



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
CLIMATE AND FLOOD RESILIENCE  
Division of Engineering & Construction  
Bureau of Flood Engineering  
MAIL CODE 501-01A  
PO Box 420, Trenton NJ 08625-0420  
Telephone: 609-292-2296 Fax: 609-984-1908

PHIL MURPHY  
*Governor*

CATHERINE R. MCCABE  
*Commissioner*

SHEILA OLIVER  
*Lt. Governor*

Mr. Michael J. Rohal, Clerk  
Borough of Glen Ridge  
825 Bloomfield Avenue  
Glen Ridge, NJ 07028-0066

November 13, 2019

Re: Borough of Glen Ridge, Essex County  
Flood Damage Prevention Ordinance  
Community ID # 340183

Dear Mr. Rohal:

This is in reference to the letter from Mr. Luis Rodriguez, P.E., Director, Engineering & Modeling Division, Federal Insurance and Mitigation Administration, dated October 3, 2019 (copy enclosed), addressed to your Mayor, concerning the need to revise the Borough's current Flood Damage Prevention Ordinance (FDPO) to continue participation in the National Flood Insurance Program (NFIP).

To assist your municipality and the Federal Emergency Management Agency (FEMA), our Bureau has reviewed the Borough's municipal code and recommends deleting and replacing the FDPO with an updated Model "D Best Available" version. The updated ordinance must adopt the revised Flood Insurance Study (FIS) dated April 3, 2020, index map, and Flood Insurance Rate Maps (FIRMs) whose panel numbers are 34013C0104G, 34013C0112G dated April 3, 2020. In addition, your ordinance must incorporate updated and "Best Available" language to meet the recent changes to federal and state requirements. "Best Available" language considers the recent preliminary FEMA flood mapping when applying for permits in the floodplain. At the same time, you may want to upgrade to higher standards for your community.

You can download the model "D Best Available" ordinance (in Microsoft Word format) from our webpage <http://www.nj.gov/dep/floodcontrol/modelord.htm>. The model ordinance is color coded to help identify the changes. A yellow highlight is locally unique wording, green highlight is new required wording, and blue highlight is recommended higher standards. These models meet or exceed the minimum requirements accepted by FEMA and the state. When amending, be sure to include the entire panel number, including the suffix letter, and the new effective date April 3, 2020 in the section titled BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

It should be noted that there are several steps to be taken to enter the NFIP. Participation in the NFIP is a voluntary program however, only those communities participating in the program can offer low cost flood insurance through the NFIP. We urge you to contact the FEMA Regional Office, at telephone number (212) 680-3600 for assistance. Once the ordinance has been adopted please forward two (2) **certified, signed and sealed** copies of the ordinance to this office by December 16<sup>th</sup>, 2019 so I can report to FEMA that your municipality has adopted an ordinance that is fully compliant with current NFIP floodplain management regulations.

Should you have any questions or need help with the model ordinance document, please contact A. Chris Gould at (609) 292-2296 or [alan.gould@dep.nj.gov](mailto:alan.gould@dep.nj.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "John H. Moyle", with a long horizontal line extending to the right.

John H. Moyle, P.E., Director  
Division of Dam Safety and Flood Control

Enclosure: FEMA LFD for the Borough of Glen Ridge, Essex County

C: File  
William McDonnell, Deputy Director, Region II Mitigation Division (email)  
Michael J. Rohal – Zoning Official (email)

**INTERLOCAL AGREEMENT BETWEEN  
THE BOROUGH OF GLEN RIDGE  
AND  
TOWNSHIP OF BLOOMFIELD BOARD OF HEALTH  
FOR LOCAL PUBLIC HEALTH SERVICES**

In accordance with N.J.S.A. 40A:65-1 et seq. *Interlocal Services Act*, the entities identified herein agree to the following terms and conditions:

**THIS AGREEMENT** is made by and between the Borough of Glen Ridge as the “Authorized Agent” and the Board of Health of the Township of Bloomfield (hereinafter “Provider”) entered into on this \_\_\_ day of \_\_\_\_\_ 2019, effective January 1, 2020.

**THIS AGREEMENT**, pursuant to N.J.S.A. 26:3A2-1, et seq. *Local Health Services Act*, shall be for the purpose of ensuring a public health program for the Glen Ridge Board of Health (hereinafter “Recipient”) in accordance with N.J.A.C. 8:52 *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey* and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey.

This agreement shall adhere to all applicable local ordinances of the “Recipient” and “Authorized Agent”.

**A. ADMINISTRATION:** The Provider’s local health department is designated the statutorily recognized “local health agency” for the Recipient.

1. The Provider’s Health Officer is designated the full-time Health Officer of the Recipient for all public health services and activities.
  - a) The Provider’s Health Officer(s)/Health Officer designee shall be currently licensed as a Health Officer pursuant to N.J.A.C. 8:7
2. The Health Officer shall provide administrative oversight, professional and technical services to assure the provision of core public health services, along with any elective services identified, to meet the standards set forth in N.J.A.C. 8:52, *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey*, and shall:
  - a) Administer all local public health services and programs of the Recipient.
  - b) Assess public health needs, plan, organize and implement public health activities within the Recipient community
  - c) Lead the investigation of any public health response to all public health emergencies, disasters and/or situations within the Recipient’s municipality. The Health Officer shall be available to the Recipient’s Emergency Management Coordinators during officially declared emergencies.
  - d) Delegate activities to customary personnel such as public health nurses, registered environmental health specialists (REHS), health educators, human service professionals, social workers, public health investigators, housing inspectors, administrative assistants and any other staff members as may be required to carry

out core activities. Customary personnel that have been delegated professional activities shall satisfy the requirements of N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey and N.J.A.C. 8:7 Licensure of Persons for Public Health Positions.

- e) Be available and respond 24/7/365 with a 3x3 redundancy/back-up call down list (three (3) Health Department staff members with three (3) means of contact) for all declared emergencies, disasters and/or hazardous situations.
  - f) Direct all public health personnel by a licensed Health Officer in accordance with A.1(a) above. Services of other employees of the Provider will be utilized as determined necessary by the Health Officer at no additional cost to the Recipient unless those services are rendered during overtime hours or are additional or emergency services rendered during normal business hours as approved by the Recipient's Township Administrator or if the Township Administrator is not available, the Board of Health President. Services requested by the Recipient and rendered by those employees of the Provider and approved by the Township Administrator or Board of Health President outside the hours of 8:30 a.m. to 4:30 p.m. on Monday through Friday or additional or emergency services rendered during business hours shall be compensated in accordance with Paragraph F.3 below.
3. The Health Officer shall be accountable to the Recipient's Board of Health with respect to the performance of all public health activities within the Recipient's community as follows:
- a) Advise and assist the Recipient's Board of Health with respect to understanding violations of public health statutes and ordinances and the compliance thereof, upon request.
  - b) Accept the primary responsibility to attend regular and special meetings of the Recipient's Board of Health, and in the event of a conflict, vacation, illness, etc. an additional staff member shall be assigned to attend the meeting. After-hour meetings are limited to twelve (12) per year when conducted after business hours, 8:00 a.m. to 4:30 p.m. Thereafter, meetings conducted after business hours in excess of twelve (12) will be charged to the recipient at \$150.00 per Board meeting. There is no charge for meetings conducted during normal business hours of 8:30 a.m. to 4:30 p.m.
  - c) Provide the Recipient Board of Health with monthly staff and program activity reports.
  - d) Provide the Recipient with an annual report within 60 days of the close of the calendar year for review at a public meeting and to inform the Mayor and Council and public of the report and the corresponding activities.
4. For ease of operation amongst multiple towns, Provider is permitted to identify itself as Compass Public Health Network and Community Public Health.

**B. SERVICES UNDER THE DIRECTION OF THE PROVIDER'S HEALTH OFFICER:**

1. All public health services required by *N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey* will be provided. Additionally LSW/LCSW Social Worker shall be included as a compliment to nursing and/or environmental health activities when mental health issues warrant intervention.
2. The Provider's primary professional staff assigned to function within Glen Ridge Borough, in addition to a licensed Health Officer, include: Health Education services will be provided under the direction of a CHES Health Educator and to assist the Providers Health Officer fulfill administrative Health Education requirements, Registered Environmental Health Specialist (REHS), Public Health Nurse-RN, Public Health Nurse supervision, Administrative Clerk, Public Health Investigator, Housing Inspector, Social Workers – LSW/LCSW, and additional Nursing staff will be assigned per clinic/per diem when needed for planned or designed assistance to primary staff.
3. All Board of Health ordinances adopted by the Recipient or any Township ordinances pertaining to Public Health, safety or nuisances identified for enforcement by the Health Department, Health Officer or designee will be investigated and violations enforced in accordance with said codes. This includes any other municipal ordinance that assigns responsibilities to the Health Officer/Board of Health.
4. New public health 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's Health Officer unless agreed to otherwise.
5. The following services will be made available to the Recipient's residents and are to be provided at cost on a fee for service basis; all vaccinations including influenza vaccinations, blood chemistry, screening for chronic disease, etc., when not provided directly by the Recipient. The fees for such shall be established by the Recipient with input from the Provider and such fees are to be paid by either the patient(s) or the Recipient as identified by an ordinance or resolution of the Recipient. Additionally, programs related to food handler training/ServSafe may also be on a fee for service basis paid by business owners upon request for training in their business/establishment. Publicly held food handling courses shall be in accordance with local ordinances. As required, programs and vaccines shall be administered in compliance with all State and Federal regulations as directed by the Provider's Medical Director and Standing Orders.
6. The Provider shall purchase influenza vaccine for the Recipient and submit for vaccine cost reimbursement. Medicare/Medicaid will be applied for by the Provider and the reimbursement will be retained by the Provider based upon actual vaccine use of the Recipient.

7. Services of the Provider's Division of Human Services are available when requested at the hourly rate identified in paragraph F3 below. If internally requested by the Provider's Health Officer, no costs will be assigned to the Recipient.
8. Any change to the terms and conditions of this Agreement requiring the Provider to provide additional services that alters the workforce/man hours needed for any new ordinances or programs the Recipient passes or creates, shall be negotiated for additional compensation over and above the stated contract amount.

**C. PUBLIC HEALTH PRIORITY FUNDING: PHPF**

1. If PHPF becomes available, and if eligible, the Provider's Health Officer shall assume responsibility to timely complete the annual Public Health Priority Funding Application(s).
2. PHPF received by the Provider shall be used to partially offset public health programs meeting state standards.
3. Any Public Health Priority Funding received by the provider on behalf of the recipient shall be applied to offset the Recipient's contract cost, with 80% of PHPF directed to the Recipient and the remaining 20% applied to the Provider.

**D. INSURANCE:**

1. The Provider agrees to maintain adequate comprehensive general liability, worker's compensation and all mandated coverage for its employees and name the Borough of Glen Ridge and the Glen Ridge Board of Health and its employees and agents as an additional insured.
2. The Recipient agrees to maintain adequate comprehensive general liability insurance and name the Board of Health of the Township of Bloomfield, the Township of Bloomfield and its employees and agents as an 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 reasonable and standard costs, legal fees, claims and judgments which may be paid by the Recipient arising out of the performance of this contract by the Provider.

**E. FINANCIAL TERMS:**

**Effective January 1, 2020, annual contract cost: \$28,814.**

**Effective January 1, 2021, annual contract cost: \$29,390.**

**Effective January 1, 2022, annual contract cost: \$29,978.**

**Effective January 1, 2023, annual contract cost: \$30,578.**

**Effective January 1, 2024, annual contract cost: \$31,190.**

1. Generally, the services under this Agreement will be performed during regular working hours, 8:30AM to 4:30PM, Monday through Friday. However, the Health Officer will be available for whatever services are necessary to perform duties outside these hours without additional compensation. Services performed by other employees of the Provider on Weekends, Weekdays between the hours of 4:30PM and 8:00AM, and officially recognized Holidays of the Provider will constitute overtime services payable as described in 3 below, with prior approval of the Township Administrator. Rabies clinics and programs or inspections immediately after the work day will be included as part of the basic contract with no fee associated with these services.
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 the Authorized Agent or Recipient or other persons authorized by Recipient to act on its behalf. 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 the time within the first three (3) hours, for public health professionals assigned. In the event that an **overtime** call results in more than three (3) hours, the Recipient will reimburse the Provider at the hourly rate of \$65 for each additional hour provided. The **three (3) hour rate during after-hours as described herein for the contract period** is established at \$195 for Professional Staff (registered environmental health specialists, nurses, health educators, housing inspectors, human service professionals, and etc.). Any service requested by the Recipient caused by an emergency above and beyond what is provided for within this agreement, for work during normal business hours by Professional staff and/or Supervisory Professional staff, excluding the Health Officer, is at a rate of \$54 and \$78 per hour respectively during regular business hours. Any such requested hours, throughout this contract, must be approved by the Recipient's Township Administrator, or Board of Health President.
3. Recipient agrees to provide sufficient funding to cover costs associated with TB, STD promotional material, advertising and support materials.

#### **F. DURATION:**

This Agreement is effective beginning on the 1st day of January 2020 and ending on the 31<sup>st</sup> day of December 2024 unless terminated sooner in accordance with Article H. The Recipient will pay the Provider based on the billing schedule in Article F above.

**G. EXTENSION OF TIME:**

The terms of this Agreement shall be automatically extended for a successive five (5) year period at the conclusion of this contract at an increased cost of 2% per year unless terminated by either party.

**H. CONTRACT RENEWAL:**

Renewal: A new Agreement, inclusive of costs, must be presented to the Recipient not less than one-hundred & eighty (180) days prior to the contract expiration date, with the renegotiation period completed one hundred & twenty (120) days prior to the contract expiration date, or agree to extension of time H below.

During the period of renegotiation, either party may terminate said Agreement by providing a one-hundred & eighty (180) day advance written notification of its intentions to terminate the Agreement and setting forth the proposed date of withdrawal.

Notification within this section shall be by first class United States Postal Service certified mail, confirmed email or hand delivered.

**I. TERMINATION:**

Starting January 1, 2021, either party may terminate this Agreement during the contract period by providing one-hundred-eighty (180) days advance written notification by certified mail, confirmed email or hand delivered of its intentions to terminate the Agreement and setting forth the proposed date of withdrawal.

**J. NOTIFICATION:**

A copy of this signed Agreement shall be submitted by the Provider to the State of New Jersey Department of Health, within 30 days of the contract being fully executed and a copy will be forwarded to the Recipient.

**IN WITNESS HEREOF, each party has caused its authorized officials to sign this Agreement on its behalf on this        day of \_\_\_\_\_, 2019.**



**K. SIGNATURES:**

RECIPIENT:

BOROUGH OF GLEN RIDGE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

PROVIDER:

TOWNSHIP OF BLOOMFIELD BOARD OF HEALTH

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President, Board of Health/Director of Health & Welfare

Date: \_\_\_\_\_