

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 15, 2021**

TOWNSHIP OF WYCKOFF

Open Public Meetings Act Notice

PLEASE TAKE NOTICE, that in accordance with the Open Public Meetings Act N.J.S.A.10:4-6 et seq., the Township Committee of the Township of Wyckoff shall conduct its 7:00 pm, Tuesday, November 15, 2021 Work Session meeting in the second floor court room at Wyckoff Town Hall, 340 Franklin Avenue, Wyckoff, NJ 07481 and the meeting will also be live-streamed via the Township of Wyckoff's YouTube channel and members of the public may attend the meeting to provide public comment or call 201-891-7000, ext. #2220 should they wish to provide public comment during the public comment period.

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

This notice and agenda have been posted on the Township's home page Wyckoff-nj.com at the Quick Link for "Minutes & Agendas" on Friday, November 12, 2021. Please select "Township Committee" and locate the date of the meeting to view documents, such as resolutions and ordinances which are made available.

General instructions regarding access to the meeting will be posted on the Wyckoff web site's home page at www.wyckoff-nj.com as a "News" item on Friday, November 12, 2021, by 4:30 pm.

To view the Township Committee meeting via live stream, please access the YouTube link which will be posted on the Wyckoff web site's home page at www.wyckoff-nj.com as a "NEWS" item immediately prior to the commencement of the meeting at approximately, 6:55 pm on November 15, 2021.

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.

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Nancy A. Brown
Acting Municipal Clerk

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 15, 2021

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE WORK SESSION MEETING
MUNICIPAL COURT ROOM

TUESDAY, NOVEMBER 15, 2021 - 7:00 P.M.

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

1. 7:00 pm Work Session Meeting called to order by Mayor Melissa D. Rubenstein

2. Roll call of Township Committee

BOONSTRA ABSENT MADIGAN YES MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES

3. Reading of "Open Work Session" statement by Acting Clerk, Nancy A. Brown

4. Confirm Finance Committee has reviewed and signed vouchers and that Mayor and Municipal Clerk have signed any necessary documents.

5. Motion to open the Ten (10) Minute Public Comment period:

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

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

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

Motion to close the Public Comment period:

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

6. Review of 8:00 p.m. Business Meeting Agenda – Administrator
7. Review of Policy Action Items – Administrator
8. Reports of Township Committee Members
9. Report of Township Attorney
10. Adjourn

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

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

FORMAL ACTION MAY BE TAKEN AT THIS WORK SESSION

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 15, 2021

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE BUSINESS MEETING
MUNICIPAL COURT ROOM
TUESDAY, NOVEMBER 15, 2021 - 8:00 PM

1. Regular Meeting of the Wyckoff Township Committee called to order
by Mayor Melissa D. Rubenstein
2. Flag Salute
3. Invocation
4. Reading of the "Open Public Meetings Act" statement by
Nancy A. Brown

5. Roll Call of the Township Committee Members Present:

BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES RUBENSTEIN YES

6. Request motion to open the Public Comment Period:

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

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

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

Request motion to close the Public Comment Period:

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

7. Approval of the October 29, 2021, November 4, 2021, and
November 9, 2021, Special Meeting Minutes and the November 4,
2021, Township Committee Work Session and Regular Business
meeting minutes:

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

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

I Resolutions (Adoption of the following):

- | | |
|---------|---|
| #21-289 | Release Performance Cash Surety – Sewer Connection,
721 Hickory Hill Road, Block 442, Lot 13 |
| #21-290 | Authorization of Vouchers and Payment of Bills |

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- | | |
|---------|--|
| #21-291 | Release Performance Cash Bond & Performance Bond – DECA Associates, 300 Godwin Avenue, Block 219, Lots 17.02 and 18. |
| #21-292 | Return of Certain Overpaid Taxes, Escrow Monies, etc. |
| #21-293 | Award of Contract P2P Compliance – Mitel Communication Services |
| #21-294 | Adopt a Business Continuity Plan #7060PL |
| #21-295 | Authorize Shared Service – Municipal Court Administrator |
| #21-296 | Authorize Shared Service – Bloodborne Pathogen Compliance |
| #21-297 | Transfer of Funds |
| #21-298 | Authorize Change Order #1 – Shade Tree Contract |
| #21-299 | Appoint Acting Administrator |
| #21-300 | Appointment of Successor Administrator |

II Ordinances – Introduction

NONE

III Motions

- A. Approve and memorialize request by the Zabriskie House Trustees to post five (5) sandwich board signs on private property advertising their Holiday Open House beginning November 21, 2021, up to and including December 4, 2021.
- B. Approve Request for Proposals and authorize sealed, competitive bidding for Tax Appeal Appraisal Consultant.

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

The Following vote is the vote on the Consent Agenda:

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

9. Adjourn

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

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

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

FORMAL ACTION MAY BE TAKEN DURING THIS MEETING

**TOWNSHIP OF WYCKOFF
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SECOND FLOOR MUNICIPAL COURT ROOM
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Nancy A. Brown
Acting Municipal Clerk

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SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 15, 2021 – 7:00 P.M.**

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

Present: Mayor Melissa D. Rubenstein, Committeemen Thomas J. Madigan, Peter J. Melchionne and Timothy E. Shanley

Also Present: Township Administrator Robert J. Shannon, Acting Municipal Clerk Nancy Brown, Township Attorney Robert Landel and Thomas Garlick, Esq.

Absent: Committeeman Rudolf E. Boonstra

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

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

No one came forward and no phone calls were received.

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

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

1. The Agenda is as posted on the Township website with documents on Friday, November 12, 2021.
2. The addition of a resolution to appoint a successor administrator. Committeeman Madigan requested to review this resolution and consider it separately.

Policy Action Items:

1. The NJDOT Culvert Replacement Project under Route 208 will begin Winter 2022 with an estimated completion date in the Fall 2024.
2. Ordinance #1951 appropriates a \$193,000 grant to improve Grandview Avenue. The ordinance will be further considered on 12/2/21.
3. 2022 is the 96th year since the Township of Wyckoff was founded. Should anyone desire a 100th Anniversary Celebration, a committee could be established to plan such a celebration.

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4. The Stormwater Management Act Element of the Master Plan was approved by the Wyckoff Planning Board on Wednesday, November 10, 2021. The plan is posted on the Township's website.
5. The Court Administrator Shared Service Agreement is effective and the resolution on this evening's Agenda will extend the agreement for three (3) additional years until March 1, 2025.
6. A Joint Insurance Fund (JIF) dividend was received amounting to \$10,637.00 and will be applied to the 2022 assessment. Since Wyckoff joined JIF, \$746,808 of dividends has been returned as tax relief.
7. Eagle Scout candidate Colin Bradley installed 100 fire hydrant stakes to assist firefighters locate fire hydrants in the snow this past Saturday, as his Eagle Scout Community Service Project.

Township Committee Reports:

Timothy Shanley:

1. The Parks and Recreation Advisory Board is meeting this evening.
2. The Junior and Senior Football Team won the Superbowl Championship. Mayor Rubenstein added that the PeeWee Football Team won the Liberty Bowl.

Thomas J. Madigan:

1. Congratulations to both Wyckoff Recreation Football Teams. Thanks to the Ramapo/Indian Hills Regional High School District for the use of their high school football field complex for the championship game.
2. Mr. Madigan visited all four (4) Wyckoff Elementary Schools and distributed dictionaries to the third-grade students in both Wyckoff and Midland Park for the Rotary Club.

Peter Melchionne:

1. Congratulations to the Junior & Senior Football Players for winning the championship.
2. The Wyckoff Board of Health met last week where an ordinance was adopted that increased Board of Health fees.
3. Mr. Melchionne thanked Bob Shannon for his work on the Stormwater Management Act Plan and for attending the Planning Board Meeting to ensure compliance was achieved.

Mayor Rubenstein:

1. The Library Board will meet this week.
2. Congratulations to all three (3) football teams, the cheerleaders, coaches and parents on a great football season.

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SECOND FLOOR MUNICIPAL COURT ROOM
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Adjourn the Open Work Session Meeting at 8:14 p.m.

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



Melissa D. Rubenstein
Mayor



Nancy A. Brown
Acting Municipal Clerk

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 15, 2021**

Attendance

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

Staff Present: Township Administrator Robert J. Shannon, Acting Municipal Clerk Nancy Brown, Township Attorney Robert Landel and Thomas Garlick.

Meeting Open for Public Comment

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

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

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

Approval of the October 29, 2021, November 4, 2021, and November 9, 2021, Special Meeting Minutes and the November 4, 2021, Township Committee Work Session and Regular Business meeting minutes:

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

With an affirmative vote, the motion is approved.

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

I Resolutions (Adoption of the following):

#21-289 Release Performance Cash Surety – Sewer Connection, 721 Hickory Hill Road, Block 442, Lot 13

WHEREAS, Mr. Richard J. Brady, Esq., 112 Franklin Turnpike, Waldwick, New Jersey, 07463, has requested the release of a \$4,500 Performance Cash Surety on behalf of the homeowners, Mr. Nicholas and Mrs. Alissa Tria, 721 Hickory Hill Road, New Jersey 07481 for work performed at 721 Hickory Hill Road; and

WHEREAS, the Township issued a road opening permit for a sewer connection to Mr. Nicholas and Mrs. Alissa Tria, 721 Hickory Hill Road, New Jersey 07481, for sewer work to be completed at 721 Hickory Hill Road; and

WHEREAS, the Township's Engineer, Mr. Mark Di Gennaro, in an email dated November 3, 2021, states that the \$4,500.00 being held as Performance Cash Surety is approved to be released; and

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SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 15, 2021

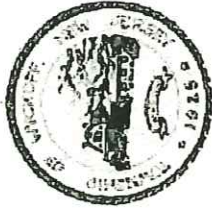
WHEREAS, Mr. Richard J. Brady, Esq., 112 Franklin Turnpike, Waldwick, New Jersey, 07463 posted the following with the Municipal Clerk on January 28, 2020, for sewer connection/road opening permit:

Performance Cash Surety \$4,500.00

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 \$4,500.00 Performance Cash Surety.

BE IT FURTHER RESOLVED, that the Municipal Clerk will forward a copy of this resolution to the Township Engineer, Mr. Mark Di Gennaro, homeowner's to Nicholas and Alissa Tria, 721 Hickory Hill Road, New Jersey 07481, and to Mr. Richard J. Brady, Esq., 112 Franklin Turnpike, Waldwick, New Jersey, 07463.

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SECOND FLOOR MUNICIPAL COURT ROOM
MONDAY, NOVEMBER 15, 2021



WYCKOFF
GARDEN TOWNSHIP NEW JERSEY

TO: Diana McLeod
FROM: Nancy A. Brown

Date: 7-28-20

SUBJECT: STATUS OF DEVELOPERS FUNDS ON DEPOSIT

Please advise as to the following balances:

1. Developer _____

Block 442

Lot 13

Client # Tria

Development Name 721 Hickory Hill

810 - 805
T. 12-56-287

2. Performance Cash \$4,500

Inspection Fees _____

Maintenance Cash _____

Date

4/30/21

Diana McLeod, CFO

[Signature]

Thank you,

Nancy A. Brown

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MONDAY, NOVEMBER 15, 2021**

#21-290 Authorization of Vouchers and Payment of Bills

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff that the action of the said Finance Committee be approved; and, that the payments of these bills are hereby authorized and the Chief Financial Officer is directed to issue checks for their payments as listed on the bill list attached to this date's meeting minutes and covered by checks no. 19899 – 19916 Payroll A/C, Direct Deposit Vouchers no. 15713 - 15786, Library Payroll check nos. 1606 & 1607, Library Direct Deposit Vouchers no. 6720 - 6744, Claims Wire nos. 211104, 211106, 211107 & 211108, check nos. 1166, 1167 & 1168 Accutrack A/C and Claims check nos. 86799 - 86887.

**#21-291 Release Performance Cash Bond & Performance Bond –
DECA Associates, 300 Godwin Ave, Block 219, Lots 17.02 & 18**

WHEREAS, Mr. Erich Kamm, Esq., 9 Greene Way, Oakland, New Jersey, 07436, has requested the release of a \$3,924.00 Performance Cash Surety and a \$35,316.00 Performance Bond on behalf of DECA Associates, LLC. for improvements performed at 300 Godwin Avenue; and,

WHEREAS, DECA Associates, LLC. developed the property at 300 Godwin Avenue and constructed Jersey Mikes on Block 219, Lots 17.02 & 18; and,

WHEREAS, the Township's Consulting Engineer, Mr. Peter Ten Kate, in a letter dated October 6, 2021, states that all site work has been satisfactorily completed in accordance with the approved plans and all required close out documents have been received by the Township; and,

WHEREAS, the Township's Consulting Engineer, Mr. Peter Ten Kate states that the \$3,924.00 being held as Performance Cash Surety is approved to be released; and,

WHEREAS, the Township's Consulting Engineer, Mr. Peter Ten Kate, in a letter dated October 6, 2021, states that the \$35,316.00 being held as Performance Bond is approved to be released; and,

WHEREAS, DECA Associates posted the following with the Municipal Clerk on September 14, 2018, for site improvements:

Performance Cash Surety \$ 3,924.00

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Performance Bond \$35,316.00

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's Consulting Engineer, Mr. Peter Ten Kate to release the \$3,924.00 Performance Cash Surety and the \$35,316.00 Performance Bond.

BE IT FURTHER RESOLVED, that the Municipal Clerk will forward a copy of this resolution to the Township's Consulting Engineer, Mr. Peter Ten Kate and to Mr. Erich Kamm, Esq., 9 Greene Way, Oakland, New Jersey, 07436.

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SECOND FLOOR MUNICIPAL COURT ROOM
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WYCKOFF
GARDEN TOWN IN THE GARDEN STATE
New Jersey

TO: Diana McLeod

Date: 10-22-21

FROM: Nancy A. Brown

SUBJECT: STATUS OF DEVELOPERS FUNDS ON DEPOSIT

Please advise as to the following balances:

1. Developer Decca Associates
- Block 219
- Lot 17.02 & 18
- Client # _____
- Development Name Jersey Mike's
2. Performance Cash 35,316.00 830-670
- Inspection Fees 4,451.40 820-670
- Maintenance Cash _____

Date

10/25/21

Diana McLeod, CFO

SSO

Thank you,

Nancy A. Brown
Nancy A. Brown



BOSWELL ENGINEERING

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS

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

October 6, 2021

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

Attention: Nancy Brown, Township Clerk

Re: Jersey Mike's
Block 219 Lots 17.02 & 18
300 Godwin Avenue
Township of Wyckoff
Our File No. WYES-494

Dear Mayor Rubenstein and Township Committee Members:

Jersey Mike's has requested a release of the Performance Bond posted for the required site improvements of the above referenced site. All the site work has been satisfactorily completed in accordance with the approved plans and they have provided the Township with all the required close out documents.

The Township currently holds the following Performance Guarantees:

Performance Cash Bond	\$ 3,924.00
Performance Bond	<u>\$35,316.00</u>
Total Performance Guarantee	\$39,290.00

It is the recommendation of this office that since the Performance Bond has been held for a period of two (2) years since the site work was accepted that a Maintenance Guarantee not be required to be posted.

We recommend that the Performance Cash Bond and Performance Bond be released by the Township.

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

Very truly yours,

BOSWELL ENGINEERING

Peter C. Ten Kate, P.E.

PCTK/jm

cc: DECA Associates, LLC
Mark DiGennaro, P.E., Township Engineer
Tom Gensheimer, Construction Code Official
Cindy Risseuw, Building Department

RE Boswell -
Jersey Mike's

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#21-292 Return of Certain Overpaid Taxes, Escrow Monies, etc.

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

BUILDING DEPARTMENT:

Virginia Nahas, 194 Levinberg Lane, Wayne, New Jersey 07470 – Refund of overpaid Certificate of Approval – Block 352/Lot 37.01 – 268 Wyckoff Avenue - \$50.00

TAX REFUND:

Mc Carter & English, LLP, 100 Mulberry Street, Newark, New Jersey 07101 – 2018-2019 State Tax Court Judgements – See attached List – Block 449/Lots C164 & C216-C287 - \$58,484.94

BCUW Madeline Housing Partners, LLC, 6 Forest Avenue, #210, Paramus, New Jersey 07652 – Refund of 2021 Taxes due to Tax Exemption Status – Block 238/Lot 2 - \$3,471.82

Law Office of Stephen P. Sinisi, Esq., 2 Sears Drive, 2nd Floor, Paramus, New Jersey 07562 – 2020 State Tax Court Judgement – Block 421.01/Lot 24 – 493 Coudert Place - \$4,123.25

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**McCarte & English, LLP
Four Gateway Center
100 Mulberry Street
Newark, NJ 07101**

2018 State Tax Court					(as billed)		2018	
Name	Address	Original assmnt	Judgment	Reduction	Rate	Tx Credit		
Zier	164 Brewster	1,057,300	917,000	140,300	1.782	2,500.15		
Weinstock	216 Barnstable	763,900	656,000	107,900	1.782	1,922.78		
Dadekian	222 Barnstable	1,026,600	837,000	189,600	1.782	3,378.67		
Brawer	226 Barnstable	778,900	722,500	56,400	1.782	1,005.05		
Bedevian	232 Barnstable	1,033,000	857,000	176,000	1.782	3,136.32		
Schotz	242 Barnstable	989,200	857,000	132,200	1.782	2,355.80		
Edlin	244 Barnstable	778,300	645,000	133,300	1.782	2,375.41		
Anderson	246 Barnstable	785,700	753,800	31,900	1.782	568.46		
Falco LLC	256 Barnstable	754,500	722,500	32,000	1.782	570.24		
Shenkler	272 Barnstable	1,010,300	857,000	153,300	1.782	2,731.81		
A*kins	275 Barnstable	767,300	722,500	44,800	1.782	798.34		
Ante	277 Barnstable	775,700	645,000	130,700	1.782	2,329.07		
Marsh	279 Barnstable	992,600	857,000	135,600	1.782	2,416.39		
Lund	284 Barnstable	729,800	645,000	84,800	1.782	1,511.14		
Krug/Burak	285 Barnstable	762,300	755,500	6,800	1.782	121.18		
Antonelli	286 Barnstable	787,900	753,800	34,100	1.782	607.66		
Cohen	287 Barnstable	767,500	729,000	38,500	1.782	686.07		
				Refund Total		29,014.52		

2019 State Tax Court					(as billed)		2019	
Name	Address	Original assmnt	Judgment	Reduction	Rate	Tx Credit		
Zier	164 Brewster	1,057,300	917,000	140,300	1.810	2,539.43		
Weinstock	216 Barnstable	763,900	656,000	107,900	1.810	1,952.99		
Dadekian	222 Barnstable	1,026,600	837,000	189,600	1.810	3,431.76		
Brawer	226 Barnstable	778,900	722,500	56,400	1.810	1,020.84		
Bedevian	232 Barnstable	1,033,000	857,000	176,000	1.810	3,185.60		
Schotz	242 Barnstable	989,200	857,000	132,200	1.810	2,392.82		
Edlin	244 Barnstable	778,300	645,000	133,300	1.810	2,412.73		
Anderson	246 Barnstable	785,700	753,800	31,900	1.810	577.39		
Falco LLC	256 Barnstable	754,500	722,500	32,000	1.810	579.20		
Shenkler	272 Barnstable	1,010,300	857,000	153,300	1.810	2,774.73		
A*kins	275 Barnstable	767,300	722,500	44,800	1.810	810.88		
Ante	277 Barnstable	775,700	645,000	130,700	1.810	2,365.67		
Marsh	279 Barnstable	992,600	857,000	135,600	1.810	2,454.36		
Lund	284 Barnstable	729,800	645,000	84,800	1.810	1,534.88		
Krug/Burak	285 Barnstable	762,300	755,500	6,800	1.810	123.08		
Antonelli	286 Barnstable	787,900	753,800	34,100	1.810	617.21		
Cohen	287 Barnstable	767,500	729,000	38,500	1.810	696.85		
				Refund Total		29,470.42		

TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
SECOND FLOOR MUNICIPAL COURT ROOM
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#21 -293 Award of Contract P2P Compliance – Mitel Communication Services

WHEREAS, the Public Works Manager has determined a need exists to replace tires on various municipal vehicles; and,

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

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

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

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Wyckoff that the Township Committee authorizes an award of a purchase order to Mitel Cloud Services, Inc., 1146N. Alma School Road, Mesa, Arizona, 85201 for \$7,967.18 amounting to total expenditures of \$24,951.22

BE IT FURTHER RESOLVED, that this contract has been awarded to this contractor based on the merits and abilities of the contractor to provide the goods or service as described herein. This contract was awarded through the alternate method pursuant N.J.S.A. 19:44A-20-4 et seq. As such, the undersigned does hereby attest that these contractors, their subsidiaries, assigned or principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of these one (1) year contracts to any political party committee in the Township of Wyckoff if a member of that political party is serving in an elective public office of the Township of Wyckoff when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Wyckoff when the contract is awarded.

CERTIFICATE OF AVAILABLE FUNDS

I, DIANA MCLEOD, CHIEF FINANCIAL OFFICER OF THE TOWNSHIP OF WYCKOFF IN ACCORDANCE WITH NJAC 5:30-5.5 (B) 2, CERTIFY THAT THIS CONTRACT AWARD IS APPROPRIATED IN 2021 BUDGET ACCOUNT 1-1-31-440. THE BUDGETARY ACCOUNTING ENCUMBRANCE PROCESS AS SET FORTH IN NJAC 5:30 (C) AND 5:30 – 5.4 (B) FOR EACH FISCAL YEAR SHALL TAKE THE PLACE OF AND BE USED INSTEAD OF, WRITTEN CERTIFICATION OF AVAILABLE FUNDS AS SET FORTH IN NJAC 5:30-5.4 (A).

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Vendor Name: Mitel Cloud Services, Inc.
Address: 1146 N. Alma School Road
City: Mesa State: AZ Zip: 85201

[Handwritten signature]

Printed Name Paul Ciaramitaro Title Treasurer

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

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

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing Page #’s
Not applicable

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

Stockholder Partner Member and Corresponding Entity Listed in Part II	Home Address for Individuals or Business Address
Mitel Networks, Inc.	1146 N. Alma School Road, Mesa, AZ 85201

Part IV Certification

I, being duly sworn, upon my oath, hereby represent that the foregoing information contains all attachments thereto to the best of my knowledge are true and complete. I acknowledge that I am authorizing execution of this certification on behalf of the bidder provision that the Township of Wyckoff is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Township of Wyckoff to notify the Township of Wyckoff Township Administration, in writing, of any changes to the information contained herein that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and, if false, I am subject to criminal prosecution under the law and that I will constitute a material breach of my agreement with the Township of Wyckoff pertaining to the Township of Wyckoff to decline any contracts resulting from this certification and any other and unenforceable.

Full Name (Print): Paul Ciaramitaro

Title: Treasurer

Signature:

Date: 11/19/2021

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TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
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#21-294 Adopt a Business Continuity Plan #7060PL

WHEREAS, The Township of Wyckoff is a member of the Bergen County joint Insurance Fund (JIF) and has obtained the highest level of coverage based on risk management precautions and policies; and,

WHEREAS, effective January 1, 2022, Bergen County JIF is requiring new risk management procedures and precautions and offering various level of coverages and deductibles on a sliding scale; and,

WHEREAS, the Township Committee has authorized a project team that has been working to develop a program that is compliant with the JIF Tier 3 Cyber Security Program to provide the greatest level of coverage with the lowest deductible possible; and,

WHEREAS, the Project Team recommends the Township Committee adopt the additional below listed policy to establish cybersecurity procedures and precautions:

- **Business Continuity Plan #7060PL Policy**

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey, that the aforementioned policy is authorized and approved for use to protect the Township of Wyckoff and the Township Administrator is authorized to sign the policies, and

BE IT FURTHER RESOLVED, that this policy shall be disseminated to employees and the Project Team (Task Force) including the Township of Wyckoff's Information Technology Consultant, current year Mayor as governing body cyber security awareness liaison, Municipal Administrator as Compliance Coordinator, CFO as Security Coordinator Police Chief as Police Department Compliance Coordinator, and Sgt. Ferreira as Police Dept. Security Coordinator and they shall all continue to function as a Project Team to address, perform and manage; operational controls, administrative controls (including employee training) and technical controls.

#21-295 Authorized Shared Service – Municipal Court Administrator

WHEREAS, New Jersey's Shared Services Act ("Shared Services Act"), NJSA 40A:65-1 et seq. permits municipalities to enter into agreements for the shared provision of services which a municipality is "empowered to provide or receive within its own jurisdiction"; and,

WHEREAS, the Shared Services Act permits shared use of public employees between municipalities; and,

WHEREAS, the legislative intent of the Shared Services Act is to "facilitate and promote interlocal and regional service agreements" and to interpret the grant of power to municipalities under the Shared Services Act "as broad as is consistent with general law relating to local government"; and,

WHEREAS, the Borough of Glen Rock (Glen Rock) has entered into a shared services agreement in March 2019 for Municipal Court Administrative services with the Township of Wyckoff (Wyckoff) upon the terms and conditions as set forth in the Shared Services Agreement; and,

WHEREAS, Glen Rock and Wyckoff will duly adopt substantially similar resolutions authorizing the shared use of Kimberly Mc Williams, Certified

**TOWNSHIP OF WYCKOFF
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Municipal Court Administrator and Violations Bureau staff, which shared use shall be governed by an agreement unless otherwise superseded by law; and,

WHEREAS, Glen Rock and Wyckoff wish to continue the Municipal Court Administrative Services shared service for an additional three (3) years, commencing March 1, 2022; and,

WHEREAS, the Chief Financial Officer has attached to this resolution a certificate of funds that certifies funding once the AOC approves the shared service agreement in amounts not to exceed \$55,395.00 for the first twelve (12) months consecutive months, \$56,503.00 for the second twelve (12) consecutive months and \$57,633.00 for the third twelve (12) consecutive months.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey that the Shared Service Agreement for Certified Court Administrator Services is approved and the Mayor and Municipal Clerk are authorized to sign the Shared Service Agreement.

BE IT FURTHER RESOLVED, that the Municipal Administrator shall provide the signed copies of the agreement to the Borough of Glen Rock Administrator for transmission to the Bergen County Vicinage for approval from the Municipal Division Manager and the Bergen County Assignment Judge.

CERTIFICATE OF AVAILABLE FUNDS

I, DIANA MC LEOD, CHIEF FINANCIAL OFFICER OF THE TOWNSHIP OF WYCKOFF IN ACCORDANCE WITH NJAC 5:30-5.5(B)2 CERTIFY THAT THIS CONTRACT AWARD WHICH WOULD TAKE PLACE ON JANUARY 1, 2022, IS SUBJECT TO THE AVAILABILITY OF FUNDS APPROPRIATED IN THE 2022 ANNUAL BUDGET ACCOUNT 2-1-43-490-020 AND SUBSEQUENT ANNUAL BUDGETS AS REQUIRED. THE BUDGETARY ACCOUNTING ENCUMBRANCE PROCESS AS SET FORTH IN NJAC 5:30 (C) AND 5:30 -5.4 (B) FOR EACH FISCAL YEAR SHALL TAKE THE PLACE OF AND BE USED INSTEAD OF, WRITTEN CERTIFICATION OF AVAILABLE FUNDS SET FORTH IN NJAC 5:30-5.4 (A).

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UNIFORM SHARED SERVICES AND CONSOLIDATION ACT AGREEMENT

BETWEEN

**THB BOROUGH OF GLEN ROCK AND
THE TOWNSHIP OF WYCKOFF
FOR THE SHARED USE OF THE
BOROUGH OF GLEN ROCK MUNICIPAL
CERTIFIED COURT ADMINISTRATOR SERVICES**

WHEREAS, the governing bodies of Glen Rock and Wyckoff are authorized to enter into this Agreement with each other pursuant to the Uniform Shared Services and Consolidation Act, (Shared Services Act) N.J.S.A. 40A:65-1, et. seq. in accordance with the terms of that Act.

WHEREAS, the Shared Services Act permits shared use of public employees between municipalities; and

WHEREAS, the legislative intent of the Shared Services Act is to "facilitate and promote interlocal regional service agreements" and to interpret the grant of power to municipalities under the Shared Services Act "as broad as is consistent with general law relating to local government"; and

WHEREAS, the Borough of Glen Rock (Glen Rock) has agreed to share the services of the Municipal Court Administrator with the Township of Wyckoff (Wyckoff) upon the terms and conditions set forth herein; and

WHEREAS, Glen Rock and Wyckoff will duly adopt substantially similar resolutions authorizing the shared use of Kimberly McWilliams, Municipal Court Administrator and Violations Bureau staff, which shared use shall be governed by this agreement unless otherwise superseded by law; and

WHEREAS, there will be no sharing of revenue between Glen Rock and Wyckoff and the Glen Rock and Wyckoff Municipal Courts will continue to account and deposit their revenues in the same manner as currently occurs; and

WHEREAS, Glen Rock's records shall be maintained separately from Wyckoff's records and vice versa. All records are confidential unless otherwise determined by State laws, and access will only be given to authorized Glen Rock and Wyckoff Municipal Court staff and/or AOC personnel in accordance with applicable State laws and /or AOC guidelines; and

WHEREAS, the Certified Municipal Court Administrator shall keep separate records and bank accounts for Wyckoff. Wyckoff shall manage and pay for a yearly audit for the books of the Wyckoff Municipal Court, which audit shall be prepared generally in accordance with the requirements of the Local Fiscal Affairs Law, N.J.S.A. 40A:54, et. seq; and

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WHEREAS, insurance coverage shall be obtained by Wyckoff that protects the Municipal Court Administrator, Glen Rock shared support staff and Borough of Glen Rock from claims arising out of, but not limited to, bodily injury, property damage, personal injury, or civil rights violations, and all such other coverage as may be necessary. The coverage may be provided either through policies issued to Wyckoff now through the Bergen Joint Insurance Fund and/or through additional policies issued to the Glen Rock Municipal Court.

WHEREAS, Glen Rock shall continue to provide liability insurance which protects Glen Rock's employees and/or facilities and covers Glen Rock's personnel when they are in Wyckoff for municipal court business, including traveling to and from Glen Rock for Wyckoff's municipal court business. The parties to this Agreement recognize the Shared Municipal Court Staff are exclusively Glen Rock employees. Glen Rock shall obtain and pay for the statutory bond for the Municipal Court Administrator.

WHEREAS, whenever pursuant to the terms of this Agreement, written notice is required or permitted to be given by one party to the other party, such notice shall be deemed to have been sufficiently given if personally delivered to the appropriate parties listed below or if mailed by way of certified or registered mail, return receipt requested and addressed to the party to whom notice is to be given, as set forth below:

Glen Rock Municipal Clerk
1 Harding Plaza
Municipal Building
Glen Rock, New Jersey 07452

Wyckoff Municipal Clerk
340 Franklin Avenue
Wyckoff, New Jersey 07481

WHEREAS, in the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, or if the laws of the State of New Jersey relied upon to enter this Agreement or amend it to forbid such Agreements, all other sections of this Agreement shall remain in full force and effect; and

WHEREAS, this Agreement may be modified from time to time by mutual agreement and authorizing resolutions of the respective municipalities; and

NOW, THEREFORE, Glen Rock and Wyckoff agree as follows: The Borough of Glen Rock agrees to provide the Certified Municipal Court Administrator and all support staff services necessary for the operation of the Township of Wyckoff Municipal Court. The Borough of Glen Rock shall be the employer of the Court Administrator and all shared support staff and shall be responsible for the payment of salaries and benefits and for ensuring that all appropriate tax, payroll, benefit, pension and similar deductions are made.

TOWNSHIP OF WYCKOFF
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- A. The Borough of Glen Rock and the Township of Wyckoff shall mutually agree that the Certified Municipal Court Administrator and other shared support staff shall have, possess and be able to exercise all functions, powers, duties and jurisdiction of a municipal court prescribed by N.J.S.A. 2B: 12-1, its amendments and supplements. This includes staffing the court sessions. The Borough of Glen Rock shall have the responsibility to ensure that applicable AOC and other standards are met by its appointees and/or employees regarding the level and quality of performances required of each appointee and/or employee.
- B. During the term of this three (3) year Agreement, the Township of Wyckoff shall pay the Borough of Glen Rock those costs that are currently estimated and include as follows on an annual basis as indicated: \$55,395.00 for the first twelve (12) consecutive months, \$56,503.00 for the second twelve (12) consecutive months, and \$57,633.00 for the third twelve (12) consecutive months. Borough of Glen Rock shall be designated as the primary employer (host), pursuant to N.J.S.A. 40A:65-6. Payments shall be made by Township of Wyckoff to Borough of Glen Rock quarterly commencing once approved by the AOC consisting of $\frac{1}{4}$ of each twelve (12) month cost.
- C. The Township of Wyckoff shall utilize the Borough of Glen Rock Municipal Court Violations Bureau to conduct all activities related to the daily operation of the Township of Wyckoff Municipal Court. The Township of Wyckoff shall provide the Borough of Glen Rock with compensation for this shared service as provided in item B above.
- D. The Borough of Wyckoff Municipal Court sessions shall be scheduled 2 to 3 per month plus special sessions as deemed necessary by the Municipal Court Judge. The daily hours of the Municipal Court Administrator and support staff shall be as otherwise jointly agreed to by the Borough of Glen Rock and the Township of Wyckoff in writing, in consultation with the respective Municipal Court judges, The Bergen County Vicinage Municipal Division and Assignment Judge for the Superior Court of New Jersey, Bergen County.
- E. This Agreement does not alter the identities of the Borough of Glen Rock and the Township of Wyckoff Municipal Courts. The Township of Wyckoff's records, revenues, fees and fines shall be retained by the Township of Wyckoff and administered, reported, deposited and audited separately from the Borough Glen Rock and the same shall apply to the Borough of Glen Rock.
- F. The Township of Wyckoff and the Borough of Glen Rock shall review the status of the arrangement quarterly by telephone conference. Either municipality may cancel and void this agreement upon six (6) months written notice to the other party.

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- G. The Township of Wyckoff and the Borough of Glen Rock, after the completion of the second year shall have the option to negotiate a two-year extension of this agreement on terms mutually acceptable to both the Borough of Glen Rock and the Township of Wyckoff.
- H. Effective date shall be after the approval of the Assignment judge of Bergen County and passage of resolutions by the Borough of Glen Rock and the Township of Wyckoff, as well as execution of this Agreement by Mayor and Clerk of each municipality.
- I. This Agreement contains the complete understanding between the parties and no other promises or agreements shall be binding unless signed by the parties. In signing this Agreement, the parties are not relying on any fact, statement or assumption not set forth in this Agreement. By signing below, the authorized representatives for Glen Rock and Wyckoff indicate that they have carefully read and understand the terms of this Agreement, enter into this Agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions without exception.

For the Borough of Glen Rock

Kristine Morieko, Mayor

Jacqueline Scalia, Municipal Clerk

For the Township of Wyckoff

Melissa D. Rubenstein, Mayor

Nancy A. Brown, Acting Municipal Clerk

Effective Term Agreement: January 1, 2022-December 31, 2024

TOWNSHIP OF WYCKOFF
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#21-296 Authorized Shared Service – Bloodborne Pathogen Compliance

WHEREAS, the Township of Wyckoff is required to comply with the unfunded mandate for bloodborne pathogen training and record keeping; and,

WHEREAS, Bergen County provides a bloodborne pathogen compliance program; and,

WHEREAS, the Township Committee desires to contract with Bergen County for this mandate compliance; and,

WHEREAS, the contract with Bergen County requires the municipality to pay \$25.00 per each trained employee for bloodborne pathogen training services and administrative costs; and,

WHEREAS, in accordance with NJSA 40A:11-15 this contract award is subject to the availability and appropriation of sufficient funds in 2022 & 2023.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey that a two (2) year contract with Bergen County is authorized for Bergen County to assist the Township achieve bloodborne pathogen compliance. The Mayor and Municipal Clerk are authorized to sign the contract.

CERTIFICATION

I, DIANA MC LEOD, CHIEF FINANCIAL OFFICER FOR THE TOWNSHIP OF WYCKOFF HEREBY CERTIFY THAT THE AVAILABILITY OF THESE FUNDS ARE SUBJECT TO THE 2022 ANNUAL APPROPRIATION IN THE 2022 & 2023 MUNICIPAL BUDGET.

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TWP. OF WYCKOFF

DEC 27 2021

MUNICIPAL CLERK



COUNTY OF BERGEN

DEPARTMENT OF HEALTH SERVICES

One Bergen County Plaza – 4th Floor – Hackensack, NJ 07601-7076
(201) 634-2600 • FAX (201) 336-6086
www.bergenhealth.org
healthdept@co.bergen.nj.us

James J. Tedesco III
County Executive

Hansel F. Asmar
Director/Health Officer

December 17, 2021

Township of Wyckoff
Nancy Brown, Acting Borough Clerk
340 Franklin Avenue
Wyckoff, NJ 07481

RE: Agreements for Public Health Shared-Services- Bloodborne Pathogen

Enclosed please find two executed copies of the aforementioned agreement for your files.
Should you need additional information, please free to contact me at extension 2617.

Regards,

A handwritten signature in cursive script, appearing to read "Janice Anzevino".

Janice Anzevino
Administrative Assistant

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2022-2023

BERGEN COUNTY DEPARTMENT
OF HEALTH SERVICES
AGREEMENT FOR BLOODBORNE
PATHOGEN PROGRAM
FOR THE
TOWNSHIP OF WYCKOFF

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE REGULAR BUSINESS MEETING
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BLOODBORNE PATHOGEN PROGRAM AGREEMENT

TOWNSHIP OF WYCKOFF

THIS AGREEMENT ("Agreement") made and entered into this 1st day of January, 2022 ("Effective Date"), is by and between the County of Bergen, Department of Health Services, which has offices located at One Bergen County Plaza, City of Hackensack, County of Bergen, State of New Jersey (hereinafter referred to as the "BCDHS") and the Township of Wyckoff which has offices located at 340 Franklin Ave, Wyckoff, County of Bergen State of New Jersey (hereinafter referred to as the "Municipality").

WHEREAS, the Municipality, through the provisions of N.J.S.A. 26:3A2-I et seq. desires to contract for the furnishing of health services of a technical and professional nature, requires the regular services of a Bloodborne Pathogen Compliance Coordinator and Trainer; and

WHEREAS, Bergen County Resolution # 730-21 as adopted by the Bergen County Board of Commissioners, dated September 1, 2021 authorizes the County Executive to enter into an agreement with the Township of Wyckoff; and

WHEREAS, the BCDHS is experienced in the provision of Bloodborne Pathogen Compliance Programs;

NOW, THEREFORE, IT IS AGREED by and between the Municipality and the BCDHS as follows:

- I. **APPOINTMENT.** The BCDHS is hereby appointed and retained as Bloodborne Pathogen Compliance Coordinator and Trainer for the Municipality.
- II. **TERM,** The term of this Agreement shall commence on January 1, 2022 and shall continue in accordance with the terms, and conditions of this Agreement, terminating on December 31, 2023.
- III. **TERMINATION OF AGREEMENT.** The BCDHS may terminate this Agreement, at any time during the term thereof, by giving of thirty (30) days written notice, setting forth the cause or causes for termination to the MUNICIPALITY.

The Municipality may terminate this Agreement, at any time during the term thereof, by the giving of thirty (30) days written notice, setting forth the cause or causes for termination to the BCDHS.

The BCDHS may terminate this Agreement, at any time during the term thereof, if the Municipality contracts with another independent contractor, in addition to BCDHS, to provide any of the services as described in this Agreement. The Municipality cannot selectively remove services and claim a deduction for training with another independent contractor.

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- IV. **NEW JERSEY LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of New Jersey.
- V. **BINDING ON SUCCESSORS AND ASSIGNS.** Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors, and assigns.
- VI. **MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Municipality and the BCDHS.
- VII. **ENTIRE AGREEMENT.** This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.
- VIII. **NO WAIVER.** No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision, or condition by either party, or justify or authorize the non-observance of any other occasion of the same or any other term, provision, or condition of this Agreement by either party.
- IX. **PARTIAL INVALIDITY.** If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unforeseeable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unforeseeable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the BCDHS to the Municipality.
- X. **CAPTIONS.** The captions and paragraph headings contained in this Agreement are solely for the purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.
- XI. **NO ASSIGNMENT.** This Agreement shall not be assigned by the BCDHS without the specific written consent of the Municipality.
- XII. **INSURANCE.** Except where elsewhere provided within, BCDHS shall provide upon request, at its own cost and expense, proof of the following insurance to the Municipality:
- A. Workers' Compensation: Statutory - in compliance with the Compensation Law

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of the State of New Jersey;

- B. General Liability: Minimum limit of liability, per occurrence, for bodily injury of \$1,000,000 and minimum limit of liability of \$250,000 for property damage;
- C. Automobile Liability: Minimum limit of liability, per occurrence, for bodily injury of \$1,000,000 and a minimum limit of liability of \$250,000 for property damage. Insurance coverage for owned, hired, and non-owned automobiles; and
- D. Errors and Omissions: Minimum limit of liability of \$1,000,000 per occurrence.
Failure by the BC DHS to supply such written evidence shall result in default;
The insurance companies for the above coverage must be licensed, solvent, and acceptable to the Municipality. BCDHS shall not take any action to cancel or materially change any of the above insurance required under this Agreement without Municipality approval. Maintenance of insurance under this session shall not relieve BCDHS or any liability greater than the insurance coverage.

XIII. **INDEPENDENT CONTRACTOR STATUS.** The BCDHS at all times shall be an independent contractor, and employees of BCDHS shall in no event be considered employees of the Municipality. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance hereunder.

XIV. **INDEMNIFICATION AND HOLD HARMLESS.** BCDHS shall indemnify and hold harmless the Municipality from any and all claims, suits, demands, damages, charges, liabilities, losses, cost, and expenses arising out of the activities of the BCDHS, its employees and agents in connection with all activities undertaken by the BCDHS, pursuant to this Agreement. It is the intention of the parties that any claim for relief or any type being asserted against the Municipality, based upon any act or omission of the BCDHS, its affiliates and successors, shall not be the responsibility of the Municipality, and the BCDHS shall hold the Municipality harmless from same;

The Municipality shall indemnify and hold harmless the BCDHS from any and all claims, suits, damages, charges, liabilities, losses, costs, and expenses arising out of the activities of the Municipality, its employees, and agents, in connection with all activities undertaken by the Municipality pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the BCDHS based upon any act or mission of the Municipality, shall not be the responsibility of the BCDHS, and the Municipality shall hold the BCDHS harmless from same;

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XV. OWNERSHIP OF RECORDS.

- A. All software and hardware supplied by the BCDHS used to manage the Municipality's program are understood as being and shall remain the property of the BCDHS.
- B. All records and data relating to the Municipality shall belong to the Municipality, and a complete and current copy of all such data and records shall be supplied upon the request of the Municipality.
- C. All records and data relating to the Municipality shall be surrendered to the Municipality upon expiration of the term covered by this Agreement or other termination of this Agreement.
- D. BCDHS will maintain training records for periodic electronic transfer to Municipality. The Municipality will then maintain the electronically transferred training records for three (3) years from the training day as stated in the NJ PEOSH (Public Employees Occupational Safety and Health) Bloodborne Pathogen Standard, 29 CFR 1910.1030 (all further reference to this law will be referred to as the NJ PEOSH Standard). The municipality is solely responsible for the records of employees trained elsewhere.
- E. Information released to the BCDHS by the Municipality for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

XVI. NOTICE. Notice under this Agreement shall be sent to:

Bergen County Department of Health Services
One Bergen County Plaza, 4th floor
Hackensack, NJ 07652
Township of Wyckoff
and

340 Franklin Ave

Wyckoff, NJ 07481-2060

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XVII. BLOODBORNE PATHOGEN TRAINING SERVICES.

- A. The BCDHS agrees to provide the following Bloodborne Pathogen Training Services:
1. Identify and provide a Bloodborne Pathogen Compliance Coordinator to support the Municipality for program training management.
 2. Provide annual Bloodborne Pathogen Training access to all at-risk employees. Supplemental classroom instruction at One Bergen County Plaza, Hackensack, NJ will resume when it has been determined that the COVID-19 pandemic no longer poses a concern to indoor group settings.
 3. Assure the online training course and supplemental in-person trainings are in compliance with current standards, objectives, and regulations as per the NJ PEOSH Standard.
 4. Provide the electronic record keeping for the Municipality and periodically forward updated rosters to the Municipality's Bloodborne Pathogen Compliance Officer. This electronic record will list trained employees and those in need of training.
- B. The Municipality agrees to comply with the following:
1. Identify a Compliance Officer to serve as the designated primary Bloodborne Pathogen Training contact for the BCDHS to review and become familiar with the applicable components of the Bloodborne Pathogen Program.
 2. Ensure that a copy of the Bloodborne Pathogen Exposure Control Plan is accessible for all employees.
 3. Ensure that at-risk employees for occupational exposure to bloodborne pathogens are identified and notify BCDHS of those employees that are in need of training.
 4. Provide BCDHS written notice upon the termination of previously trained employees within thirty (30) days.
 5. Provide BCDHS written notice within thirty (30) days of employees that have been re-assigned to job classifications that do not have risks of occupational exposure to bloodborne pathogens; thereby omitting the need for future training.

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6. Maintain the electronic records provided by BCDHS for Bloodborne Pathogen Training in accordance with the NJ PEOSH Standard.

XVIII. BLOODBORNE PATHOGEN ADMINISTRATIVE SERVICES (ELECTIVE)

- A. The BCDHS shall provide the following Bloodborne Pathogen Administrative Services:

1. Assist in the development and review of the Bloodborne Pathogen Program.
2. Facilitate Exposure Control Plan (ECP).
 - Development
 - Update
 - Consultation
3. Assist in the determination of at-risk job classifications with bloodborne pathogen exposures.
4. Provide the resources necessary to obtain the appropriate safety equipment to reduce the risk of exposure to affected employees.
5. Provide post exposure support, guidance, and counseling.
6. Monitoring and follow-up for NJ PEOSH Compliance.
7. Conduct site visits upon request by Municipality to assure compliance with the NJ PEOSH Standard.
8. Act as a resource to the Bloodborne Pathogen Program.

- B. The Municipality agrees to comply with the following:

1. Identify a Compliance Officer to serve as the designated primary bloodborne pathogen contact for the BCDHS.
2. Ensure that a copy of the Bloodborne Pathogen Exposure Control Plan (ECP) is accessible for all employees.
3. Ensure that employees that are at-risk for occupational exposure to bloodborne pathogens are identified and managed in accordance with the NJ PEOSH Bloodborne Pathogen Standard.
4. If the Administrative Services option is selected, provide BCDHS written notification of employees trained elsewhere within thirty (30) days for billing purposes and maintain records of said employees.

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5. Advocate Hepatitis B vaccination series for at-risk employees and maintain medical records in accordance with the NJ PEOSH Standard.
6. Maintain records for all employees that have waived their right to receive the Hepatitis B vaccine series.
7. Maintain records of exposure as required by the NJ PEOSH Standard.
8. The Municipality is responsible for the annual review and update of the Bloodborne Pathogen Standard Exposure Control Plan in order to evaluate its effectiveness.

XIX. COMPENSATION. (Two Elements)

A. TRAINING SERVICES

The Municipality shall pay \$15.00 per each trained employee for these above-mentioned bloodborne pathogen training services.

B. ADMINISTRATIVE SERVICES

The Municipality shall pay \$10.00 per each trained employee for these above-mentioned Bloodborne Pathogens Administrative Services.

The BCDHS shall invoice the Municipality for trainings and administrative services according to the following schedule:

1. Bloodborne Pathogen Training and/or Administrative Services rendered January 1st to May 31st, 2022 will be invoiced June 2022 with payment due by July 15th, 2022
2. Bloodborne Pathogen Training and/or Administrative Services rendered June 1st to October 31st, 2022 will be invoiced November 2022 with payment due by December 1st, 2022
3. Bloodborne Pathogen Training and/or Administrative Services rendered November 1st to December 31st, 2022 will be invoiced January 2023 with payment due by February 1st, 2023
4. Bloodborne Pathogen Training and/or Administrative Services rendered January 1st to May 31st, 2023 will be invoiced June 2023 with payment due by July 15th, 2023
5. Bloodborne Pathogen Training and/or Administrative Services rendered June 1st to October 31st, 2023 will be invoiced November 2023 with payment due by December 1st, 2023

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6. Bloodborne Pathogen Training and/or Administrative Services rendered November 1st to December 31st, 2023 will be invoiced January 2024 with payment due by February 1st, 2024

Furthermore, this payment schedule is subject to any rules and regulations promulgated by the Department of Insurance and the Department of Community Affairs.

- XX. **BCDHS Representative.** BCDHS's representative is **Hansel F. Asmar**, Director/Health Officer. The BCDHS shall not permanently change its designated representative without written notification of the Municipality.

IN THE WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested pursuant to duly adopted resolutions of the governing bodies, passed for that purpose.

Township of Wyckoff
NAME OF MUNICIPALITY
SIGNATURES BELOW:

PLEASE PLACE MUNICIPALITY SEAL OVER SIGNATURE:

- ☐ We agree to contract for BBP Training.
☒ We agree to contract for BBP Training and the BBP Administrative Elective.

ATTESTING SIGNATURE:

By: Mary A. B...

Title: Acting Municipal Clerk

Date: 11.15.21

AUTHORIZED SIGNATURE:

By: [Signature]

Title: Mayor

Date: 11.15.21

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COUNTY OF BERGEN
SIGNATURES BELOW:

ATTESTING SIGNATURE:

By: Veronica Pale

Title: Clerk

Date: 12.13.2021

AUTHORIZED SIGNATURE:

By: James J. Tedesco, III

County Executive


Or: Thomas J. Duch, Esq.
County Administrator/ County Counsel

Date: 12/13/2021

**TOWNSHIP OF WYCKOFF
COUNTY OF BERGEN
STATE OF NEW JERSEY
RESOLUTION #21-296**

Nancy A. Brown
MUNICIPAL CLERK

INTRODUCED: Shanley

MEETING DATE: November 15, 2021

VOTE: BOONSTRA ✓ MADIGAN ✓ MELCHIONNE ✓ RUBENSTEIN ✓ SHANLEY ✓

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey that a two (2) year contract with Bergen County is authorized for Bergen County to assist the Township achieve bloodborne pathogen compliance. The Mayor and Municipal Clerk are authorized to sign the contract.

I, NANCY A. BROWN, ACTING MUNICIPAL CLERK OF THE TOWNSHIP OF WYCKOFF, CERTIFY THE ABOVE TO BE A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COMMITTEE ON NOVEMBER 15, 2021.


NANCY A. BROWN
ACTING MUNICIPAL CLERK

I, DIANA MC LEOD, CHIEF FINANCIAL OFFICER FOR THE TOWNSHIP OF WYCKOFF, HEREBY CERTIFY THAT THE AVAILABILITY OF THESE FUNDS ARE SUBJECT TO THE 2022 ANNUAL APPROPRIATION IN THE 2022 & 2023 MUNICIPAL BUDGET.


DIANA MC LEOD
CHIEF FINANCIAL OFFICER

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COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 891-21

Agenda: 10/20/2021

Health Services

Meeting Date: 10/20/2021

Purpose: Shared Service Agreements - Bloodborne Pathogen Compliance Program

Prepared By: AN

Sponsored by the Body as a Whole that this Resolution be passed. The motion passed by the following vote:

Yes: 6 - Vice Chairwoman Silna Zur, Chairwoman Pro Tempore Voss, County Commissioner Amoroso, County Commissioner Hache Sr., County Commissioner Ortiz, and County Commissioner Sullivan

Absent: 1 - Chairman Tanelli

I, Lara Rodriguez, Clerk, Board of County Commissioners, certify that this is a true copy of Resolution No. 891-21, passed by the BOARD OF COUNTY COMMISSIONERS on 10/20/2021.

Lara Rodriguez

Attest:

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COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 891-21

Agenda: 10/20/2021

**BERGEN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION**

WHEREAS, Municipalities located within the County of Bergen desire to enter into shared-services agreements with the Bergen County Department of Health Services for the furnishing of health services of a technical and professional nature by the County for the **Bloodborne Pathogen Compliance Program** for the period **January 1, 2022** through **December 31, 2023** for a consideration to be agreed upon between the County and the individual municipality; and

WHEREAS, the Coordinator for the Department of Health will assure compliance for each participating municipality in accordance with Public Employees Occupational Safety and Health (P.E.O.S.H.) as follows: Exposure Control Plan Development; Training Programs and Record/Report Generation Retention; and

WHEREAS, the Uniform Shared Services Act (USSA), N.J.S.A. 40A:65-1 was passed in an effort to encourage and ease the sharing of services by creating alternate methods for formation of commissions dedicated to analyzing the practicality of sharing services between governing bodies; and

WHEREAS, there is no cost to the County by entering into Bloodborne Pathogen Shared Service Agreements with municipalities;

NOW, THEREFORE, BE IT RESOLVED, on behalf of the County of Bergen, the Board of Commissioners authorize the Bergen County Department of Health Services to enter into shared-services agreements in a form acceptable to County Counsel for the provision of the **Bloodborne Pathogen Compliance Program** for the period **January 1, 2022** through **December 31, 2023** for a consideration to be agreed upon between the County and the individual municipality.

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BE IT FURTHER RESOLVED, that the County Executive or his designee be and is hereby authorized to execute the aforesaid contract and any other related documents necessary to effectuate the intent and purpose of the contract in a form to be approved by County Counsel.

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#21-297

Transfer of Funds

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

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Wyckoff that the transfer of the following funds is hereby authorized and directed:

From:

DPW Vehicle	26-315-020	OE	10,000
Electricity	31-430-000	OE	5,000
Gasoline	31-460-000	OE	5,000
Fire Hydrants	31-448-000	OE	6,000
Recreation	28-370-000	OE	12,000
Health Benefits	23-220-000	OE	10,000
			<u>\$48,000</u>
			=====

To:

Fire Vehicle Main	26-317-020	OE	8,000
Telephone	31-440-000	OE	12,000
Park Main	28-375-000	OE	8,000
Street Lighting	31-435-000	OE	10,000
B&G	26-310-000	OE	10,000
			<u>\$48,000</u>
			=====

#21-298

Authorize Change Order #1 – Shade Tree Contract

WHEREAS, the Township Committee of the Township of Wyckoff has awarded a contract for semi-annual right-of-way tree service to the lowest bidder – Downes Tree Service, Inc., 65 Royal Avenue, Hawthorne, New Jersey 07506 via Resolution #21-251, dated August 17, 2021 for \$44,630; and,

WHEREAS, the Township Administrator has filed with the Township Committee, in accordance with a recommendation from the DPW Manager, a written request for a change order in accordance with NJAC 5:34-4.4 prior to the adoption of this resolution; and,

WHEREAS, the Chief Financial Officer has attached a Certificate of Available Funds indicating that funds are available in the attached accounts; and,

WHEREAS, the Township Attorney has reviewed this information and NJAC 5:34-4 and recommends the Township Committee adopt this resolution as for form and procedure.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey that the Change Order is hereby authorized in the amount of \$5,350 or 11.98% for a total contract cost of \$49,980.

BE IT FURTHER RESOLVED that the attached amandatory contract be approved.

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CERTIFICATE OF AVAILABLE FUNDS

I, DIANA MCLEOD, CHIEF FINANCIAL OFFICER OF THE TOWNSHIP OF WYCKOFF IN ACCORDANCE WITH NJAC 5:30-5.5 (b) 2 CERTIFY THAT THIS CONTRACT AWARD WHICH WOULD TAKE PLACE ON NOVEMBER 15, 2021, AND IS SUBJECT TO THE AVAILABILITY OF FUNDS APPROPRIATED IN THE 2021 BUDGET ACCOUNT NUMBER 1-01-26-292-020 AND SUBSEQUENT ANNUAL BUDGETS AS REQUIRED. THE BUDGETARY ACCOUNTING ENCUMBRANCE PROCESS AS SET FORTH IN NJAC 5:30 (c) AND 5:30 – 5.4 (b) FOR EACH FISCAL YEAR SHALL TAKE THE PLACE OF AND BE USED INSTEAD OF WRITTEN CERTIFICATION OF AVAILABLE FUNDS AS SET FORTH IN NJAC 5:30-5.4 (a).

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Robert J. Shannon, Jr.
Township Administrator

TOWNSHIP OF WYCKOFF --- MEMORANDUM

TO: Township Committee

FROM: Robert J. Shannon, Jr. Township Administrator

DATE: November 12, 2021

RE: CHANGE ORDER #1 -SEMI-ANNUAL TREE SERVICE IN THE TOWNSHIP OF WYCKOFF

This report is provided to the Township Committee to satisfy NJAC 5:34-4.4 for authorization of Change Order #1 for the provision of tree service on trees in the Township of Wyckoff right-of-way.

1. Change Order #1 is \$5,350.00 or a 11.89% increase in the total contract award of \$44,630. to Downs Tree Service, INC. on August 17, 2021.
2. The change order was requested by the Township. The Public Manager advises the need for the change order is essentially; required to add additional tree work which was not known at the time of the bid. Typically, when the tree vendor is performing work in neighborhoods, residents request work on right-of-way trees. As it relates to the work performed in change order #1, the DPW determined that this tree work was such that it was prudent to add it to the contract due to exigencies and economies of scale with the tree vendor already on site.
3. The amount is the permitted the 20% change order threshold.

It is the recommendation of the DPW Manager and I that this change order may be approved pursuant to NJAC 5:34-4.4.


Robert J. Shannon, Jr.
Township Administrator


Scott Fisher
Public Works Manager

RJS:cw

Cc: Robert E. Landel, Township Attorney
Scott Fisher, Public Works Manager

SERVICE IS OUR PRODUCT

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AMENDATORY CONTRACT

between

TOWNSHIP OF WYCKOFF
Memorial Town Hall
340 Franklin Avenue
Wyckoff, NJ 07481

and

Downes Tree Service, Inc.
65 Royal Ave.
Hawthorne, NJ 07506

WHEREAS,

both parties have signed a contract dated August 17, 2021 for \$44,630.00 tree service on right-of-way trees in the Township of Wyckoff,

WHEREAS,

the Township desires to increase said contract by 11.89% or \$5,350.00, resulting in a final contract of \$49,980.00, and

WHEREAS,

both parties affix their signatures and seals to attest to this contract revision.



Nancy A. Cole, Acting Municipal Clerk



Township of Wyckoff
Melissa Rubenstein, Mayor



Witness



Downes Tree Service, INC.
Peter Slump, Manager

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#21-299

Appoint Acting Administrator

WHEREAS, the Township Committee desires to appoint the Acting Municipal Clerk, Nancy A. Brown, as the Acting Wyckoff Municipal Administrator for the period before the successor Administrator begins employment for continuity in 2022.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey, that the Acting Municipal Clerk, Nancy A. Brown, is appointed Acting Municipal Administrator effective January 1, 2022, through February 28, 2022, and,

BE IT FURTHER RESOLVED, that the Acting Municipal Clerk shall provide a copy of this resolution to the Chief Financial Officer and Payroll Control Officer.

BE IT FURTHER RESOLVED, that the Payroll Control Officer shall adjust the Acting Clerk's Salary from January 1, 2022 through February 28, 2022 with \$1,000.00 additional income per paycheck for serving as Acting Municipal Administrator in accordance with Chapter 5 of the Code of the Township of Wyckoff.

II Ordinances – Introduction

NONE

III Motions

A. Approve and memorialize request by the Zabriskie House Trustees to post five (5) sandwich board signs on private property advertising their Holiday Open House beginning November 21, 2021, up to and including December 4, 2021.

B. Approve Request for Proposals and authorize sealed, competitive bidding for Tax Appeal Appraisal Consultant.

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

The Following vote is the vote on the Consent Agenda:

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

With an affirmative vote, the motion is approved.

Resolution Considered Separately (Not on Consent Agenda)

Mr. Madigan: I'd like to thank the Personnel Committee for their hard work. Thanks also go to all members of governing body because there's been a lot of time, effort, and thought going into this. I'm so happy that we're going to be beginning a new journey with a very capable and talented young man.

Mr. Melchionne: We will do a formal introduction of our new administrator at a later time, but as Tom mentioned, Rudy and I are on the Personnel Committee. I can confirm that a lot of time has been spent to find not just a new Administrator, but the right Administrator. We will have some formal introductions coming up.

Mr. Boonstra: I would like to reiterate what I've said numerous times throughout this entire process. I've been here quite a few years, and this is the most important decision that I've ever made. It's probably the most important decision

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that this governing body will make in decades, quite honestly. I'd like to thank everyone for their cooperation.

Mayor Rubenstein: A copy of the signed agreement will be emailed to the candidate and a hard copy will be mailed. The Personnel Committee will put together a Press Release since our decision is now official.

#21-300 Appointment of Successor Administrator

WHEREAS, the current Municipal Administrator is retiring on December 31, 2021, after 37 years of service to the Wyckoff taxpayers; and,

WHEREAS, after a robust advertising effort, interviews and finalist interviews, the Township Committee will select a successor Administrator; and,

WHEREAS, the Township Committee desires to appoint Matthew Cavallo to the position of Municipal Administrator for the Township of Wyckoff effective March 1, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey, that Matthew Cavallo is appointed as Wyckoff Municipal Administrator effective March 1, 2022, in accordance with the terms of the draft employment contract prepared by the Township Attorney and distributed to the Township Committee.

BE IT FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute such employment agreement between the Township Committee and Mr. Cavallo.

BE IT FURTHER RESOLVED, that the Acting Municipal Clerk shall provide a copy of the resolution and contract to Mr. Cavallo, the Payroll Control Clerk and the Chief Financial Officer.

Chair: May I have a motion and a second to consider resolution #21-300 Appointment of Successor Administrator, separately?

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

With an affirmative vote, the motion is approved.

Meeting was adjourned at 8:09pm

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

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

With an affirmative vote, the motion is approved.

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



Mayor Melissa D. Rubenstein



Nancy A. Brown, Acting Municipal Clerk