

DRAFT

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**Sine Die Meeting of the Mayor and Council
Oradell Borough Hall
January 4, 2022
6:30 PM**

6:30 PM – Call to order- Mayor Dianne Camelo Didio
Statement of Compliance with the Open Public Meetings Act

Mayor: “Notice of this meeting was published in the official newspapers and prominently posted in Borough Hall and filed with the Municipal Clerk in accordance with the requirements of the Open Public Meetings Act.

Flag Salute:
Roll Call- Municipal Clerk

Public Comment: The meeting is now open to the public for agenda items only. Each speaker shall have one turn and not exceed 5 minutes. There will be another Public Comment at the conclusion of the meeting. Please identify yourself at the microphone & remain courteous

Public Comment: As per resolution 21-81 (published March 30, 2021 in the Bergen Record) and DCA Local Finance Notice 2020-21 the Municipal clerk shall enforce all public comment protocols outlined in both documents. Copies can be found at www.oradell.org

Correspondence:

1. Thank you letter from Mr. and Mrs. Baglivi re: Veterans Letter

Consent Agenda:

Consent Agenda: Agenda items listed will be enacted by one motion. There will be no separate discussions of those terms unless a member of the Council or a citizen requests, in which event the item will be removed from the general order of business and considered in its sequence on the agenda.

PLEASE NOTE ALL RESOLUTIONS ON THE CONSENT AGENDA ARE POSTED ON THE BULLETIN BOARD.

Resolutions:

- Resolution 21-235:** Approve payment of all bills and vouchers in the amount of \$ 1,025,442.59
Resolution 21-236: Authorize the cancellation of current fund budget appropriation balances in the amount of \$122,000

- Resolution 21-237:** Approval to cancel tax overpayments and tax balances for 2021 in the amount of \$ ____ (balances) ____ (overpayments)
- Resolution 21-238:** Approve to Cancel Sewer Tax Balances Overpayments due in the amount of ____ (balances) and \$ _____
- Resolution 21-239** Approve Budget Transfers in the amount of \$54,000
- Resolution 21-240** Approve interlocal agreement with Borough of River Vale for Building Department Services for conflict-of-interest applications.
- Resolution 21-241** Approve one year contract with Holy Name EMS for Basic Life Support Ambulatory Services.

Committee Reports:

Administration & Fire

Council President Tracy Schoenberg

DPW & Engineering, & Shared Service

Councilman Roger B. Tashjian

Police & Emergency Management

Councilman Stephen Carnevale

Ordinance

Councilman Robert Jamicelli

Adopt:

- 21-11 **AN ORDINANCE AMENDING THE CODE OF THE BOROUGH OF ORADELL TO ADD A SECTION ENTITLED "PURPLE HEART PARKING"**
- 21-12 **AN ORDINANCE REGULATING ELECTRIC VEHICLE CHARGING STATIONS IN PUBLIC PARKING LOTS**
- 21-13 **AN ORDINANCE AMENDING CHAPTER 115 "FEES" IN THE BOROUGH OF ORADELL**

Finance & Insurance

Councilwoman Miriam Yu

Technology and Communication

Councilman Jonathan Kern

Mayor's Report:

Borough Administrator's report-:

Borough Attorney's report:

Old Business :

Public Comment: Each speaker shall have one turn and not exceed 5 minutes. Please identify yourself at the microphone & remain courteous.

Adjournment

RESOLUTION NUMBER 21-235
BOROUGH OF ORADELL
BERGEN COUNTY, NEW JERSEY

DRAFT

WHEREAS, the claims and accounts listed below having been checked by the Chief Financial Officer and found correct, therefore

BE IT RESOLVED, that the Mayor and Council hereby authorize the payment of these claims, and that warrants be drawn therefore when funds are available in the aggregate amount of
\$1,025,442.59

**CURRENT
FUND**

Salaries & Wages	\$678,863.43
Other Expenses	\$205,363.92
Health Benefits	\$124,425.69

**CAPITAL
FUND**

General Capital	\$14,063.45
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**TRUST
FUND**

Miscellaneous Trust	\$3,423.50
Animal Trust	\$177.60
COAH	\$1,125.00

\$1,025,442.59

AUTHORIZED:

APPROVED:

Miriam Yu, Finance Chair

Dianne Camelo Didio, Mayor

The foregoing resolution was, on motion duly made and seconded, adopted by roll call vote at a Sine Die of the Mayor and Council held on January 4, 2022.

Laura J. Lyons, RMC
Administrator/Borough Clerk

DRAFT

**BOROUGH OF ORADELL
RESOLUTION #21-236**

**AUTHORIZING THE CANCELLATION OF CURRENT FUND BUDGET
APPROPRIATION BALANCES**

WHEREAS, following 2021 Current Fund Budget appropriation balances remain unexpended, and;

WHEREAS, is it necessary to formally cancel said balances so that the unexpended balances may be credited to Fund Balance, and;

WHEREAS, the Mayor and Council of the Borough of Oradell indicates that this cancellation is effective as of December 31, 2021;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of Borough of Oradell that the following unexpended balances of the Current Fund are hereby cancelled:

<u>Account #</u>	<u>Unexpended Balance</u>
1-01-25-240-015	\$122,000.00

Dianne Camelo Didio, Mayor

Passed on a roll call vote at the
the Sine Die Meeting of the Mayor
and Council of the Borough of Oradell
held on Tuesday, January 4, 2022.

(SEAL)
ATTEST:

Laura J. Lyons, CPM, RMC, RPPO
Borough Administrator/Municipal Clerk

DRAFT

BOROUGH OF ORADELL
BERGEN COUNTY, NJ
RESOLUTION #21-237

Title: Approval to Cancel Tax Overpayments and Tax Balances for 2021

WHEREAS, there exists tax balances for the year 2021 in the amount of \$ and tax overpayments in the amount of \$;

WHEREAS, attempts have been made to collect these funds from the appropriate property owners;

WHEREAS, NJSA 40A:5-17 allows for the cancellation of tax refunds and tax balances in the amount of less than \$10.00;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Oradell that these items be cleared from the records and cancelled to fund balance if appropriate;

BE IT FURTHER RESOLVED that the proper Borough Officials be furnished a copy of this Resolution for their records.

DIANNE CAMELO DIDIO, MAYOR

Passed on roll call vote at the
Sine Die Meeting of the Mayor
And Council of the Borough of Oradell
Held on Tuesday, January 4, 2022

(SEAL)
ATTEST:

LAURA J. LYONS, CPM, RMC, RPPO
BOROUGH ADMINISTRATOR/MUNICIPAL CLERK

DRAFT

BOROUGH OF ORADELL
BERGEN COUNTY, NJ
RESOLUTION #21-238

Title: Approval to Cancel Sewer Tax Balances and Overpayments

WHEREAS, there exists sewer tax balances and overpayments for the year 2021, listed below;

WHEREAS, N.J.S.A. 40A:5-17 allows for the cancellation of tax balances and overpayments in amounts less than \$10.00;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Oradell that these items be cleared from the records and cancelled in the amount of \$ (balances) and \$ (overpayments);

BE IT FURTHER RESOLVED that the proper Borough Officials be furnished a copy of this Resolution for their records.

DIANNE CAMELO DIDIO, MAYOR

Passed on roll call vote at Sine Die Regular meeting
of the Mayor and Council of the Borough of Oradell
held on January 4, 2022

(SEAL)

Attest:

LAURA J. LYONS, CPM, RMC, RPPO
BOROUGH ADMINISTRATOR/MUNICIPAL CLERK

RESOLUTION 21-239
BOROUGH OF ORADELL
BERGEN COUNTY

WHEREAS, NJSA 40a:4-58 permits transfers among Budget Appropriations during the last two (2) months of the calendar year;

NOW, THEREFORE, BE IT RESOLVED that the Chief Financial Officer is hereby authorized to make the following transfers among the 2021 budget appropriations:

	<u>APPROPRIATION</u>	<u>TO</u>	<u>FROM</u>
1-01-23-220-020	EMPLOYEE GROUP INSURANCE O/E		\$23,000.00
1-01-25-240-010	POLICE S&W	\$18,000.00	
1-01-25-240-020	POLICE O/E	\$8,000.00	
1-01-26-300-020	SHADE TREE O/E		\$4,000.00
1-01-26-306-020	RECYCLING O/E		\$18,000.00
1-01-26-310-020	BUILDINGS & GROUNDS O/E	\$20,000.00	
1-01-27-332-010	SENIOR CITIZEN CENTER S&W		\$9,000.00
1-01-31-440-078	TELEPHONE O/E	\$3,000.00	
1-01-31-447-239	GASOLINE O/E	\$5,000.00	
	TOTAL	\$54,000.00	\$54,000.00

BE IT FURTHER RESOLVED that a copy of this resolution be furnished to the proper Borough Officials for their records.

Dianne Camelo Didio, Mayor

Passed on roll call vote at the Sine Die Meeting
of the Mayor and Council of the Borough of Oradell
held on Tuesday, January 4, 2022.

(SEAL)
ATTEST:

Laura J. Lyons, CPM, RMC, RPPO
Borough Administrator/Municipal Clerk

RESOLUTION 21-240
BOROUGH OF ORADELL
BERGEN COUNTY

DRAFT

A RESOLUTION AUTHORIZING AN
INTERLOCAL AGREEMENT WITH
THE BOROUGH OF RIVER VALE
FOR BUILDING DEPARTMENT SERVICES

WHEREAS, there is a need on the part of the Borough of Oradell to retain the services of another municipality to provide Building Department services when a conflict of interest prevents the Borough of Oradell's Building Department from providing said services; and

WHEREAS, the Borough of River Vale is desirous of providing this service to the Borough of Oradell; and

WHEREAS, the Borough of Oradell and the Borough of River Vale are authorized by the Interlocal Services Act, N.J.S.A. 40:8A-1, et seq., to enter into an agreement for this purpose; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Oradell as follows:

1. The Borough of Oradell is hereby entering into an Interlocal Services Agreement with the Borough of River Vale for Building Department services.
2. The Mayor is authorized to execute an agreement consistent with the terms of this resolution in a form to be approved by the Borough Attorney.
3. A copy of the executed agreement shall remain on file in the Borough Clerk's office.

DIANNE CAMELO DIDIO, MAYOR

Passed on a roll call vote at the
the Regular Meeting of the Mayor
and Council of the Borough of Oradell
held on Tuesday, January 4, 2021.

(SEAL)
ATTEST:

Laura J. Graham, RMC
Borough Clerk

DRAFT

Interlocal Shared Services

Agreement

Between the

Borough of Oradell

And

River Vale

For

Building Department Services

AGREEMENT made this _____ day of _____, 2022, by and between the BOROUGH OF ORADELL (“Oradell”), having its address at 355 Kinderkamack Road, Oradell, New Jersey, 07649 and the BOROUGH OF RIVER VALE (“River Vale”), having its address at 406 Rivervale Road, River Vale, New Jersey 07675, collectively (the “Parties”).

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1, et seq., governmental units to enter into agreements for the joint provision of public services; and

WHEREAS, on occasions where the Oradell Building Department is not authorized to provide Building Department services such as issuing building permits, inspecting construction, etc. due to conflicts of interest, Oradell must partner with another municipality for the provision of said services to the public; and

WHEREAS, River Vale is willing to partner with Oradell for the provision of Building Department services in conflict situations;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. River Vale shall provide Building Department Services in conflict situations as needed to Oradell.

2. When Oradell determines that it cannot provide certain Building Department services due to a conflict of interest, Oradell shall receive the permit application and collect all applicable fees as per state and Oradell fee schedules. Oradell shall forward any and all fees due to the New Jersey Department of Community Affairs (“DCA”) directly to DCA. Oradell shall forward to River Vale any and all local fees collected. River Vale shall not charge any additional administrative fee. River Vale shall be responsible for reviewing applications, issuing permits and inspecting work performed.

3. The parties hereto represent that they have the proper authority to sign on behalf of the entities entering this Agreement and they fully intend for the parties to be legally bound.

The Agreement entered into as of the day and year first written above.

ATTEST:

BOROUGH OF ORADELL

By: _____

ATTEST:

RIVER VALE

By: _____

DRAFT

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 202_ between the Mayor and Council of the Borough of Oradell, a body corporate of the State of New Jersey with its offices located at 355 Kinderkamack Road, Oradell, NJ, party of the first part (hereinafter referred to as the "Borough") represented by _____ hereto fully authorized to act by virtue of Resolution No. 19-_____ passed by the Governing Body on _____ and HOLY NAME EMS, with its principal place of business at 718 Teaneck Road, Teaneck, New Jersey 07666, party of the second part (hereinafter referred to as the "Contractor").

WHEREAS, the Mayor and Council have appropriated the necessary funds to undertake the Basic Life Support services to the Borough including but not limited to: two certified Emergency Medical Technicians, dispatch through MICCOM communications 24 hours a day, 7 days a week, transportation of patients to the nearest most appropriate hospital and all other terms and conditions as outlined in the Request for Proposals submitted; and

WHEREAS, the Contractor has offered to provide the Basic Life Support services to the Borough for a term of one (1) year with automatic renewal for successive one (1) year periods unless either Party terminates same as set forth in the proposal submitted by the Contractor attached hereto and incorporated herein by reference; and

WHEREAS, the Borough has considered the proposal, the qualifications of the Contractor and has found the Contractor to be responsible and the proposal to be fair.

NOW, THEREFORE, in consideration of the terms and conditions, covenants and promises hereinafter contained, and pursuant to the laws of the State of New Jersey applicable hereto and incorporated herein by reference the respective parties do hereby mutually agree as follows:

(1) The Contractor shall and does agree to provide the Basic Life Support services to the Borough at as follow:

(a) **The Borough shall pay the Contractor an annual fee of \$30,000.**

(b) **Uninsured individuals will be charged the prevailing Medicare Rate.**

(c) The Contractor shall bill residents of the Borough of Oradell and non-residents for unreimbursed/uncovered costs.

(d) In the event the Borough requests the Contractor to provide services at an athletic event or scheduled community event, the Contractor shall provide such services at no additional cost. Providing Fire scene Rehab or HAZ-MAT Decon is currently limited to personnel. We have no equipment or expertise to provide these services.

(e) After a 1 year period the Contractor will evaluate costs and collections and if losses exceed acceptable levels will renegotiate fees without loss of service to the borough.

(2) The Contractor agrees to provide the Basic Life Support Services to the Borough of Oradell for an initial term of one (1) year commencing upon the signing of this Agreement with automatic one year renewals unless this Agreement is terminated by either party upon ninety (90) days prior written notice.

(3) In addition to all the other terms and conditions of the contract documents attached hereto and made a part hereof, in the event the Basic Life Support services for the Borough agreed to be provided by the Contractor is not provided within the time set forth in Paragraph (2), due to the fault on the part of the Contractor, the Borough has a right to void this Agreement.

(4) It is agreed that in the event the Contractor shall become insolvent, make an assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent or take proceedings for liquidation by arrangement or composition with creditors, either voluntarily or involuntarily, any of said acts may be considered a violation of this contract at the election of the Borough.

(5) The Contractor shall not commence services until he has obtained all insurance required and approved by the Municipal Attorney and/or Risk Manager, nor shall the Contractor let any subcontractor until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of such insurance shall be filed with the Borough and shall be subject to the approval of the Borough for adequacy protection.

The Contractor shall take out and maintain during the life of the contract, the following types of insurance:

(a) Workman's Compensation Insurance - The policy shall cover all of the Contractor's employees, employed at the site and, in case any work is sublet, the Contractor shall require the subcontractor to provide Workmen's Compensation Insurance for all his employees unless such employees are covered by the Contractor.

(b) Contractor's Bodily Injury Insurance and Contractor's Protective Bodily Injury Insurance - Liability for bodily injury, including accidental or wrongful death, shall be \$1,000,000.00 for any one person and subject to the same limit for each person, \$1,000,000.00 for one accident.

(c) Contractor's Property Damage Insurance and Contractor's Property Damage Insurance Liability for property damage shall be \$1,000,000 each occurrence combined single limit.

(d) Motor Vehicle Liability Insurance:

(i) Bodily Injury Insurance covering operation of all motor vehicles owned by the Contractor, or used by the Contractor in the prosecution of the work under the contract, shall be in the amount of \$1,000,000.00.

(ii) Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor, or used by the Contractor in the prosecution of the work under the contract, shall be in the amount of \$1,000,000.00. Contractor shall be responsible for Physical Damage coverage to all owned and operated vehicles.

(e) Comprehensive General Liability Insurance - Commercial General Liability with Minimum policy limits - \$1,000,000.00 Combined Single limit on the Occurrence Form. Policy shall be written on the comprehensive form including premises, products/ completed operations, independent contractors, contractual coverage and protect against claims for all damages arising from bodily injury, property damage, personal injury and advertising injury including death.

(f) Professional (Malpractice) Liability Insurance which protects professionals against liability incurred as a result of errors and omissions in performing professional services. A professional act or service arises out of a vocation, calling, occupation or employment involving specialized knowledge, which is not physical or manual. This includes but is not limited to Ambulance services, \$1,000,000.00 for each occurrence.

(g) Umbrella Liability- \$5,000,000.00 per occurrence. Coverage to apply in excess of Commercial General Liability, Automobile Liability, Employers Liability and malpractice Liability.

(h) Property Insurance - The Contractor shall insure their own property in a form of coverage deemed appropriate. Coverage may include but is not limited to Business Property, Medical Equipment, Property in Transit and Crime Coverage. The Borough will not be responsible for any damage to Property owned or operated by the Contractor.

The above required Comprehensive General Liability Policy shall name the Borough, its officers and employees and elected officials as additional insureds and a Waiver of Subrogation will apply to all policies in favor of the Borough.

All policies relating to this Contract shall be so written that the Borough shall be notified of cancellation, or change at least twenty working days prior to the effective date of such cancellation or change. If it is for non-payment of premium there will be 10 days provided. Insurance policies, except for Professional (Malpractice) Liability Insurance shall provide for reinstatement of full coverage after payment of any claim. All policies to be provided by the Contractor to the Borough shall contain only exclusions that are standard under ISO policies with no restrictions or impairments of coverage limits.

(6) The Contractor shall not assign, transfer, or otherwise dispose of this Agreement other than as is herein specified.

(7) The Contractor represents and warrants to the Borough in order to induce the Borough to enter into this Agreement, the following:

(a) The Contractor is able to provide the Basic Life Support services to the Borough in accord with the Contractor's Proposal; and

(b) That the facts stated in any written material or proposal provided by the Contractor are true and correct in all respects.

(8) The Contractor agrees to save, protect, indemnify and defend and hold the Borough harmless against any and all

claims, liens or demands made by any person, firm or corporation for any personal injury or property damage occasioned by the within Agreement or alleged to be caused thereunder by reason of any act on the Contractor's part or any breach of contract or otherwise arising or alleged to be arising out of this Agreement, and further agrees to indemnify, defend, protect and save harmless the Borough from any claim or demand for patent fees, royalties or any invention, machine, article or arrangement that may be used by the Contractor in the performance of the work, and further agrees to defend any and all actions and proceedings arising out of any of the foregoing claims in any suit, and to pay counsel fees and expenses of all kinds whatsoever in any connection therewith.

(9) There shall be no deviations, alterations or changes from this contract unless such deviations, alterations or changes are in writing, signed by both parties hereto, which writing shall specify the additional or lessor cost of same, if any.

(10) This contract is further expressly subject to the provisions of law pertaining thereto, which said provisions are specifically incorporated herein by reference.

(11) Reference herein to the contract documents is for the purpose of expressing the intention of the parties hereto and no conflict is intended to exist as between this instrument and the aforementioned contract documents, however, if any conflict should exist, the interpretations most favorable to the Borough shall be considered as governing the relationship between the parties hereto and the interpretation as to which is most favorable shall be made by the Borough.

(12) Federal Labor Standard Provisions, Executive Order No. 11246 and the Federal Wage Determination are hereby incorporated and made part of this contract.

(13) During the performance of this contract, the contractor agrees as follows:

(a) The contractor and subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during

employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

(b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

(c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) The Contractor shall comply with any and all applicable State and Federal affirmative action laws and regulations.

(14) The Contractor shall comply with all Federal, State and Local laws, rules, regulations (including, but not limited to, OSHA regulations). The Borough accepts no responsibility or liability for any failure of Contractor to comply with such rules, laws, regulations, and decisions or for claims made by third parties resulting from noncompliance.

(15) All EMTS shall be licensed to provide emergency medical service as required by the New Jersey Office of Emergency Medical Service

(16) The Borough may, at any time, terminate the Contract with or without cause with ninety (90) days written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be executed by their proper corporate officers the date and year first above written.

WITNESS:

Borough of Oradell

WITNESS:

HOLY NAME EMS

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**BOROUGH OF ORADELL
RESOLUTION #21-241**

WHEREAS, there exists a need to enter into a contract for Basic Life Support Services with Holy Name EMS for a one year contract; and

WHEREAS, the Borough shall provide compensation as per attachment "A".

NOW THEREFORE BE IT RESOLVED, that the Mayor and Borough Clerk are authorized to sign necessary contract documents for this service; and

Dianne Camelo Didio, Mayor

Passed on a roll call vote at the
the Sine Die Meeting of the Mayor
and Council of the Borough of Oradell
held on Tuesday, January 4, 2022.

(SEAL)
ATTEST:

Laura J. Lyons, CPM, RMC, RPPO
Borough Administrator/Municipal Clerk