

PAGE NO.

**TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE SINE DIE MEETING
CONTINUED MEETING OF DECEMBER 20, 2022
SECOND FLOOR MUNICIPAL COURT ROOM
SUNDAY, JANUARY 1, 2023 – 11:30 AM**

**TOWNSHIP OF WYCKOFF
48 HOUR NOTICE**

The Township Committee of the Township of Wyckoff will continue its December 20, 2022, 8:00 pm Business Meeting to Sunday, January 1, 2023, at 11:30 am in the Second Floor Court Room at Wyckoff Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey. This meeting known as the Sine Die Meeting will consist of all business items for the end of 2022 that were not completed on December 20, 2022. This Sine Die meeting was not listed on the Township Committee annual schedule of meetings for 2022 as provided to the newspapers.

Formal action will be taken during this meeting

Nancy A. Brown
Municipal Clerk

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TOWNSHIP OF WYCKOFF

Open Public Meetings Act Notice

PLEASE TAKE NOTICE, that in accordance with the Open Public Meetings Act NJSA10:4-6 et seq., the Township Committee of the Township of Wyckoff shall continue its 8:00 pm, Tuesday, December 20, 2022 Business meeting in the second floor court room at Wyckoff Town Hall, 340 Franklin Avenue, Wyckoff, NJ 07481 on Sunday, January 1, 2023 at 11:30 am 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". 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 by Friday, December 30, 2022, at 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, 11:25 am on January 1, 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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TOWNSHIP OF WYCKOFF
TOWNSHIP COMMITTEE WORK SESSION MEETING
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PAUSE – *Municipal Clerk will post the link to the live meeting on our website's homepage.*

1. Sine Die Meeting called to order by Mayor Rudolf E. Boonstra with an announcement that this meeting is a continuation of the December 20, 2022, Business Meeting.

2. Roll call of Township Committee

BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES

3. Reading of "Open Public Meeting" statement by Municipal Clerk, Nancy A. Brown.

The Township Committee of the Township of Wyckoff will continue its December 20, 2022, 8:00 pm Business Meeting to Sunday, January 1, 2023, at 11:30 am in the Second Floor Court Room at Wyckoff Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey. This meeting known as the Sine Die Meeting will consist of all business items for the end of 2022 that were not completed on December 20, 2022. This Sine Die meeting was not listed on the Township Committee annual schedule of meetings for 2022, as provided to the newspapers.

4. Approval of the December 20, 2022 Township Committee Work Session and Regular Business meeting minutes:

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

5. Approval of the December 13, 2022 Township Committee Special meeting minutes:

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

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

I Resolutions (Adoption of the following):

#22-292	Award of Contract for Animal Control
#22-293	Award of Contract for Shade Tree Removals
#22-294	Authorizing Membership – Union County Purchasing Co-Op

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II Ordinances – Introduction

NONE

III Motions

NONE

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 MADIGAN
BOONSTRA YES MADIGAN YES MELCHIONNE YES
SHANLEY YES

7. **Outgoing Mayor’s Comments**

8. **Adjourn**

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

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

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

FORMAL ACTION MAY BE TAKEN DURING THIS MEETING

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Sine Die Meeting called to order by Mayor Rudolf E. Boonstra with an announcement that this meeting is a continuation of the December 20, 2022, Business Meeting.

Attendance:

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

Staff Present: Township Administrator Matthew Cavallo, Municipal Clerk Nancy A. Brown and Attorney Joseph G. Kalosieh, Esq.

Reading of "Open Public Meeting" statement by Municipal Clerk, Nancy A. Brown.

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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):

#21-292 Award of Contract for Animal Control Service

WHEREAS, the Township of Wyckoff received bids for Animal Control Services – Contract No. 2022-11 on December 22, 2022, at 11:00 a.m.; and,

WHEREAS, one (1) bid was received for Contract No. 2022-11; and,

WHEREAS, Tyco Municipal Animal Control Service, 1 Stout Lane, Ho-Ho-Kus, NJ 07423 (hereinafter "Tyco") was the lowest responsive and responsible bidder in the Base Bid Amount of \$19,200 per year for a two-year (twenty-four month) contract beginning February 1, 2023, and ending January 31, 2025; and,

WHEREAS, Tyco has provided similar services satisfactory to the Township; and,

WHEREAS, the Township Administrator/Qualified Purchasing Agent has reviewed and recommends the Contract award be made to Tyco as the lowest responsive and responsible bid.

NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of Wyckoff, in the County of Bergen, New Jersey, that the contract for Contract No. 2022-11 is awarded to the lowest responsive and responsible bidder, Tyco, in the in the Base Bid Amount of \$19,200 per year for a two-year (twenty-four month) contract beginning February 1, 2023 and ending January 31, 2025.

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BE IT FURTHER RESOLVED that in accordance with the Local Public Contracts Law this contract may be extended for two (2) additional (1) one-year periods if recommended by the Township Administrator without further action of the Township Committee starting on February 1, 2025.

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

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TYCO MUNICIPAL ANIMAL CONTROL LLC
*Dependable Professional Animal Control,
We are always there when you need us!*

1 Stout Lane
Ho-Ho-Kus NJ 07423
Phone 201-652-4554

Contract of Services for Township of Wyckoff

Contact: Carol A. Tyler
Licensed Animal Control Officer

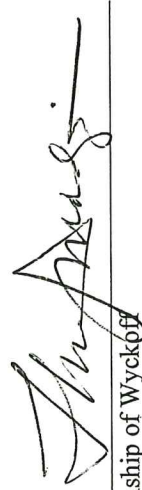
This is a contract between the Township of Wyckoff and Tyco Animal Control for animal control services from February 1, 2023 through January 30, 2025 for the sum of \$ 40,200.00, to be in monthly installments. Hours of regular services as provided for herein will be Monday through Friday 8:00 am to 7:00 PM inclusive. Any calls responded to outside of these hours or on any national holiday shall be considered an emergency as described below in statement number five.

SERVICES TO BE PROVIDED:

1. The impounding of any animal deemed to be stray or which is at large without a current registration tag and hold animal till reclaimed by owner or for the period of time as required by the New Jersey Statue. Unlicensed domestic animals shall be reported to the Police
2. The capture and removal of sick, dangerous, diseased, and injured wildlife and stray domestic animals
3. A one-hour response time for emergency request from the police department or other municipal official to rescue and remove sick, dangerous, diseased, or injured wildlife.
4. Render a monthly written report to the Township Administrator of animal control activities in the community.
5. Respond to emergency calls. These shall involve animals on public property that represent a life-threatening hazard to the animal and/or the general public. A call shall be deemed an emergency between the hours of 7:00pm through 8:00am Monday through Thursday, from 7:00pm Friday to 8:00am Monday, and any National Holidays. Responses during these hours will result in a charge of \$60.00 per call.
6. Supervision of humane trapping of wild and stray animals on public property with no additional fee at the request of the Health department. In the event that animals must be trapped on private property a fee of \$120.00 trap rental, service, and removal fee payable in advance shall be born by the owner of the property. Trapping services are available Monday through Friday. There will be no trapping on weekends.
7. Removal of visible, accessible wildlife from private property will be provided at a fee of \$60.00 fee to owner.
8. Removal of dead animals wild or domestic from public streets and parks. This does not include owned or licensed animals that have been killed on public property. The cost for this removal shall be the responsibility of the owner. The Township Administrator or Township Clerk will designate a location in the Township for the disposal of the deceased animals picked up by the animal control officer.
9. All licensed animals impounded from public property will be held in our licensed facility. Owners will be contacted and animals returned at Wyckoff Police Headquarters.
10. The Township shall provide a list of all licensed animals.
11. Tyco will staff and maintain the present Township shelter at no additional cost to Township. The shelter will be maintained in accordance with all New Jersey shelter laws. Through contract period Tyco will have full responsibility and control of this facility. Tyco will advise the Township immediately of any mechanical malfunctions. Tyco will be responsible for all interior cosmetic maintenance.

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12. Tyco's facilities are fully licensed and inspected by local health department.
13. Rabies suspect specimens will be prepared at no additional cost, and transported to the Bergen County Health when necessary. If a situation arises when the specimen has to be taken to Trenton, a private courier service will be used. In the case of a bite to a human it is the responsibility of that individual to assume the cost for transport. In other situations, the municipality is responsible for the charges of transportation to Trenton. (Currently about \$180.00)
14. While in the Township on any business Tyco shall be observant of any conditions, such as animal at large or dead animals in roadway and take necessary actions.
15. Tyco will provide at no cost to Township necessary reasonable medical care for injured domestic animals. Upon location of the animal's owner, the pet owner will then be responsible to pay all veterinary charges incurred in the care of their animal.
16. Tyco will make reasonable efforts to offer for adoption any animal deemed adoptable, healthy, and of a safe temperament. Tyco will either perform the adoption or allow other recognized rescue agency to perform these adoptions. Unclaimed animals that are not suitable for adoption will be humanely euthanized.
17. Tyco will quarantine stray domestic animals which bites or scratches a human for a ten-day period. If the owner of a domestic animal wishes to quarantined an animal at the facility the cost of \$35.00 per day will be paid in advance by the animal's owner. A signed release will be provided to the Health Department at the end of the quarantine.
18. Tyco will have certified animal control officers and/ or certified cruelty investigator available to respond to the needs of the Township.
19. Tyco will provide a written monthly report detailing services provided in the prior month.
20. All Fees pertaining to any cost not directly outlined in the above sections of this contract can be found outline in the Special Fees document attached to this contract.
21. If Tyco must intercede in an emergent situation that causes Tyco to take in and house an unusual number of animals (more than 14), or a circumstance that causes Tyco to provide extraordinary scope of services above and beyond normal animal control an additional fee to cover time and expenses will be borne by the contracting municipality. This fee will be discussed and agreed upon at the onset of the particular circumstance.



Township of Wyckoff

January 1, 2023

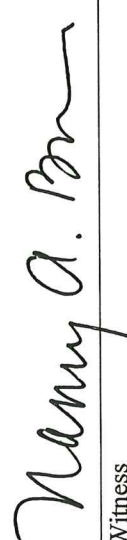
Date



Tyco Animal Control Agent

1/1/23

Date



Witness

1-1-23

Date

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#21-293 Award of Contract for Shade Tree Removals

WHEREAS, the Township of Wyckoff received bids for the Removal of Shade Trees – Contract No. 2022-03 on December 22, 2022, at 11:00 a.m.; and,

WHEREAS, five (5) bids were received for Contract No. 2022-03; and,

WHEREAS, Downes Tree Service Co., Inc., 65 Royal Avenue, Hawthorne, New Jersey 07506 (hereinafter "Downes") was the lowest responsive and responsible bidder in the Base Bid Amount of \$14,100 plus a non-guaranteed 20% contingency amount of \$2,820 for a Total Contract amount of \$16,920; and,

WHEREAS, Downes has provided similar services satisfactory to the Township; and,

WHEREAS, the Township Administrator/Qualified Purchasing Agent has reviewed and recommends the Contract award be made to Downes as the lowest responsive and responsible bid.

NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of Wyckoff, in the County of Bergen, New Jersey, that the contract for Contract No. 2022-03 is awarded to the lowest responsive and responsible bidder, Downes, in the total amount of \$16,920.

BE IT FURTHER RESOLVED that this expenditure shall be charged to Budget Account No. 2-01-26-292-029 or any other account that may be deemed appropriate by the Chief Financial Officer or her designee, and the availability of funds has been certified by the Chief Financial Officer.

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

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AGREEMENT

THIS AGREEMENT, made on this day of January 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

Downes Tree Service Co., Inc.
(hereinafter "Contractor")
65 Royal Avenue
Hawthorne, NJ 07506

WHEREAS, on December 22, 2022, at 11:00 a.m., the Township received bids for Contract No. 2022-03 – Removal of Shade Trees; and

WHEREAS, pursuant to the aforesaid advertisement, Downes Tree Service Co., Inc. presented a sealed proposal in accordance with the Notice to Bidders, plans and specifications, and all materials and information furnished to bidders, the same being on file in the Office of the Municipal Clerk; and

WHEREAS, the proposal and bid of the Contractor for Contract No. 2022-03 – Removal of Shade Trees was accepted on January 1, 2023, by Resolution No. 22-293, adopted by the Township Committee of the Township of Wyckoff, in the County of Bergen, New Jersey in the required base bid amount of \$14,100 plus a non-guaranteed 20% contingency amount of \$2,820 for a total contract amount of \$16,920; and

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

1. Contractor shall fully and faithfully perform in accordance with the Notice to Bidders, plans and specifications, and material and information furnished by the Township pursuant to the advertisement and solicitation for bids herein. Said Notice to Bidders, plans and specifications, addendum if any, material, and information are on file with the Office of the Municipal Clerk and are expressly incorporated by reference as though set forth verbatim and at length herein.
2. Contractor acknowledges and agrees that the provisions of the "Local Public Contracts Law" and amendments and supplements thereto (N.J.S.A. 40A:11-1) are incorporated herein as though the same were set forth verbatim.
3. Contractor, upon duly signing this Agreement, acknowledges warrants that Contractor is able and capable of performing all obligations of this Agreement

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4. Contractor agrees to make payment of all proper charges for labor and materials required in the performance of the work and service under this Agreement and indemnifies and saves harmless the Township, its officers, employees, agents, and servants, every one of them, against and from all suits and cost of every kind and description, and from all damages to which the Contractor or any of its officers, agents or servants may be put, because of injury to the person or property of others resulting from carelessness in the performance of said work, or through the negligence of the said Contractor or any improper or defective machinery, implements or appliances used by the said Contractor in the aforesaid performance (work or service) or through any act or omission on the part of the said Contractor, or its agents or servants or employees.
5. It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered as an absolute release in full of any claims against the Township, the Township Committee of the Township, and all officers, employees, or servants thereof, out of, or by reason of the work done or materials furnished under this Agreement.
6. Contractor certifies, agrees, and stipulates that it has simultaneously herewith or otherwise, in accordance with the Notice to Bidders and plans and specifications, furnished and delivered all necessary insurance and surety guarantee.
7. The Township agrees to pay the Contractor all sums lawfully due in accordance with the Notice to Bidders, plans and specifications, and bid accepted by the Township Committee of the Township of Verona.
8. The Contractor shall provide the Township with a Certificate of Insurance naming the Township and the Township Engineer as additional insured. The insurance to be provided by the contractor shall be as set forth in the Bid Specifications.
9. Contractor has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this contract. The contractor further represents that all statements in the proposal submitted for this contract were made with full knowledge that the Township relied upon the truth of the statements in the proposal regarding this contract. The contractor further warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

{SIGNATURES ON NEXT PAGE}

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IN WITNESS WHEREOF, the said Township has caused these presents to be sealed with its corporate seal and to be signed by its Mayor and Municipal Clerk, and the Contractor has caused these presents to be signed by its President and Secretary, and its corporate seal to be affixed hereto, the day and year first above written.

ATTEST:

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

TOWNSHIP OF WYCKOFF

Thomas J. Madigan
THOMAS J. MADIGAN
MAYOR

WITNESS:

DOWNES TREE SERVICE CO., INC.

K. Downes
PRESIDENT

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#22-294 Authorizing Membership – Union County Purchasing Co-Op

WHEREAS, N.J.S.A. 40A:11-11(6) provides that the governing body of a county government may establish a cooperative pricing system for the voluntary use of contracting units within the county and throughout the State; and,

WHEREAS, the purpose of cooperative pricing systems is to provide substantial savings on the purchase and performance of goods and services to its members through the cooperative public bidding process; and,

WHEREAS, the County of Union, hereinafter referred to as the "Lead Agency," has offered voluntary participation in a Cooperative Pricing System for the purchase of work, materials, and supplies; and,

WHEREAS, the Township Administrator/Qualified Purchasing Agent has recommended that the Township of Wyckoff participate in the Union County Cooperative Pricing System so that the Township may continue to avail itself of these cost savings.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Wyckoff, in the County of Bergen, State of New Jersey, that in accordance with N.J.S.A. 40A:11-11 and N.J.A.C. 5:34-7.6, the Township hereby authorizes its membership in the Union County Cooperative Pricing System (8-UCCP) with the County of Union serving as the lead agency retroactive effective January 1, 2023; and,

BE IT FURTHER RESOLVED that Union County shall be responsible for complying with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and,

BE IT FURTHER RESOLVED that the Municipal Clerk is hereby directed to submit a certified copy of this Resolution to the Union County Cooperative Pricing System; and,

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk, or any other Township Official as may be appropriate, are hereby authorized to execute all documents that may be required in connection with its membership in the Union County Cooperative Pricing System.

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COOPERATIVE PRICING SYSTEM AGREEMENT
COUNTY OF UNION COOPERATIVE PRICING SYSTEM

THIS AGREEMENT made and entered into this

by and between the COUNTY OF UNION, Administration Building, Elizabeth, NJ 07207 hereinafter called the “LEAD AGENCY” or “COUNTY” and Township of Wyckoff with offices located at 340 Franklin Ave, Wyckoff, NJ 07481, hereinafter referred to as a “participating contracting unit” or “governmental agency” and other public bodies located with the County of Union or adjoining counties who choose to participate in the Cooperative Pricing System.

WITNESSETH:

WHEREAS, N.J.S.A. 40A:11-11(10), N.J.S.A. 18A:64A-25.10 and N.J.S.A. 18A:18A-11, specifically authorizes two or more contracting units to enter into a Cooperative Pricing Agreement for the purchase of work, materials and supplies; and

WHEREAS, N.J.S.A. 40A:11-11(6), specifically establishes that the agreement shall be valid for a period not to exceed five years; and

WHEREAS, N.J.A.C. 5:34-7.1 et seq. regulates the manner in which cooperative purchasing and more specifically, cooperative pricing systems, are operated and conducted; and

WHEREAS, N.J.S.A. 40A:11-10, et seq. specifically permits the County of Union to enter into contractual agreement with any governmental agency municipalities located within the County to undertake any municipal function including purchasing; and

WHEREAS, the County of Union has commenced a voluntary Cooperative Pricing System with other authorized contracting units within County of Union or adjoining counties utilizing the administrative purchasing services and facilities of the County of Union; and

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WHEREAS, this Cooperative Pricing Agreement is to effect substantial economies in the purchase of work, materials and supplies; and

WHEREAS, all parties hereto have approved the within Agreement by Ordinance or Resolution as appropriate, in accordance with the aforesaid statutes; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes:

NOW, THEREFORE, IN CONSIDERATION of the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The work, materials or supplies to be priced cooperatively may include those items listed on the Union County Website listed under Bulk List and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until termination of the approval for the Cooperative Pricing System as defined by N.J.A.C. 5:34-7.5 and more specifically set forth below.
3. The County of Union, on behalf of all participating contracting units, shall upon approval of the System's registration and annually thereafter on the anniversary of the system's registration, shall publish in its official newspaper a notice similar in content to the following:

Notice of Cooperative Purchasing

The County of Union acts as lead agency in a cooperative purchasing agreement in cooperation with 162 registered members. Under this system, the County of

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Union solicits competitive bids for certain items purchased by registered members. This is a cooperative pricing system as defined and regulated by N.J.A.C. 5:34-7.

Interested citizens or vendors may obtain information regarding the manner of operation of this system by contacting UC Purchasing Department, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, 908-527-4130. System Identifier #8-UCCP), approved by the New Jersey Division of Local Government Services.

4. Before seeking bids, the lead agency shall obtain from the participating contracting units in writing the items to be purchased, estimated quantities that each participating contracting units proposes to contract for during the life of the master contract, the location of delivery and other requirements to permit the preparation of specifications as provided by law.
5. The County of Union shall prepare and disclose the quantities and details of delivery required. The County of Union shall include in the specifications its requirements, stated in definite quantities; and registered member requirements, stated as individual estimated needs.
 - a. The specification shall list the participating contracting units who have submitted estimates, their delivery address, their estimated maximum quantities and other relevant information to permit the bidder to understand what is potentially involved.
6. Prior to the advertisement for bids, a registered member may request a review copy of the bid specifications. No changes shall thereafter be made except as permitted by law.

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Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

7. A single advertisement for bids or the solicitation of informal quotations for the work, materials or supplies to be purchased shall be prepared by the County of Union on behalf of all of the participating contracting units desiring to purchase any item and in accordance with *N.J.S.A. 40A:11-1 et seq.*
8. The County of Union will advertise for bids or the solicitation of informal quotations and shall receive bids or quotations on behalf of all participating contracting units in accordance with *N.J.S.A. 40A:11-1 et seq.* and *N.J.A.C. 5:34-7.10*. Following the receipt of bids, the County of Union shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the County of Union entering into a master contract with the successful bidder(s) providing for two categories of purchases:
 - a. The quantities ordered for the County's own needs, and
 - b. The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's overall (master) contract.
9. The County of Union shall enter into a formal written contract(s), when required by law, directly with the successful bidder(s) only after it has certified the funds available for its own needs.
10. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with

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- the successful bidder(s); issue purchase orders in its own name directly to successful bidder(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful bidder(s); make payment directly to the successful bidder(s), and be responsible for any tax liability.
11. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
12. The provisions of Paragraphs 9, 10 and 11 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
13. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or issue a contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids which it has itself received.
14. All matters relating to the financial and contractual details of the Cooperative Pricing System shall be in accordance with *N.J.A.C. 5:34-7.11*
15. The County of Union and the participating contracting units shall be responsible for compliance with the change order requirements of *N.J.A.C. 5:34-4*.
16. When applicable, each participating contracting unit may, by resolution, provide for and authorize payment in advance for estimated administrative costs to be paid to the County

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of Union for a cooperative pricing system. Such administrative costs shall be budgeted by the County of Union as a Special Item of Revenue offset with appropriations.

17. The County of Union reserves the right to exclude any item or commodity from said system if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
18. The Director of the Division of Local Government Services within the State Department of Community Affairs shall be notified within thirty (30) days of any change in the designated purchasing agent.
19. This Agreement shall become effective upon execution, subject to the review and approval of the Director of the Division of Local Government Services of the participating contracting units participation in the system. Further, this Agreement shall continue in effect until such time as the approval from the Director of the Division of Local Government Services exists, in accordance with *N.J.A.C. 5:34-7.5(f)*. Any party to this Agreement which wishes to terminate its participation shall give written notice of its intention to terminate its participation at least thirty (30) days prior to the expiration of the term of the agreement.
20. All records and documents maintained or utilized pursuant to terms for this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the County of Union for purposes of identifying each contract and item awarded.
21. If any governmental agency wishes to withdraw from this agreement or if any other governmental agency wishes to become a party to this agreement, the other terms and

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conditions of this agreement will remain unchanged as to all the remaining participating contracting units.

22. This Agreement shall be binding upon and endure to the benefit of the successors and assigns of the respective parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed on the date and year above written.

FOR THE COUNTY OF UNION

ATTEST:

JAMES E. PELLETIERE, Clerk
Board of Commissioners

BY: EDWARD OATMAN
County Manager

APPROVED AS TO FORM:

BRUCE H. BERGEN, ESQ.
County Counsel

FOR THE PARTICIPATING UNIT

ATTEST:

Nancy A. Brown
NANCY A. BROWN, Municipal Clerk

BY: THOMAS J. MADIGAN
THOMAS J. MADIGAN, Mayor

APPROVED AS TO FORM:

ROBERT E. LANDEL, ESQ.
Township Attorney

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The Following vote is the vote on the Consent Agenda:

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

Mayor Boonstra's Outgoing Remarks:

"2022 was a year of change for Wyckoff – in March we welcomed our new Administrator, Matt Cavallo. Matt brings a refreshing, youthful perspective to the job. Joe Vander Plaats became DPW Superintendent in June and Francois Dauder joined us in the Assessor's office in October.

Wyckoff also lost some long-time, faithful employees to retirement in 2022. Keith Tanis and Superintendent Scott Fisher retired from our DPW and Detective Sgt. Mark Tagliareni from the Wyckoff Police Department also recently retired. These employees all served the Township of Wyckoff for 25 years or more.

We also had the departure of our friend and colleague, Committeewoman and former Mayor, Melissa Rubenstein in early December. Melissa was the second woman and first Jewish committee member to be Mayor. She left for family and career reasons, and we appreciate her five years of service to Wyckoff. We wish her all the best.

Among many accomplishments in 2022, several are noteworthy.

We closed on the Maple Lake property acquiring 21 acres of space. Thank you to our Township Attorney, Rob Landel, for his diligent and persistent work on this land purchase.

We added a Historic Preservation Element to our Master Plan. Thanks to Brigette Bogart, our Planner for the work she did to move this forward.

We again achieved Silver Certification from Sustainable New Jersey. Many thanks to Pete Melchionne, Beth Fischer and the Wyckoff Environmental Commission.

We also strengthened agriculture here in Wyckoff by approving a five-year improvement plan at Abma's Farm.

We had grand openings and ribbon cuttings too numerous to list, not the least of which was the Vista. These were great for our business community.

I officiated at six weddings and Boy Scouts from Troop #89 held five Eagle Scout Courts of Honor, four of whom were named Colin, if you can believe that!

We weren't, however, able to conclude a new contract with PBA Local 261 – not for lack of trying which we will continue to do.

I want to thank all of the volunteer members and chairpersons of our boards and commissions. We have high quality and high functioning boards and commissions in Wyckoff. Just go to other towns and see what I mean.

Also, thanks to our first responders, Wyckoff's Volunteer Fire Department Companies #1, 2 & 3, Our Volunteer Ambulance Corps as well as our Police Department.

Thanks to our DPW crews and of course, our Town Hall Staff.

It was an honor serving as your Mayor."

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The Sine Die Meeting adjourned at 11:48 a.m.

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


Mayor Rudolf E. Boonstra


Nancy A. Brown, Municipal Clerk