a letter on behalf of our per year per ton annually. Between Wyckoff, Franklin Lakes and Oakland, we will generate roughly about \$30,000. Huge taxes to the county just for our municipal waste that we collect under our collective agreement we have between the three municipalities. The question is, we have a contract agreement that runs through 2027. And there's no clause in it that says the vendor will pass the charge onto us. My question to them is who's paying this fee because the vendor was not collecting it from anyone and he didn't include it in his rates. You know, the BCUA contract is up at the end of this year. Their new contract includes the municipalities paying that fee but we don't participate in the BCUA disposal contract. From what I understand and speaking to other administrators, this hit everybody by surprise. What they're

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saying is, it's to cover the fees of the county health department in the BCUA for managing garbage collection throughout the county."

Motion to recess the Open Session Discussion to conduct the Business Meeting at 7:59 p.m.

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

Motion to Reconvene the Open work Session Discussion adopt Resolution #23-C8 and enter into Closed Session at 8:15 p.m.:

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

Resolution: Adoption of the following:

#23-C8 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 9, 2023, meeting, hereby authorize, that an Executive Session closed to the public shall be conducted on November 9, 2023, 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 Open Work Session Discussion at 9:20 p.m.:

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

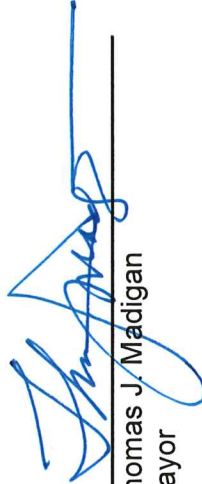
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Mayor Madigan asked for a motion to close the Work Session:

MOTION: SHANLEY _____ SECOND _____ MELCHIONNE _____
BOONSTRA YES FISHER YES MELCHIONNE YES
SHANLEY YES MADIGAN YES

With an affirmative vote, the motion is approved.

Adjourn the Open Work Session Meeting at 9:20 p.m.



Thomas J. Madigan
Mayor



Nancy A. Brown
Municipal Clerk

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Meeting Called to Order

Mayor Thomas J. Madigan 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 Thomas J. Madigan.

Invocation

The Invocation was offered by Father Stephen Fichter, St. Elizabeth's Church.

RE: Township Committee Meeting of Tuesday, November 9, 2023, 7:00 p.m. Work Session and 8:00 p.m. Business Meetings will be livestreamed.

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, Thursday, November 9, 2023 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.

This notice and agenda have been posted on the Township's home page Wyckoff-nj.com at the Quick Link for "Minutes & Agendas" on Monday, November 6, 2023. 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 Monday, November 6, 2023, by 4:30 pm.

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.

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Attendance

Township Committee Present: Mayor Thomas J. Madigan; Committee Present: Rudolf E. Boonstra, Scott A. Fisher; Peter J. Melchionne, and Timothy E. Shanley.

Staff Present: Township Administrator Matthew A. Cavallo, Municipal Clerk Nancy Brown and Township Attorney David Becker.

Meeting Open for Public Comment

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

Father Stephen Fichter-
Thanked Administrator Matthew Cavallo and the Township Committee for the Special Law Enforcement Officer, Class III assigned to Saint Elizabeth School. Father Stephen Fichter stated that he and the parents of the students at Saint Elizabeth School are very thankful for the protection of the students and staff.

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

With an affirmative vote, the motion is approved.

Approval of the October 17, 2023 Work Session & Business meeting minutes:

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

With an affirmative vote, the motion is approved.

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

I Resolutions (Adoption of the following):

#23-282 Budget Transfers

Whereas NJSA 40A:4-58 permits transfers of funds during the last two (2) months of the the fiscal year.

Now therefore be it Resolved by the Township Committee of the Township of Wyckoff that the transfer of the following funds is hereby authorized and directed

From:

Administration	20-100-010	SW	-10,000
Tax Collector	20-145-020	OE	-4,000
Tax Assessor	20-150-010	SW	-9,000
Tax Assessor	20-150-020	OE	-40,000
Police	25-240-020	OE	-120,000
Bd of Health	27-330-020	OE	-2,600
Health Benefit	23-220-020	OE	-11,000

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-196,600

To:

Administration	20-100-020	OE	3,000
Finance	20-130-010	SW	2,000
Finance	20-130-020	OE	9,000
Tax Collector	20-145-010	SW	2,000
Engineering	20-165-010	SW	3,000
Engineering	20-165-020	OE	12,000
UCC	22-195-010	SW	29,000
UCC	22-195-020	OE	6,000
Police	25-240-010	SW	120,000
Police Vehicle	26-316-020	OE	5,000
Fire Vehicle	26-317-020	OE	3,000
Health Dept	27-330-010	SW	2,600
			<u>196,600</u>

#23-283 Cancellation of Sewer Billing, Block 466, Lot 52.01

WHEREAS, 68 Wyckoff Avenue, known as Block 466, Lot 52.01 in the Township of Wyckoff has received duplicative bills for sewer service in 2023; and,

WHEREAS, Michael Palumbo & Rita Remy request the duplicate 2023 sewer usage billing be canceled; and,

WHEREAS, the Wyckoff Tax Collector's office has produced and verified that and has confirmed the 2023 sewer service charges have been paid and that the account is current.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey that the duplicate sewer usage billing for 2023 is hereby canceled and sewer usage billing will resume for 2024 service at 68 Wyckoff Avenue, Block 466, Lot 52.01.

BE IT FURTHER RESOLVED, that the Municipal Clerk will forward a copy of this resolution to the Tax Collector, Sewer Utility Clerk and Township Engineer.

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October 23, 2023
03:58 PM

Township of Wyckoff
Utility Account Status By Account Id

Range: 5951-0 to 5951-0

Year: First to Last
Period: 1 to 12
Date: 01/01/23 to 12/31/23
Cycle: First to Last
Section: First to Last

Print Service Debit/Credit Only:
Include Service Type: Sewer: Y

Account Type: First to Last
Include Prior Year/Prd in Bal: Y
Include Zero Bal: Y
Exclude Non-NSF Reversed Payments: N
Status: Active/Inactive

Report Type: Detail
Print Block/Lot/Qual: N
Name to Print: Bill To
Location to Print: Property

Order By: Date

* Overpayment amount applied to periods outside the range is not displayed

Account Id	Type	Section	Property Location Address	Code	Meth	Check No	Description	Apply To	Principal	Interest	Balance
5951-0	R01		68 WYCKOFF AVE								
PALUMBO, MICHAEL & REMY, RITA			68 WYCKOFF AVE				WYCKOFF, NJ		07481		
Sewer: 1											
09/22/23	Payment	23	2 Sewer	002	CK	000000003131	LOCKBOX		0.00	5.54-	496.14
09/22/23	Payment	23	1 Sewer	002	CK	000000003131	LOCKBOX		239.86-	7.89-	496.14
03/27/23	Bill	23	2 Sewer	R01					243.00		736.00
03/27/23	Bill	23	2 Sewer	R01					243.00		493.00
03/27/23	Appl Ovr	23	1 Sewer	051	CK	3023	FR Sewer	07/10/19	236.00-	0.00	250.00
03/27/23	Bill	23	1 Sewer	R01					243.00		250.00
03/27/23	Bill	23	1 Sewer	R01					243.00		7.00
Prev. Bal:											236.00-

NOTE: Prior Year/Period Principal IS included on this report.

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23-284 Release Safety & Security Bond – CHCC/The Vista

WHEREAS, Christian Health – The Vista, 301 Sicomac Avenue, Wyckoff, New Jersey 07481 has requested the release of the \$80,110.00 being held as Safety & Security Guarantee; and

WHEREAS, the Township’s Consulting Engineer, Mr. Peter C. Ten Kate of Boswell Engineering, in a letter dated September 25, 2023 states that the \$80,110.00 Safety & Stabilization Bond is approved to be released; and

WHEREAS, Christian Health – The Vista, 301 Sicomac Avenue, Wyckoff, New Jersey 07481 posted the following with the Municipal Clerk on June 10, 2019 as Safety & Security bond:

Safety & Security Cash Bond \$80,110.00

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, and State of New Jersey that they hereby accept the recommendation of the Township Consulting Engineer, Mr. Peter C. Ten Kate to release the \$80,110.00 Safety & Security Bond.

BE IT FURTHER RESOLVED, that the Municipal Clerk will forward a copy of this resolution to the Township Consulting Engineer, Mr. Peter C. Ten Kate, the Township Engineer, Mr. Mark Di Gennaro and to Christian Health – The Vista, 301 Sicomac Avenue, Wyckoff, New Jersey 07481.

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BOSWELL ENGINEERING

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS

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

September 25, 2023

The Honorable Mayor and Township Committee Members
Township of Wyckoff
Scotts Plaza
Wyckoff, New Jersey 07481

Attention: Nancy Brown, Township Clerk

Re: Christian Health – The Vista
301 Sicomac Avenue
Block 443, Lot, 49.03, 51, & 52.01
Township of Wyckoff
Our File No. WYES-389

Dear Mayor Madigan and Township Committee Members:

Christian Health has requested a release of the Safety and Security posted for the required site improvements of the above referenced site.

The Township currently holds the following Bond:

Safety and Stabilization Bond \$ 80,110.00

As per the Municipal Land Use Law, the Safety and Security Bond is to be released when requested.

Since all the public improvements were bonded by Bergen County as part of the Sicomac Avenue widening required by Bergen County, no performance or maintenance guarantee were required.

The Township currently also holds engineering inspector fees for the project. The engineering and inspection escrow fees will be released when all the closeout documents are received.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

BOSWELL ENGINEERING



Peter C. Ten Kate, P.E.

PCTK/jg

cc: Matthew Cavallo Township Administrator
Mark DiGennaro, P.E., Township Engineer
Diana McLeod, Municipal Finance Officer

230925JG11.doc

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#23-285 Change Order & Contract Close-Out #23-06 2023 Road Program

WHEREAS, J.A. Alexander, Inc. and the Township of Wyckoff have heretofore entered into an Agreement, more particularly known as Contract No. 2023-06 – “Road Improvement Program 2023” for the furnishing of labor, equipment, and materials in the amount not to exceed \$1,010,226.22, in accordance with the requirements of the Local Public Contract Law, N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, the Township Committee has received Contract Change Order No. 2/Contract Close Out for the within the contract in the amount of minus \$50,956.31 for a revised contract amount of \$959,269.91; and

WHEREAS, Contract Change Order No. 2/Contract Close Out does not expand the scope of the contract; and

WHEREAS, the within Contract Change Order No. 2/Contract Close Out is in the best interests of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Wyckoff, in the County of Bergen, State of New Jersey, that Contract Change Order No. 2 for Contract No. 2023-06, in the amount of minus \$50,956.31 be approved, and the project be closed out.

BE IT FURTHER RESOLVED that the Mayor, the Municipal Clerk, and any other appropriate officer are authorized to execute Contract Change Order No. 2/Contract Close Out for Contract No. 2023-06 on behalf of the Township.

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TOWNSHIP OF WYCKOFF
CONTRACT CHANGE

Project Title Road Improvement Program 2023 Contract No. 2023-06

Award Resolution No. 23-215

Contractor L.A. Alexander, Inc.
130 John F. Kennedy Dr. No.
Bloomfield, New Jersey 07003

Change Order No. 2 Close Out? Yes ☒ No ☐

Necessity for Change and/or Statement: To reconcile with as-built quantities.

Is proposed change an alternate bid?	Yes ☐	No ☒
Is stake out required?	Yes ☐	No ☒
Will change affect expiration or extent of insurance?	Yes ☐	No ☒
Will operation and maintenance cost be affected?	Yes ☐	No ☒
Will change affect other prime contractors?	Yes ☐	No ☒
Will change alter size of project?	Yes ☐	No ☒
Has consent of surety been obtained?	Yes ☐	Not Necessary ☒
Is money available under bond?	Yes ☒	No ☐
Is a supplemental bond required?	Yes ☐	No ☒
If a close out, has a maintenance bond been submitted?	Yes ☒	No ☐

* If yes, attach additional sheet of explanation.

Original Contract Award	\$	1,010,226.22
Previous Change Orders	\$	-
Revised Contract	\$	1,010,226.22
Change Order (plus)		
Change Order (minus)	\$	(50,956.31)
Revised Contract	\$	959,269.91

Requested by: Joseph Vander Plaats Date: 10/25/23
Joseph Vander Plaats, Public Works Manager

Recommended by: Matthew Cavallo Date: 10/25/23
Matthew Cavallo, Township Administrator/
Qualified Purchasing Agent

Contractor: James L. Alexander Date: 10-23-23
L.A. Alexander, Inc.

Approved: Thomas I. Madigan Date: 11/9/23
Title: Project Manager
Thomas I. Madigan, Mayor

Attest: Nancy A. Brown Date: 11-9-23
Nancy A. Brown, Municipal Clerk

Change Order Resolution No. 23-285

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#23-286

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 \$3,000.00 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 2024.

WHEREAS, the term of this agreement shall be for a period of one (1) year commencing on January 1, 2024 and terminating on December 31, 2024.

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 \$3,000.00

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, 2024, IS SUBJECT TO THE AVAILABILITY OF FUNDS APPROPRIATED IN THE 2024 ANNUAL BUDGET AND SUBSEQUENT ANNUAL BUDGETS AS REQUIRED. THE BUDGETORY ACCOUNTING ENCUMBRANCE PROCESS AS SET FORTH IN NJAC 5:30 (c) AND 5:30 – 5.4 (b) FOR EACH FISCAL YEAR SHALL TAKE THE PLACE OF AND BE USED INSTEAD OF, WRITTEN CERTIFICATION OF AVAILABLE FUNDS AS SET FORTH IN NJAC 5:30-5.4(a).

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DocuSign Envelope ID: DEE6026F-5469-4B2D-96A9-80BEAA40E396

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, 2024**, 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 (DATI) 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.

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- 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

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(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

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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. If PUBLIC ENTITY does not agree to the new price, it shall provide notice of such to PROVIDER at least thirty (30) days in advance of the price change, and PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then-current price for the duration of the Agreement. If PROVIDER declines to continue providing the agreed upon services at the then-current price for the duration of the Agreement, 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, 2024, and terminating on December 31, 2024**, with the understanding that this Agreement will renew itself for an additional term of one (1) year, through 2025, unless terminated prior to that

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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.

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.

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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 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

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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 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.

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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 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.

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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.

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:

Township of Wyckoff
340 Franklin Avenue
Wyckoff, NJ 07481
Attn: Township Clerk

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,

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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.

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.

PUBLIC ENTITY: Wyckoff, Township of

DecSigned by:

By: Jose Balaramana

[REDACTED]

Title: Vice President, Human ResourcesDate: 11/14/2023By: [Signature]Title: MayorDate: Nov. 9, 2023

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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 \$ 72.00 per driver for DOT drug test (UDS)

and DOT alcohol test (BAT)

PUBLIC ENTITY agrees to pay PROVIDER \$ 65.00 per Non-DOT drug test

PUBLIC ENTITY agrees to pay PROVIDER \$ 50.00 per Observed Urine Drug Screen

PUBLIC ENTITY agrees to pay PROVIDER \$ 55.00 per Non covered 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

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).

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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.

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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.**

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#23-287 Approval of Vouchers and Authorization to Pay 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. 20981 – 20995 Payroll A/C, Direct Deposit Vouchers no. 19692 – 19773, Library Payroll check nos. 1771 – 1773, Library Direct Deposit Vouchers no. 8108 – 8135, Claims Wire nos. 231101, 231102 & 231103, Claims check nos. 091284 – 091426, AHDFT #1025, Trs. Dog Trust - \$909.98 and Voided Claims check no. 091276.

#23-288 Return of Certain Overpaid Taxes, Fees, 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:

TAX REFUND:

Antonio & Joanna Centola, 53 John Street, Wyckoff, New Jersey 07481 – Refund 2023 Sewer overpayment – Block 516/Lot 58 - \$243.00

103 Edison St., LLC, 705 Ridge Road, Lyndhurst, New Jersey 07071 – Refund 2023 Sewer overpayment – Block 269/Lot 10 - \$238.00

RECREATION:

Tim Werkley, 539 Farview Court, Wyckoff, New Jersey 07481 – Basketball Refund - \$100.00

#23-289 Award of Contract #2023-12 – Ravine Avenue & Grandview Avenue Guiderail Installation

WHEREAS, on October 26, 2023, the Township received bids for Contract No. 2023-12 – RAVINE AVENUE AND GRANDVIEW AVENUE GUIDERAIL INSTALLATION; and

WHEREAS, four (4) bids were received for Contract No. 2023-12; and

WHEREAS, the apparent lowest responsive and responsible bid was submitted by Ficor Company, Inc. in the base bid amount of \$53,525.00; and

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WHEREAS, the Township Administrator and the Township Engineer have reviewed and recommended the Contract award be made to Ficor Company, Inc., as the lowest responsive and responsible bid.

NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of Wyckoff, in the County of Bergen, State of New Jersey, that the contract for Contract No. 2023-12 is awarded to the lowest responsive and responsible bidder, Ficor Company, Inc., 105 Passaic Avenue, Ogdensburg, NJ 07439 for the base bid amount of \$53,525.00.

BE IT FURTHER RESOLVED that the Mayor, the Municipal Clerk, and any other officer as may be deemed appropriate are hereby authorized to enter into an agreement or any other required documents for the aforementioned services, a copy of which shall be available for public inspection in the Office of the Municipal Clerk.

CERTIFICATION

I, DIANA MCLEOD, CHIEF FINANCIAL OFFICER OF THE TOWNSHIP OF WYCKOFF, CERTIFY THAT ADEQUATE FUNDS HAVE BEEN APPROPRIATED IN THE 2023 MUNICIPAL BUDGET ACCOUNTS C-04-56-999-995 AT \$53,525.00. NOT TO EXCEED THE MAXIMUM AMOUNT AS SET FORTH ABOVE.

Line Item	Quantities	Unit	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	1	LS	Performance Bond, Insurance, and Road Opening Permit	\$2,000.00	\$2,000.00	\$695.00	\$2,000.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00
2	1	LS	Aggregate Removal and Disposal of Existing Timber Rail, Fill Post Holes with Dense Graded	\$9,500.00	\$9,500.00	\$6,500.00	\$10,109.00	\$10,109.00	\$22,000.00	\$22,000.00	\$22,000.00
3	1,100	LF	Approximately 1,100 LF of Steel Beam Guiderail (6", 3" Post Spacing)	\$31.00	\$34,100.00	\$29.40	\$32,340.00	\$34.00	\$37,400.00	\$90.00	\$99,000.00
4	2	EA	Reset Existing Tangent End Terminals	\$1,000.00	\$2,000.00	\$4,865.00	\$9,730.00	\$1,600.00	\$3,200.00	\$1,000.00	\$2,000.00
5	2	EA	Approach Guiderail Terminal TL-2	\$1,475.00	\$2,950.00	\$2,345.00	\$4,690.00	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00
6	2	EA	Aluminum Bridge Pipe Rail Adaptors	\$1,200.00	\$2,400.00	\$745.00	\$1,490.00	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00
7	1	EA	6-foot Posts (if and where needed)	\$150.00	\$150.00	\$155.00	\$155.00	\$60.00	\$60.00	\$250.00	\$250.00
8	1	EA	8-foot Posts (if and where needed)	\$200.00	\$200.00	\$175.00	\$175.00	\$110.00	\$110.00	\$300.00	\$300.00
9	1	EA	9-foot Posts (if and where needed)	\$225.00	\$225.00	\$200.00	\$200.00	\$120.00	\$120.00	\$350.00	\$350.00
BASE BID TOTAL				\$53,525.00		\$55,975.00		\$62,999.00		\$141,900.00	
				No exceptions taken		Exceptions taken		No exceptions taken		No exceptions taken	

COMPANY NAME	Floor Company, Inc.	J. Fletcher Creamer & Son, Inc.	Road Safety Systems, LLC	Westcraft Builders, Inc.
CONTACT	Peter Fischer	Gary Erikson	John Flemming, President	Sashko Gregoski
ADDRESS	105 Passaic Avenue	101 E. Broadway	12 Park Drive	63 Beaverbrook Road, Suite 204
CITY/STATE/ZIP	Odensburg, NJ 07439	Hackensack, NJ 07601	Shamong, NJ 08088	Lincoln Park, NJ 07035
PHONE	888-978-9249	201-488-9800	609-801-9332	973-646-8507
FAX		201-488-0587	609-801-9334	
EMAIL	flcor@live.com	gary.erikson@lfcson.us	john@roadsafetyssystem.com	sashko@westcraft.org

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#23-290 Approving Contract Closeout for Contract No. 2023-08-Supply, Delivery and Installation of Flexi-Pave at RFCP

WHEREAS, Waters & Bugbee, Inc. and the Township of Wyckoff have heretofore entered into an Agreement, more particularly known as Contract No. 2023-08 – “Supply, Delivery and Installation of Flexi-Pave Material or Approved Equal on Walking Trail at Russell Farms Community Park” for the furnishing of labor, equipment, and materials in the amount not to exceed \$69,465.00, in accordance with the requirements of the Local Public Contract Law, N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, the Township Committee has received Contract Closeout for the within the contract in the amount of \$69,465.00; and

WHEREAS, the within Contract Closeout is in the best interests of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Wyckoff, in the County of Bergen, State of New Jersey, that Contract No. 2023-08 be closed out.

BE IT FURTHER RESOLVED that the Mayor, the Municipal Clerk, and any other appropriate officer are authorized to execute Contract Close Out for Contract No. 2023-08 on behalf of the Township.

II Ordinances – Introduction

#1995

**AN ORDINANCE AMENDING THE LAND USE ORDINANCE OF THE
TOWNSHIP OF WYCKOFF TO AMEND CHAPTER 186, ZONING, TO
MODIFY ZONING REGULATIONS TO ACCOMMODATE DIFFERENT
TYPES OF RESIDENTIAL DEVELOPMENT AND TO ENCOURAGE
THE CONSTRUCTION OF AFFORDABLE HOUSING**

WHEREAS, the Township of Wyckoff recently adopted a Master Plan Amendment which provided goals and objectives for the future development of underutilized properties; and

WHEREAS, the Township of Wyckoff recognizes that several sites are currently underutilized and should be considered for downzoning. This is particularly important to address the economic and affordable housing goals of the Township; and

WHEREAS, certain properties included in the RA-25 Rural Residence Zone, the companion zone to the RC-25 Cluster Options Residence Zone, have become fallow, including a former house of worship, which are situated in Block 437, including Lots 16, 18, 19, 20.02, and 20.04 located at the terminus of Squawbrook Road, and are better suited for a residential cluster development of detached single-family residences which will encourage land conservation and open space preservation; and

WHEREAS, similar to the Squawbrook Road site, two lots located at 168 and 174 Franklin Avenue, known as Block 265 Lot 72 and 73, are underutilized. Lot 73 is 1.6 acres in area, and Lot 72 is 1.9 acres, both with single-family dwellings. To the east of these lots is a lot owned by the Borough of Waldwick and occupied by water tanks. To the south is the J.A. McFaul Environmental Center. The natural buffer of the surrounding development pattern and the fact that this site is underutilized creates opportunity for rezoning to provide some affordable housing; and

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TOWNSHIP OF WYCKOFF
CONTRACT CLOSEOUT

Project Title Supply, Delivery, and Installation of Flexi-Pave Material or Approved Equal on Walking Trail at Russell Farms Community Park Contract No. 2023-08

Award Resolution No. 23-229

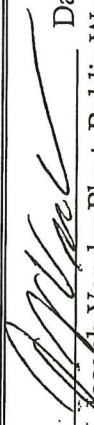
Contractor Waters & Bugbee, Inc.
75 South Gold Avenue
Hamilton, New Jersey 08691

Change Order No. N/A Close Out? Yes ☒ No ☐

Necessity for Change and/or Statement: To reconcile with as-built quantities.

Has a maintenance bond been submitted? Yes ☒ No ☐

Original Contract Award	\$	69,465.00
Previous Change Orders	\$	-
Revised Contract	\$	69,465.00
Change Order (plus)		
Change Order (minus)	\$	-
Revised Contract	\$	69,465.00

Requested by:  Date: 11/09/23
Joseph Vander Plaats, Public Works Manager

Recommended by:  Date: 11/09/23
Matthew Cavallo, Township Administrator/
Qualified Purchasing Agent

Approved:  Date: 11/09/23
Thomas J. Madigan, Mayor

Attest:  Date: 11-14-23
Nancy A. Brown, Municipal Clerk

Change Order Resolution No. 23-290

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WHEREAS, the purpose of this ordinance is to provide a regulatory framework for the rezoning of both these sites for smaller residential lots with the inclusion of affordable housing either through a regular subdivision or in a cluster format where it is necessary for environmental preservation.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Wyckoff, in the County of Bergen, State of New Jersey, that the Code of the Township of Wyckoff is hereby amended to include the following new provisions;

SECTION 1. A new Section 186-49L is hereby added as follows:

§ 186-49L. SF/AH3: Single-Family Affordable Housing Zone.

- (1) Principal permitted uses shall be as follows:
 - a. Single-family detached housing
- (2) Accessory Uses shall be those permitted in the MF/AH Zones as well as public open space in a cluster design as required by § 186-49L(5)b.
- (3) Accessory buildings shall comply with the setback requirements of the R-15 zone district.
- (4) Conditional uses shall be as follows:
 - a. Two-family attached housing
 - i. These Units shall be for the provision of affordable housing in accordance with the required set-a-side as set forth in this § 186-49L(7) with the condition that both units must be affordable.
 - ii. These units must be setback a minimum of 300 feet from the front property line of a site
 - b. Senior citizen housing/special needs/veterans housing
 - i. These Units shall be for the provision of affordable housing in accordance with the required set-a-side as set forth in this § 186-49L(7).
 - ii. The site shall have a minimum of 5 acres in area.
- (5) Bulk Requirements
 - a. Single-Family and Two-Family lots permitted at

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a density of 4.5 dwelling units per acre in accordance with the following bulk requirements.

Minimum Lot Size (SF)	Average Lot (SF)	Maximum Height (stories/feet)	Minimum Front Yard
7,000	8,500	2 ½ / 35	40 feet

Maximum Lot Coverage		
Minimum Side Yard	Minimum Rear Yard	Principal Building And Accessory Building
10 feet	30 feet	30% 35%

b. Environmental Preservation Cluster Design Option

i. With a minimum of five (5) acres, an environmentally constrained tract may be developed in accordance with the following standards:

Minimum Lot Size (SF)	Average Lot (SF)	Maximum Height (stories/feet)	Minimum Front Yard
5,000	7,000	2 ½ / 35	30 feet

Maximum Lot Coverage		
Minimum Side Yard	Minimum Rear Yard	Principal Building And Accessory Building
15 feet	30 feet	35% 40%

ii. Minimum open space required: A minimum of 50% of the site shall be preserved for environmental protection and/or passive recreation.

iii. There shall be no required wetlands buffer located on a privately owned lot. All buffers shall be located on the preserved open space to be maintained as detailed in Section IV of this chapter.

iv. Maximum Density is 3.5 dwelling units per acre.

(6) Minimum Off-Street Parking: as required by the Residential Site Improvement Standards.

(7) Minimum affordable housing requirements for each site.

a. The minimum required affordable housing for

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each site shall be based on a 20% set-aside for for-sale units and a 15% set-aside for rental units.

- b. The affordable units shall be deed-restricted in accordance with the requirements of the State of New Jersey.

(8) Landscape Standard:

- a. A landscape plan shall be submitted with each application for development in accordance with § 223-5 of the Township Code.
- b. The landscape plan shall include rain garden where possible to assist in the natural drainage of the site.

- (9) Sidewalks shall be required in accordance with Residential Site Improvement Standards.

SECTION 2. § 186-33 Shall not apply to this zone; instead, the cluster requirements of § 186-49L apply as set forth in Section 1.

SECTION 3. § 186-3, Zoning Map, is hereby amended and supplemented by the addition of the following:

HH. The SF/AH3 Zone is the name of the zone established to include Block 265, Lots 72 and 73, and Block 437, Lots 16, 18, 19, 20.02, and 20.04

SECTION 4. If any section, sub-section, paragraph, sentence, or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

SECTION 5. All ordinances or parts of ordinances that are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 6. This ordinance shall take effect after final adoption and publication and otherwise as provided by law.

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#1996

AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF
WYCKOFF CHAPTER 186, ZONING, SCHEDULE I, SCHEDULE OF
DIMENSIONAL REQUIREMENTS TO REFLECT PREVIOUSLY
ADOPTED CHANGES TO THE ZONING CODE

WHEREAS, the Township of Wyckoff previously adopted several Ordinances amending sections of Chapter 186, Zoning, which created new Zones and amended the bulk requirements of Zones; and

WHEREAS, the Township Committee desires to amend and supplement Schedule I – Schedule of Dimensional Requirements, to conform to the previously adopted Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Wyckoff, in the County of Bergen, State of New Jersey, that the Code of the Township of Wyckoff is hereby amended as follows:

SECTION 1. Schedule I of Chapter 186, Zoning, is hereby amended and supplemented in its entirety with the new Schedule I annexed to this Ordinance as Exhibit A.

SECTION 2. If any section, sub-section, paragraph, sentence, or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

SECTION 3. All ordinances or parts of ordinances that are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4. This ordinance shall take effect after final adoption and publication and otherwise as provided by law.

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Zone	Minimum Tract Size	Area (square feet)	Minimum Lot Requirements		Density (dwelling Units per Acre)	Principal Building		Accessory Building		Maximum Building Height	Minimum Habitable Floor Area per Dwelling Unit (square feet)		Maximum Lot Coverage	Principal Building (%)	Accessory Building and Accessory Building (%)	Maximum Impervious Coverage (%)	Minimum Buffer Area (feet)	
			Lot Width Frontage (feet)	Depth (feet)		Rear (feet)	Each Side (feet)	Rear (feet)	Stories		Whole Dwelling Unit (square feet)	One Bedroom (square feet)						Two Bedroom (square feet)
RA-25 Rural Residential (p)	10 acres	25,000	125	150	40	20	20	20	10	2 1/2	35	1,200	15	20	-	-	-	
RC-25 Cluster Development (u)	10 acres	15,000	100	125	40	15	10	10	10	2 1/2	35	1,100	15	20	771	40 and 30 (r)	50	
R-15	20 acres	3,000	24	100	25	10	25											
R-15/SDAH2		15,000																
B-1A Triangle Business		6,000	60	100	20	12	20	12	20	2 1/2	35					75		
B-1 Central Business		6,000	60	100	20	12	20	12	20	2 1/2	35	600				25 and 20 (r)		
B-2 Neighborhood Business		6,000	60	100	20	12	20	12	20	2 1/2	35	600				(k)		
B-3 Office		7,500	60	125	25	10 (s)	20	10	20	2 1/2	30	1,100				40 and 25 (r)		
B-4 Outdoor Recreational																		
B-5 Planned Community Shopping Center	5 acres	300	500	50 (e)	50 (e)	50 (d)	50 (d)	50 (c)	1 (f)	2	40					25 (g)		
L-1 Light Industry	3 acres	200	500	75	50 (d)	50 (d)	50 (d)	50 (c)	2	35	35					30		
L-2 Light Industry	4 acres	300	500	75	50 (d)	50 (d)	50 (d)	50 (c)	2	35	35					20		
RPP-1 Recreation/Public Purpose	-	-	-	-	-	-	-	-	-	-	40					20		
RPP-2 Recreation/Public Purpose	-	-	-	-	-	-	-	-	-	-	35					20		
Center/Affordable Housing Zone	5 acres	300	500	50 (l)	50 (l)	50 (l)	50 (l)	-	1 (m)	2 1/2	35					15		
RA-15/SDAH-2 Affordable Housing Zone (p)	15,000	100	125	40	25	30 (o)	25	25	2 1/2	35	35					30		
MF/AH1	Single Family- 7,500 Two	9:7		25	25	25	25	25	2 1/2	35	2 1/2					35		
MF/AH2	Family- 10,000 Single	11 for sale units and 14 for rent units	8.8	25	25	25	25	25	2 1/2	35	2 1/2					30		
MF/AH5	Family Attached 2,500		10	25	25	25	25	25	2 1/2	35	2 1/2					35		
MF/AH6																60		
MF/AH7						40	40		See §186-49 (D)							60		
MF/AH8 Affordable Housing	0.5 acres	200	12 not to exceed 6 Dwelling units	100	30	20	30	30	2 1/2	35	2 1/2					30		
MF/AH9 Affordable Housing	2.25 acres	200	Maximum of 22 Dwelling units	200	30	30	30	30	2 1/2	35	2 1/2					35		
MF/AH 10 Affordable Housing Zone	3.25 acres	150	Dwelling units	400	35	30	30	30	2 1/2	35	2 1/2					35		
SF/AH1	4 acres	11,000	Multi-Family - 6 Single Family- 7	100					2 1/2	35						35		
SF/AH2	4 acres		Multi-Family - 8 Single-Family - 10	400	20	40	10	40	10 and 15 when abutting a residential zone	45	3					35		
SF/AH3	7,000 with an average of 8,500 for all lots	-	4.5	-	40	10	10	50	10	35	2 1/2							
SF/AH3	5 Acres	5,000 with an average of 7,000 for all lots	2.5	-	-	30	15	30	10	35	2 1/2							
SF/AH3 Cluster Option																		
AHO-1 Affordable Housing Overlay Zone	1.8 acres	170	15	500	15	20	10	20	10	35	2 1/2	2 for building facing Wyckoff Ave 3 Stories for buildings facing Wyckoff Ave	45 for all other buildings			50	15	
AHO-2 Affordable Housing Overlay Zone	2 acres	400	12		16	150	25	40	10 and 15 when abutting residential zone	45	3					40		
AHO-4 Affordable Housing Overlay Zone	2.3 acres								10 and 15 when abutting residential zone		2					45		

(Amended 10-7-1908 by Ord. No.830;3-18-1996 by Ord. No.1981; 6-20-1989 by Ord. No.1070;10-6-1992 by Ord. No. 1146; 1-17-2006 by Ord. No. 1519; 2-18-2014 by Ord. No.1727; 2-20-2018 by Ord. No. 1848; 9- -2023 by Ord. No.

186 Attachment 1
Township of Wyckoff
Schedule I Schedule of Dimensional Requirements (I)
Ord. No. 1519: 2-18-2014 by Ord. No. 1727: 2-20-2018 by Ord. No. 1848: 9 -2023 by Ord. No.
Amended 10-7-1908 by Ord. No. 830: 3-18-1996 by Ord. No. 981: 6-20-1989 by Ord. No. 1070: 10-6-1992 by Ord. No. 1146: 1-17-2006 by Ord. No. 1519: 2-18-2014 by Ord. No. 1727: 2-20-2018 by Ord. No. 1848: 9 -2023 by Ord. No.

NOTES:
The dimensional requirements in the RC-25 Zone are the same as for the RA-25 Zone, except that for cluster development, the requirements are the same for the R-15 Zone. In connection with the B-1 Zone, see § 186-10.
(a) One hundred feet adjacent to any residential zone.
(b) Exclusive of farm buildings.
(c) One hundred feet adjacent to any residential zone.
(d) One hundred feet adjacent to any residential zone.

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SECOND FLOOR MUNICIPAL COURT ROOM

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Zone	Minimum Lot Requirements		Area (square feet)	Frontage and Depth (feet)	Principal Building				Accessory Building		Maximum Building Height		Minimum Habitable Floor Area per Dwelling Unit (square feet)		Maximum Lot Coverage		Minimum ImperVIOUS Buffer Area (feet)
	Density (dwelling Units per acre)	Depth (feet)			Each Side (feet)	Rear (feet)	Each Side (feet)	Rear (feet)	Stories	Feet	Whole Dwelling Unit (square feet)	One Bedroom (square feet)	Two Bedroom	Principal Building (%)	Maximum Lot Coverage (%)		
AHO-4 Affordable Housing Overlay Zone	2 acres			Minimum of 15 feet and maximum 55 feet	10	10	10	2	35								45
AHO-3 Affordable Housing Overlay Zone	2 acres				10	10	10	2	35								40
AHO-2 Affordable Housing Overlay Zone					10	10	10	2	35								45
AHO-1 Affordable Housing Overlay Zone					10	10	10	2	35								40
SF/AH3 Cluster Option	5 Acres	5,000 with an average of 7,000 for all lots	-	-	30	15	30	2 1/2	35								60
SF/AH3		7,000 with an average of 8,500 for all lots	-	4.5	50	10	50	2 1/2	35								60
SF/AH2	4 acres		400	Multi-Family - 8 Single-Family - 10	40	10	40	10 and 15 when abutting residential zone	45								35
SF/AH1	4 acres	11,000	100	Multi- Family - 6 Single-Family - 7	30	Two Family - 8/20 Single Family attached - The minimum distance between units shall be 20 feet	30	10 and 15 when abutting residential zone	35								35
MF/AH10 Affordable Housing Zone	3.25 acres	150		Dwelling units	35	Single-Family - 5/15	30		35								30
MF/AH9 Affordable Housing	2.25 acres	200		Maximum of 22	30	abutting a single-family zone	30		35								30
MF/AH8 Affordable Housing	0.5 acres	200		12 not to exceed 6	30	20 and 40 where	30		35								30
MF/AH7				Dwelling units	40	40	40		35								60
MF/AH6				Maximum of 61	25	Single-Family - 5/15	25		35								60
MF/AH5				10	25	Two Family 8/20	25		35								60
MF/AH2				8.8	25		25		35								60
MF/AH1				11 for sale units and 14 for rent units	25		25		35								60
RA-15/SDAH-2 Affordable Housing Zone (p)	15,000	100		9.7	40	15 (o)	30 (o)	-	35								20
B-5/SDAH-2 Planned Community Shopping Center/Affordable Housing Zone	5 acres	300			50 (i)	50 (i)	50 (i)	-	40								-
RPP-2 Recreation/Public Purpose	-	-		-	-	-	-	-	35								-
RPP-1 Recreation/Public Purpose	4 acres	300		500	75	50 (d)	50 (d)	50 (c)	35								-
L-2 Light Industry	3 acres	200		300	75	50 (d)	50 (d)	50 (c)	35								-
L-1 Light Industry	5 acres	300		300	50 (e)	50 (e)	50 (e)	-	40								-
B-4 Outdoor Recreational	7,500	60		125	25	10 (s)	20	20	30								-
B-3 Office	6,000	60		100	20	12	20	20	35								-
B-2 Neighborhood Business	6,000	60		100	20	12	20	20	35								-
B-1A Triangle Business	6,000	60		100	20	12	20	20	35								-
B-1 Central Business	6,000	60		100	20	12	20	20	35								-
B-1A Triangle Business	6,000	60		100	20	12	20	20	35								-
R-15/SDAH2	15,000	60		100	20	12	20	20	35								-
R-15 Senior Citizen Cluster Option	3,000	24	20 acres	5	100	25	10	10	35								-
RC-25 Cluster Development (u)	15,000	125	10 acres		40	20	20	20	35								-
R-25 Rural Residential (p)	25,000																-

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186 Attachment 1
Township of Wyckoff
Schedule I Schedule of Dimensional Requirements (f)
Amended 10-7-1908 by Ord. No.830;18-1996 by Ord. No.981;6-20-1989 by Ord. No.1070;10-6-1992 by Ord. No.1146;1-17-2006 by Ord. No.1519;2-18-2014 by Ord. No.1727;2-20-2018 by Ord. No.1848;9-2023 by Ord. No.

NOTES:
The dimensional requirements in the RC-25 Zone are the same as for the RA-25 Zone, except that for cluster development, the requirements are the same for the R-15 Zone. In connection with the B-4 Zone, see § 186-10.
(b) Exclusive of farm buildings.
(c) One hundred fifty feet adjacent to any residential zone.
(d) One hundred feet adjacent to any residential zone.
(e) Except offices permitted on a second story, provided that the total height of the building does not exceed 40 feet.
(f) In addition to the limitation on building coverage, a minimum of 20% of the total lot area shall be devoted to landscaped open space, excluding interior pedestrian malls.
(g) Accessory buildings not permitted in the B-5 Zone.

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#1998

**AN ORDINANCE PROVIDING FOR THE SITE LEASE FOR THE
OPERATION OF WIRELESS COMMUNICATION ANTENNAS
AND RELATED FACILITIES AT 340 FRANKLIN AVENUE, (1
SCOTT PLAZA) WYCKOFF, NJ TO DISH WIRELESS, LLC**

WHEREAS, the Township of Wyckoff wishes to lease space at the Sports Lighting Tower located at 340 Franklin Avenue, (1 Scott Plaza), Wyckoff, New Jersey for the operation of wireless communication antennas, equipment and related facilities; and

WHEREAS, in accordance with the provisions of N.J.S.A. 40A:12-14(a) the Township advertised for sealed bids for the lease of the aforementioned space; and

WHEREAS, as a result of the advertisement for bids the Township received one (1) sealed proposal from the following telecommunication company:

DISH Wireless, LLC
3 ADP Boulevard
Roseland, New Jersey 07068

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Wyckoff in the County of Essex, State of New Jersey, as follows:

SECTION 1. In accordance with the provisions of N.J.S.A. 40A:12-14(a), the Township of Wyckoff shall lease space at the Sports Lighting Tower located at 340 Franklin Avenue, (1 Scott Plaza), Wyckoff, New Jersey to DISH Wireless, LLC for a term of five (5) years commencing the first day of the month following the commencement of the bidder's installation known as the "Commencement Date". The specifications prepared for the bid are incorporated herein by reference and are made a part of the Lease Agreement.

SECTION 2. The rent to be paid by DISH Wireless, LLC for the first five (5) year term shall be \$32,000 per year. Every year, on the anniversary of the commencement date, there shall be a yearly increase in rent of 3.0%.

SECTION 3. The Mayor and Municipal Clerk are hereby authorized to execute any and all documents for the lease of the space to DISH Wireless, LLC.

SECTION 4. If any section, sub-section, paragraph, sentence, or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

SECTION 5. All ordinances or parts of ordinances which are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 6. This ordinance shall take effect after final passage and publication as prescribed by law.

III Motions

- a. Approve Grace United Methodist Church request to post temporary signs to promote their annual Christmas Cookie Walk from November 29th through December 9th. The Cookie Walk will be held on Saturday, December 9, 2023 at Grace Church, 555 Russell Avenue.

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b. Approve Christian Health request to post a 6' x 9' temporary sign at their Christian Health Way main entrance facing Sicomac Avenue to promote the Christmas sale at the gift shop for the ten-day period from November 10 to November 20, 2023.

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: BOONSTRA SECOND MELCHIONNE
BOONSTRA YES FISHER YES MELCHIONNE YES
SHANLEY YES MADIGAN YES

With an affirmative vote, the motion is approved.

Ordinances – Public Hearing / Further Consideration:

Mayor Madigan, I have an Ordinance for Public Hearing / Further Consideration on tonight's agenda. It is **ORDINANCE #1997** which is:

**AN ORDINANCE TO PROVIDE A CERTAIN CAPITAL IMPROVEMENT
IN THE TOWNSHIP OF WYCKOFF AND TO PROVIDE FOR THE
RECEIPT, ACCEPTANCE AND DEPOSIT OF GRANT FUNDS
THEREFORE, AND TO AUTHORIZE APPROPRIATIONS OF \$248,240.**

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.

CHAIRPERSON: This is the time and place for the Public Hearing on Ordinance #1997, and all persons who wish to be heard, please state your name before making your statement. If you wish to make a comment, please step forward to the microphone.

There being no one stepping forward after several minutes had passed,
Mayor Madigan 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 #1997 be closed.

COMMITTEE PERSON BOONSTRA : Seconded

ROLL CALL VOTE

BOONSTRA YES FISHER YES MELCHIONNE YES
SHANLEY YES MADIGAN 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 #1997, 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 Ordinance #1997 on second reading by title only.

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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:

Christian Health		
Applicant/Business Name		
301 Sicomac Avenue, Wyckoff, NJ		Block/Lot
Business Address		
201-848-5888	Douglas A. Struyk	
Business Telephone	Contact/Applicant Name	
201-848-5888	dstruyk@ChristianHealthNJ.org	
Contact Telephone	Contact e-mail	

Friday, November 17, 2023 & Saturday, November 18, 2023 Two days, 10 am – 4 pm

Date of Event

Duration of Event (Days and/or hours)

APPLICANT SIGNATURE

REQUIRED INFORMATION:

(Please check those which apply)

☒ **Temporary Signage:** Attach detailed drawing including dimensions; location of temporary sign and dates requested. Sign to be posted 10 feet back from the intersection of Sicomac Avenue and Christian Health Way (private entry road opposite Cedar Hill Avenue) beginning Friday, November 10 and removed on Monday, November 20, 2022 – rendering attached

(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.

☐ **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

10/24 Approved: ☒ Denied: ☐

Review by Police Traffic Safety Officer

10/23 Approved: ☒ Denied: ☐

Permission obtained from Township Committee:

Approved: ☒ Denied: ☐

Nancy A. Brown, Municipal Clerk

Date: 11-9-23

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301 Sicomac Avenue
Wyckoff, New Jersey 07481
(201) 848-5200
ChristianHealthNJ.org

October 20, 2023

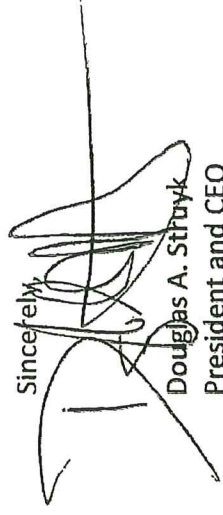
Ms. Nancy Brown, Clerk
Township of Wyckoff
Memorial Scott Plaza
Wyckoff NJ 07481

Dear Ms. Brown:

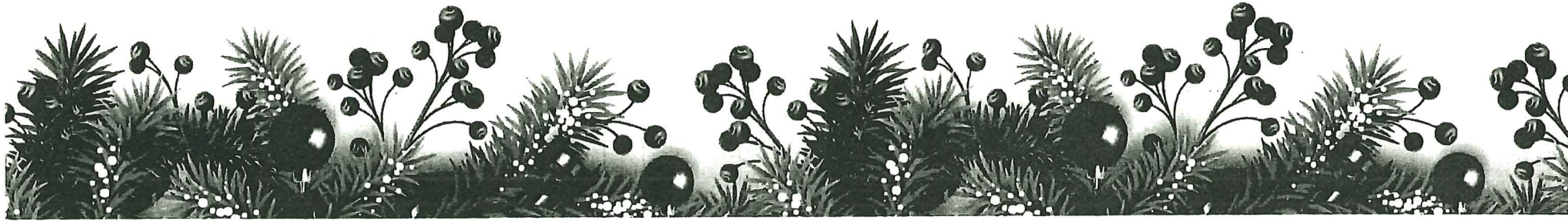
We submit herewith the required form and accompanying rendering to request permission to place a temporary sign on our property from Friday, November 10, 2023 through Monday, November 20, 2023. The request is for placement of this sign at our Christian Health Way (private road) main entrance facing Sicomac Avenue (at the Cedar Hill Avenue intersection). If approved, it will be set back ten (10) feet from the roadway to ensure that the line of sight for both vehicles and pedestrians is clear.

Please let me know if you need any further information. I am available at (201) 848-5888 or dstruyk@ChristianHealthNJ.org at your convenience.

As always, thank you for your kind assistance.

Sincerely,

Douglas A. Struyk
President and CEO

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
THURSDAY, NOVEMBER 9, 2023



Christmas Sale

de Snoep Winkel Gift Shop
at The Commons

Friday and Saturday
November 18 and 19
10 a.m. to 4 p.m.

Christian Health 

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
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COMMITTEE PERSON BOONSTRA : Seconded.

ROLL CALL VOTE

BOONSTRA YES FISHER YES MELCHIONNE YES
SHANLEY YES MADIGAN YES

With an affirmative vote, the motion is approved.

Meeting was adjourned at 8:12pm

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

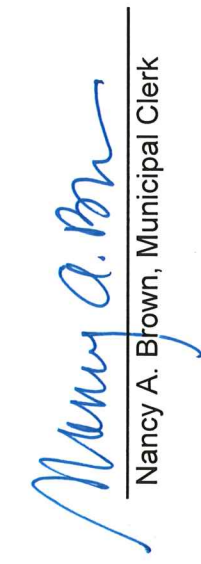
MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA ABSENT FISHER ABSENT MELCHIONNE YES
SHANLEY YES MADIGAN YES

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 Thomas J. Madigan



Nancy A. Brown, Municipal Clerk