

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, AUGUST 15, 2023

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE BUSINESS MEETING
MUNICIPAL COURT ROOM
TUESDAY, AUGUST 15, 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
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 ABSENT FISHER ABSENT 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 MELCHIONNE
BOONSTRA ABSENT FISHER ABSENT MELCHIONNE YES
SHANLEY YES MADIGAN YES

Request motion to close the Public Comment Period:

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

7. Approval of the July 18, 2023 Work Session & Business meeting
minutes:

MOTION: SHANLEY SECOND MELCHIONNE
BOONSTRA ABSENT FISHER ABSENT 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):

- | | |
|---------|--|
| #23-231 | Road Closures for NETF Charity 5K, September 23, 2023 |
| #23-232 | Close Various Aged, Unidentifiable, Unnamed, Unclaimed Escrow Deposits |
| #23-233 | Chapter 159 – 2023 Sustainable Jersey Program |

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- | | |
|---------|---|
| #23-234 | Chapter 159 – 2023 Spotted Lantern Fly Reimbursement Program |
| #23-235 | Authorizing the Sale of Personal Property not Needed for Public Use Via the Online Auction Website – Muncibid |
| #23-236 | Release Maintenance Cash Surety – 726 Wyckoff Avenue |
| #23-237 | Release Maintenance Cash Surety – 519 Terhune Terrace |
| #23-238 | 2022 Audit General Comments & Recommendations |
| #23-239 | Authorization of Vouchers & Payment of Bills |
| #23-240 | Return of Certain Overpaid Taxes, Fees, etc. |
| #23-241 | Appointment of School Crossing Guards |
| #23-242 | Awarding Contract to Seagrave Fire Apparatus for the Purchase of One New Seagrave Custom 95' Aerialscope for Fire Company No. 1 |
| #23-243 | SLEO III Agreement – St. Elizabeth's School |
| #23-244 | Liquor License Transfer #0270-44-044-005 |
| #23-245 | Authorize Sewer Developer's Agreement - TSSP, LLC |
| #23-246 | Release Closed Session Minutes |
| #23-247 | Authorize First Responder Fireworks Fundraiser |
| #23-248 | Authorize Municipal Public Information for Fireworks Fundraiser |

II Ordinances – Introduction

ORDINANCE #1991

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 \$125,000

ORDINANCE #1992

AN ORDINANCE TO DELETE CHAPTER 54 (POLICE DEPARTMENT), ARTICLE I (ESTABLISHMENT AND ORGANIZATION), SECTION 54-6.7 (MARSHALS), AND TO AMEND AND SUPPLEMENT ARTICLE VI (SPECIAL LAW ENFORCEMENT OFFICERS) OF THE CODE OF THE TOWNSHIP OF WYCKOFF

ORDINANCE #1993

AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 183 (WATER EMERGENCIES) OF THE CODE OF THE TOWNSHIP OF WYCKOFF BY DELETING AND REPLACING IT IN ITS ENTIRETY WITH A NEW CHAPTER 183

ORDINANCE #1994

AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 54 (POLICE DEPARTMENT), ARTICLE I (ESTABLISHMENT AND ORGANIZATION), SECTION 54-3.3 (QUALIFICATIONS FOR MEMBERSHIP) OF THE CODE OF THE TOWNSHIP OF WYCKOFF

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III Motions

- A. Memorialize decision to permit temporary lawn signs from August 5th to August 15th, 2023 promoting the Wyckoff Education Foundation's Color Run Fundraiser to benefit Wyckoff schools.
- B. Authorize additional Dueling Piano night in Blue Moon's outdoor dining area on Wednesday, August 30th in celebration of the Super Moon/Blue Moon.
- C. Authorize The Barn to hold a live music night (single musician) from 5:00-8:30 pm on Tuesday, September 19, 2023.
- D. Approve and memorialize the application of Nicholas Canova as a firefighter with Fire Company #2.

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: MELCHIONNE SECOND SHANLEY
BOONSTRA ABSENT FISHER ABSENT 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 #1989** which is

**AN ORDINANCE AMENDING SALARY ORDINANCE #1982 AND
FIXING THE RATE OF COMPENSATION OF CERTAIN TOWN HALL
EMPLOYEES OF THE TOWNSHIP OF WYCKOFF**

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

CHAIRPERSON: This is the time and place for the Public Hearing on Ordinance #1989, 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 #1989 be closed.

COMMITTEE PERSON MELCHIONNE: Seconded

ROLL CALL VOTE

BOONSTRA ABSENT FISHER ABSENT MELCHIONNE YES
SHANLEY YES MADIGAN YES

MUNICIPAL CLERK: BE IT RESOLVED, by the Township Committee of the Township of Wyckoff that Ordinance #1989, 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

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Ordinance in the official newspaper for the Township as provided by law.

COMMITTEE PERSON SHANLEY : I move Ordinance #1989 on second reading by title only.

COMMITTEE PERSON MELCHIONNE : Seconded.

ROLL CALL VOTE

BOONSTRA ABSENT FISHER ABSENT MELCHIONNE YES
SHANLEY YES MADIGAN YES

I have a second Ordinance for Public Hearing / Further Consideration on tonight's agenda. It is **ORDINANCE #1990** 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 \$25,000

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 #1990, 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 #1990 be closed.

COMMITTEE PERSON MELCHIONNE : Seconded

ROLL CALL VOTE

BOONSTRA ABSENT FISHER ABSENT MELCHIONNE YES
SHANLEY YES MADIGAN YES

MUNICIPAL CLERK: BE IT RESOLVED, by the Township Committee of the Township of Wyckoff that Ordinance #1990, 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 #1990 on second reading by title only.

COMMITTEE PERSON MELCHIONNE : Seconded.

ROLL CALL VOTE

BOONSTRA ABSENT FISHER ABSENT MELCHIONNE YES
SHANLEY YES MADIGAN YES

10. Adjourn

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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

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

FORMAL ACTION MAY BE TAKEN DURING THIS MEETING

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE OPEN WORK SESSION MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, AUGUST 15, 2023 – 7:00 P.M.**

OPEN PUBLIC MEETINGS ACT

PLEASE TAKE NOTICE, that in accordance with the Open Public Meetings Act N.J.S.A. 10:4-6 et seq., the Township Committee of the Township of Wyckoff shall conduct its 7:00 pm, Tuesday, August 15, 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, August 11, 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, August 11, 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 August 15, 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 Peter J. Melchionne and Timothy E. Shanley

Also Present: Township Administrator Matthew A. Cavallo, Municipal Clerk

Nancy A. Brown and Acting Township Attorney Ari Bernstein

Absent: Township Committeemen Rudolf E. Boonstra and Scott A. Fisher

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

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

Fred Litt, 416A Bromley Place came forward to address the Township Committee.

"I have a prepared statement that I've also shared with the Spring Meadow Condo Association Board of Trustees. I'm speaking on behalf of all of us.

In my visit with you last month, I introduced Spring Meadow Condominium Association as a community of over 150 active, vibrant, well-educated, and financially independent seniors who want to take full advantage of all aspects of life in Wyckoff. We have a median age of a little over 70. Our active residents walk daily for exercise. Some walk loops around our complex. Many walk dogs and are physically active. We walk to the restaurants. We walk in groups. Some, despite the "no crossing sign" race across Wyckoff Avenue to grocery shop and to eat at Boulder Run. (That's me.) To our senior walkers, Wyckoff Avenue is a dangerous obstacle.

In 1980, when Spring Meadow was approved by the Wyckoff Planning Board, it was celebrated as Wyckoff's first senior residential development. I've reviewed the original Spring Meadow site plans and Planning Board resolution from 1980. There was no mention of pedestrian safety.

I've spoken with at least two Bergen County traffic engineers, Eugene Murphy, and Jason Alex. They're happy to work with the Township should any request be made. I reviewed the 2020 Wyckoff Township Master Plan reexamination. On page 24 of this document, in the section titled, Recreation and Open Space Goals, recommendation number seven states: Create pedestrian/bicycle

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connection between the land parcels and streets so that walkers and cyclists can avoid having to go to the main roads to get to their destination.

The senior residents of Spring Meadow agree with this goal of the Master Plan and Recreation Plan. Our residents contribute approximately \$1 million annually in real estate taxes. We don't need schools or sports fields. Crime is not an issue. We're extremely self-sufficient.

However, Spring Meadow does need a safe and reasonable pedestrian pathway from our community to Wyckoff at large. My research tells me the process begins here with the Township Committee. My guess is that we probably need a sidewalk between 300 and 400 feet to connect our entrance to the nearest intersection, probably at Greenwood Avenue.

The senior residents of Spring Meadow Condominium Association have one request for the Township Committee. Please work with us to bring a safe and reasonable pedestrian pathway to connect our community to all that Wyckoff has to offer. Do you have any feedback or comments? I would love to bring them back to my neighbors and my association."

Mayor Madigan:

"The only feedback I have is that we have taken this matter to the Police Committee meeting. I, Mr. Boonstra, and Mr. Cavallo, our Administrator, all serve on the Police Committee. We're at the early stage of researching the background of all the past requests to do what you have now requested again. As we said before, I think what a lot of people like to do is walk right over to Shop Rite. Which is directly across the street. It's so convenient.

The Police Chief has spoken to Sgt. Zivkovich, our Traffic Safety Officer, but Brian has not prepared a response at this time."

Fred Litt:

"Mr. Mayor, respectfully, I've been looking for research done on that roadway. That's what I spoke to the traffic engineers about. I find none. The Traffic Engineers said, "Go back to your Township Committee. You need a sidewalk. Once you get a sidewalk, we can talk crosswalks." So, this really begins with a discussion between my community and the Township Committee as to what is practical."

Mayor Madigan:

"What I'd like to do is suggest that we start again."

Fred Litt:

"And how do we do that? What do I do?"

Mayor Madigan:

"That's kind of what I said. I thought I said that. The matter is with the Police Committee right now, and we'll have further discussions and correspondence. As far as what we've found what we're going to do. I saw a piece of correspondence, I believe it's from 1996, and maybe you don't have a copy of that. But that's part of the subcommittee's work with the Police Department. We need to have all these parties on the same page."

Fred Litt:

"Okay. I just want to make sure I understand. So, you're reviewing it?"

Mayor Madigan:

"Yes. First the Police Committee and then they bring the information to the rest of the Township Committee. The ball is in our court.

"Now, this doesn't preclude you from reaching out to Bergen County directly."

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Fred Litt:

"I reached out. I spoke to the Traffic Engineers. They said I should come to the Township Committee. So that's what I have done. I don't know where to go from there. I will await your research."

Mayor Madigan:

"And again, as I said last time, we invite you to come and talk to us."

Fred Litt:

"I realize that's how decisions are made. I just don't want to hear, 'Sorry, nothing can be done.' And find out we were excluded from the discussion. I just want to make sure that my community and the township are working together in lockstep with common goals, and we have total transparency, and we know what's going on. If it works, it works. If it doesn't work, we understand, but that's really my agenda here."

Mayor Madigan:

"We're happy to assist in any way. Forget what happened five, six years ago, or even for the last 15 years. We were told, 'You can't build a sidewalk right up against the water.' We're going to start again."

Fred Litt:

"Let me ask you just one question. Is there something that our community can be doing that we're not doing?"

Mayor Madigan:

"No. You were here a month ago. I've already told you that the Police Committee already met but we didn't give it a timeline. I think 60 to 90 days to come back and have a full scope would be reasonable."

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

Fireworks Donations presented by Lakeland Bank & Inserra Shop Rite.

Mayor Madigan:

"It is good to have Tom Shara and Guiseppe Casio from Lakeland Bank here tonight. We also have Larry Inserra from Shop Rite with us.

Up here we have the Fireworks Committee, Tim Shanley and Pete Melchionne. We also have our Fire Chief Joe Vander Plaats in the back of the room with Company #2 Chief EJ Lawler. From Company #3, we have the President and the Vice President, Dennis Boyer.

With that, I'm going to turn it over to the Fireworks Committee for a little bit of discussion and enthusiasm. I am looking forward to this event on September 23rd.

Timothy Shanley:

"I just want to thank Giuseppe Casio and Larry Inserra for their donations to make this year's fireworks event a success. Thank you."

Peter Melchionne:

"I'd just like to echo those comments and want to thank Lakeland Bank and Shop Rite for your gracious donations once again. These donations go towards our Volunteer Fire Department and Volunteer Ambulance Corps as well as to our Police Department here in town. Our first responders greatly appreciate your generosity. Thank you!"

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(Then they stepped off the dais to take photos.)

Guiseppe Casio – Lakeland Bank:

“The fireworks event is a tradition here in Wyckoff. A few years ago, we heard the fireworks were going to be canceled. Tom Shara, who is here with me, and who is the CEO of Lakeland Bank, he called me right away and said that we need to make sure that we do something. Lakeland Bank was on board to save the fireworks tradition. It very happened quickly.”

Larry Inseira:

“Everybody loves the fireworks and it's a great way for you guys to raise money for the first responders. It's a wonderful event. Everybody is happy and supportive. It's a beautiful night. We'd like to keep doing it.”

Chief Joseph Vander Plaats:

“Thank you very much. Thank you so much for your donation and your support, not only for the fireworks but for everything else you do throughout the year for our community. It doesn't go unnoticed and we thank you for your continued support.”

Administrator's Report:

1. Earlier this year, the Township was awarded a Flexi Pave contract for the construction of a pathway at the Russell Farms Community Park. There is approximately \$20,000 remaining from this grant. The Township has identified several additional pathways around the playground area requiring maintenance. Unfortunately, this amount (\$20,000) exceeds a change order resolution therefore, the town will go out to bid a second time in an attempt to utilize the remaining \$20,000. Once this grant is closed and the project complete, the Township can move forward on the next project.
2. There is also a bid out for building materials to construct a pole barn located to the rear of police headquarters to be utilized by the police department and field maintenance. Construction should begin around September 11th.
3. Last week, the Township went out to bid for an additional cell carrier on the sports lighting pole at Memorial Field.
4. The Administrator and Committeeman Boonstra attended the Ground Breaking Ceremony for the Ravine Water Treatment Facility for Ridgewood Water on Goffle Road. This is the first of two (2) additional water treatment facilities to be constructed in Wyckoff.
5. The road resurfacing project was to have begun by now however, the contractor now expects to begin the project on Wednesday, August 23, 2023. The Administrator opined to the contractor that this was not acceptable pursuant to the bid contract. The paving project is now predicted to be completed when school is in session. Mayor Madigan asked the Administrator what impact the paving delay will have when schools are open. Mr. Cavallo responded that the paving project is expected to be completed on September 13th barring any weather events. Mr. Cavallo will meet with the contractor to discuss and advise of the damages the town may incur during this project delay and request any roads to be paved near the schools to be completed first.

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6. The Police Committee has received a recommendation from the Police Chief today with a list of six (6) police officers that he is recommending be hired as Special Law Enforcement Officers (SLEO III's). These officers will be officially sworn in at the Township Committee Meeting on Tuesday, September 5th. Committeeman Shanley asked, with regard to Ordinance #1994, if this comes with the full recommendation of the Police Chief. Mr. Cavallo replied that both Ordinance #1992 and Ordinance #1994 have both been recommended by the Police Chief and have been signed off by Labor Counsel.
7. Mr. Cavallo thanked the Finance Department and all the department heads for their assistance with another successful audit.

Township Attorney Report:

1. This past month, Mr. Bernstein has worked on a number of agreements including the finalized Developer's Agreement for the sewer extension on Sicomac Avenue.
2. After much "back and forth" with counsel for the Archdiocese of Newark, Mr. Bernstein is moving forward to finalize the agreement with St. Elizabeth's School for the implementation of the SLEO III's. This agreement is listed on this evening's business agenda.

Township Committee Reports:

Timothy Shanley:

1. The Ramapo/Indian Hills Board of Education met twice recently to discuss services for mental health. The second meeting approved the recommendations presented by the Administrator after various parents provided comments in this regard.
2. The Recreation Advisory Board Meeting was cancelled on Monday, August 14, 2023. However, Mr. Shanley advised that the football teams and cheerleading squads have begun practice this week.
3. The Board of Adjustment will meet on Thursday, August 17, 2023.
4. Mr. Shanley provided an update regarding the Franklin Lakes zoning ordinance amendment. The Franklin Lakes Zoning Board was expected to approve the ordinance amendment on the Scripps property this evening however, that item has been postponed until September.

Peter Melchionne:

1. Mr. Melchionne reported that the Wyckoff Volunteer Fire Department has received 409 calls year to date.
2. The Township Committee and the Ladder Truck Committee have awarded a contract for the purchase of a new ladder truck. Mr. Melchionne thanked Fire Chief Vander Plaats, Assistant Chief Joe Alvarez, Battalion Chief Tim Murray and the Truck Committee for their tenacious research work with the truck specifications. Every detail was thoroughly examined. Mr. Melchionne praised the Wyckoff Volunteer Fire Department as not only the greatest fire department in Bergen County,

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but the entire state. Truck delivery is expected in approximately 920 days.

3. Mr. Melchionne welcomed Nicholas Canova to Fire Co. #2. He will be sworn in this evening at the Business Meeting.

Mayor Thomas Madigan:

1. Mayor Madigan advised that this evening the Township Committee will consider to approve the Annual Audit for 2023. Special thanks to Diana, Fran, Matt and the Finance Committee for their diligent work with the audit.
2. Once again, Mayor Madigan sincerely thanked Mr. Inserra from Shop Rite and Mr. Shara and Mr. Casio from Lakeland Bank for their very generous donations for the Annual Fireworks Display. These donations will also support the Wyckoff Volunteer Fire Department, the Wyckoff Police Department and the Wyckoff Ambulance Corps.
3. Mayor Madigan reminded everyone that Wyckoff Schools will open on Thursday, September 7th. Therefore, please exercise caution on the roads and crosswalks when school is in session.
4. The Special Law Enforcement Officers (SLEO III's) will be officially sworn in at the next business meeting on Tuesday, September 5, 2023.

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

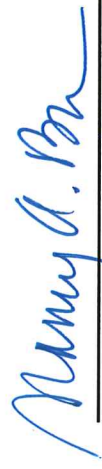
MOTION: MELCHIONNE SECOND SHANLEY
BOONSTRA ABSENT FISHER ABSENT MELCHIONNE YES
SHANLEY YES MADIGAN YES

With an affirmative vote, the motion is approved.

Adjourn the Open Work Session Meeting at 7:33 p.m.



Thomas J. Madigan
Mayor



Nancy A. Brown
Municipal Clerk

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TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, AUGUST 15, 2023**

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, Saint Elizabeth Church.

RE: Township Committee Meeting of Tuesday, August 15, 2023, 7:00 p.m. Work Session and 8:00 p.m. Business Meetings will be livestreamed, and public comments will be available telephonically.

PLEASE TAKE NOTICE, that in accordance with the Open Public Meetings Act N.J.S.A. 10:4-6 et seq., the Township Committee of the Township of Wyckoff shall conduct its 7:00 pm, Tuesday, August 15, 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.

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

NOTICE TO PUBLIC

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

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

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, AUGUST 15, 2023

Attendance

Township Committee Present: Mayor Thomas J. Madigan; Committee Present: Rudolf E. Boonstra and Timothy E. Shanley.

Township Committee Absent: Scott A. Fisher and Peter J. Melchionne

Staff Present: Township Administrator Matthew A. Cavallo, Municipal Clerk Nancy Brown and Acting Township Attorney Ari G. Bernstein.

Meeting Open for Public Comment

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

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

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

With an affirmative vote, the motion is approved.

Approval of the July 18, 2023 Work Session & Business meeting minutes:

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

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

I Resolutions (Adoption of the following):

#23-231 Road Closures for NETF Charity 5K, September 23, 2023

WHEREAS, public charity “Never End the Fight” whose mission is to educate and raise awareness about the connection between mental illness and opioid addiction and to eliminate the stigmas associated with both diseases will conduct its Annual 5K Run on Saturday, September 23, 2023 to spread awareness at athletic events and presentations; and,

WHEREAS, the Wyckoff Police Department has recommended road closures of the following roads to allow this event to be performed safely for motorists and pedestrians during the hours of 8:00 a.m. to 1:00 p.m.:

Calvin Court
James Way
Meer Avenue
George Place
Victor Way

Cedar Hill Avenue
Paine Road
Ellis Place
Florence Avenue
Barbara Avenue

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey that they approve the road closure as recommended by the Wyckoff Police Department to allow the public charity –“Never End the Fight” to conduct its Annual 5K Run.

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BE IT FURTHER RESOLVED, that the Municipal Clerk shall provide a certified copy of this resolution to the Police Chief, the Traffic Safety Officer and Department of Public Works Manager.

#23-232 Close Various Aged, Unidentifiable, Unnamed, Unclaimed Escrow Deposits

WHEREAS, there remains an open 2000 Regional Contribution Agreement Trust Escrow balance totaling \$29,895.48, and

WHEREAS, this escrow account is aged and these agreements have been completed and closed, and

WHEREAS, as the CFO and the Township Auditor have reviewed and determined that this account has been completed and closed out and the balance deposited to the municipality, and

NOW THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, that the Chief Financial Officer is instructed to close this Trust Escrow for Regional Contribution Agreements account # T-12-56-810-670 and return balance to the Township, and

BE IT FURTHER RESOLVED THAT, should an entity present complete, verifiable documentation and can substantiate the validity of the monies for refund, said refund will be made from the Townships general fund.

#23-233 Chapter 159 – 2023 Sustainable Jersey Program

WHEREAS, NJSA 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item have been made available by law and the amount was not determined at the time of the adoption of the budget; and,

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Wyckoff, County of Bergen, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$2,000.00 which is now available from the 2023 Sustainable Jersey Program; and,

BE IT FURTHER RESOLVED, that the like sum of \$2,000.00 is hereby appropriated under the caption 2023 Clean Communities; and,

BE IT FURTHER RESOLVED, that the above is the result of funds from the 2023 Sustainable Jersey Program in the amount of \$2,000.00.

#23-234 Chapter 159 – 2023 Spotted Lantern Fly Reimbursement Program

WHEREAS, NJSA 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item have been made available by law and the amount was not determined at the time of the adoption of the budget; and,

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
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NOW, THEREFORE, BE IT RESOLVED, that the Township of Wyckoff, County of Bergen, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$15,000.00 which is now available from the 2023 Spotted Lantern Fly Reimbursement Program; and,

BE IT FURTHER RESOLVED, that the like sum of \$15,000.00 is hereby appropriated under the caption 2023 Spotted Lantern Fly Reimbursement Program; and,

BE IT FURTHER RESOLVED, that the above is the result of funds from the 2023 Spotted Lantern Fly Reimbursement Program in the amount of \$15,000.00.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, AUGUST 15, 2023



State of New Jersey

DEPARTMENT OF AGRICULTURE
PO Box 330
TRENTON NJ 08625-0330

PHILIP D. MURPHY
Governor
SHEILA Y. OLIVER
Lt. Governor

JOSEPH ATCHISON III
Assistant Secretary

July 2023

RE: County and Municipal Spotted Lanternfly (SLF) Reimbursement Program

Municipal officials:

This is to confirm that your governmental agency application for the has been accepted and approved for the 2023 Spotted Lanternfly Reimbursement program. Previously my staff has sent back the fully signed application to you for your records. A total of \$50,000 and \$15,000 has been encumbered to reimburse expenses accrued for this insects control in your county or municipality.

Remember to submit your invoices and receipts, the Block and Lots where treatment has occurred and number of trees treated for our records. Reimbursements will be processed and sent back to you on a monthly basis. Any questions feel free to contact my office at 609-406-6939.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joe W. Zoltowski".

Joseph W. Zoltowski
Director, Division
of Plant Industry

TOWNSHIP OF WYCKOFF
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**ADDITIONAL TERMS AND CONDITIONS
TO MEET FEDERAL REQUIREMENTS**

The undersigned individual represents that he/she is authorized to sign this Agreement on behalf of the named-below County or Municipality (hereinafter "GRANTEE") receiving Spotted Lanternfly Chemical Treatment Grant funds ("Grant Funds") from the New Jersey Department of Agriculture ("NJDA"). Further, by his/her signature below, the undersigned indicates that, in addition to the terms, conditions and requirements set forth in the Application form submitted by GRANTEE to request Grant Funds, and in consideration for receiving Grant Funds from NJDA, said GRANTEE agrees to comply with the provisions of the following statutes, rules, and regulations in connection with its receipt and expenditure of the Grant Funds being provided to GRANTEE by NJDA under the American Rescue Plan Act – Coronavirus State Fiscal Recovery Fund:

A. Federal regulations applicable include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as U.S. Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by U.S. Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. See <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and U.S. Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.

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8. Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (January 20, 2021).
9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
10. Generally applicable federal environmental laws and regulations.

B. Statutes and regulations prohibiting discrimination applicable include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. The following language is hereby included in every contract or agreement subject to Title VI and its regulations between the NJDA and the GRANTEE and the following language must be included in every contract or agreement subject to Title VI and its regulations between GRANTEE and its contractors, subcontractors, successors, transferees and assignees:

The grantee, contractor, subcontractor, successor, transferee, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and

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services provided or made available by state and local governments or instrumentalities or agencies thereto.

C. Federal Labor Standards

1. The Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;
2. The Federal Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
3. The Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR 3), which requires payment of wages once a week and allows only permissible payroll deductions.

D. Other State and federal laws applicable include, but are not limited to, the following:

1. The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.), establishing a prevailing wage level for workers engaged in public works.
2. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
3. State of New Jersey Executive Order No. 215 (Kean 1989), requiring environmental assessments or environmental impact statements to the extent applicable for major construction projects.
4. (a) In accordance with 41 U.S.C. § 4712, GRANTEE may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(b) The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A NJDA employee responsible for contract or grant oversight or management;
 - e. An authorized official of the U.S. Department of Justice or other law enforcement agency;

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- f. A court or grand jury; or
 - g. A management official or other employee of the New Jersey Department of Community Affairs ("DCA"), contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- (c) GRANTEE shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 5. Contracting with Small, Minority-owned, Women-owned and Veteran-owned Businesses, and Labor Surplus Area Firms.
 - (a) GRANTEE shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, woman-owned, and veteran-owned businesses, and labor surplus area firms. As used in this contract, the terms "minority-owned business," "women-owned business," and "veteran-owned business" means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women or veterans. For purposes of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. GRANTEE may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.
 - (b) Affirmative steps shall include:
 - a. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
 - b. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources for goods and/or services required in furtherance of the Agreement;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses;
 - e. Using the service and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.
- 6. All state and federal laws and regulations concerning the procurement of goods and services by a county or municipality.

E. Increasing Seat Belt Use in the United States.

- 1. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), GRANTEE should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

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F. Reducing Text Messaging When Driving

1. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), GRANTEE should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and GRANTEE should establish workplace safety policies to decrease accidents caused by distracted drivers.

G. Personally Identifiable Information

1. To the extent GRANTEE receives personally identifiable information, it will comply with the Privacy Act of 1974 and U.S. Treasury rules and regulations related to the protection of personally identifiable information. The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. See 2 CFR 200.79. Subrecipients shall require all persons that have access to personally identifiable information (including subcontractors/subconsultants and their employees) to sign a Non-Disclosure Agreement.

H. Conflicts of Interest.

1. GRANTEE must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded with CSFRF Funds.
2. GRANTEE must disclose in writing to U.S. Treasury or DCA, as appropriate, any potential conflict of interest affecting the CSFRF Funds in accordance with 2 C.F.R. § 200.112.

I. American Rescue Plan Act

1. Sections 602 and 603 of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).
2. Implementing regulations adopted by U.S. Treasury pursuant to Section 602(f) of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).

J. Records to be Provided on Request

Upon request, GRANTEE will provide NJDA with all necessary documents and records to demonstrate compliance with the above terms, conditions and assurances.

Agreed to this 24 day of July, 2023

TOWNSHIP OF WYCKOFF
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GRANTEE

BY:

Matthew Cavallo

Name: Matthew Cavallo

Title: Administrator

Authorized to sign on behalf of and to contractually bind

County/Municipality: Township of Wyckoff

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**#23-235 Authorizing the Sale of Personal Property not Needed for
Public Use Via the Online Auction Website – Municibid**

WHEREAS, the Local Public Contracts Law at N.J.S.A. 40A:11-36 provides that any contracting unit by resolution of its governing body may authorize by sealed bid or public auction the sale of its personal property not needed for public use; and,

WHEREAS, the Local Unit Electronic Technology Pilot Program and Study Act (P.L. 2001, c.30) authorizes the sale of surplus personal property not needed for public use through the use of an online auction service; and,

WHEREAS, the Township has determined that the property described below is no longer needed for public use:

- 1988 AMG M99 Wagon (VIN: 021802)
- 60 KW Diesel Generator (Model MEP-816A, Serial # FZ 95037)

WHEREAS, the Township intends to utilize the online auction services of Municibid, 395 Circle of Progress Drive, Suite D, Pottstown, Pennsylvania 19464, located online at <https://www.municibid.com>; and,

WHEREAS, Municibid is a registered and approved provider of online auction services for the sale of surplus personal property with the Division of Local Government Services ("Division"); and,

WHEREAS, the sale is being conducted pursuant to the Division's Local Finance Notice 2008-9.

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 Township is hereby authorized to sell the surplus personal property as indicated below on the Municibid online auction website at <https://www.municibid.com>; and,

BE IT FURTHER RESOLVED that a certified copy of the within resolution shall be sent to the Division of Local Government Services.

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#23-236 Release Maintenance Cash Surety – 726 Wyckoff Avenue

WHEREAS, Mr. Steven Lonagan, President, American Prestige Homes, LLC, 158 Krone Place, Hackensack, New Jersey has requested the release of the \$750.00 being held as Maintenance Guarantee; and

WHEREAS, the Township's Engineer, Mr. Mark Di Gennaro, in an email dated July 18, 2023 states that the remaining \$750 which served as a Two (2) Year Maintenance Guarantee is approved to be released; and

WHEREAS, Mr. Steven Lonagan, President, American Prestige Homes, LLC, 158 Krone Place, Hackensack, New Jersey posted the following with the Municipal Clerk on July 8, 2020 for site improvements/road opening permit:

Performance Cash Bond \$7,500.00

WHEREAS, \$6,750 of the cash surety was released via Resolution #20-335 on December 20, 2020.

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 Engineer, Mr. Mark Di Gennaro to release the remaining \$750.00 Maintenance Guarantee and close out the project.

BE IT FURTHER RESOLVED, that the Municipal Clerk will forward a copy of this resolution to the Township Engineer, Mr. Mark Di Gennaro and to Mr. Steven Lonagan, President, American Prestige Homes, LLC, 158 Krone Place, Hackensack, New Jersey 07601.

#23-237 Release Maintenance Cash Surety – 519 Terhune Terrace

WHEREAS, Ms. Jill K. Dutra, Principal of Dutra Excavating & Sewer, Inc., 10 Stone Hollow Road, Montvale, New Jersey 07645, has requested the release of a \$1,140 Maintenance Cash Surety for work performed at 519 Terhune Terrace; and

WHEREAS, the Township issued a road opening permit for a sewer connection to Ms. Jill K. Dutra, Principal of Dutra Excavating & Sewer, Inc., 10 Stone Hollow Road, Montvale, New Jersey 07645 for work to be completed at 519 Terhune Terrace on April 16, 2021; and

WHEREAS, the Township's Engineer, Mr. Mark Di Gennaro, in an email dated July 18, 2023, states that the \$1,140 now being held as Maintenance Cash Surety and the original Performance Bond #LSM1474270 are approved to be released; and

WHEREAS, Ms. Jill K. Dutra, Principal of Dutra Excavating & Sewer, Inc., 10 Stone Hollow Road, Montvale, New Jersey 07645 posted the following with the Municipal Clerk on December 5, 2020 for site improvements/road opening permit:

Performance Cash Surety \$ 1,140.00
RLI Insurance Company Permit Bond # LSM1474270 \$11,400.00

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 Engineer, Mr. Mark Di Gennaro to release the \$1,140 Maintenance Cash Surety and the Performance Bond #LSM1474270.

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BE IT FURTHER RESOLVED, that the Municipal Clerk will forward a copy of this resolution to the Township Engineer, Mr. Mark Di Gennaro and to Ms. Jill K. Dutra, Principal of Dutra Excavating & Sewer, Inc., 10 Stone Hollow Road, Montvale, New Jersey 07645

#23-238 2022 Audit General Comments & Recommendations

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transaction; and,

WHEREAS, the Annual Report of Audit for the year 2022 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and,

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34; and,

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the section of the annual audit entitled:

General Comments
Recommendations

and,

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

General Comments and
Recommendations

as evidenced by the group affidavit form of the governing body, and,

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board, and,

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and,

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 to wit:

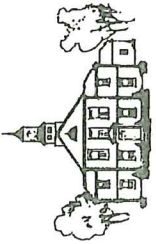
R.S. 52:27BB-52- "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refused to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE, BE IT RESOLVED, That the Township Committee of the Township of Wyckoff, hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968 and

PAGE NO.

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does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.



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TOWNSHIP OF WYCKOFF

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

State of New Jersey
County of Bergen

We, members of the governing body of the Township of Wyckoff, County of Bergen, being of full age, and being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Township Committee of the Township of Wyckoff.
2. In the performance of our duties, and pursuant to the Local Finance Board Regulation, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2022.
3. We certify that we have personally reviewed and are familiar with, at a minimum, the sections of the Annual Report of Audit entitled:

GENERAL COMMENTS
RECOMMENDATIONS

Rudolf E. Boonstra (L.S.) *Rudolf E. Boonstra*
Scott A. Fisher (L.S.) *Scott A. Fisher*
Thomas J. Madigan (L.S.) *Thomas J. Madigan*
Peter J. Melchionne (L.S.) *Peter J. Melchionne*
Timothy E. Shanley (L.S.) *Timothy E. Shanley*

Sworn to and subscribed before me this 15th day of August

Notary Public of New Jersey *Anna C. Coscia*



IMPORTANT:

This certification must be sent to the Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625

PAGE NO.

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
TUESDAY, AUGUST 15, 2023

TOWNSHIP OF WYCKOFF
BERGEN COUNTY, NEW JERSEY

PART V

GENERAL COMMENTS AND RECOMMENDATIONS
YEAR ENDED DECEMBER 31, 2022

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
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**TOWNSHIP OF WYCKOFF
GENERAL COMMENTS**

Contracts and Agreements Required to be Advertised for NJS 40A:11-4

NJS 40A:11-4 states "Every contract or agreement, for the performance of any work or the furnishing or hiring of any materials or supplies, the cost or the contract price whereof is to be paid with or out of public funds not included within the terms of Section 3 of this act, shall be made or awarded only after public advertising for bids and bidding therefore, except as is provided otherwise in this act or specifically by any other law. No work, materials or supplies shall be undertaken, acquired or furnished for a sum exceeding in the aggregate \$29,000, except by contract or agreement." As of July 1, 2011, the bidding threshold was increased to \$36,000. As of July 1, 2021, the State increased the bidding threshold to \$44,000.

If the Township's purchasing agent is qualified pursuant to subsection 3b. of Section 9 of P.L. 1971, c.198 (C.40A:11-9), the Township may establish the bid threshold up to a maximum of \$44,000. The Township's Administrator is qualified and the Township, by resolution, has increased the bid threshold to \$44,000.

The Governing Body of the Municipality has the responsibility of determining whether the expenditures in any category will exceed \$44,000 within the fiscal year. Where question arises as to whether any contract or agreement might result in violation of the statute, the Township Counsel's opinion should be sought before a commitment is made.

The minutes indicate that resolutions were adopted and advertised authorizing the awarding of contracts or agreements for "Professional Services" per NJS 40A:11-5.

Our examination of expenditures did not reveal any instances where individual payments exceeded \$44,000 "for the performance of any work or the furnishing or hiring of any materials or supplies," where bids had not been previously sought by public advertisement or where a resolution had been previously adopted under the provisions of NJS 40A:11-6.

Collection of Interest on Delinquent Taxes and Assessments

The statute provides the method for authorizing interest and the maximum rates to be charged for the non-payment of taxes or assessments on or before the date when they would become delinquent.

The governing body on January 1, 2022, adopted the following resolution authorizing the amount of interest to be charged on delinquent taxes and assessments:

WHEREAS, Chapter 435 of the Laws of 1980 allows a governing body to set interest rates on delinquent taxes at a higher level than previously permitted by law;

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Township of Wyckoff, County of Bergen, State of New Jersey, that the interest rate to be charged by the Township of Wyckoff on taxes or assessments not timely paid shall be eight (8%) percent per annum on the first \$1,500 of delinquent assessments and taxes; and eighteen (18%) percent per annum on delinquent assessments and taxes in excess of \$1,500, all to be calculated from the date the tax was payable until the date of actual payment.

A penalty of 6% to be charged to a taxpayer where there is a tax and/or other municipal charge delinquency in excess of \$10,000 at the end of the calendar year.

It appears from an examination of the collector's record that interest was collected in accordance with the foregoing resolution.

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TOWNSHIP OF WYCKOFF
GENERAL COMMENTS

Delinquent Taxes and Tax Title Liens

The tax sale for 2022 taxes and utility charges was held on November 17, 2022 and was complete.

Inspection of tax sale certificates on file revealed that all tax sale certificates were available for audit.

The following comparison is made of the number of tax title liens and assessment liens receivable on December 31, of the last three years:

<u>Year</u>	<u>Number of Liens</u>
2022	4
2021	4
2019	4

It is essential to good management that all means provided by statute be utilized to liquidate tax title liens in order to get such properties back on a tax paying basis.

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RECOMMENDATIONS

There are none.

No recommendations were reported in the prior year audit.

Should any questions arise as to our comments, please do not hesitate to contact us.

We would like to express our appreciation for the assistance and effort rendered by the Township officials and employees during the course of the examination.

Respectfully submitted,

PKF O'Connor Davies, LLP
Woodcliff Lake, New Jersey
July 21, 2023



Gary Higgins, CPA
Registered Municipal Accountant, No. 405

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#23-239 Authorization of Vouchers & Payment of Bills

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff that the action of the said Finance Committee be approved; and, that the payments of these bills are hereby authorized and the Chief Financial Officer is directed to issue checks for their payments as listed on the bill list attached to this date's meeting minutes and covered by checks no. 20842 – 20894 Payroll A/C, Direct Deposit Vouchers no. 19169 - 19321, Library Payroll check nos. 1748 - 1755, Library Direct Deposit Vouchers no. 7936 - 7987, Claims Wire nos. 230801 - 230806, Claims check nos. 090656 - 090813, AHDF - #1023 and Trs. Dog Trust - \$875.71.

#23-240 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:

BOARD OF ADJUSTMENT:

Ben Fox, 416 Flaker Drive, Wyckoff, New Jersey 07481 – Return of Escrow – Block 483/Lot 21 - \$91.43

TAX REFUND:

Michael J. Epstein, Esq., 340 W. Passaic Street, Rochelle Park, New Jersey 07662 – State Tax Court Reduction – Block 314/Lot 7 – 494 Weymouth Drive - \$22,874.88.

David M. York, Esq., Novins, York, Jaconus & Dooley, 50 Tice Boulevard, Ste. 340, Woodcliff Lake, New Jersey 07677 – State Tax Court Reduction – Block 342/Lot 1 – 476 James Way - \$6,873.75.

McCarter & English, LLP, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07101 – State Tax Court Reduction – Block 421/Lot 72.01 – 677 Charnwood Drive - \$145,812.01.

Aaron Dresher & Carley Amanda, 287 Pine Street, Wyckoff, New Jersey 07481 – Refund of Tax Overpayment – Block 205/Lot 22 - \$3,256.19

Jennifer R. Jacobus, Esq., 201 Littleton Road, 1st Floor, Morris Plains, New Jersey 07950 – State Tax Court Reduction – Block 483/Lot 49 – 140 Ravine Avenue & Block 202/Lot 6.05 – 540 Old Post Road - \$4,159.23.

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Saiber, LLC, 18 Columbia Turnpike, Ste. 200, Florham Park, New Jersey 07932
– State Tax Court Reduction – Block 429/Lot 25 – 348 Steinhauser Lane -
\$1,363.08

Douglas M. Standriff, 25 E. Spring Valley Road, Ste. 330, Maywood, New Jersey
07607 – State Tax Court Reduction – Block 391/Lot 41.01 – 541 Cedar Hill
Avenue - \$37,113.60

Michael I. Schneck, Trustee for Mario & Julie Galdi, 23 Vreeland Avenue, Ste.
270, Florham Park, New Jersey 07932 – State Tax Court Judgement – Block
377/Lot 82 – 537 Lydia Lane - \$16,333.05

#23-241 Appointment of School Crossing Guards

WHEREAS, the Chief of Police recommends the persons listed on the attached
page to be appointed school crossing guards for the period September 1, 2023 to
December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the
Township of Wyckoff that the attached list of persons be appointed as school
crossing guards for the period September 1, 2023 to December 31, 2023.

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WYCKOFF POLICE DEPARTMENT

2023: School Guard List
Rev: 01/2023

1. Robert Passerino (C):201-574-3371	Franklin & Mason	08:20-08:55 AM / 3:15-3:50 PM
2. Charles Wisloh (H): 201-493-8786 / (C): 201-560-3199	Crescent & Lucas	08:20-08:55 AM / 3:15-3:50 PM
3. Carmella Harris (H): 973-949-4116	Franklin & Madison	08:20-08:55 AM / 3:15-3:50 PM
4. Thomas Gusta (H):201-444-6018 / (C):201-304-8417	Franklin & Crescent	08:20-08:55 AM / 3:15-3:50 PM
5. Alison Carter (C):551-206-3754	Wyckoff & Hartung	08:20-08:55 AM / 3:15-3:50 PM
6. Richard Carruthers (H):201-652-6945 / (C):201-873-5134	Monroe & Van Houten	08:20-08:55 AM / 3:15-3:50 PM
7. Don Harris (H):973-949-4116	Wyckoff & Franklin	08:20-08:55 AM / 3:15-3:50 PM
8. Debra Hooyman (C):551-206-1828	Wyckoff & Monroe	08:20-08:55 AM / 3:15-3:50 PM
9. Diane Stelling (C):973-699-7085	Wyckoff & Circle	08:20-08:55 AM / 3:15-3:50 PM
10. Elbert Petteway (C):201-783-3564	Grandview & Coolidge	08:20-08:55 AM / 3:15-3:50 PM
11. Terrance Burke (C):201-887-6798	Wyckoff & Newtown	08:20-08:55 AM / 3:15-3:50 PM
12. Henry Churco (C):609-240-4925	Lafayette & Ravine	08:20-08:55 AM / 3:15-3:50 PM
13. Ann DiGiacomo (H):973-646-8427 / (C):973-464-1885	Grandview & Ravine	08:20-08:55 AM / 3:15-3:50 PM
14. Kelly Jensen (C):201-916-6005	Sicomac & Terhune	08:20-08:55 AM / 3:15-3:50 PM
15. Kevin Naudts (C):973-670-2298	Cedar Hill & Calvin	07:30-08:00 AM / 2:45-3:15 PM

Robert Kehoe	H:201-652-3356	C:201-755-4748
Michael Schell	-----	C:201-739-9317
Sherri Gusta	-----	C:201-304-3688

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#23-242

Awarding Contract to Seagrave Fire Apparatus for the
Purchase Of One New Seagrave Custom 95'
Aerialscope for Fire Company No. 1

WHEREAS, the Wyckoff Volunteer Fire Department – Protection Fire Company No. 1 (“Department”) recommends that Wyckoff procure a new Seagrave Custom 95’ Aerialscope for use by the Department in fulfillment of their mission to the residents of the Township replacing the 2005 Seagrave 95’ Aerialscope; and

WHEREAS, the Department has researched vendors that would achieve their goals and determined that the sought-after equipment may be procured through a nationally-recognized and accepted cooperative purchasing contract between the Houston-Galveston Area Council (“H-GAC”) and Seagrave Fire Apparatus, LLC (“Seagrave”); and

WHEREAS, pursuant to *N.J.S.A. 52:34-6.2b(3)* (as amended by *P.L. 2011, c.139*) and LFN 2012-10, a New Jersey municipality may purchase goods and services without public bidding under the Local Public Contracts Law through the use of a nationally-recognized and accepted cooperative purchasing contract that has been developed utilizing a competitive bidding or contracting process by another contracting unit within New Jersey or another state; and

WHEREAS, H-GAC is a regional organization of governments operating under the laws of the State of Texas and is a political subdivision of the State of Texas; and

WHEREAS, the subject cooperative purchasing contract was awarded by H-GAC to Fire & Safety utilizing a competitive contracting process; and

WHEREAS, also pursuant to *N.J.S.A. 52:34-6.2b.(3)* (as amended by *P.L. 2011, c.139*) and LFN 2012-10, prior to making purchases under nationally-recognized and accepted cooperative purchasing contracts, the municipality must determine that the use of the cooperative purchasing contract shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered; and

WHEREAS, the Department has determined that Wyckoff’s use of the H-GAC cooperative purchasing contract to procure the sought-after fire apparatus will result in cost savings for Wyckoff; and

WHEREAS, consistent with the H-GAC cooperative purchasing contract and needs of Wyckoff, Seagrave has submitted a proposal to provide one (1) new Seagrave Custom 95’ Aerialscope to Wyckoff for the sum of \$2,296,933.00; and

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

1. The foregoing “Whereas” clauses are hereby incorporated as if fully restated.
2. A contract for the purchase of one (1) new Seagrave Custom 95’ Aerialscope for in the amount of \$2,296,933.00 is hereby awarded to Seagrave without the Township soliciting public bids, as permitted by law.
3. The Township Administrator/Qualified Purchasing Agent caused a Notice of Intent to award this contract in the August 29, 2023 edition of the Ridgewood News establishing a ten-day comment period prior to the execution of a Contract with Seagrave; and

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4. The Mayor and Municipal Clerk are hereby authorized and directed to execute an "End User Agreement" with Seagrave pursuant to the terms of its nationally recognized and accepted cooperative purchasing agreement with the Houston-Galveston Area Council.
5. The form and terms of the End User Agreement shall be consistent with this resolution and subject to the Township Attorney's approval.
6. The Township Administrator is hereby designated as the authorized representative of the Township for the purpose of approving the mutually agreed upon specifications and design drawings.

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#23-243

SLEO III Agreement – St. Elizabeth's School

WHEREAS, the State of New Jersey has created a class of Special Police Officers known as Class III special law enforcement officers (hereinafter "SLEO III") specifically and solely for the purpose of school security as outlined in *N.J.S.A. 40A:14-146.10*, *40A:14-146.11*, *40A:14-146.14*, and *40A:14-146.16*; and

WHEREAS, the Township of Wyckoff and the Saint Elizabeth School (the "Parties") agree that school security is of the utmost importance to create a safe learning environment for students and that having armed security, that is police officers trained explicitly for school security, is a best practice for the safety and security of the students and staff at Saint Elizabeth School (the "School"); and

WHEREAS, the Parties are desirous of entering into a Shared Services Agreement pursuant to *N.J.S.A. 40A:65-1 et seq.* for the Township to provide a SLEO III to the School for school security; and

WHEREAS, the Parties wish to enter into an agreement under which the Township agrees to provide a SLEO III that will be assigned to the School that is located within the Township, and that will be managed and employed by the Township Police Department ("Police Department").

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Wyckoff, in the County of Bergen, State of New Jersey, that a shared service agreement between the Township of Wyckoff and Saint Elizabeth School for the Township to a SLEO III that will be assigned to the School that is located within the Township is hereby authorized for a five-year term commencing on July 1, 2023, and shall terminate on June 30, 2028.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized and directed to execute an Interlocal Agreement in the form approved by the Township Attorney.

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**SERVICE AGREEMENT CONCERNING THE PLACEMENT OF CLASS III SPECIAL LAW
ENFORCEMENT OFFICERS AT SAINT ELIZABETH SCHOOL**

THIS AGREEMENT, made on this 5th day of SEPT. 2023 by and between

TOWNSHIP OF WYCKOFF, IN THE COUNTY OF BERGEN
(hereinafter "Township"),

A Municipal Corporation of the State of New Jersey,
having its principal office at Memorial Town Hall, 340 Franklin Avenue,
Wyckoff, New Jersey 07481

And

ST. ELIZABETH ROMAN CATHOLIC CHURCH, WYCKOFF, N.J. (hereinafter "Parish"),
having its principal office at 700 Wyckoff Avenue,
Wyckoff, New Jersey 07481

identified individually and collectively as the "Party" or "Parties."

WHEREAS, the Parish operates St. Elizabeth School (the "School"), located at Greenwood Avenue, Wyckoff, New Jersey 07481; and

WHEREAS, the State of New Jersey has created a new class of Special Police Officers known as Class III special law enforcement officers (hereinafter "SLEO III") specifically and solely for the purpose of school security as outlined in *N.J.S.A. 40A:14-146.10, 40A:14-146.11, 40A:14-146.14, and 40A:14-146.16*; and

WHEREAS, the Parties agree that school security is of the utmost importance to create a safe learning environment for students and that having armed security, that is, police officers trained explicitly for school security, is a best practice for the safety and security of the students and staff at the School; and

WHEREAS, the Parties are desirous of entering into a Services Agreement pursuant to *N.J.S.A. 40A:65-1 et seq.* for the Township to provide a SLEO III to the School for school security; and

WHEREAS, the Parish and the Township wish to enter into an agreement under which the Township agrees to provide a SLEO III that will be assigned to the School that is located within the Township, and that the SLEO III will be managed and employed by the Township Police Department ("Police Department"). The Parties agree that the number of SLEO III positions may be increased or decreased if mutually deemed necessary; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the policies and procedures for ensuring continued cooperation between the Parties are outlined as follows:

I. DEFINITIONS

As used in this Agreement, the terms set forth below shall be considered to mean the following:

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- A. Law Enforcement Agency – shall means a unit of commissioned police officers that are officially authorized or designated by the Township Police Department to enforce any local, State, or Federal law. Under the terms of this Agreement, this includes maintaining physical security and safety within the School.
- B. Operating school hours – shall include the time in which a school is regularly in session.
- C. Extra-curricular events – shall include the time outside of operating school hours when students are engaged in school-related activities under the supervision of professional school staff or when the public occupies the school for nonpublic use.
- D. Class Three special law enforcement officer ("SLEO III") means any person appointed pursuant to *N.J.S.A. 40A: 14-146.10, et seq.* to temporarily or intermittently perform duties similar to those performed regularly by members of a police force of a local unit, or to provide assistance to the police force during unusual or emergency circumstances, and to provide security in a school system within the Township.

II.

GOALS AND OBJECTIVES

It is understood and agreed that the Parish and the Township share the following goals and objectives with regard to the SLEO III assigned to the School:

- A. To provide for occupant safety and building security.
- B. To work in conjunction with School Administration to develop a schedule for the SLEO III to be on duty.
- C. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at the School, such as, by way of example: trespassing, possession, and use of any weapons, the illegal sale and/or distribution of any controlled dangerous substances, and riots.
- D. To report serious crimes that occur on campus and to cooperate with other law enforcement officials in their investigation of crimes that occur at school.
- E. To exercise all of the powers and duties as set forth at *N.J.S.A. 40A:14-146.11a(3)*

Police Presence at Extra-Curricular Events

Separate from this Agreement, it is an agreed-upon policy that the Police Department with patrol responsibilities, working in conjunction with appropriate school officials, shall provide for the presence of full-time uniformed police officer(s) as a separate engagement outside this agreement at any event at which the school administrator believes it would be in the interest of public safety to be paid to the Township by the School. All requests by school officials for the Law Enforcement Agency to provide for full-time uniformed police officer(s) presence at any after-school event under this Agreement should be made in writing and

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directed to the Chief of Police and their designees for approval at least 48 hours prior to the event.

III. ASSIGNMENT OF SLEO III

- A. The wages and salary, employment taxes, worker's compensation insurance, and all other compensation and benefits of SLEO personnel employed by the Township shall be borne exclusively by the Township. Under no circumstances shall the Parish or the School be considered a co-employer of the SLEO personnel assigned to the School.
- B. The SLEO III shall be subject to the administration, supervision, and control of the Chief of Police or their designee.
 - A. The SLEO III shall not be considered members of the Township regular police force, and their powers and duties shall cease at the expiration of the term for which they were appointed.
 - B. However, the SLEO III shall have the same authority and duties as regular, full-time police officers while providing school security only and shall have no law enforcement authority outside school grounds.
- C. The SLEO III shall be hired and put in place by the Township upon recommendation of the Chief of Police or their designee as soon as reasonably possible following the execution of this Agreement. Upon the reasonable request of the Parish or School, the Township shall remove from assignment at the School any SLEO personnel who is reasonably objectionable to the Parish or the School.

IV. DUTIES OF SLEO III

As noted above, the SLEO III is an employee of the Township and is subordinate to the Chief of Police and their designees. The duties of the SLEO III under this Agreement include the following:

- A. The SLEO III shall maintain, at appropriate times, a visible police presence within the School listed under this Agreement and shall become familiar with and comply with the School's Policies and Regulations.
- B. The SLEO III should not refuse any reasonable request by a school official if the duty is consistent with this Agreement. The SLEO III shall contact the SLEO III coordinator or a police supervisor for guidance if a request appears to be in conflict with this Agreement and the mission of the Police Department.
- C. The duties and responsibilities of the assigned SLEO III while providing security services to the School may include, but are not limited to the following:
 - i. Assist school personnel in dealing with emergencies.
 - ii. Patrol school buildings and grounds to protect against illegal entry, acts of violence, vandalism, illegal drug activity, arson, and theft.

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- iii. Report and address, if necessary, any observed irregularities, dangerous practices and conditions, accidents, fires, and other acts or circumstances affecting the health and welfare of students and school personnel.
 - iv. Inspect points of entry to ensure that they are secure.
 - v. Take all necessary action with respect to any trespassers, suspicious persons, and hazardous conditions discovered during the patrol.
 - vi. Warn, detain, cite, and/or take into custody violators of the law when necessary.
- D. Except as required by law in the performance of their duty as a law enforcement officer, the SLEO III shall not act as a school disciplinarian. Disciplining students is a school responsibility. In the event a SLEO III observes a student disciplinary incident, they shall notify a member of the school administration immediately.
- E. The SLEO III will be under the command of the Chief of Police and his command staff, as designated by the Chief of Police, who will work collaboratively with the appropriate school personnel to enhance school security. The SLEO III work schedule shall be coordinated in consultation with the Parish's designated personnel, such as the School Principal.
- F. The SLEO III shall have full powers and duties similar to those of a permanent, regularly appointed full-time police officer while providing security at the School.
- G. The SLEO III shall comply with the rules and regulations applicable to the conduct and decorum of the permanent, regularly appointed police officers of the Township, as well as any rules and regulations applicable to the conduct and decorum of special law enforcement officers.
- H. The SLEO III may also be responsible for conducting security assessments and vulnerability studies as directed by the Chief of Police and in consultation with the respective Administration at the Parish and School:
- I. As employees of the Township, each SLEO III shall follow the chain of command set forth in the Township Police Department Policies and Procedures Manual.
 - J. The SLEO III shall be required to complete all training as required by State Law and the Chief of Police or his designee. All efforts will be made to coordinate this training to avoid interfering with the SLEO III's responsibilities at the School.
 - K. The SLEO III may attend periodic briefings and meetings at the Township Police Department. All efforts will be made to coordinate this training to avoid interfering with the SLEO III's responsibilities at the School.
 - L. While providing services at the School, the SLEO III shall wear the uniform required by the Township Police Department.

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V. ROLES AND FUNCTIONS OF THE TOWNSHIP CHIEF OF POLICE OR
DESIGNEE

The roles and functions of the Chief of Police and/or their designee under this Agreement include the following:

- A. To facilitate communication and cooperation.
- B. To act as the primary contact person between the Township and Parish.
- C. To prepare and schedule adequate SLEO III personnel within the School.
- D. To provide a copy of the work schedules for the SLEO III in the School.
- E. To prepare and provide an updated assignment chart for the SLEO III in the School.
- F. To oversee and manage the SLEO III assigned under this Agreement.
- G. To provide and coordinate SLEO III required training.
- H. To investigate all claims of SLEO III misconduct reported by the School Principal or their designee.
- I. To work with the appropriate Township Official to prepare and submit monthly invoices to the Parish for reimbursement for services rendered under this Agreement.
- J. To identify issues or problems that arise in the implementation of this Agreement and facilitate the resolution of any such problems.
- K. To comply with the most current statement of rules and regulations issued under the Uniform State Memorandum of Agreement between Education and Law Enforcement Officials, Departmental Standard Operating Procedures, and General Orders.

VI. ROLES AND FUNCTIONS SCHOOL ADMINISTRATIVE DESIGNEE

The roles and functions of the School Administrative Designee under this Agreement include the following:

- A. To provide and coordinate school-required training for the SLEO III.
- B. To provide requests to the Chief of Police and/or their designee for changes in personnel/hours.
- C. To provide requests to the Chief of Police and/or their designee for hiring additional personnel or different personnel.
- D. To provide notification to the Chief of Police and/or their designee of alleged misconduct by a SLEO.

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- E. To prepare and provide written requests for additional personnel at an Extra-Curricular Event, including events covered by full-time uniformed personnel.

VII. OPERATIONS REVIEW COMMITTEE

- A. An Operations Review Committee will be hereby established to review the services of the SLEO III and the general operation of this Agreement. The Committee shall meet as needed to review the Services outlined within this Agreement and shall examine and address any deficiencies or other concerns raised by either Party.
- B. The Committee shall review and evaluate the overall program on the following issues but not limited to:
1. Duties and Responsibilities of SLEO personnel;
 2. Estimated Annual Budget;
 3. Number and Assignment of SLEO personnel; and
 4. Other personnel matters that involve joint discussion.

- C. The following officials or their designees shall constitute the Operations Review Committee members:

1. Pastor of St. Elizabeth School or Designee
2. School Principal or Designee
3. Chief of Police or Designee
4. Township Administrator
5. Police Commissioner or Designee

VIII. COST OF SERVICES & ACCOUNTING

- A. The cost of the services rendered by the Township and paid by the School outlined within this Agreement shall be as set forth below and detailed on Attachment A. The Township shall provide invoices per this Agreement, to be billed over a ten-month period (September-June).

1. 2023-2024 School Year - \$79,853.00
(\$7,905.00 shall be paid upfront within 30 days of signing this agreement).
2. 2024-2025 School Year - \$74,106.00
3. 2025-2026 School Year - \$76,329.00
4. 2026-2027 School Year - \$78,619.00
5. 2027-2028 School Year - \$80,978.00

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- B. Any hours worked by police personnel outside this Agreement shall be invoiced separately on a month-by-month basis. Billing shall itemize location, date, hours, and event worked.
- C. Billing shall be submitted:
- Saint Elizabeth School
Business Office
700 Wyckoff Avenue
Wyckoff, New Jersey 07481
ATTN: School Principal
- D. Payments shall be submitted to:
- Township of Wyckoff
Finance Department
340 Franklin Avenue
Wyckoff, New Jersey 07481
ATTN: Chief Financial Officer
- E. Before this Agreement expires and/or terminates, any outstanding amounts due shall be paid in full.

IX. DURATION & RENEWAL

- A. This initial one-year Agreement shall commence on September 1, 2023, and terminate on August 31, 2024. Thereafter, this Agreement shall automatically renew for another twelve (12) month term, beginning on September 1 of the following school year at the pricing set forth in Paragraph VIII, unless the Parish exercises its right to cancel this Agreement pursuant to the provisions of Paragraph XI. This automatic renewal shall occur for a total of four (4) years, unless terminated by either party in accordance with Paragraph XI.

X. DISPUTE RESOLUTION

- A. Disputes regarding the implementation of this Agreement shall first be attempted to be resolved administratively by the School Principal and the Chief of Police.
- B. If the dispute cannot be resolved between the School Principal and the Chief of Police, then the dispute shall be reviewed by the Operations Review Committee set forth in Section VII above.
- C. If the Operations Review Committee cannot resolve the dispute, then either side may elect to terminate the Agreement in accordance with the provisions set forth in Section XI below.

XI. TERMINATION

- A. The Parish may terminate this Agreement with cause upon thirty (30) days' prior written notice.

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B. Either Party may terminate this Agreement without cause upon providing ninety (90) days' prior written notice to the other Party.

1. Cause. Cause for termination shall be defined as the failure of one Party to address any deficiency with respect to the implementation/performance of this agreement or lack of availability of sufficient funds after the presentation to the Operations Review Committee and the Committee's inability to resolve such deficiency.
2. Availability of Sufficient Funds. This Agreement is subject to the School's availability of sufficient funds for the services set forth in this Agreement.
- C. The Parish may choose not to renew this Agreement and, in that event, shall provide notice of termination no later than thirty (30) days prior to the start of the new school year.
- D. Any notice of termination shall be sent by certified mail, return receipt requested, or in person to the attention of the Parties' respective representatives set forth in Section VIII above.

XII.

INSURANCE

A. Township of Wyckoff shall obtain insurance covering the Services, at its own expense, and keep in effect during the term of the Agreement and, additionally, as respects any Claims Made coverage, for two years following the end of the term of the Agreement, for the type and with the minimum amounts set forth below ("Required Insurance").

1. Commercial General Liability Insurance -- Township of Wyckoff shall maintain Commercial General Liability insurance covering bodily injury and property damage on an "occurrence" form in either an amount not less than \$2,000,000 Each Occurrence / \$5,000,000 General Aggregate / \$2,000,000 Products/Completed Operations Aggregate.
2. Sexual Misconduct Liability Insurance -- Township of Wyckoff shall maintain Sexual Misconduct Liability insurance in an amount not less than \$100,000 each Claim or Occurrence / \$300,000 Aggregate.
3. The Township shall provide worker's compensation insurance for its employees as required by law.

B. Township of Wyckoff shall name the following parties as additional insureds, under each Required Insurance Policy for all Required Insurance except for Workers' Compensation and Professional Liability insurance, exactly as follows: St. Elizabeth Roman Catholic Church, Wyckoff, N.J. and its members, directors, officers, employees, volunteers, agents, contractors, and

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representatives, are all additional insureds as respects the services being performed under the Agreement.

C. The additional insured protection shall be independent of the indemnification and hold harmless obligations under this Agreement.

D. The Township shall be responsible for any applicable deductibles or retentions.

E. The Township shall also be responsible for insuring its own property while on the premises of the School.

F. Proof of Insurance: The Township shall provide to the School certificates of insurance evidencing the purchase and maintenance of such insurance coverage in conformance with the Agreement.

G. The Certificate of Insurance must evidence waiver of subrogation for all Required Insurance and, except for Workers Compensation and Professional Liability insurance, additional insured status on a primary non-contributory basis for the Required Insurance. In addition, the cancellation language on the certificate must at least "endeavor" to provide Thirty (30) days Advance Written Notice of Cancellation and Ten (10) days Written Notification of Cancellation due to non-payment of premium.

H. All Certificates of Insurance are to be provided to the Parish in advance of the commencement of the Services and not later than Five (5) days following the expiration date of any of the Required Insurance. The Parish reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by this Amendment.

I. In the event Township fails to maintain the necessary insurance or provide evidence of such, the Parish shall have the right to cancel and terminate the Agreement immediately and without notice.

XIII. INDEMNIFICATION

A. Indemnification and Hold Harmless: Each party shall indemnify, defend and hold the other Party, their elected and/or appointed officials, employees, consultants, and invitees harmless from and against any and all losses, claims, judgments, damages, liabilities, injuries, costs, and expenses (including, but not limited to reasonable attorney's fees, court and/or arbitration costs), which shall arise or relate either directly or indirectly from the acts or omissions of that Party (the indemnifying party), their agents, employees and contractors in the performance of their mutual obligations under this Agreement, except if such loss, claim, damage, liability, cost or expense arises out of the willful misconduct of the other (indemnified) Party.

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XIV. SAFE ENVIRONMENT

- A. The Township shall ensure that all SLEO personnel assigned to the School, within thirty (30) days of the start of this Services Agreement, will have met all the requirements of the Roman Catholic Archdiocese of Newark's safe environment program, including, but not limited to, attendance at the Virtus Protecting God's Children Program and successful completion of a criminal background check. Regarding the latter, the Township shall provide to the School a list with the names of all SLEO personnel assigned to the School, and proof that they have successfully passed a background investigation in accordance with the current rules/regulations of the State Department of Law and Public Safety, Division of Criminal Justice.

XV. OTHER REPRESENTATIONS

- A. Activities not covered under this Agreement shall be addressed case-by-case between School Administrative personnel and Township law enforcement.
- B. Nothing in this Agreement shall be construed in any way to require any school official to actively participate in any search or seizure conducted or supervised by a law enforcement officer, nor shall this Agreement be construed to direct, solicit or encourage any school official to conduct any search or seizure on behalf of law enforcement, or for the sole purpose of ultimately turning evidence of a crime over to a law enforcement agency. Rather, it is understood that any search or seizure conducted by school officials shall be based on the school officials' independent authority to conduct reasonable investigations.
- C. Nothing in this Agreement is intended to nor shall be construed to create a partnership or employee relationship, or joint venture, nor shall anything be construed to permit the Township to have or to exercise control, direction, supervision, or professional judgment as to the manner or methods utilized by the School's employees.
- D. The Township further represents that the Agreement has been authorized by appropriately adopted resolutions of the Township.
- E. This Agreement shall be governed by the Laws of the State of New Jersey, County of Bergen. The Parties reserve all rights and remedies available to them at law or equity, in connection with breach or threatened breach of this Agreement and hereby waive any objection to personal jurisdiction or venue in any forum located in that county. The Parties agree to the jurisdiction of the State of New Jersey, County of Bergen for determining any and all controversy arising out of and in connection with this Agreement and hereby waive any objection to personal jurisdiction or venue in any forum located in that county.

SIGNATURES ON THE NEXT PAGE

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IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this 5TH day of
SEPTEMBER 2023.

ATTEST:

TOWNSHIP OF WYCKOFF

By: Nancy A. Brown
NANCY A. BROWN,
MUNICIPAL CLERK

Thomas J. Madigan
THOMAS J. MADIGAN,
MAYOR

ST. ELIZABETH ROMAN CATHOLIC
CHURCH, WYCKOFF, N.J.

WITNESS:

Fr. Stephen Fichter
FR. STEPHEN FICHTER
PASTOR

By: Joseph Costello

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#23-244 Liquor License Transfer #0270-44-044-005

WHEREAS, an application has been filed for a person-to-person transfer of Plenary Retail Distribution License #0270-44-004-005, heretofore issued to JEZE Corporation, Jack Sevan Jessourian, President, JEZE Corp. who holds a pocket/inactive license, for premises previously located at Cedar Hill Shopping Center, Wyckoff, N.J. 07481; and

WHEREAS, the submitted application form is complete in all respects and the transfer fees have been paid, both to the Township of Wyckoff and to the Division of Alcoholic Beverage Control; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the licensed business.

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Wyckoff does hereby approve, effective, August 15, 2023, the transfer of the aforesaid Plenary Retail Distribution License to River of Wines & Spirits LLC, Sessa Swetha Koppuri, 15 Carnation Road, Monroe, N.J. 08831.

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Ad Number: 0005756889

The Record
WYCKOFF'S TRUSTED SOURCE

Ad Order Number
0005756889

STATE OF NEW JERSEY
COUNTY OF PASSAIC

Linda Tuttle

Of full age, being duly sworn according to law, on his/her oath says that he/she is employed at North Jersey Media Group publisher of the The Record. Included herewith is a true copy of the notice that was published in the issue(s) dated on the following :

07/16/2023, 07/23/2023

in The Record, a newspaper of general circulation and published in Hackensack, in the County of Bergen and circulated in Bergen, Passaic, Hudson, Morris and Essex Counties. Said newspaper is published seven days a week.

Subscribed and sworn before me this 23 day of July, 2023

[Signature]
A Notary Public, State of Wisconsin, County of Brown

10-25-26
My Commission Expires

RYAN SPELLER
Notary Public
State of Wisconsin

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TOWNSHIP OF WYCKOFF

NOTICE

ALCOHOLIC BEVERAGE CONTROL

PLEASE TAKE NOTICE that application has been made to the Township of Wyckoff for a Person-To-Person Transfer to RIVER OF WINES & SPIRITS LLC of the Plenary Retail Distribution License #0270-44-004-005, heretofore issued to JEZE CORPORATION, which License is currently an inactive pocket license.

The names and addresses of the individuals holding more than 1% of the ownership of said company are as follows:

Sesha Swetha Koppuri – 100%
15 Carnation Rd
Monroe Township, NJ 08831

Objections, if any, should be made immediately, in writing, to: Nancy A. Brown, Clerk of Wyckoff Township, Memorial Town Hall, Scott Plaza, 340 Franklin Avenue, Wyckoff, NJ 07481-1907.

Jason C. Mandia, Esq.
Attorney for Applicant
685 Neptune Boulevard
Neptune, NJ 07753
(732) 774-0800

The Record: 7/16 + 7/23/2023
Fee: \$52.80 (30) 0005756889

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TWP. OF WYCKOFF

JUL 27 2023

MUNICIPAL CLERK



WYCKOFF POLICE DEPARTMENT

Scott Plaza

Wyckoff, New Jersey 07481

David V Murphy
Chief of Police

To: Chief David Murphy
From: Det. Sgt. Michael Ragucci
Subject: Wyckoff Wines LLC Liquor License Application

Date: July 27, 2023

Chief Murphy:

On July 19, 2023, I was notified that the second inactive license held by Cedar Hill Liquors/Jeze Liquors was in the process of being sold to Seshaswetha Koppuri, the wife of Vamsi Koppuri, who recently purchased the license previously held by Wine & Spirit World. Mrs. Koppuri submitted an application for Place to Place Transfer of this liquor license. Mrs. Koppuri is the sole applicant.

Mrs. Koppuri was fingerprinted on 7/21/23. No State or Federal criminal record was discovered. A background check was conducted using NCIC 2000, DMV, ATS/ACS, Promis Gavel, JV Registry the NJ DV database, and NICS, as well as our in-house records management system. No criminal or negative records were found for Mrs. Koppuri.

The application does not include any changes to the current building. As such, no physical site inspection is warranted. If in the event new employees are hired as a result of this transfer, new employee training will be held.

Respectfully submitted,


Det. Sgt. Michael Ragucci #226

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#23-245

Authorize Sewer Developer's Agreement - TSSP, LLC

WHEREAS, TSSP, LLC (hereinafter "Developer") has requested permission from the Township to arrange for the construction of an extension of the sanitary sewer main for approximately 1,241 linear feet at Sicomac Avenue and Terhune Avenue for the purpose of providing service to the Barn Restaurant and existing and/or future dwellings located on Sicomac Avenue and Terhune Terrace, respectively, all of which are presently served by in-ground septic systems; and,

WHEREAS, the Developer has agreed to pay for the entire expense of the installation and will retain a contractor to complete construction according to the Township's requirements; and

WHEREAS, the Township Attorney has drafted a Developer's Agreement for Sewer Extension which has been approved by the Township Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey, that the Mayor and the Municipal Clerk are hereby authorized to sign the aforementioned Developer's Agreement for Sewer Extension on behalf of the Township.

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Prepared by:


Ari G. Bernstein, Esq.

DEVELOPER'S AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT, made this 15th day of August 2023,

BETWEEN: THE TOWNSHIP OF WYCKOFF, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as the "Municipality,"

AND: TSSP, LLC, 12 Little Pond Road, Wayne, New Jersey 07470, hereinafter referred to as the "Developer."

WHEREAS, the Developer has requested permission from the Municipality to arrange for the construction of an extension of the sanitary sewer main for approximately 1,241 linear feet of 8" PVC Pipe at Sicomac Avenue and Terhune Terrace for the purpose of providing sewer service to the Barn Restaurant and existing and/or future dwellings located on Sicomac Avenue and Terhune Terrace, respectively, in the Township of Wyckoff, all of which are presently served by in-ground septic systems; and

WHEREAS, the Developer has agreed to pay for the entire expense of the installation and will retain a contractor to complete construction in accordance with the requirements of the Township Engineer, the Municipality, County of Bergen, and the State of New Jersey, and the plans entitled "Sewer Extension Plan, BMW Holdings LLC, Block 436 Lot 4, 359 Sicomac Avenue, Township of Wyckoff, Bergen County, New Jersey," four (4) sheets, dated May 10, 2021, last revised on February 16, 2023, prepared by McNally, Doolittle Engineering, LLC, including any subsequent revisions, all of which are incorporated herein and made a part hereof; and

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WHEREAS, the participating property owners created TSSP, LLC to govern the rights and responsibilities of the property owners between themselves and to bind the participating property owners and the Developer to this Agreement which operating agreement for TSSP, LLC is attached hereto as Exhibit A;

NOW, THEREFORE, the parties agree as follows:

1. In consideration of permission to install the sewer extension, the Developer hereby agrees to retain a licensed contractor to complete construction of the sanitary sewer extension in accordance with municipal specifications and requirements and in accordance with the approval of the Township Engineer in accordance with plans entitled "Sewer Extension Plan, BMW Holdings LLC, Block 436, Lot 4, 359 Sicomac Avenue, Township of Wyckoff, Bergen County, New Jersey," four (4) sheets, dated May 10, 2021, last revised on February 16, 2023, prepared by McNally, Doolittle Engineering, LLC, including any subsequent revisions, all of which are incorporated herein and made a part hereof.
2. The Developer shall pay for the full cost of installing the improvements as well as the performance and maintenance guarantees required by the Township Engineer. In addition thereto, the Developer shall pay for the full cost of inspection fees, consulting fees, and attorneys' fees reasonably incurred by the Municipality in connection with the preparation of this Agreement and any services that may be required during the performance of this Agreement, during the construction of the sewer extension, and in connection with the enforcement of any of the provisions of this Agreement.
3. The Developer and its contractor shall have the sole responsibility for completing the sewer extension in accordance with said plans and requirements and shall

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comply with all applicable rules, regulations, ordinances, and requirements of the Township of Wyckoff with respect to the installation of the sanitary sewer extension and any house connections as directed by the Township Engineer.

4. Construction shall be coordinated by the Developer and/or its contractor with the Township Officials. The Developer shall comply with the requirements of the County of Bergen, the Northwest Bergen Sewer Authority, and the New Jersey Department of Environmental Protection at the expense of the Developer.

5. Following completion of excavation, the Developer shall be required to repave the trench excavated areas in accordance with applicable Township road construction specifications.

6. The Developer agrees that work performed by its contractor shall be performed in such a manner so as not to cause any nuisance, public or private, and no undue annoyance to the public at large by reason of the construction, trucking, or other operations. During construction, the Developer and its contractor shall comply with all provisions of the Code of the Township of Wyckoff including, but not limited to, Section 143 of the Code of the Township of Wyckoff, "Noise." Developer and its contractor shall not perform any construction or work of any kind or use any equipment of any type between the hours of 6:00 p.m. and 7:00 a.m., Monday through Saturday. Developer and its contractor shall not perform any construction or work of any kind or use any equipment of any type on Sundays. The Developer and its contractor shall comply with the requirements of the Township Engineer and the Wyckoff Chief of Police with respect to traffic control during the construction, and the expenses and charges for

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services rendered by the Municipality for traffic control and traffic safety shall be paid by the Developer to the Municipality.

7. Upon signing of this Agreement, the Developer shall deliver a performance guarantee in an amount determined by the Township Engineer and consistent with New Jersey law to guarantee performance satisfactory to the Township of Wyckoff as required by the Township Engineer, Township Attorney, and Township Administrator and to ensure payment of all inspection fees, consulting fees, legal fees, and other expenses incurred by the Municipality in connection with this Agreement and the performance or enforcement thereof. Ten (10%) percent of the performance guarantee shall be in the form of a cash deposit to be placed with the Township Clerk. In addition thereto, the Developer shall deposit with the Township Clerk a sum determined by the Township Engineer to cover the costs of engineering, legal, and inspection fees during construction. It is specifically agreed that if, during the course of the construction, the amount of the deposit made is inadequate to meet such costs, the Municipality may require such additional sums to be deposited as are deemed necessary and reasonable and the Developer shall forthwith provide the same. Additional performance guarantees shall be required to be posted with the Municipality for changes in work which increase the cost of the project. After completion of the work, the Developer shall submit to the Township a two (2) year maintenance guarantee in an amount determined by the Township Engineer and consistent with New Jersey law. Ten (10%) percent of the maintenance guarantee shall be in the form of a cash deposit to be placed with the Township Clerk. No building permits, certificates of occupancy or sewer connection permits or other final approvals shall be issued until the required

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deposits are made and until construction is completed in accordance with this Agreement. Any unused portion of the deposits shall be returned to the Developer upon completion of development and certification of such completion by the Township Engineer.

8. Upon execution and delivery of this Agreement, the Developer shall file with the Township Attorney copies of the current Deeds of the individual property owners to their respective properties.

9. The Municipality shall have the right to refuse issuance of approval certificates, sewer connection permits or other certificates of approval and/or certificates of occupancy until the Developer has fully complied with all the requirements of this Agreement, the Township Engineer, and other state or county agencies having jurisdiction.

10. Nothing herein shall be construed to render the Municipality or any of its officers, employees, or representatives liable for any charges, costs or debts, material, labor, or other expenses incurred in the making of the improvements, nor for any damage or money losses due to personal injury or property damage arising out of the acts or conduct of the Developer and/or its contractor, their agents, servants or representatives or contractors in making the improvements. The Developer herein indemnifies and saves harmless the Municipality, its servants, and/or representatives from any and all liability of any kind, costs, or expenses arising out of the performance of this Agreement, including any attorneys' fees incurred by the Municipality in connection with the enforcement hereof or the defense of such claims.

11. The contractor chosen by the Developer shall be required to carry full insurance including comprehensive, general liability, workers' compensation insurance,

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contractual liability coverage, and motor vehicle coverage to insure all operations of the contractor, its employees, agents, and servants hereunder and motor vehicles and equipment used by the contractor, its employees, agents, or servants in connection with the contractor's operations in the performance thereof. Said insurance, by endorsement, shall fully protect the Municipality from liability. Certificates naming the Municipality as an additional named insured and evidencing such insurance and coverage shall be filed with the Township Clerk prior to the commencement of operation hereunder by the contractor. Certificates so filed shall further contain a statement which shall, in effect, provide "the limits requested represent minimum limits and in no way restrict your liability for any claims in excess of your policy limits." The following Certificates of insurance must be furnished:

1. Workers' Compensation.
2. Comprehensive General Liability, minimum limits \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate coverage, independent contractors, products/completed operations, contractual, personal injury, broad form property damage, naming the Township of Wyckoff as an additional named insured.
3. Automobile Coverage, minimum limits \$1,000,000.00 combined single limit covering owned, hired, and non-owned vehicles. This Certificate of Insurance shall designate the Township of Wyckoff as an additional named insured. It is understood and agreed that the contractor is an independent contractor retained by the Developer, not the Township of Wyckoff, and is not an employee of the Township of Wyckoff.

All certificates shall contain a thirty (30) day notice of cancellation, whereby the Township Clerk will be provided with a written notice of cancellation.

12. The Developer and its contractor shall be responsible for the remediation of any chemical spills caused by the Developer and/or its contractor or its equipment

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through their acts or conduct or that of others. The Developer hereby expressly indemnifies and holds the Township of Wyckoff harmless from any and all liability resulting from chemical spills or environmental contamination resulting from the actions of the Developer and/or its contractor or their employees, agents, and/or servants.

13. The Developer and/or its contractor shall be permitted to temporarily stockpile fill at the job site. The Developer and/or its contractor shall not be permitted to store fill on any other private or public property without the approval of the Township Engineer. Upon completion of construction, the Developer and/or its contractor shall be responsible for the restoration and re-landscaping of any disturbed areas.

14. This Agreement may be recorded by the Municipality in the Office of the Bergen County Clerk for the purpose of assuring performance of the terms and provisions herein by the Developer and/or its contractor and/or their successors and assigns. Upon completion of the construction and payment of all sums due and owing under this Agreement, the Township shall execute and deliver such documents as are necessary to discharge the Agreement from the records of the Bergen County Clerk.

15. Construction shall commence no sooner than the date on which this Agreement is executed by the Developer. The Developer shall be responsible for payment to the Municipality for the costs and expense for services rendered by the Municipality to Developer for traffic control and traffic safety and shall reimburse the Municipality for any expenses incurred in connection therewith.

16. This Agreement shall be binding upon the respective parties hereto and their respective heirs, legal representatives, successors, assigns, and grantees.

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17. This document does not constitute a construction contract between the Municipality and the contractor. The work described on the referenced plans prepared by McNally, Doolittle Engineering, LLC constitutes a private construction project for the benefit of the Developer. This document is a Developer's Agreement governing the private connection with the Municipality's sewer system and a road opening.
18. The Municipality shall reimburse the Developer for the cost of labor and material for laterals installed for individual property owners that do not connect before completion of the sanitary sewer extension being constructed per this Developer's Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE(S) TO FOLLOW.]*

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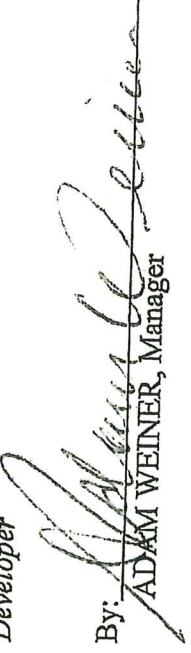
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
the day and year first written above.

Witness:



[Print Witness Name]

TSSP, LLC
Developer

By: 
ADAM WEINER, Manager

Witness:



Nancy A. Brown, Municipal Clerk
of the Township of Wyckoff

TOWNSHIP OF WYCKOFF
Municipality

By: 
THOMAS MADIGAN, Mayor

RECORD AND RETURN TO:

Ari G. Bernstein, Esq.
BERNSTEIN & KALOSIEH, LLP
279 Franklin Avenue
Wyckoff, NJ 07481

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STATE OF NEW JERSEY :

SS.

COUNTY OF PASSAIC :

I certify that on August 14, 2023, ADAM WEINER, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is the Manager of TSSP, LLC, a limited liability company; and
- (b) as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as the Manager.

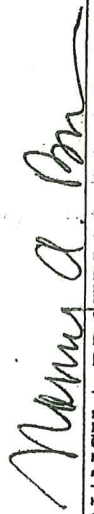

Notary Public

Susan J. Ordini
A Notary Public of New Jersey
My Commission Expires
March 27, 2025

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STATE OF NEW JERSEY :
COUNTY OF BERGEN : SS.

BE IT REMEMBERED, that on August 15, 2023, before me as subscriber, a Notary Public of New Jersey, personally appeared NANCY A. BROWN who, being by me duly sworn on her oath, deposes and says that she is the Municipal Clerk of the Township of Wyckoff, the municipality named in the foregoing Instrument; that she well knows the corporate seal of said municipal corporation; the said seal was affixed and the instrument is the corporate seal of the said municipal corporation; that the said seal was affixed and the said Instrument signed and delivered by THOMAS MADIGAN, who was, at the date thereof, the Mayor of the Township of Wyckoff, in the presence of this deponent and the said THOMAS MADIGAN, at the same time acknowledged that he signed, sealed, and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said municipal corporation, by virtue of the authority of its Township Committee, and that deponent, at the same time, subscribed her name to said Instrument as an attesting witness to the execution thereof.


NANCY A. BROWN, Municipal Clerk
of the Township of Wyckoff

Signed and sworn to before me
this 15 day of August 2023


Notary Public
Timothy Shanley
Attorney at Law
State of NJ (#03307443)