

**SPECIAL MEETING
OF THE
ELMWOOD PARK MAYOR AND COUNCIL
September 26, 2022
4:00 P.M.**

1. CALL TO ORDER:

The Special Meeting of the Mayor and Council of the Borough of Elmwood Park was called to order on Monday, September 26, 2022 at 4:00PM in the Council Chambers of the Municipal Building, 182 Market Street, Elmwood Park, New Jersey.

On Roll Call Councilmembers:

Dennis, Pellegrine, Sheridan and Council President Fasolo. Also present were Mayor Colletti, Borough Administrator Foligno, Acting Borough Clerk Shanee Morris, and Borough Attorney Salvatore Ingrassia.

2. STATEMENT OF COMPLIANCE:

Whereas, Chapter 231 of the Public Laws of the State of New Jersey requires at the commencement of every meeting a Statement of Compliance be read by the presiding officer.

Now, Therefore Be Advised, that the meeting requirements for this meeting have been met by publishing a special meeting notice in The Record and Herald News and by posting such notice in the office of the Borough Clerk as well as in a public place within the Municipal Building, and by notifying interested citizens. Said notice was posted and transmitted on September 20, 2022 and published on September 22, 2022.

3. RESOLUTION:

R-347-22 Award of Bid – FY2022 NJDOT MA Program – Grove Street Improvements

R-348-22 Approve 2022-2023 Flu Professional Services Agreement Between County of Bergen and Borough of Elmwood Park

4. APPLICATIONS:

A motion was made by Councilwoman Pellegrine and seconded by Council President Fasolo to accept the application for Our Lady of Mt. Virgin RC Church Raffle to be held on October 14, 2022. Motion carried unanimously.

5. PUBLIC HEARING:

6. ADJOURNMENT:

**BOROUGH OF ELMWOOD PARK
BERGEN COUNTY, NEW JERSEY
RESOLUTION R-347-22**

**RESOLUTION BY: COUNCILWOMAN PELLEGRINE
SECONDED BY: COUNCIL PRESIDENT FASOLO**

**AWARD OF BID – FY2022 NJDOT MA PROGRAM – GROVE STREET
IMPROVEMENTS**

WHEREAS, the Mayor and Council of the Borough of Elmwood Park, County of Bergen, State of New Jersey solicited bid proposals for the FY2022 NJDOT MA Program – Grove Street Improvements; and

WHEREAS, the Bid Opening Committee did receive 6 bids pursuant to the advertisement for the above project; and

WHEREAS, the proposals were opened on Friday, September 23, 2022 and the results are as follows;

<u>Contractors</u>	<u>Bid</u>
4 Clean-up Inc.	\$280,563.50
AJM Contractors	\$274,355.00
D.L.S. Contracting	\$298,609.00
D&L Paving Contractors	\$295,151.10
Vektor Corporation	\$270,185.00
Cifelli & Sons General Contractor	\$308,255.00

WHEREAS, the bids submitted have been reviewed by the Borough Attorney and Borough Engineer and are in compliance with the New Jersey Local Public Contract Law, and it is the recommendation of the Mayor and Council that the above-mentioned project be awarded to Vektor Corporation in the amount of \$270,185.00; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Elmwood Park, County of Bergen, State of New Jersey that the bid submitted by Vektor Corporation in the amount of \$270,185.00 be and is hereby awarded to be paid out of future capital bond and NJDOT grant; and

BE IT FURTHER RESOLVED, that Mayor Robert Colletti and Acting Borough Clerk Shanee Morris are hereby authorized to execute said contract.

I, Roy Riggitano, Chief Financial Officer for the Borough of Elmwood Park do hereby confirm that there are sufficient funds available for this resolution.

Roy Riggitano, Chief Financial Officer

September 23, 2022
Dated

APPROVED: September 26, 2022

Robert Colletti, Mayor

ATTEST: _____
Shanee Morris, CMR
Acting Borough Clerk

Record of Council Vote on Passage

	AYE	NAY	Abstain	Absent		AYE	NAY	Abstain	Absent
Balistrieri				X	Pellegrine	X			
Dennis	X				Sheridan	X			
Golabek				X	Fasolo	X			

This resolution was approved by the Mayor and Council of the Borough of Elmwood Park at a regular scheduled meeting held on the 26th day of September 2022. Signed and sealed before me.

Shanee Morris, CMR
Acting Borough Clerk

Dated

**BOROUGH OF ELMWOOD PARK
BERGEN COUNTY, NEW JERSEY
RESOLUTION R-348-22**

**RESOLUTION BY: COUNCIL PRESIDENT FASOLO
SECONDED BY: COUNCILWOMAN PELLEGRINE**

**APPROVE 2022-2023 FLU PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF BERGEN AND
BOROUGH OF ELMWOOD PARK**

WHEREAS, the County of Bergen, Department of Health Services offers a program in which municipalities may contract for the purpose of providing flu vaccination clinics for its residents; and

WHEREAS, the program includes purchasing the vaccines in bulk, administration of the vaccine to residents, and Medicare part B insurance processing for vaccinated residents maintaining this form of insurance; and

WHEREAS, the hereinafter referred to as the “Municipality”; and

WHEREAS, the County of Bergen, Department of Health Services, having its principal place of business at One Bergen County Plaza, Hackensack, NJ 07601 and hereinafter referred to as the “BCDHS”; and

WHEREAS, the Bergen County Resolution as adopted by the Bergen County Board of Chosen Freeholders authorized by the County Executive to enter into an agreement;

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

- I. BCDHS and Municipality acknowledge and agree that by virtue of the services Municipality agrees to perform under the Contract, Municipality is BCDHS’s “Municipality” as such term is defined under the regulatory Standards for Privacy of Individually Identifiable Health Information adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (such regulations and act are hereinafter collectively referred to as “HIPAA”).
- II. BCDHS and Municipality acknowledge that in order for the BCDHS to disclose to Municipality, or for the Municipality to create or to receive on behalf of BCDHS, information defined as “protected health information” under HIPAA, BCDHS must obtain and document satisfactory assurance that Municipality will appropriately safeguard the information.

NOW, BE IT FURTHER RESOLVED, for and in consideration of the foregoing premises, and the covenants and other agreements set forth below, BCDHS and Municipality, intending to be bound legally, hereby agree as follows:

- I. Permitted Uses and Disclosures. Municipality may use and disclose protected health information it receives from BCDHS or that it creates or receives on behalf of BCDHS (collectively, the “Protected Health Information”) only to perform its obligations under the Contract and, in such cases, only to extent that BCDHS may use and disclose such information, or as otherwise permitted or required under this Agreement or required by law.
- II. Compliance Obligations.
 - A. Municipality may not use or disclose Protected Health Information other than as permitted or required in the Contract or this Agreement, or required by law.

- B. Municipality shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for under the Contract or this Agreement.
- C. Municipality shall promptly report to BCDHS any use or disclosure of Protected Health Information not provided for under the Contract or this Agreement of which Municipality becomes aware.
- D. Municipality shall ensure that any agents, including any subcontractor, to whom Municipality provides Protected Health Information, agrees to the same restrictions and conditions that apply to Municipality under this Agreement with respect to such information.
- E. Municipality shall make available to BCDHS, within 15 business days of BCDHS's request, such Protected Health Information maintained by Municipality as BCDHS requires to comply with the access and inspection rights of the individual who is the subject of the information, or the access and inspection rights of the individual's personal representative, in accordance with 45 C.F.R. §164.524.
- F. Municipality shall make available to BCDHS, within 15 business days of BCDHS's request, such Protected Health Information maintained by Municipality as BCDHS requires to make amendments in accordance with 45 C.F.R. §164.526, and Municipality shall incorporate amendments into Protected Health Information as directed by BCDHS.
- G. Municipality shall document disclosures of Protected Health Information it makes if and to the same extent that BCDHS is required to document the disclosures under 45 C.F.R. §164.528 and it shall make such documentation available to BCDHS within 15 business days of BCDHS's request.
- H. Municipality shall make available to the Secretary of the United States Department of Health and Human Services its internal practices, books and records relating to the use and disclosure of Protected Health Information for the purposes of determining BCDHS's compliance with the standards and implementation specifications for Municipality contracts.

III. Management and Administration; Data Aggregation.

- A. Municipality may use such Protected Health Information as is necessary for the proper management and administration of Municipality or the Municipality to perform its legal obligations. Municipality may disclose Protected Health Information for such purposes, but only if (i) the disclosure is required by law, or (ii) Municipality obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Municipality of any breach of confidentiality concerning such information of which it is aware.
- B. Municipality may use the Protected Health Information to provide data aggregation services relating to the health care operations of BCDHS.

IV. Term and termination

- A. The term of this Agreement shall be from September 1, 2022 through June 30, 2023.

- B. Notwithstanding anything to the contrary contained in the Contract, BCDHS may terminate the Contract and this Agreement upon at least 45 days advance written notice of termination, if Municipality materially breaches any term or condition of this Agreement and Municipality fails to cure the breach within the notice period.
- C. Upon Termination of this Agreement, if feasible, Municipality shall return to BCDHS or destroy all Protected Health Information in its possession and retain no copies of such information if infeasible, it may maintain such information; however, the protections of this Agreement will survive termination with respect to such information, and Municipality shall limit further its uses and disclosures of the Protected Health Information for those purposes that make the return or destruction of the information infeasible.
- D. NOTICE: Written notice under this Agreement shall be sent via certified mail, return receipt requested, to:

**County of Bergen
 Department of Health Services
 One Bergen County Plaza, 4th Floor
 Hackensack, NJ 07601
 Attn: Hansel F. Asmar, Director / Health Officer**

And

**Borough of Elmwood Park
 182 Market Street
 Elmwood Park, NJ 07407-1407
 Attn.: Shanee Morris, Acting Borough Clerk**

APPROVED: September 26, 2022

 Robert Colletti, Mayor

ATTEST: _____
 Shanee Morris, CMR
 Acting Borough Clerk

Record of Council Vote on Passage

	AYE	NAY	Abstain	Absent		AYE	NAY	Abstain	Absent
Balistreri				X	Pellegrine	X			
Dennis	X				Sheridan	X			
Golabek				X	Fasolo	X			

This resolution was approved by the Mayor and Council of the Borough of Elmwood Park at a regular scheduled meeting held on the 26th day of September 2022. Signed and sealed before me.

 Shanee Morris, CMR
 Acting Borough Clerk

 Dated

PUBLIC COMMENT

Jeffery Freitag – 34 Hillman Drive asked about the property on Van Riper and Mola Boulevard. Borough Engineer Thomas Lemanowicz from Alaimo Group explained.

Mayor Colletti announced the Library opening will be October 22, 2022 but the dedication will be postponed.

A motion was made by Councilwoman Pellegrine and Seconded by Council President Fasolo to adjourn.

Respectfully submitted,

Shanee Morris, CMR
Acting Borough Clerk

Minutes approved at the February 16, 2023 Regular Meeting.