



***BOROUGH OF CALDWELL
NEW JERSEY***



**COUNCIL BUSINESS MEETING
October 18, 2016**

Caldwell Council Chambers
1 Provost Square
Caldwell, New Jersey 07006
7:00pm



Council Chambers
1 Provost Square Caldwell, NJ

Borough of Caldwell Council Business Meeting AGENDA

Phone: (973) 226-6100
Website: www.caldwell-nj.com

October 18, 2016 / 7:00PM

MAYOR
Ann Dassing

BOROUGH COUNCIL
Pasquale Capozzoli - President
Richard Hauser
Thomas O'Donnell
Kristian Brown
John Cascarano
Frank Rodgers

CALL TO ORDER

Honorable Ann Dassing, Mayor of the Borough of Caldwell Presiding

Roll Call
Statement of Compliance w/ Open Public Meetings Act
Pledge of Allegiance to the Flag

APPROVAL OF MINUTES

October 4, 2016

PRESENTATION

1. ANJEC Award / Ann Marchioni, Environmental Commission

OPEN PUBLIC COMMENTS ON RESOLUTIONS

Members of the public are invited to comment at this time on any resolution.

RESOLUTIONS - CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine and will be acted upon by a single motion. There will be no separate discussion of these items unless members of the Council request specific items to be removed for separate action.

10-183	AUTHORIZING THE ISSUING OF LICENSE FOR RAFFLE. APPLICANT AND APPLICATION HAVE BEEN APPROVED BY THE CLERK'S OFFICE - Saint Aloysius Roman Catholic Church - Off Premise - Calendar Raffle, January 15, 2017, February 15, March 15, April 15, May 15, June 15, July 15, August 15, September 15, October 15, November 15, December 15, 2017 - 1:00PM
10-184	RESOLUTION SUPPORTING NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH
10-185	AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN THE TOWNSHIP OF BLOOMFIELD AND THE BOROUGH OF CALDWELL EFFECTIVE JANUARY 1, 2016 THROUGH DECEMBER 31, 2018
10-186	AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD THROUGH OCTOBER 18, 2016 FOR 2016 BILLS IN THE TOTAL AMOUNT OF \$2,171,016.75
10-187	RESOLUTION FOR LOCAL EMPLOYERS TO OFFER AN INCENTIVE UNDER THE STATE HEALTH BENEFITS PROGRAM

COUNCIL COMMITTEE REPORTS

Borough Council Members

- Councilman Rodgers



Council Chambers

1 Provost Square Caldwell, NJ

Borough of Caldwell Council Business Meeting

AGENDA

Phone: (973) 226-6100

Website: www.caldwell-nj.com

October 18, 2016 / 7:00PM

MAYOR

Ann Dassing

BOROUGH COUNCIL

Pasquale Capozzoli - President

Richard Hauser

Thomas O'Donnell

Kristian Brown

John Cascarano

Frank Rodgers

REPORT OF MAYOR

Mayor Dassing

REPORT OF BOROUGH ADMINISTRATOR

Paul M. Carelli

REPORT OF BOROUGH ATTORNEY

Greg Mascera

REPORT OF POLICE CHIEF

James Bongiorno

REPORT OF COUNTY LIAISON

Patricia Keenan

OPEN PUBLIC MEETING

Members of the public are invited to comment at this time on any issues, whether or not on the agenda

EXECUTIVE SESSION

Closed Session

BE IT HEREBY RESOLVED in accordance with the provisions of N.J.S.A. 10:12 and 13, the public shall be excluded from the Executive Session of the Governing Body which is being held for the discussion of the following subject matters: 1. Pending or anticipated litigation or contract negotiation; 2. Personnel matters; 3. This Executive Session shall continue for an indefinite period of time and upon termination of the Executive Session, the Governing Body may choose to resume the public portion of the meeting. The discussion, which shall be conducted in closed session, shall be disclosed upon termination of litigation or contractual matter, upon resolution of the personnel matter with consent of said person or persons and as provided by N.J.S.A. 4-12 but in no case later than two (2) years from this date. These minutes shall be available as soon as the matter is resolved or not later than two years hence.

ADJOURNMENT

Additional items may be added to this agenda. Final action may be taken on all matters listed or added to this agenda. This agenda was prepared as of 10/14/2016 with all available information as of this date. This agenda has been sent to four official newspapers of the Borough on 10/14/2016 in compliance with P. L. 1975, c 213

Lisa O'Neill, Deputy Clerk

**BOROUGH OF CALDWELL
COUNCIL BUSINESS/CONFERENCE MEETING
MINUTES – October 4, 2016**

Page 1 of 3

The council Business meeting of the Borough Council of the Borough of Caldwell was called to order in the Council Chambers at 7:00PM.

PRESENT: Mayor Dassing, Council President Capozzoli, Councilman Hauser, O'Donnell, Brown, Cascarano and Rodgers

ALSO PRESENT: Borough Administrator, Paul Carelli and Borough Attorney, Greg Mascera

ABSENT: Councilman O'Donnell and Deputy Clerk, Lisa O'Neill

Adequate notice of this Council Business/Conference meeting was given on January 1, 2016. Notice was posted on the bulletin board on the first floor of the Borough Hall, One Provost Square, Caldwell, New Jersey. Official newspapers of the Borough were notified of this meeting by mail. Notice was posted and all persons requesting notice were sent same.

PLEDGE OF ALLIGENCE

**APPROVAL OF MINUTES:
September 20, 2016**

Moved by Councilman Rodgers, seconded by Councilman Cascarano. No Discussion. On roll call, all voted in the affirmative. Council President Capozzoli abstained. Councilman O'Donnell absent. Minutes approved 10/04/16.

PRESENTATION

- | | |
|---|-------------------------------|
| 1. Generations Electrical / LED Lighting Presentation - | Andrew Joensen
Mike Litvin |
|---|-------------------------------|

OPEN PUBLIC COMMENTS ON RESOLUTIONS

Moved by Councilman Brown, seconded by Councilman Cascarano to open meeting to the Public.

RESOLUTIONS – CONSENT AGENDA

10-177:AUTHORIZING THE ISSUING OF LICENSE FOR RAFFLE. APPLICANT AND APPLICATION HAVE BEEN APPROVED BY THE CLERK'S OFFICE – HSA Lincoln School - Off Premise – 50/50 Raffle, October 29, 2016 – 12:00PM – 5:00PM

10-178: AUTHORIZING REDEMPTION OF TAX LIEN CERTIFICATE #15-00001, BLOCK 3, LOT 1.01

10-179: AUTHORIZING THE LIEN REDEMPTION OF CERTIFICATE #15-00012, Block 55 Lot 1.17

10-180: AUTHORIZING REFUND OF TAX OVERPAYMENT of 2017, 1st & 2nd QUARTER TAXES FOR BLOCK 36 LOT 32, 50 ESPY ROAD, CALDWELL, NJ 07006

10-181: AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD THROUGH OCTOBER 4, 2016 FOR 2016 BILLS IN THE TOTAL AMOUNT OF \$209,045.21

CONSENT:

Moved by Councilman Cascarano, seconded by Councilman Hauser. Discussions Ensued. On roll call, all present voted in the affirmative. Resolutions approved 10/04/16.

COUNCIL COMMITTEE REPORTS:

Councilman Brown reported that on behalf of the Environmental Commission they would like to thank members of the Caldwell University staff and students for their help on their day of service. There were fifteen (15) volunteers that showed up at the Personette Street Park. He would also like to thank the DPW for their continue assistance with the Park. Councilman Brown also reported on the Solar Panel project at the sewer plant and they are continuing to install the infrastructure for the panels and he did receive an update today where there were actual panels being put on the expansions. Based on the schedule it should be completed by December 21st.

REPORT OF MAYOR:

**BOROUGH OF CALDWELL
COUNCIL BUSINESS/CONFERENCE MEETING
MINUTES – October 4, 2016**

Page 2 of 3

Mayor Dassing also thanked Caldwell University for helping with the Personette Street Park. Mayor Dassing was a little disturbed to receive an email that came through from Ray Sullivan about the Generator again not working and she asked Paul where we are with that and does the Borough have any legal recourse. Paul responded that it has worked but it wasn't working when he did the test last week. Discussion Ensued.

REPORT OF BOROUGH ADMINISTRATOR:

Paul Carelli reported on the following:

- Reminder that there will be a sewer board meeting on October 18th. The draft sewer agreements were sent to the Municipalities for their review.
- For the first time ever he downloaded the State health plan for next year and it actually went down.
- The bus was sold through Govdeals and the guy who purchased it is from Missouri.
- The reviews and raises have been completed.
- The leaf compost was awarded at the last meeting so Greg and Paul will work on a contract.
- The Community Center is looking to replace and upgrade the rec trac software with a new software called Community Past. It's a web base system that will give us the capability of financial reporting, activity reporting and all the things that they have been looking to do. Currently West Caldwell uses it for Recreation.
- He put together a synopsis with Dino and what we have today as far as our equipment, there is protection on our networks, we are backed up every night on the cloud, we back up our hard drive here, our email system is already in the cloud which can be accessed from anywhere and the only software that is used is Edmunds.
- The Council received a document on our Capital for the next three years. He would like the Council to review and give him his thoughts on it. Discussions Ensued.

OPEN PUBLIC MEETING:

Moved by Councilman Brown, seconded by Councilman Hauser to open meeting to the Public.

On a motion made by Councilman Brown and seconded by Councilman Hauser, unanimously affirmed, the Council moved into Executive Session at 8:04P.M.

Mayor Dassing read the following statement: BE IT HEREBY RESOLVED in accordance with the provisions of N.J.S.A. 10:12 and 13, the public shall be excluded from the Executive Session of the Governing Body which is being held for the discussion of the following subject matters: 1. Pending or anticipated litigation or contract negotiation; 2. Personnel matters; 3. This Executive Session shall continue for an indefinite period of time and upon termination of the Executive Session, the Governing Body may choose to resume the public portion of the meeting. The discussion, which shall be conducted in closed session, shall be disclosed upon termination of litigation or contractual matter, upon resolution of the personnel matter with consent of said person or persons and as provided by N.J.S.A. 4-12 but in no case later than two (2) years from this date. These minutes shall be available as soon as the matter is resolved or not later than two years hence. The Executive Session is Caldwell Sewer Board User Municipality Agreements.

The Executive Session was adjourned and upon a motion by Councilman Brown seconded by Councilman Rodgers, the Council Business Conference Meeting was opened to the public and the press at 8:24PM.

10-182: RESOLUTION SUPPORTING *PUT THE BRAKES ON FATALITIES DAY*, OCTOBER 10, 2016. OCTOBER 10, 2016 HAS BEEN DECLARED *PUT THE BRAKES ON FATALITIES DAY* BY THE BOROUGH OF CALDWELL AND THE CALDWELL POLICE DEPARTMENT

Moved by Councilman Brown, seconded by Councilman Cascarano. Discussions Ensued. On roll call, all present voted in the affirmative. Resolutions approved 10/04/16.

There being no additional business to be conducted a motion to adjourn the meeting was made by Councilman Brown, seconded by Councilman Cascarano unanimously affirmed by all members present, the meeting was adjourned at 8:27PM.

**BOROUGH OF CALDWELL
COUNCIL BUSINESS/CONFERENCE MEETING
MINUTES – October 4, 2016**

Page 3 of 3

Prepared by: _____
Lisa O'Neill, Deputy Borough Clerk

DATE



**BOROUGH OF CALDWELL
NEW JERSEY**



Resolution No: 10-183

Date of Adoption: October 18, 2016

TITLE:

AUTHORIZING THE ISSUING OF LICENSE FOR RAFFLE. APPLICANT AND APPLICATION HAVE BEEN APPROVED BY THE CLERK’S OFFICE – Saint Aloysius Roman Catholic Church - Off Premise – Calendar Raffle, January 15, 2017, February 15, March 15, April 15, May 15, June 15, July 15, August 15, September 15, October 15, November 15, December 15, 2017 – 1:00PM

BE IT RESOLVED by the Borough Council of the Borough of Caldwell, New Jersey that the following be and is hereby granted a raffle license in accordance with the application filed. Applicant and application has been approved by the Borough Council.

RA-1338 Saint Aloysius Roman Catholic Church
Off Premise – Calendar Raffle
January 15, 2017, February 15, March 15, April 15, May 15, June 15,
July 15, August 15, September 15, October 15, November 15, December
15, 2017 – 1:00PM

FURTHER BE IT RESOLVED that the Clerk be and is hereby authorized to sign a statement of Findings and Determination granting said license and the Borough Clerk be and is hereby authorized to sign said license.

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Capozzoli						Brown				
Hauser						Cascarano				
O'Donnell						Rodgers				

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor



BOROUGH OF CALDWELL NEW JERSEY



Resolution No: 10-184

Date of Adoption: October 18, 2016

TITLE:

RESOLUTION SUPPORTING NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, The Borough of Caldwell supports the goals and ideals of National Domestic Violence Awareness Month, and hereby recognizes October as Domestic Violence Awareness Month in the Borough of Caldwell; and

WHEREAS, Domestic violence impacts all members of the family including pets, who are often the most vulnerable; and

WHEREAS, Nationally, there are an estimated 1.3 million victims of domestic violence annually; and

WHEREAS, The National Domestic Violence Counts Census found that during 1 day during September 2015, more than 71,828 victims of domestic violence received services, but 12,197 requests for services went unmet due to a lack of funding and resources; and

WHEREAS, Only 3 percent of domestic violence shelters nationwide can accommodate pets; and

WHEREAS, Up to 85% of women entering domestic violence shelters reported that their partner had threatened, injured or killed their pet; and

WHEREAS, Up to 65% of women who are in abusive relationships will not flee or delay leaving because they have no way of protecting their pet family members; and

WHEREAS, The human/animal bond has profound physiological consequences and victims should not have to make the devastating decision to give up their pets or leave them behind in danger; and

WHEREAS, There were 62,055 domestic violence offenses reported by the NJ State police in 2014, and with 62% of homes in America having companion animals, that means almost 40,000 of these victims may have had nowhere to turn to protect their pet family members; and

WHEREAS, There were 5,940 reported incidents of domestic violence abuse in Essex County in 2014; and

WHEREAS, Domestic violence is cited as a significant factor in homelessness and abandoned animals among families; and

WHEREAS, Children are involved or present during 29 percent of all domestic violence offenses; and

WHEREAS, Pet family members serve as therapy providing support, reassurance, comfort and security to children and adult victims of domestic violence who experience immediate and long-term negative outcomes, including detrimental effects on mental and physical health; and

WHEREAS, Adequate pet friendly domestic violence shelters is vitally important to the health and well-being of families and pets by enabling victims to escape abuse with their pet family member; and

WHEREAS, Law enforcement officers in the United States put their lives at risk each day by responding to incidents of domestic violence, including intentional targeting of pets trapped in domestic violence situations; and

WHEREAS, Animals may suffer from immediate physical injury, as well as a variety of ailments and behavioral issues due to chronic exposure to domestic violence; and

WHEREAS, Animals are an integral part of the family and deserve the same respect and protection from domestic violence; and



BOROUGH OF CALDWELL NEW JERSEY



WHEREAS, If we are to succeed in protecting victims of domestic violence, we must support the expansion of pet friendly housing for victims to escape abuse together with their pet family members both as policy and as practice; and

WHEREAS, If we are to succeed in protecting the defenseless, innocent animals of domestic violence victims, we must support the expansion of temporary safe havens to care for them until they may be safely reunited with their families both as policy and as practice; and

WHEREAS, If we are to succeed in protecting the adoring animals of domestic violence victims, we must support the efforts of animal rescue organizations who provide temporary foster care for pet family members in a loving home until they may be safely reunited with their families both as policy and as practice; and

WHEREAS, Only Kindness Rescue should be recognized for their commitment and dedication to rescuing and helping homeless animals and bringing awareness of the need for protection of pets of domestic violence victims to our attention; and

WHEREAS, The Borough of Caldwell supports the Pets and Women Safety Act (PAWS Act) of 2015, introduced in House (03/04/2015) to assist both male and female victims of domestic violence and their pets; and

NOW, THEREFORE, I, the Mayor of the Borough of Caldwell, New Jersey, do hereby proclaim October 20, 2016 as "Pets of Domestic Violence Awareness Day" in Caldwell, New Jersey and commend its observance to all citizens in celebration of its significance and impact on our community.

Ann Dassing, Mayor

Attest:

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Capozzoli						Brown				
Hauser						Cascarano				
O'Donnell						Rodgers				

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor

This resolution, when adopted, must remain in the possession of the Municipal Clerk. Certified copies are available.



**BOROUGH OF CALDWELL
NEW JERSEY**



Resolution No: 10-185

Date of Adoption: October 18, 2016

TITLE:

AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN THE TOWNSHIP OF BLOOMFIELD AND THE BOROUGH OF CALDWELL EFFECTIVE JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

WHEREAS, it is the desire of the Borough Council of the Borough of Caldwell, New Jersey to enter into an Interlocal Service Agreement for Animal Control Services between the Township of Bloomfield and the Borough of Caldwell effective January 1, 2016 through December 31, 2018, and;

WHEREAS, the Township of Bloomfield has agreed to provide these services for the cost of \$14,140 for calendar year 2016, \$14,352 for calendar year 2017, \$14,496 for calendar 2018

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Caldwell that the Borough Administrator be and is hereby authorized and directed to execute the Local Service Agreement and other related documents on behalf of the Borough of Caldwell.

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Capozzoli						Brown				
Hauser						Cascarano				
O'Donnell						Rodgers				

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor



Borough of Caldwell
Department of Health and Human Services



1 Provost Square • Caldwell, New Jersey 07006
973-403-4623 • Fax 973-403-4625

To: Paul Carelli

FROM: Maria Burak 

RE: Animal Control Contract

DATE: October 13, 2016

Attached please find a three year agreement for Animal Control Services with the Township of Bloomfield. This contract covers all of 2016 – services are already being provided, 2017 and 2018. There is no cost increase from 2015 for this year with the cost at \$14,140. For the year 2017, there is a 1.5% increase to \$14,352. For 2018, there is a 1% increase to \$14,496.

I would appreciate if you would review this contract and if possible present it to the Mayor and Council via resolution at the next meeting. We need two signed copies to be sent to Bloomfield for their signatures.

Thank you.

INTER-LOCAL AGREEMENT BETWEEN BOROUGH OF CALDWELL AND TOWNSHIP OF BLOOMFIELD FOR ANIMAL CONTROL SERVICES

In accordance with N.J.S.A. 40:8A-1 et seq. Inter-local Services Act, the entities identified herein agree to the following terms and conditions:

THIS AGREEMENT is made by and between the Borough of Caldwell (hereinafter "Recipient") and the Township of Bloomfield and its employees, agents and representatives (hereinafter "Provider") entered into on this _____ day of _____, 2016, with an effective date of January 1, 2016.

THIS AGREEMENT shall be for the purpose of ensuring an animal control program in accordance with N.J.S.A. 4:19-15:16 et seq. and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey for animal control.

THIS AGREEMENT shall adhere to all applicable local ordinances.

A. ADMINISTRATION:

- 1) Any stray dog, cat or other animal of unknown ownership charged with or suspected of biting a human shall be impounded and quarantined by the Animal Control Officer for at least ten (10) days according to the procedures of the Provider and N.J.A.C. 8:23 A-1.10. The Provider may require that such animal be quarantined at the Bloomfield Animal Shelter if so ordered by a court of law or if deemed necessary by the Provider in order to protect the public.
- 2) Any dog, cat or other animal of known ownership charged with or suspected of biting a human shall be quarantined by the Animal Control Officer for at least ten (10) days according to the procedures of the Recipient and N.J.A.C. 8:23A-1.10. The Provider may require that such animal be quarantined at the Bloomfield Animal Shelter if so ordered by a court of law or if deemed necessary by the Provider in order to protect the public.
- 3) Pursuant to N.J.S.A. 4:19-19, the Provider will seize and impound any dog when such officer has reason to believe that the dog may have caused injury in a manner as described in N.J. S. A. 4:19-19 et seq.

B. SERVICES:

- 1) The Provider will provide animal control services and shall make its services available during regular working hours, Monday through Saturday, 8:30AM to 4:30PM.
- 2) All animal control regulations and programs adopted by ordinance by the Recipient upon execution of this Agreement will be enforced and provided by the Provider.
- 3) New animal control programs, ordinances and ordinance amendments created or passed by the Recipient during the term of this Agreement must be provided within ten (10) days of adoption to the Provider by the Recipient unless agreed to otherwise.
- 4) Any change to the terms and conditions of this Agreement requiring the Provider to provide services that alters the workforce/man hours needed for any new ordinances or programs the Recipient passes or creates shall be subject to additional compensation over and above the stated contract amount.

- 5) The Provider shall have its representative(s) appear in court and testify in cases where a summons is issued on behalf of the Recipient and a trial is required.
- 6) Patrolling of streets and public and private property and conducting dog and/or cat censuses are not covered under this contract.
- 7) Rabies control (i.e. Rabies clinics) programs will be conducted at regularly scheduled sites within Bloomfield Township, in addition to any rabies control clinic conducted by the Recipient. The Provider will provide adequate notice of the date, time and location of its Rabies control programs. The provisions of this Agreement do not extend to Rabies clinics solely sponsored by the Recipient.
- 8) The Provider will trap animals, in accordance with the provisions herein, for transportation to the Bloomfield Animal Shelter. Requests by the Recipient for trapping or removal of feral cats covered under this contract must be made in advance (seven (7) days) in order for the Provider to assure space availability at the Bloomfield Animal Shelter. The Provider will not accept animals trapped by the Recipient, its agents or residents.
- 9) The Provider and the Recipient agree to jointly develop and the Recipient will distribute pamphlets or other materials to educate residents of the Recipient on the public health issues associated with feeding unowned cats and wild animals or other animal control policies and regulations as necessary.
- 10) When necessary the Provider will provide for the humane destruction and proper disposal of animals in its care.
- 11) Transportation to the New Jersey Department of Health Laboratory of the head of a deceased animal alleged or suspected of having rabies shall be provided by the Provider.
- 12) The pick-up, preparation and transportation of specimens for laboratory analysis for West Nile Virus or any other disease surveillance required by the State of New Jersey will be the responsibility of the Provider.
- 13) The Provider will only euthanize, trap and/or relocate wild animals that pose an imminent public health threat and only in accordance with New Jersey State statutes, rules, regulations and policies, including the current "Policy on the Relocation of Wildlife" issued by the State of New Jersey's Division of Fish and Wildlife. The Provider will not euthanize or relocate nuisance wildlife.
- 14) Removal of any dead animal, including wildlife, on private or public property, unless noted otherwise herein, is not covered under this Agreement.
- 15) The Provider will provide proper and adequate record keeping and documentation of services rendered to the Recipient and will provide such documentation to the New Jersey State Department of Health as necessary.
- 16) The Provider shall provide the Recipient and its Board of Health with monthly activity reports and a summary table of all monthly activities at the end of each calendar year.
- 17) The Recipient shall be responsible for initial response to after-hour emergency calls. The Recipient may call upon the Provider for after-hour emergencies as defined below. After-hour emergency calls are defined as calls received on Sundays, Provider's recognized Holidays or Monday through Saturday between the hours of 4:30 PM and 8:30 AM. The Police Department, Health Department or any other Official so charged by the Recipient may initiate emergency calls.

An emergency is defined as:

- A. An animal presenting an immediate danger or threat to human health or safety;
- B. An injured or sick wild animal or an injured or sick domestic animal lost, abandoned or otherwise not under the possession/control of its owner and/or the owner is not available or cannot be located which is contained and not at-large;

- C. A bat (or other wild animal at relative high risk of rabies) inside the living quarters of a house (private residence).

Routine strays or other matters of a non-emergency nature will not require an emergency response and will be handled during regular working hours as noted in Paragraph 1 above.

C. INSURANCE/INDENIFICATION:

- 1) The Provider will maintain liability, malpractice, worker's compensation and all mandated coverage for its employees, and will name the Recipient as an additional insured.
- 2) The Recipient must maintain comprehensive general liability insurance and name the Provider and its employees and agents as additional insured.
- 3) The Provider shall hold the Recipient harmless from any and all claims arising out of the performance of this contract by the Provider, its agents, servants or employees including, but not limited to, claims for personal injury, property damage and worker's compensation, and agrees to reimburse the Recipient for any and all costs, legal fees, claims and judgments which may be paid by the Recipient arising out of the performance of this contract by the Provider.

D. DURATION:

The terms of this Agreement shall be three (3) years. This Agreement is effective as of January 1, 2016, with an automatic extension described in Section F for 2019.

E. FINANCIAL TERMS:

- 1) The services under this Agreement will be performed during regular working hours, 8:30AM to 4:30PM, Monday through Saturday. Services performed on Sundays, Monday through Saturday between the hours of 4:30PM and 8:30AM or officially recognized Holidays of the Provider will constitute overtime services payable as described in Paragraph 2 below.
- 2) The Recipient will reimburse the Provider for all overtime costs incurred resulting from the performance of this Agreement or for services outside the scope of this Agreement that are performed by the Provider at the specific request of Recipient or other persons authorized by the Recipient to act on behalf of Recipient. The Recipient will reimburse the Provider at the agreed overtime rate of the Provider, with a minimum charge of three (3) hours for any portion of time within the first (3) hours, for animal control services/officers. In the event that an overtime call results in more than three (3) hours, the Recipient will reimburse the Provider at one-third (1/3) of the below stated rate for each additional hour provided. The three (3) hour rate for the contract period is established at \$141.
- 3) For the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$14,140 per annum in 2016, payable as follows: \$10,605 upon execution, and one (1) additional payment of \$3,535 payable for the last quarter. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
- 4) For the services provided during 2017, 1.5% increase \$14,352 per annum paid in quarterly payments of \$3,588.
- 5) For the services provided during 2018, 1% increase \$14,496 per annum paid in quarterly payments of \$3,624.

- 6) The Provider will bill the Recipient by invoice at the beginning of each quarter during subsequent years 2017 and 2018.
- 7) Emergency treatment will be rendered to any obviously ill or injured domestic animal, when feasible, while in the possession of the Provider or its ACOs. Charges for such treatment shall be the responsibility of the animal's owner and payable to the Provider. If such owner is not identified, the Recipient will not be charged for treatment.
- 8) The payments set forth above shall include all costs incurred by the Provider in the maintenance of the Bloomfield Animal Shelter, costs, expenses and maintenance of vehicles and all necessary insurance, which the Provider agrees to provide.
- 9) Any resident of the Recipient may redeem his or her dog, cat or other pet from the Bloomfield Animal Shelter according to the fee schedule set by the operator of the facility.
- 10) All Provider animal shelter fees incurred by residents of the Recipient will be retained by the current Township of Bloomfield ordinance pertaining to fees.

F. EXTENSION OF TIME:

The terms of this Agreement will be automatically extended for a successive 12 month period unless renegotiated or terminated by either party. The automatic renewal shall provide for a 2% cost increase. A new Agreement, inclusive of costs, shall be presented to the Recipient within ninety (90) days prior to the contract expiration date, with the renegotiation period commencing one hundred twenty (120) days prior to the contract expiration date.

G. TERMINATION:

Either party may terminate this Agreement by providing one hundred eighty (180) days advance written notification by certified copy of its intentions to terminate the Agreement and setting forth the proposed date of termination.

During a period of renegotiation as noted in Section F above, either party may terminate said Agreement by providing sixty (60) days advance written notification by certified copy of its intentions to terminate the Agreement and setting forth the proposed date of termination. During the period of renegotiation, if notice of termination is not received timely, the Provider will continue to provide services under the terms of the Agreement in F. above. Notification within this section shall be by first class United States Postal Service certified and return receipt mail.

IN WITNESS HEREOF, each party has caused its authorized officials to sign this Agreement on its behalf

ATTEST:

RECIPIENT:

BOROUGH OF CALDWELL _____

Title:

Date:

PROVIDER:

TOWNSHIP OF BLOOMFIELD _____

Title:

Date:



**BOROUGH OF CALDWELL
NEW JERSEY**



Resolution No: 10-186

Date of Adoption: October 14, 2016

TITLE:

AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD THROUGH OCTOBER 18, 2016 FOR 2016 BILLS IN THE TOTAL AMOUNT OF \$2,171,016.75

BE IT RESOLVED by the Borough Council of the Borough of Caldwell, New Jersey that,

WHEREAS, certain bills which are contained on the bills list which is annexed hereto and incorporated herein have been submitted to the Borough of Caldwell for payment, and;

WHEREAS, pursuant to N.J.S.A. 40A:5:16, it has been certified to the governing body that the goods or services for which said bills were submitted have been received by or rendered to the Borough of Caldwell, and;

WHEREAS, the Director of Finance of the Borough of Caldwell has certified to the governing body that there are funds legally appropriated and available in the current operating budget for the payment of said bills and that the said payment will not result in the disbursement of public monies or in the encumbering of same in excess of the 2015 and/or 2016 appropriation for said purpose;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Caldwell that the, Borough Administrator and Deputy Clerk be and are hereby authorized to sign checks in payment of the bills set forth in the annexed schedule.

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Capozzoli						Brown				
Hauser						Cascarano				
O'Donnell						Rodgers				

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor



BOROUGH OF CALDWELL NEW JERSEY



Resolution No: 10-187

Date of Adoption: October 14, 2016

TITLE:

RESOLUTION FOR LOCAL EMPLOYERS TO OFFER AN INCENTIVE UNDER THE STATE HEALTH BENEFITS PROGRAM

BE IT RESOLVED:

The Borough of Caldwell – SHBP Employer Location Number

We agree to voluntarily participate in the Financial Incentive Pilot Program granting financial incentives to subscribers who select enrollment into tiered-network medical plans otherwise known as Horizon Blue Cross Blue Shield of New Jersey's OMNIA Plan or Aetna's Liberty plan. We agree that the management and administration of this incentive program shall be solely our responsibility.

The terms of the pilot incentive program described above shall include:

- The Pilot Program shall be available to subscribers who are first time enrollees in a tiered network medical plan beginning Plan Year 2017 and continuing for two plan years through December 31, 2018;
- The Pilot Program does not extend to participants enrolled under Chapter 375, P.L. 2005, (certain over age adult children) and COBRA;
- Participation is voluntary at the option of the employer;
- The financial incentive for eligible employees shall be:
 - \$1,000 for Single member coverage when changing to a tiered-network plan
 - \$1,250 for Member/Spouse coverage when changing to a tiered-network plan
 - \$1,250 for Parent/Child coverage when changing to a tiered-network plan
 - \$2,000 for Family coverage when changing to a tiered-network plan
- The incentive amount shall be paid within the first quarter of Plan Year 2017 and is reportable income.
- The incentive shall be forfeited and returned to the employer if the subscriber fails to remain enrolled for at least two plan years, except that if a subscriber is made ineligible for healthcare through layoff, involuntary separation, reduction to part-time status, or classification into an ineligible position. If a subscriber voluntarily retires or changes health plans due to a catastrophic or emergency health need as determined by the employer after a full year, then the incentive shall be forfeited on a pro-rata basis.



**BOROUGH OF CALDWELL
NEW JERSEY**



I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the:

_____ on the _____ day of _____, 20 _____.
CORPORATE NAME OF EMPLOYER

SIGNATURE OFFICIAL TITLE

STREET ADDRESS CITY STATE ZIP CODE

AREA CODE TELEPHONE NUMBER

EMPLOYER'S STATE SOCIAL SECURITY IDENTIFICATION NUMBER NUMBER OF EMPLOYEES

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Capozzoli						Brown				
Hauser						Cascarano				
O'Donnell						Rodgers				

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor

This resolution, when adopted, must remain in the possession of the Municipal Clerk. Certified copies are available.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PENSIONS AND BENEFITS
STATE HEALTH BENEFITS PROGRAM
PO BOX 299 TRENTON, NEW JERSEY 08625-0299

RESOLUTION

A RESOLUTION for Local Employers to offer an incentive under the State Health Benefits Program.

BE IT RESOLVED:

The _____
CORPORATE NAME OF EMPLOYER SHBP EMPLOYER LOCATION NUMBER

We agree to voluntarily participate in the Financial Incentive Pilot Program granting financial incentives to subscribers who select enrollment into tiered-network medical plans otherwise known as Horizon Blue Cross Blue Shield of New Jersey's OMNIA Plan or Aetna's Liberty plan. We agree that the management and administration of this incentive program shall be solely our responsibility.

The terms of the pilot incentive program described above shall include:

- The Pilot Program shall be available to subscribers who are first time enrollees in a tiered network medical plan beginning Plan Year 2017 and continuing for two plan years through December 31, 2018;
- The Pilot Program does not extend to participants enrolled under Chapter 375, P.L. 2005, (certain over-age adult children) and COBRA;
- Participation is voluntary at the option of the employer;
- The financial incentive for eligible employees shall be:
 - \$1,000 for **Single member coverage** when changing to a tiered-network plan.
 - \$1,250 for **Member/Spouse coverage** when changing to a tiered-network plan.
 - \$1,250 for **Parent/Child coverage** when changing to a tiered-network plan.
 - \$2,000 for **Family coverage** when changing to a tiered-network plan.
- The incentive amount shall be paid within the first quarter of Plan Year 2017 and is reportable income.
- The incentive shall be forfeited and returned to the employer if the subscriber fails to remain enrolled for at least two plan years, except that if a subscriber is made ineligible for healthcare through layoff, involuntary separation, reduction to part-time status, or classification into an ineligible position. If a subscriber voluntarily retires or changes health plans due to a catastrophic or emergency health need as determined by the employer after a full year, then the incentive shall be forfeited on a pro-rata basis.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the: _____ on the _____ day of _____, 20 _____.

CORPORATE NAME OF EMPLOYER

SIGNATURE OFFICIAL TITLE

STREET ADDRESS CITY STATE ZIP CODE

AREA CODE TELEPHONE NUMBER

EMPLOYER'S STATE SOCIAL SECURITY IDENTIFICATION NUMBER NUMBER OF EMPLOYEES