

BY-LAWS OF THE BOROUGH COUNCIL  
BOROUGH OF HILLSDALE  
BERGEN COUNTY, STATE OF NEW JERSEY

Approved by Council at the Reorganization Meeting of January 4, 2015

ARTICLE 1- THE BOROUGH COUNCIL

Section 1. The Mayor and six Council members shall constitute the Governing Body of the Borough of Hillsdale, which Governing Body shall be known as "The Mayor and Council".

ARTICLE 2 - THE MAYOR

Section 1. The Mayor shall be the chief executive officer of the Borough.

Section 2. The Mayor shall preside at all meetings of the Governing Body.

Section 3. The Mayor shall not vote except in the case of a tie among those Council Members voting.

Section 4. The Mayor shall see that the laws of the State of New Jersey and the ordinances of the Borough are faithfully executed and shall recommend to the Council such measures, as the Mayor may deem necessary or expedient for the welfare of the Borough.

Section 5. The Mayor shall use his or her authority to maintain peace and good order in the Borough and has the power to suppress all riots and tumultuous illegal assemblies in the Borough.

Section 6. The Mayor shall on all occasions preserve the order and decorum at the deliberations of the Borough Council. The mayor shall cause the removal of any persons who interrupt the proceedings of the Governing Body.

Section 7. When two or more Council members arise or attempt to speak at the same time, the Mayor shall name the one entitled to the floor and recognition.

Section 8. The Mayor shall decide all questions of order without debate, subject to an appeal to the Council.

Section 9. In the absence of the Mayor, the President of the Council shall preside.

Section 10. In the absence of both the Mayor and the President of the Council the Council member who is senior in length of service on the Council shall preside.

Section 11. The Mayor shall have the authority to execute contracts in behalf of the Borough, approved by the Borough Council, and to sign checks and warrants or payments approved by the Borough Council.

Section 12. The Mayor shall be an ex officio member of all committees, both standing and special and shall be informed in advance of all meetings of such committees.

## ARTICLE 3 - THE BOROUGH CLERK

- Section 1. The Borough Clerk shall perform all the duties required of him or her by law and by these rules.
- Section 2. The Borough Clerk shall keep the minutes, recordings, and ordinance books properly and fully indexed, and shall perform all the duties usually devolving upon such officer and such special services as the Mayor and/or Council may require.
- Section 3. The Borough Clerk shall be the Borough employee responsible for responding to all lawful requests under the New Jersey Open Public Records Act.
- Section 4. The Borough Clerk shall be responsible for distributing all proposed ordinances to Council Members and the Mayor.

## ARTICLE 4 - MEETINGS

- Section 1. The Borough Council shall hold an annual meeting in accordance with the applicable state statute. The Borough Council shall hold such other meetings, or adjourned meetings, at such time and place as they may by resolution determine, but all regular meetings shall be held within the Borough.
- Section 2. The Mayor shall, when necessary, call special meetings of the Borough Council. In case of the Mayor's neglect or refusal to do so, any four members of the Council may call such meeting at such time and place in the Borough as they may designate.
- Section 3. At the annual meeting of the Council, the Council shall elect a President of the Council and fix the time and place for holding regular meetings during the ensuing year, which time and place shall not be changed except by the action of the Borough Council taken at a regular meeting.
- Section 4. In case the date of the regular meeting of the Borough Council falls on a legal holiday or election day (except for a school board election), the Borough Council shall meet the weekday before the election or, next following weekday not a legal holiday or election day (except for a school board election).
- Section 5. If the Borough Council at its annual meeting fails to elect a President of the Council, the Mayor shall appoint the President from the Council and in that case no confirmation by the Council shall be necessary.
- Section 6. The only business which can be transacted at a special meeting is that for which the special meeting is called.
- Section 7. The Clerk shall notify the Borough Council, in writing or by email through the Borough email addresses for each Council Member, of each special meeting, stating the subject, at least one day before the time fixed for holding same.
- Section 8. The public shall be permitted to address the Borough Council at each meeting of the Borough Council during that portion of the meeting designated for public comment or at such other time as a majority of the Council may so designate. By a majority vote of Council, Council may limit the time for each person to speak or the time of the day that the opportunity for the public to address the Council shall end.
- Section 9. All mail received by 2 P.M. on the Friday prior to any meeting shall be noted, received and filed

at the next meeting of the Council. The Council will accept correspondence, which legally requires Council's immediate consideration or which if not acted upon may have a negative fiscal impact to the Borough.

Section 10. No ordinance may be offered for introduction or discussion, unless it requires Council's immediate consideration, if not acted upon may have a negative fiscal impact to the Borough, by any Council Member at any meeting unless it is provided to the Borough Clerk and distributed by the Borough Clerk to each Council Member and the Mayor no later than five calendar days prior to any meeting at which it is introduced or offered for discussion.

Section 11. At any given meeting, members of Council shall only speak on the pending subject matter or question, excepting the "final go-around" at which time a Council member may speak on any topic.

Section 12. The Clerk shall count all yeas and nays and the order of calling a Council Member's vote shall rotate, alphabetically.

#### ARTICLE 5 - QUORUM

A quorum of the Borough Council shall be as provided by Statute, to wit: three Council Members and the Mayor, and, in the absence of the Mayor, four Council Members. However, a smaller number of the Governing Body may meet, discuss and adjourn from time to time, but in no event may they take any official action as a Governing Body in the absence of a quorum.

#### ARTICLE 6 - RULES OF ORDER

Section 1. The deliberations of the Borough Council shall be governed by the ordinary rules of parliamentary law and procedure and in the event that there is a dispute or difference of opinion, the rules as set forth in Appendix I, hereto, shall prevail.

Section 2. Yeas and nays when required by law or upon the demand of one member of the Council or when ordered by the Mayor shall be called and entered into the minutes. Council members shall have the right to abstain from voting and in such case such action shall be counted neither for nor against the proposal.

#### ARTICLE 7 - THE ORDER OF BUSINESS

Section 1. A. The following order of business shall be observed:

1. Call meeting to order.
2. Salute to the flag.
3. Reading of Open Meeting Act statement.
4. Roll Call.
5. Consideration of minutes.
6. Presentation of communications.
7. Matters for Discussion.
8. Public Hearing of Citizens.
9. Introduction and/or discussion of Ordinances (with public comment where

- required by law).
- 10. Introduction and/or discussion of Resolutions.
- 11. Miscellaneous business including "last go around".
- 12. Adjournment (or where appropriate Motion to go to closed session)
- 13. Closed Session where appropriate.
- 14. Adjournment.

B. The aforesaid order of business at any meeting may be changed by a majority vote of the members of the Council present at such meeting or at the discretion of the Mayor.

#### ARTICLE 8 - COMMITTEES

- Section 1. The Mayor shall appoint all standing committees not set forth in Section 3 of this Article 8.
- Section 2. The Mayor may appoint any special committees.
- Section 3. The following committees, each consisting of three Council Members, shall be appointed by the Mayor at the annual meeting of the Borough Council with the advice and consent of Council.
  - 1. Ambulance
  - 2. Building, Zoning
  - 3. Business Affairs, Economic Growth & Public Relations
  - 4. Finance
  - 5. Fire Department
  - 6. Police Department/OEM
  - 7. Public Works
  - 8. Real Estate/Open Space
  - 9. Shared Services

#### ARTICLE 9 - COUNCIL REPRESENTATIVES

The Mayor shall appoint the following Council Representatives with the advice and consent of Council:

- 1. Board of Education-Regional and Local
- 2. Board of Health
- 3. Environmental Commission
- 4. Green Team
- 5. Library
- 6. Local Assistance Board
- 7. Recreation
- 8. Senior Citizens
- 9. Swimming Pool Commission

## ARTICLE 10 - SPECIAL COMMITTEES

The Mayor may appoint representatives to the following special committees, which may include the Mayor:

1. Chamber of Commerce
2. Economic Growth & Revenue
3. Flood and Disaster (OEM)
4. Historic Preservation
5. Insurance Fund Commissioner
6. Insurance Liaison
7. Liaison to Government Agencies
8. Negotiation Committee
9. Ordinance Review Committee
10. Power & Energy
11. River Vale Senior Housing Project

## ARTICLE 11- DUTIES OF STANDING COMMITTEES

Section 1. Council members shall examine, audit and report in writing upon all bills and demands referred to them. The Finance Committee shall render a report when requested by the Borough Council on the financial condition of the Borough. The Borough Council, pursuant to a resolution offered by the Finance Officer and duly adopted, shall pay all bills submitted.

Section 2. The form of resolutions for payment of all bills shall be prepared by the Chief Financial Officer or the Borough Clerk.

Section 3. All committees shall consider and act upon all matters specifically referred to them.

## ARTICLE 12 — ORDINANCES

Section 1. The format of all proposed ordinances, amendments or supplements to ordinances shall be prepared or approved by the Borough Attorney, Borough Engineer or, Borough Clerk.

Section 2. The Clerk shall endorse on all ordinances, amendments or supplements thereto, the date and by whom introduced.

Section 3. The yeas and nays shall be called on the introduction and adoption of every ordinance and entered into the minutes.

Section 4. All ordinances, supplements and amendments thereto shall be enacted according to law.

Section 5. If an ordinance contains more than one distinct section, clause or item, the Mayor may approve one or more thereof and veto the rest.

Section 6. If two-thirds of all the Council Members shall at the next meeting as aforesaid, or at any

subsequent meeting to which they shall postpone such reconsideration, vote to pass the ordinance or the vetoed part thereof over the veto of the Mayor said ordinance shall take effect.

Section 7. If any ordinance shall not be returned by the Mayor, within the aforesaid prescribed time, it shall take effect in like manner as if the Mayor had signed it.

Section 8. If and when finally approved, the Clerk shall enter in said book at the end of each ordinance the following:

Passed on the        day of        , 2008

Minute Book Page No.;

Section 9. The ordinance so recorded shall then be compared with the original as passed at a regular or special meeting of the Borough Council, thereupon the Mayor shall subscribe, the Clerk attest and affix the corporate seal to the following certificate at the end thereof:

"The foregoing ordinance No. compared with original as passed and found correct this day of, 2008."

Section 10. The original ordinances shall be filed and preserved by the Clerk.

#### ARTICLE 13 - RESOLUTIONS RELATING TO FINANCES

Every resolution appropriating money or in any way tending to obligate the Borough peculiarly and all resolutions auditing or directing the payment of bills or demands, together with such bills, shall be presented to the Mayor and acted upon by the Mayor in accordance with state statute.

#### ARTICLE 14 - BILLS, CLAIM OR VOUCHERS

Section 1. All bills, claims or vouchers against the Borough shall be in writing, fully itemized, on such form, as the Borough shall provide for that purpose and signed by the claimant in accordance with statute prior to submission for approval and payment. All bills in proper form must be received in the Finance Office prior to the *25<sup>th</sup> day of the month* for payment by the Department Head against whose department the submission is to be charged. Unless it legally requires immediate attention or, unless delay may have a negative fiscal impact upon the Borough.

Section 2. A bills prior to payment must be approved in writing by a member of the Council committee against whose department it shall be charged.

Section 3. The date of audit and the amount of which warrant is ordered shall be endorsed upon the face of the audited bill and signed by Department Head against whose department the item shall be charged.

Section 4. Upon the issuing of the warrant the bill shall be receipted and delivered to the Clerk, who shall consecutively number each bill or voucher.

#### ARTICLE 15 - AMENDMENTS AND ALTERATIONS TO BY-LAWS

Section 1. These By-Laws shall not be altered or amended except at a regular meeting of The Borough Council by a two-third vote of entire council.

Section 2. All proposed amendments or alterations shall be submitted to Council members and Mayor no later than the Friday before it is offered at regular Council meeting and then offered in writing at a regular meeting, read and referred to a special committee of three Council members and acted upon at a regular meeting subsequent the coming in of the committee's report. The Mayor or presiding officer shall appoint the members of the special committee.

#### ARTICLE 16 - SEAL

Section 1. The seal of the Borough shall be circular in form and shall, at least, contain the following: "The Borough of Hillsdale, Bergen County, New Jersey, incorporated April 24, 1923."

Section 2. The seal shall be in the custody of the Clerk and shall be affixed by the Clerk when ordered by The Borough Council or when required by law.

#### ARTICLE 17 - ADOPTION AND TERM

These By-laws shall be adopted by a resolution of the Borough Council concurred in by a majority of the members. These By-Laws shall become effective immediately after adoption and shall remain in effect for not longer than the reorganization meeting for the year next following the year in which the bylaws were adopted.

#### APPENDIX I

Rule 1. The vote on every motion or resolution, unless otherwise provided by law, may be by the Council as a whole calling for "yeas" and "nays " unless a roll call is called for by the presiding officer or called for upon a motion and majority of vote of council members present and participating in the vote.

Rule 2. A member who recuses oneself from a vote shall not be counted as part of the quorum and shall not participate in any manner in the issue from which he or she is recusing.

Rule 3. No ordinance may be introduced unless it has been presented to the Borough Clerk and distributed by the Borough Clerk to all members of Council and the Mayor at least five (5) calendar days prior to introduction.

Rule 4. When a motion has been moved and seconded, it is then under consideration and no motion shall be received thereafter, except to adjourn, to lay on the table, to postpone or to amend until the question is decided.

Rule 5. When a matter is under consideration, any discussion or comment other than related to the matter under consideration shall be out of order until the matter is decided.

Rule 6. Once a member is recognized he or she shall not be interrupted when speaking unless it is to be called to order. If a member is called to order, he or she shall cease speaking until the question of order is determined by the presiding officer, and if determined to be in order, he or she shall be permitted to proceed.

Rule 7. Council may adopt at any meeting a time limitation of public comment in terms of a time limit for each member of the public and an hour at which public comment will be terminated.

Rule 8. Any member of the public wishing to speak a second time or more will only be recognized after all members of the public wishing to be heard for a first time have been recognized.

Rule 9. A person addressing the Council shall step up to the microphone, face the Council, give his or her name and address and address the Council. No remarks may be addressed directly to any member of Council or the Mayor but only to the Governing Body as a whole. Members of the Council or the Mayor may, if they wish, respond to any member of the public. If present and called upon by the presiding officer, a Borough employee may provide information in response to any inquiry from the public.

Rule 10. No matter for discussion or action by Council may be introduced by any Council member during the "last go around" during which each Council Member and the Mayor have an opportunity to speak.

End of by laws.

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# Hillsdale Volunteer Fire Department

380 Hillsdale Avenue, Hillsdale, New Jersey 07642

Phone # 201-358-5050 - Fax # 201-722-4714

To: Susan Witkowski Borough Clerk

November 11, 2014

From: Keith I Durie Secretary

Subject: Election Results

Please inform the Mayor & Council the following results of the elections held on Monday, November 10, 2014 at Fire Headquarters.

## 2015 Board of Fire Officers

**Chief:** James Domville

**Deputy Chief :** Patrick Doody

**Sr. Captain**

Thomas Kelley

**Jr. Captain:** Bryan Heitmann

**1<sup>st</sup>. Lieutenant**

William Stanton

**2<sup>nd</sup> Lieutenant**

Jason DeGise

**3<sup>rd</sup> Lieutenant**

Barry Peterson

**4<sup>th</sup> Lieutenant**

Jason Durie

## 2015 Association Officers

President

George Wodowski

Vice President

Paul Muller

Secretary

Keith I. Durie

Treasurer

Patrick Doody

Assist. Secretary/Treasurer William Becker

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Smoke and Carbon Monoxide Detectors can save your life.  
Don't live home without them.

**HILLSDALE POLICE DEPARTMENT**  
**ROSTER 2015**

CHIEF ROBERT FRANCAVIGLIA  
LT. SEAN SMITH  
SGT. JOSEPH MAZZEO  
SGT. DANIEL MCLAUGHLIN  
SGT. JOHN CARTY  
SGT. CHRISTOPHER DONALDSON  
DET/SGT. ADAM HAMPTON  
#61 PTL. THOMAS SMITH  
#66 PTL. LIZ ZIMMERMAN  
#67 DET. WILLIAM DIEDTRICH  
#68 PTL. DAVID SAYERS  
#72 PTL. RYAN NORTON  
#73 PTL. ALEX KAPLAN  
#75 PTL. MICHAEL CAMPOREALE  
#76 PTL. MATTHEW BUESSER  
#77 PTL. TRAVIS WOODS  
#78 PTL. GERMAN DECENA  
#79 PTL. BRIAN CONSIDINE  
#104 DISP./MATRON KIMBERLY HAFFLER  
#114 DISP./MATRON ALEXANDRA VERGNES  
P/D DISP. KELLIE GOODELL  
P/D KELLY CONWAY  
P/D KEVIN RICE  
P/D ERIC FORTUNAT  
P/D MATTHEW CIUPPA  
P/D CORY ROONEY  
P/D TYLER KADEMIAN  
P/D BRIAN HAVLICEK  
P/D MATTHEW CIUPPA  
P/D STEPHEN COOKE  
CLERK LOURDES SPAGNOLI

DEPARTMENT OF POLICE  
BOROUGH OF HILLSDALE



380 Hillsdale Avenue  
Hillsdale, New Jersey 07642  
Headquarters: 201-664-4200

ROBERT FRANCAVIGLIA  
CHIEF OF POLICE

Fax: 201-666-4503  
www.hillsdalepolice.com

RECEIVED

TO: Borough Administrator Susan Witkowski  
FROM: Police Chief Robert Francaviglia *RF*  
RE: Police Department Personnel Appointments – 2015  
DATE: December 30, 2014

DEC 30 2014

Initial: *RF*

The following names are submitted for appointments to the designated positions with the Hillsdale Police Department.

Police Matrons:

Kimberly Haffler  
Alexandria Vergnes

Auxiliary Police Officers:

Donald Carty	Captain
Richard Hirsch	Lieutenant
Thomas F. Ivancich	Lieutenant
Gary Fichtenbaum	Sergeant
Jonaathan Bologra	Patrolman
Mike Athineos	Patrolman
Andres Perez	Patrolman
Christopher Karcich	Patrolman
Alexandria Vergnes	Patrolman
Kevin Garcia	Patrolman
Mitchell Raver	Patrolman

**BOROUGH OF HILLSDALE**  
**RESOLUTION NO. 15001**

**ESTABLISHING TEMPORARY BUDGET APPROPRIATIONS FOR 2015**

WHEREAS, N.J.S. 40:4-19 provides that where contracts, commitments or payments are to be made prior to final adoption of the 2015 Budget, temporary appropriations should be made for the purposes and amounts required in the manner and time therein provided, and

WHEREAS, the date of this resolution is within the first thirty (30) days of January, 2015, and

WHEREAS, said total temporary appropriations are limited to 26.25% of the total appropriations in the 2014 Budget exclusive of any appropriations made for debt service, capital improvement fund and public assistance in the said 2014 Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Hillsdale, that the following temporary appropriations be made and certified copy of this resolution be transmitted to the Treasurer for her records.

ADMINISTRATIVE & EXECUTIVE S&W	17,063
ADMINISTRATIVE & EXECUTIVE O/E	10,894
PUBLIC INFORMATION	6,038
MAYOR & COUNCIL - S&W	11,813
MAYOR & COUNCIL - O/E	1,339
CLERKS OFFICE - S&W	33,600
CLERKS OFFICE - O/E	8,768
FINANCIAL ADMINISTRATION S&W	50,663
FINANCIAL ADMINISTRATION O/E	17,351
AUDIT SERVICES	7,875
TAX COLLECTION S&W	11,550
TAX COLLECTION O/E	3,115
ASSESSMENT OF TAXES S&W	10,106
ASSESSMENT OF TAXES O/E	4,187
LEGAL O/E	51,896
ENGINEERING O/E	18,506
ENVIRONMENTAL COMMISSION O/E	85
PLANNING BOARD O/E	2,546
ZONING SERVICES S&W	2,888
ZONING SERVICES O/E	1,811
UNIFORM CONSTRUCTION CODE S&W	38,456

UNIFORM CONSTRUCTION CODE O/E	14,361
GENERAL LIABILITY PREMIUMS	43,348
WORKERS' COMPENSATION	56,832
GROUP INSURANCE PLANS	325,349
UNEMPLOYMENT INSURANCE	4,725
POLICE S&W	650,403
POLICE DEPARTMENT O/E	30,824
POLICE DISPATCH/911	
POLICE DISPATCH/911 S&W	52,325
OFFICE OF EMERGENCY MGMT S&W	525
OFFICE OF EMERGENCY MGMT O/E	1,378
FIRST AID ORGANIZATION O/E	7,055
FIRE DEPARTMENT - S&W	6,851
FIRE DEPARTMENT - O/E	70,101
FIRE PREVENTION S&W	16,406
FIRE PREVENTION O/E	2,852
PROSECUTOR SALARIES & WAGES	3,019
ROAD REPAIRS & MAINTENANCE S&W	128,625
ROAD REPAIRS & MAINTENANCE O/E	44,100
GARBAGE & TRASH REMOVAL S&W	1,391
GARBAGE & TRASH O/E	181,808
RECYCLING O/E	39,638
BUILDINGS AND GROUNDS O/E	10,369
TRAIN STATION O&E	3,360
VEHICLE MAINTENANCE	19,640
NJPDES STORMWATER PERMIT S&W	19,688
NJPDES STORMWATER PERMIT O/E	788
BOARD OF HEALTH S&W	19,163
BOARD OF HEALTH O/E	16,984
BLOODBORNE PATHOGENS	263
ADMINISTRATION OF PUBLIC ASSISTANCE S&W	3,806
RECREATION SERVICES AND PROGRAMS S&W	4,095
RECREATION SERVICES AND PROGRAMS O/E	1,641
SENIOR CITIZENS SERVICES S&W	6,300
SENIOR CITIZENS SERVICES - O/E	3,793
PARKS AND PLAYGROUNDS S&W	42,000
PARKS & PLAYGROUNDS O/E	16,170

MAINTENANCE OF FREE PUBLIC LIBRARY	166,536
CELEBRATION OF PUBLIC EVENTS O/E	1,050
UTILITY EXPENSES & BULK PURCHASES	
GAS & ELECTRIC	66,465
TELEPHONES	13,784
WATER	8,374
BERGEN COUNTY UTILITIES AUTHORITY O/E	247,261
GASOLINE	23,100
RECYCLING TAX	3,675
PUBLIC EMPLOYEES RETIREMENT SYSTEM	206,955
SOCIAL SECURITY TAXES	45,938
DCRP	2,363
POLICE & FIREMAN'S RETIREMENT	488,537
PISTOL RANGE	585
MUNICIPAL COURT S&W	19,653
MUNICIPAL COURT O/E	10,640
PUBLIC DEFENDER - SALARY & WAGES	1,103
CAPITAL IMPROVEMENT FUND	13,125
BOND PRINCIPAL	410,000.00
BOND INTEREST	91,563.00
INTEREST OF NOTES	3,000.00
<b>Total</b>	<b>3,984,227</b>

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

\_\_\_\_\_  
Susan Witkowski  
Borough Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15002**

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**RATE OF INTEREST ON DELINQUENT TAXES**

BE IT RESOLVED, by the Borough Council of the Borough of Hillsdale, in the County of Bergen and State of New Jersey, that the rate of interest on delinquent taxes and Borough charges shall not exceed 8% per annum on the first \$1,500 of the delinquency, and 18% per annum on any amount in excess of \$1,500; and

BE IT FURTHER RESOLVED, that a six (6) percent penalty shall be levied on all delinquencies, including interest thereon, in excess of \$10,000 after December 31, 2015

BE IT FURTHER RESOLVED, that if the Office of the Collector of Taxes is closed on the tenth day of May, then the rate of one thousandth of one percent per annum above described shall be extended to include the first business day thereafter.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15003**

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**DESIGNATION OF OFFICIAL DEPOSITORIES AND SIGNATURES**

**BE IT RESOLVED**, by the Borough Council of the Borough of Hillsdale, in the County of Bergen and State of New Jersey, that the following banks be and they are hereby designated as the official depositories of the Borough of Hillsdale for the fiscal year of 2015: Bank of America, Capital One Bank, Chase Manhattan, Citi Bank, Hudson United Bank, TD Bank, Oritani Bank, Pascack Community Bank, Valley National Bank, and NVE Bank.

**BE IT FURTHER RESOLVED**, that the signature of the Mayor, Borough Treasurer and, Borough Clerk are hereby authorized as Official Signatories

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15004**

**ESTABLISHMENT AND OPERATION OF PETTY CASH FUNDS**

**WHEREAS**, N.J.S.A. 40A:5-21 authorizes the establishment of a Petty Cash Fund in any county of municipality by application and resolution; and

**WHEREAS**, it is the desire of the Mayor and Council of the Borough of Hillsdale, County of Bergen to establish such a fund as follows:

<u>DEPARTMENT</u>	<u>ASSIGNEE</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
Borough Clerk	Susan Witkowski	\$ 200.00	Supplies, postage.
Hillsdale Police Dept.	Robert Francaviglia	\$ 200.00	Supplies, hardware, etc.
Detective Bureau	Adam Hampton	\$ 200.00	Investigative Expenses
General Public Assistance Maintenance	Katherine E. Elgert	\$ 100.00	Emergency Lodging

**WHEREAS**, the custodian for these funds is Susan Witkowski who is bonded for the amount of \$1,000,000; such custodian shall maintain records for their respective fund in a manner conducive to proper accounting and auditing procedures;

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor and Council hereby authorize such action and that two copies of this resolution be filed with the Division of Local Government Services for approval.

Council member	Motion	Second	Yes	No	Absent	Abstain	Recuse
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15005**

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**DESIGNATING OFFICIAL TAX SEARCH OFFICER**

BE IT RESOLVED, by the Borough Council of the Borough of Hillsdale, that Candace Schaefer, Tax Collector, being a duly bonded Official of the Municipality, be and she is hereby designated as Official Tax Search Officer (N.J.S.A. 54:5-11) of the Borough of Hillsdale for the year 2015.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15006**

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**AUTHORIZE TAX ASSESSOR AND BOROUGH ATTORNEY  
TO FILE MUNICIPAL APPEALS**

**WHEREAS**, the Bergen County Tax Board requires a resolution from municipalities within Bergen County authorizing the Tax Assessor and Borough Attorney to file municipal appeals on behalf of the Borough of Hillsdale, and to file corrections and/or stipulations regarding errors in tax assessments with the Bergen County Board of Taxation; and

**WHEREAS**, the filing of these corrections and/or the signing of these stipulations by the Tax Assessor of the Borough of Hillsdale will relieve the taxpayer from appearing before the Bergen County Board of Taxation; and

**WHEREAS**, the Assessor should be authorized to file appeals when under certain circumstances the taxpayer fails to provide information to allow a proper assessment to be done;

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Hillsdale that the Tax Assessor and/or Borough Attorney be and are hereby authorized to sign stipulations with the Bergen County Board of Taxation concerning those properties wherein errors are made and to file appeals when appropriate and in the best interest of the Borough of Hillsdale;

**BE IT FURTHER RESOLVED**, that the Tax Assessor and the Borough Attorney of the Borough of Hillsdale are hereby authorized to file municipal appeals for both procedural and substantive reasons.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15007**

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**APPOINTING PUBLIC AGENCY COMPLIANCE OFFICER**

**WHEREAS**, in accordance with N.J.A.C. 17:27-3.5 a Public Agency must annually designate an officer to serve as its Public agency Compliance Officer; and

**WHEREAS**, the Public Agency Compliance Officer is responsible for assuring that no public contract may be awarded nor any monies paid until the contractor has agreed to contract performance which complies with the approved Affirmative Action Plan; and

**WHEREAS**, it is deemed necessary that the Public Agency (the Borough of Hillsdale) shall designate an officer or employee to serve as Public Agency Compliance Officer (P.A.C.O.), whose name title, business address, telephone number and fax number shall be forwarded to the State Affirmative Action Office by January 10, of every year; and

**WHEREAS**, the P.A.C.O. if the liaison official for matters concerning P.L. 1975, c. 127 (N.J.A.C. 17:27) and should have the authority to make the appropriate correction(s) to the Borough of Hillsdale's contracting procedures if required; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Borough of Hillsdale hereby appoint Susan Witkowski, RMC, as Public Agency Compliance Officer in the Borough of Hillsdale for the year 2015, and that the Clerk is hereby directed to file a copy of this resolution with the Department of the Treasury, Affirmative Action Office, CN-209, Trenton, New Jersey 08625-0209

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_

Susan Witkowski  
Municipal Clerk

\_\_\_\_\_

Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15008**

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**DESIGNATE OFFICIAL NEWSPAPERS**

**BE IT RESOLVED**, the Mayor and Council desire to designate the following listed newspapers as official news media for the Borough of Hillsdale:

The Ridgewood News  
The Record  
Star Ledger  
Community Life  
Pascack Press

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15009**

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**AUTHORIZE CHIEF FINANCIAL OFFICER THE AUTHORITY TO PAY  
CERTAIN OBLIGATIONS AS NEEDED**

**WHEREAS**, it is the best interest of the Borough of Hillsdale to grant authority to the Chief Financial Officer to pay certain obligations when due and owing prior to the regular payment of bills; and

**THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Hillsdale that the Chief Financial Officer be designated to pay the following as needed and is necessary for the orderly operation of the Borough of Hillsdale:

- Association Meetings/Educational Sessions/Conference Costs
- Bergen County Taxes – Regular & Open Space
- Borough Payrolls including Social Security/Medicare
- Debt Payments – Bonds, Notes & Loans, Principal & Interest
- Gasoline/Diesel Vendors
- Boards of Education
- Postmaster
- Healthcare Reimbursements
- Health & Dental Insurance Premiums
- Lease Payments (previously authorized)
- Life Insurance Premiums
- Petty Cash
- Purchases Associated with Borough Events (including Recreation)
- Sewer Disposal – BCUA
- State or County Permit Applications
- Utilities

All payment of bills will be formally signed and approved at the next scheduled Council meeting.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15010**

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**ESTABLISH CHANGE FUND**

WHEREAS, it is the desire of the Borough of Hillsdale, County of Bergen, to establish a change fund for the following offices as listed:

<b>DEPARTMENT</b>	<b>DESIGNEE</b>	<b>AMOUNT</b>
Stonybrook Swim Pool Commission	Patricia Hughes	\$100.00
Finance	Joann Beutel	\$100.00
Municipal Court	Susan Keenan	\$100.00

NOW, THEREFORE BE IT RESOLVED, that the Mayor and governing body hereby authorizes such action.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15011**

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**RESOLUTION RETAINING ERIC M. BERNSTEIN & ASSOCIATES, L.L.C. AS  
SPECIAL COUNSEL TO THE BOROUGH OF HILLSDALE AND  
AUTHORIZING MAYOR AND BOROUGH CLERK TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH ERIC M. BERNSTEIN &  
ASSOCIATES, L.L.C. FOR SAME**

**WHEREAS**, the Borough wishes to retain the services of Eric M. Bernstein & Associates, L.L.C. to serve as Special Counsel to the Borough on items as listed below; and,

**WHEREAS**, Eric M. Bernstein & Associates, L.L.C. is desirous of serving as Special Counsel to the Borough on the items listed below and under the provisions below.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Hillsdale, County of Bergen, State of New Jersey that Eric M. Bernstein & Associates, L.L.C., 34 Mountain Boulevard, Bldg. A, P.O. Box 4922, Warren, New Jersey 07059-4922, is hereby appointed as Special Counsel to the Borough of Hillsdale at a rate of Ninety-Five (\$95.00) Dollars per hour for all work handled/assigned including, but not limited to, issues involving Waste Management, United Water and any and all other assignments as may be made by the Mayor and Council or its designee. Eric M. Bernstein & Associates, L.L.C. and the Borough will enter into a Professional Services Agreement regarding same and the Mayor and Borough Clerk are authorized to execute same on behalf of the Borough. Eric M. Bernstein & Associates, L.L.C. complies with the Borough's "Pay-to-Play" ordinance.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_

Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15012**

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**AUTHORIZING THE EXECUTION AND AWARD OF A FAIR AND OPEN  
CONTRACT FOR BOROUGH ATTORNEY**

**WHEREAS**, the Borough of Hillsdale has a need to retain a Borough Attorney as a Fair and Open contract pursuant to the provisions of N.J.S.A. 19:44A-20.7; and,

**WHEREAS**, funds will be available by way of budget and bond ordinances to compensate said Attorney; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. commonly known as the “New Jersey Local Unit Pay to Play Law” that took effect on January 1, 2006; and

**WHEREAS**, the Borough has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et seq.; and

**WHEREAS**, the Borough Council has determined that Mark D. Madaio, Esq. 29 Legion Drive, Bergenfield, NJ 07621 will be the most advantageous to the Borough; and

**WHEREAS**, Mark D. Madaio has completed and submitted a “Contribution Statement by Professional Business Entity” as required by Hillsdale Borough Ordinance No. 04-14, entitled, “An Ordinance Establishing a Borough Policy for the Awarding of Public Professional Service Contracts”; and Ordinance No. 11-19 “Amending Chapter 12, Contracts, Public Professional Service and Chapter 305, Contribution Disclosure Statements”

**BE IT RESOLVED THAT**, the Mayor and Borough Clerk are authorized to execute such contract with Mark D. Madaio at the rate of \$95.00 per hour.

**NOW, THEREFORE, BE IT RESOLVED**, that the Hillsdale Borough Council hereby award a contract to Mark D. Madaio as Borough Attorney through December 31, 2015 or until a successor is qualified or appointed.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

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Susan Witkowski  
Municipal Clerk

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Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15013**

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**AUTHORIZING THE EXECUTION AN AWARD OF A FAIR AND OPEN  
CONTRACT FOR BOROUGH AUDITOR**

**WHEREAS**, the Borough of Hillsdale has a need to retain a Borough Auditor as a Fair and Open contract pursuant to the provisions of N.J.S.A. 19:44A-20.7; and,

**WHEREAS**, funds will be available by way of budget and bond ordinances to compensate said Auditor; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. commonly known as the “New Jersey Local Unit Pay to Play Law” that took effect on January 1, 2006; and

**WHEREAS**, the Borough has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et seq.; and

**WHEREAS**, the Borough Council has determined that the firm of Garbarini & Co. P.C. 285 Division Avenue and Route 17 South, Carlstadt, NJ 07072. will be the most advantageous to the Borough; and

**WHEREAS**, the firm of Garbarini & Co. P.C. has completed and submitted a “Contribution Statement by Professional Business Entity” as required by Hillsdale Borough Ordinance No. 04-14, entitled, “An Ordinance Establishing a Borough Policy for the Awarding of Public Professional Service Contracts”; and Ordinance No. 11-19 “Amending Chapter 12, Contracts, Public Professional Service and Chapter 305, Contribution Disclosure Statements”

**BE IT RESOLVED THAT**, the Mayor and Borough Clerk are authorized to execute such contract with Garbarini & Co. P.C. at a negotiated rate, NTE \$51,700. for audit services for the Borough and Swimming Pool Utility; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Hillsdale Borough Council hereby award a contract to the firm of Garbarini & Co. P.C. through December 31, 2015 or until a successor is qualified or appointed.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

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Susan Witkowski  
Municipal Clerk

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Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15014**

**AUTHORIZING THE EXECUTION AND AWARD OF A FAIR AND OPEN  
CONTRACT FOR BOROUGH APPRAISER**

**WHEREAS**, the Borough of Hillsdale has a need to retain a Borough Appraiser as a Fair and Open contract pursuant to the provisions of N.J.S.A. 19:44A-20.7; and,

**WHEREAS**, funds will be available by way of budget and bond ordinances to compensate said Appraiser; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. commonly known as the “New Jersey Local Unit Pay to Play Law” that took effect on January 1, 2006; and

**WHEREAS**, the Borough has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et seq.; and

**WHEREAS**, the Borough Council has determined that the firm of McNerney & Associate, Inc., 266 Harristown Road, P.O. Box 67, Glen Rock, NJ 07452-0067 will be the most advantageous to the Borough; and

**WHEREAS**, the firm of McNerney & Associates, Inc. has completed and submitted a “Contribution Statement by Professional Business Entity” as required by Hillsdale Borough Ordinance No. 04-14, entitled, “An Ordinance Establishing a Borough Policy for the Awarding of Public Professional Service Contracts”; and Ordinance No. 11-19 “Amending Chapter 12, Contracts, Public Professional Service and Chapter 305, Contribution Disclosure Statements”

**BE IT RESOLVED THAT**, the Mayor and Borough Clerk are authorized to execute such contract with McNerney & Associates, Inc., rates per their proposal of November 25, 2014; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Hillsdale Borough Council hereby award a contract to the firm of McNerney & Associates, Inc. through December 31, 2015 or until a successor is qualified or appointed.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							

Adopted: January 4, 2015

\_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15015**

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**AUTHORIZING THE EXECUTION AND AWARD OF A FAIR AND OPEN  
CONTRACT FOR RISK MANAGEMENT INSURANCE CONSULTANT**

**WHEREAS**, the Borough of Hillsdale has a need to retain a Risk Management Insurance Consultant as a Fair and Open contract pursuant to the provisions of N.J.S.A. 19:44A-20.7; and,

**WHEREAS**, funds will be available by way of budget and bond ordinances to compensate said consultant; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. commonly known as the “New Jersey Local Unit Pay to Play Law” that took effect on January 1, 2006; and

**WHEREAS**, the Borough has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et seq.; and

**WHEREAS**, the Borough Council has determined that the firm of Debra Ginetto, Burton Agency Inc. 44 Bergen Street, P.O. Box 270, Westwood, NJ 07675 will be the most advantageous to the Borough; and

**WHEREAS**, the firm of Burton Agency Inc. has completed and submitted a “Contribution Statement by Professional Business Entity” as required by Hillsdale Borough Ordinance No. 04-14, entitled, “An Ordinance Establishing a Borough Policy for the Awarding of Public Professional Service Contracts”; and Ordinance No. 11-19 “Amending Chapter 12, Contracts, Public Professional Service and Chapter 305, Contribution Disclosure Statements”

**BE IT RESOLVED THAT**, the Mayor and Borough Clerk are authorized to execute such contract with Burton Agency Inc., at the rate of 6% of the Borough’s JIF/MEL assessment, rate set by JIF per the proposal of December 1, 2014; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Hillsdale Borough Council hereby award a contract to the firm of Burton Agency Inc. through December 31, 2015 or until a successor is qualified or appointed.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 5, 2014

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Susan Witkowski  
Municipal Clerk

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Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15016**

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**AUTHORIZING THE EXECUTION AND AWARD OF A FAIR AND OPEN  
CONTRACT FOR AN ATTORNEY FOR TAX APPEALS**

**WHEREAS**, the Borough of Hillsdale has a need to retain An Attorney for Tax Appeals as a Fair and Open contract pursuant to the provisions of N.J.S.A. 19:44A-20.7; and,

**WHEREAS**, funds will be available by way of budget and bond ordinances to compensate said Attorney; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. commonly known as the “New Jersey Local Unit Pay to Play Law” that took effect on January 1, 2006; and

**WHEREAS**, the Borough has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et seq.; and

**WHEREAS**, the Borough Council has determined that the firm of Chris Martin, Morrison Mahoney LLP, Waterview Plaza, 2001 US Highway 46, Suite 200, Parsippany, NJ 07054 will be the most advantageous to the Borough; and

**WHEREAS**, the firm of Morrison Mahoney LLP has completed and submitted a “Contribution Statement by Professional Business Entity” as required by Hillsdale Borough Ordinance No. 04-14, entitled, “An Ordinance Establishing a Borough Policy for the Awarding of Public Professional Service Contracts”; and Ordinance No. 11-19 “Amending Chapter 12, Contracts, Public Professional Service and Chapter 305, Contribution Disclosure Statements”

**BE IT RESOLVED THAT**, the Mayor and Borough Clerk are authorized to execute such contract with Morrison Mahoney LLP at the rate of \$110.00 per hour and

**NOW, THEREFORE, BE IT RESOLVED**, that the Hillsdale Borough Council hereby award a contract to the firm of Morrison Mahoney LLP through December 31, 2015 or until a successor is qualified or appointed.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest:

\_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15017**

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**AUTHORIZING THE EXECUTION AND AWARD OF A FAIR AND OPEN  
CONTRACT FOR A PUBLIC DEFENDER**

**WHEREAS**, the Borough of Hillsdale has a need to retain a Public Defender as a Fair and Open contract pursuant to the provisions of N.J.S.A. 19:44A-20.7; and,

**WHEREAS**, funds will be available by way of budget and bond ordinances to compensate said Public Defender; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. commonly known as the “New Jersey Local Unit Pay to Play Law” that took effect on January 1, 2006; and

**WHEREAS**, the Borough has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et seq.; and

**WHEREAS**, the Borough Council has determined that Jeffrey Steinfeld, 46 Standish Road, Hillsdale, NJ 07642 will be the most advantageous to the Borough; and

**WHEREAS**, Jeffrey B. Steinfeld, P.C. has completed and submitted a “Contribution Statement by Professional Business Entity” as required by Hillsdale Borough Ordinance No. 04-14, entitled, “An Ordinance Establishing a Borough Policy for the Awarding of Public Professional Service Contracts”; and Ordinance No. 11-19 “Amending Chapter 12, Contracts, Public Professional Service and Chapter 305, Contribution Disclosure Statements”

**BE IT RESOLVED THAT**, the Mayor and Borough Clerk are authorized to execute such contract with Jeffery B. Steinfeld, P.C., and

**NOW, THEREFORE, BE IT RESOLVED**, that the Hillsdale Borough Council hereby award a contract to Jeffrey B. Steinfeld, P.C .through December 31, 2015 or until a successor is qualified or appointed.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15018**

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**AUTHORIZING THE EXECUTION AND AWARD OF A FAIR AND OPEN  
CONTRACT FOR MUNICIPAL BOND COUNSEL**

**WHEREAS**, the Borough of Hillsdale has a need to retain a Municipal Bond Counsel as a Fair and Open contract pursuant to the provisions of N.J.S.A. 19:44A-20.7; and,

**WHEREAS**, funds will be available by way of budget and bond ordinances to compensate said Counsel; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. commonly known as the “New Jersey Local Unit Pay to Play Law” that took effect on January 1, 2006; and

**WHEREAS**, the Borough has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et seq.; and

**WHEREAS**, the Borough Council has determined that Rogut McCarthy LLC, 37 Alden Street, Cranford, NJ 07016 will be the most advantageous to the Borough; and

**WHEREAS**, Rogut McCarthy LLC has completed and submitted a “Contribution Statement by Professional Business Entity” as required by Hillsdale Borough Ordinance No. 04-14, entitled, “An Ordinance Establishing a Borough Policy for the Awarding of Public Professional Service Contracts”; and Ordinance No. 11-19 “Amending Chapter 12, Contracts, Public Professional Service and Chapter 305, Contribution Disclosure Statements”

**BE IT RESOLVED THAT**, the Mayor and Borough Clerk are authorized to execute such contract with Rogut McCarthy LLC as per the proposal of November 21, 2014.

**NOW, THEREFORE, BE IT RESOLVED**, that the Hillsdale Borough Council hereby award a contract to Rogut McCarthy LLC as Municipal Bond Counsel through December 31, 2015 or until a successor is qualified or appointed.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15019**

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**AUTHORIZING THE EXECUTION AND AWARD OF A FAIR AND OPEN  
CONTRACT FOR BOROUGH PROSECUTOR**

**WHEREAS**, the Borough of Hillsdale has a need to retain a Borough Prosecutor as a Fair and Open contract pursuant to the provisions of N.J.S.A. 19:44A-20.7; and,

**WHEREAS**, funds will be available by way of budget and bond ordinances to compensate said Engineer; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. commonly known as the “New Jersey Local Unit Pay to Play Law” that took effect on January 1, 2006; and

**WHEREAS**, the Borough has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et seq.; and

**WHEREAS**, the Borough Council has determined that Dennis G. Harraka, Esq. Winnie Banta Hetherington Basralian & Kahn, P.C. Court Plaza South-East Wing, 21 Main Street, Suite 101, P.O. Box 647 Hackensack, NJ 07601 as be the most advantageous to the Borough; and

**WHEREAS**, the firm Winne Banta has completed and submitted a “Contribution Statement by Professional Business Entity” as required by Hillsdale Borough Ordinance No. 04-14, entitled, “An Ordinance Establishing a Borough Policy for the Awarding of Public Professional Service Contracts”; and Ordinance No. 11-19 “Amending Chapter 12, Contracts, Public Professional Service and Chapter 305, Contribution Disclosure Statements”

**BE IT RESOLVED THAT**, the Mayor and Borough Clerk are authorized to execute such contract with Dennis Harraka, Esq.

**NOW, THEREFORE, BE IT RESOLVED**, that the Hillsdale Borough Council hereby award a contract to Dennis Harraka as Borough Prosecutor through December 31, 2015 or until a successor is qualified or appointed.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest:

\_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15020**

**AUTHORIZING THE EXECUTION AND AWARD OF A FAIR AND OPEN  
CONTRACT FOR BOROUGH ENGINEER**

**WHEREAS**, the Borough of Hillsdale has a need to retain a Borough Engineer as a Fair and Open contract pursuant to the provisions of N.J.S.A. 19:44A-20.7; and,

**WHEREAS**, funds will be available by way of budget and bond ordinances to compensate said Engineer; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. commonly known as the “New Jersey Local Unit Pay to Play Law” that took effect on January 1, 2006; and

**WHEREAS**, the Borough has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et seq.; and

**WHEREAS**, the Borough Council has determined that Neglia Engineering Associates, 34 Park Avenue, Lyndhurst, NJ 07071 will be the most advantageous to the Borough; and

**WHEREAS**, Neglia Engineering Associates has completed and submitted a “Contribution Statement by Professional Business Entity” as required by Hillsdale Borough Ordinance No. 04-14, entitled, “An Ordinance Establishing a Borough Policy for the Awarding of Public Professional Service Contracts”; and Ordinance No. 11-19 “Amending Chapter 12, Contracts, Public Professional Service and Chapter 305, Contribution Disclosure Statements”

**BE IT RESOLVED THAT**, the Mayor and Borough Clerk are authorized to execute such contract with Neglia Engineering Associates as per the proposal of December 2, 2014.

**NOW, THEREFORE, BE IT RESOLVED**, that the Hillsdale Borough Council hereby award a contract to Neglia Engineering Associates as Borough Engineer, year three of a three year term through December 31, 2015 or until a successor is qualified or appointed.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15021**

**AUTHORIZING THE EXECUTION AND AWARD OF A FAIR AND OPEN  
CONTRACT FOR BOROUGH PLANNER**

**WHEREAS**, the Borough of Hillsdale has a need to retain a Borough Planner as a Fair and Open contract pursuant to the provisions of N.J.S.A. 19:44A-20.7; and,

**WHEREAS**, funds will be available by way of budget and bond ordinances to compensate said Engineer; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. commonly known as the “New Jersey Local Unit Pay to Play Law” that took effect on January 1, 2006; and

**WHEREAS**, the Borough has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et seq.; and

**WHEREAS**, the Borough Council has determined that Darlene Green, PP, AICP, Maser Consulting P.A., 200 Valley Road, Suite 400, Mt. Arlington, NJ 07856. will be the most advantageous to the Borough; and

**WHEREAS**, Maser Consulting, P.A. has completed and submitted a “Contribution Statement by Professional Business Entity” as required by Hillsdale Borough Ordinance No. 04-14, entitled, “An Ordinance Establishing a Borough Policy for the Awarding of Public Professional Service Contracts”; and Ordinance No. 11-19 “Amending Chapter 12, Contracts, Public Professional Service and Chapter 305, Contribution Disclosure Statements”

**BE IT RESOLVED THAT**, the Mayor and Borough Clerk are authorized to execute such contract with Maser Consulting, P.A. at the rate of per their proposal of December 2, 2014.

**NOW, THEREFORE, BE IT RESOLVED**, that the Hillsdale Borough Council hereby award a contract to Maser Consulting, P.A. as Borough Planner through December 31, 2015 or until a successor is qualified or appointed.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_

Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15022**

**AUTHORIZING THE EXECUTION AND AWARD OF A FAIR AND OPEN  
CONTRACT FOR BOROUGH LABOR ATTORNEY**

**WHEREAS**, the Borough of Hillsdale has a need to retain a Borough Labor Attorney as a Fair and Open contract pursuant to the provisions of N.J.S.A. 19:44A-20.7; and,

**WHEREAS**, funds will be available by way of budget and bond ordinances to compensate said Attorney; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. commonly known as the “New Jersey Local Unit Pay to Play Law” that took effect on January 1, 2006; and

**WHEREAS**, the Borough has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et seq.; and

**WHEREAS**, the Borough Council has determined that Ray Wiss, Wiss & Bouregy, P.C. 345 Kinderkamack Road. Suite E., Westwood, NJ 07675 will be the most advantageous to the Borough; and

**WHEREAS**, Wiss & Bouregy, P.C. has completed and submitted a “Contribution Statement by Professional Business Entity” as required by Hillsdale Borough Ordinance No. 04-14, entitled, “An Ordinance Establishing a Borough Policy for the Awarding of Public Professional Service Contracts”; and Ordinance No. 11-19 “Amending Chapter 12, Contracts, Public Professional Service and Chapter 305, Contribution Disclosure Statements”

**BE IT RESOLVED THAT**, the Mayor and Borough Clerk are authorized to execute such contract with Wiss & Bouregy, P.C at the rate of \$95.00 per hour.

**NOW, THEREFORE, BE IT RESOLVED**, that the Hillsdale Borough Council hereby award a contract to Wiss & Bouregy, P.C as Borough Labor Attorney through December 31, 2015 or until a successor is qualified or appointed.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15023**

**AUTHORIZING THE EXECUTION AND AWARD OF A FAIR AND OPEN  
CONTRACT FOR ALTERNATE BOROUGH PROSECUTOR**

**WHEREAS**, the Borough of Hillsdale has a need to retain an Alternate Borough Prosecutor as a Fair and Open contract pursuant to the provisions of N.J.S.A. 19:44A-20.7; and,

**WHEREAS**, funds will be available by way of budget and bond ordinances to compensate said Engineer; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. commonly known as the “New Jersey Local Unit Pay to Play Law” that took effect on January 1, 2006; and

**WHEREAS**, the Borough has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et seq.; and

**WHEREAS**, the Borough Council has determined that Matthew C. Moench, Bevan, Mosca, Giuditta & Zarillo, P.C. 222 Mount Airy Road, Suite 200, Basking Ridge, NJ 07920 t be the most advantageous to the Borough; and

**WHEREAS**, the firm Bevan, Mosca, Giuditta & Zarillo, P.C. has completed and submitted a “Contribution Statement by Professional Business Entity” as required by Hillsdale Borough Ordinance No. 04-14, entitled, “An Ordinance Establishing a Borough Policy for the Awarding of Public Professional Service Contracts”; and Ordinance No. 11-19 “Amending Chapter 12, Contracts, Public Professional Service and Chapter 305, Contribution Disclosure Statements”

**BE IT RESOLVED THAT**, the Mayor and Borough Clerk are authorized to execute such contract with Bevan, Mosca, Giuditta & Zarillo, P.C.

**NOW, THEREFORE, BE IT RESOLVED**, that the Hillsdale Borough Council hereby award a contract to as Matthew C. Moench as Alternate Borough Prosecutor through December 31, 2015 or until a successor is qualified or appointed.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest:

\_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15024**

**AUTHORIZING THE EXECUTION AND AWARD OF A FAIR AND OPEN  
CONTRACT FOR ALTERNATE PUBLIC DEFENDER**

**WHEREAS**, the Borough of Hillsdale has a need to retain an Alternate Public Defender as a Fair and Open contract pursuant to the provisions of N.J.S.A. 19:44A-20.7; and,

**WHEREAS**, funds will be available by way of budget and bond ordinances to compensate said Public Defender; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. commonly known as the “New Jersey Local Unit Pay to Play Law” that took effect on January 1, 2006; and

**WHEREAS**, the Borough has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et seq.; and

**WHEREAS**, the Borough Council has determined that Ryan L. Franco, Morrison Mahoney LLP, Waterview Plaza, 2001 US Highway 46, Suite 200, Parsippany, NJ 07054 will be the most advantageous to the Borough; and

**WHEREAS**, Morrison Mahoney LLP has completed and submitted a “Contribution Statement by Professional Business Entity” as required by Hillsdale Borough Ordinance No. 04-14, entitled, “An Ordinance Establishing a Borough Policy for the Awarding of Public Professional Service Contracts”; and Ordinance No. 11-19 “Amending Chapter 12, Contracts, Public Professional Service and Chapter 305, Contribution Disclosure Statements”

**BE IT RESOLVED THAT**, the Mayor and Borough Clerk are authorized to execute such contract with Morrison Mahoney LLP and

**NOW, THEREFORE, BE IT RESOLVED**, that the Hillsdale Borough Council hereby award a contract to Morrison Mahoney LLP through December 31, 2015 or until a successor is qualified or appointed.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15025**

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**APPROVAL OF JIF/MEL RISK MANAGEMENT AGREEMENT**

WHEREAS, the Borough of Hillsdale is a member of the Bergen County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund; and

WHEREAS, the bylaws of the Funds require that each municipality appoint a Risk Management Consultant to perform various professional services detailed in the bylaws; and

WHEREAS, the bylaws for the Municipal Excess Liability Joint Insurance Fund and Bergen County Municipal Joint Insurance Fund indicate a minimum fee equal to six percent (6%) of the municipal assessment which expenditure represents reasonable compensation for the services required and is included in the assessment for this Fund; and

WHEREAS, the judgmental nature of the Risk Management Consultant's duties renders comparative bidding impractical.

NOW, THEREFORE, BE IT RESOLVED that the Borough of Hillsdale does hereby appoint Burton Agency Inc. 44 Bergen Street, P.O. Box 270, Westwood, NJ 07675 in accordance with the Fund's bylaws for the period of January 1, 2015 through January 1, 2016; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to execute the consultant's agreement annexed hereto, subject to approval of the Borough Attorney as to form and substance, and to cause notice of the decision to be published according to N.J.S.A. 40A:11-5(1)(a)(I).

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

## **RISK MANAGEMENT CONSULTANT'S AGREEMENT**

***THIS AGREEMENT*** entered into this 1st day of January, 2015, between the Borough of Hillsdale (hereinafter referred to as MUNICIPALITY or AUTHORITY) and Burton Agency Inc. (hereinafter referred to as the CONSULTANT).

***WHEREAS***, the CONSULTANT has offered to the MUNICIPALITY or AUTHORITY professional risk management consulting services as required in the bylaws of the Bergen Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Funds, and;

***WHEREAS***, the MUNICIPALITY or AUTHORITY desires these professional services pursuant to the resolution adopted by the governing body of the MUNICIPALITY or AUTHORITY at a meeting held January 1, 2015 and;

***NOW, THEREFORE***, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

- I. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
  - a) Assist the MUNICIPALITY or AUTHORITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
  - b) Assist the MUNICIPALITY or AUTHORITY in understanding the various coverages available from the Bergen Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund.
  - c) Review with the MUNICIPALITY or AUTHORITY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the MUNICIPALITY's or AUTHORITY's authorization, place such coverages outside the FUND.
  - d) Assist the MUNICIPALITY or AUTHORITY in the preparation of applications, statements of values, and similar documents requested by the FUND, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
  - e) Review Certificates of Insurance from contractors, vendors and professionals when requested by the MUNICIPALITY or AUTHORITY.
  - J) Review the MUNICIPALITY's or AUTHORITY's assessment as prepared by the FUND and assist the MUNICIPALITY or AUTHORITY in the preparation of its annual insurance budget.
  - g) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) municipal safety committee meeting per annum to promote the safety objectives and goals of the MUNICIPALITY or AUTHORITY and the FUND.

- h) Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT's involvement does not include the work normally done by a public adjuster.
- i) Perform any other risk management related services required by the FUND's bylaws.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- a) The CONSULTANT shall be paid by the MUNICIPALITY or AUTHORITY a fee as compensation for services rendered, an amount equal to six percent (6%) of the MUNICIPALITY's or AUTHORITY's annual assessment as promulgated by the FUNDS. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the MUNICIPALITY's or AUTHORITY's assessment.
- b) For any insurance coverages authorized by the MUNICIPALITY or AUTHORITY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee outlined in 2 (a).
- c) If the MUNICIPALITY or AUTHORITY shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the MUNICIPALITY or AUTHORITY a fee at the rate of n/a per hour, in addition to actual expenses incurred.

3. The term of this Agreement shall be one (1) year. However, this Agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of this Agreement, the CONSULTANT's fees outlined in 2 (a) above shall be prorated to date of termination.

**ATTEST:**

**MUNICIPALITY or AUTHORITY:**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CONSULTANT:**

\_\_\_\_\_

\_\_\_\_\_

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15026**

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**RESOLUTION AUTHORIZING MAYOR AND BOROUGH CLERK  
TO EXECUTE AGREEMENT WITH PBA LOCAL 207  
FOR A NEW POLICE DEPARTMENT SCHEDULE**

**WHEREAS**, the Borough and PBA wish to implement a new schedule for certain members of the Hillsdale Police Department; and,

**WHEREAS**, PBA Local 207, representing the affected police department members has entered into, and ratified an agreement with the Borough for said schedule change.

**NOW, THEREFORE, BE IT RESOLVED** that the Borough Council of the Borough of Hillsdale, County of Bergen, State of New Jersey that the Borough of Hillsdale wishes to enter into said Agreement with PBA Local 207 as to scheduling and authorizes the Mayor and Borough Clerk to execute same on behalf of the Borough. A fully executed copy shall be on file with the Borough Clerk

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

## AGREEMENT

This Agreement is entered into as of this 4<sup>th</sup> day of January, 2015.

Whereas, the Borough of Hillsdale (hereinafter referred to as either the "Borough" or "Hillsdale") is a municipal corporation of the State of New Jersey; and

Whereas, PBA Local 207 (the "Association" or "PBA") is the exclusive bargaining agent for "all members of the Police Department of the Borough of Hillsdale except for those Police Officers holding a rank Lieutenant or higher"; and

Whereas, the Borough and the Association have reached agreement on certain matters which they wish to memorialize in this Agreement, but which they do not wish to become a part of the Collective Bargaining Agreement being entered into between them, nor subject to the rights, remedies and procedures provided for thereunder and incident thereto; and

Whereas, this Agreement is intended by the parties to fully set forth their understanding with respect to the matters addressed herein;

Now, therefore be it agreed between the Borough and the Association as follows:

1. The terms of this Agreement shall be effective as of and shall be implemented commencing on January 15, 2015.
2. The Borough, at its sole and exclusive option, shall have the right to terminate this Agreement on sixty (60) days written notice to the Association (hereinafter referred to as the "Early Cancellation Option").
3. In the event that the Borough exercises its Early Cancellation Option, this Agreement will be of no further force and effect.
4. The parties agree that nothing contained in this Agreement is intended to, or shall in any way, infringe upon or otherwise limit the managerial prerogatives of the Borough including, without limitation, prerogatives regarding staffing strength or assignment of personnel.
5. The parties acknowledge that the terms of this Agreement are outside of the existing Collective Bargaining Agreement and any Collective Bargaining Agreement which may be hereafter entered into between the parties and that the same is not subject to any of

the rights, remedies and procedures provided for under said Collective Bargaining Agreement.

6. The parties further acknowledge that apart from seeking enforcement of the terms of this agreement during the term thereof, no action, of whatsoever type, shall be initiated by either party asserting rights arising here from.
7. Without limitation to any other terms of this agreement, alleged violations of the Agreement shall not be grievable and that any issues or disputes related to the interpretation, enforceability or application of this Agreement shall be referred to the Appropriate Authority, who shall be the sole and final arbiter thereof.
8. The parties affirm that the terms of this Agreement do not violate the Fair Labor Standards Act ("FLSA").
9. Except as provided for herein, commencing as of the effective date of this Agreement, members of the Association employed by the Borough of Hillsdale shall work a twelve (12) hour schedule.
10. Each twelve (12) hour day shall commence and conclude at hours to be determined by the Chief of Police.
11. The twelve (12) hour schedule shall not apply to such Police Officers as may be designated by the Chief of Police.

In Witness Whereof, the parties have hereunto set their hands and seals as of this 4<sup>th</sup> day of January 2015.

P.B.A LOCAL 207

BOROUGH OF HILLSDALE

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Mayor Max Arnowitz

By: \_\_\_\_\_  
Vice President

By: \_\_\_\_\_  
Borough Clerk

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15027**

---

**AUTHORIZE CONTRACT FOR CDL RANDOM  
DRUG & ALCOHOL TESTING SERVICES**

**WHEREAS**, CDL random drug and alcohol testing of all license holders is required as per N.J.A.C. 17:27; and

**WHEREAS**, the Borough of Hillsdale desires to enter into a contract for Professional Services with Valley Health System, 15 Essex Road, Suite 504, Paramus, NJ 07652; and

**WHEREAS**, the term of aforesaid contract shall be from January 1, 2015 through December 31, 2015; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor is hereby authorized to enter into an agreement with Valley Health System for the 2015 CDL Random Drug and Alcohol Program.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

## **AGREEMENT**

### **ALCOHOL AND DRUG TESTING SERVICES**

This AGREEMENT is made between Valley Medical Group (VMG) ("PROVIDER"), a professional Company having its principal place of business at 15 Essex Road, Ste 504, Paramus, NJ 07652 and Hillsdale, Borough of ("MUNICIPALITY"), a Municipality having its address at 380 Hillsdale Ave., Hillsdale, NJ 07642 on this date of January 1, 2014, which shall hereinafter be referred to as the execution date of this Agreement.

#### ***WHEREAS:***

PROVIDER provides alcohol and drug testing services to companies to support workplace alcohol and drug testing programs and policies;

The MUNICIPALITY has a policy for alcohol and drugs abuse testing of applicants and/or employees and requires alcohol and drug testing services from PROVIDER.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this Agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

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

#### **SCOPE OF SERVICES**

Alcohol tests are tests performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.

Drug tests are tests performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results.

DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, are tests performed in accordance with the regulatory requirements of the DOT/FTA for such testing, including all applicable procedural, personnel, and equipment requirements.

The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations.

The following services are included in the per driver fee:

- Random
- Post Accident
- Reasonable Suspicion
- Return to Duty

All other testing will be done on a fee for service basis.

### **PROVIDER RESPONSIBILITIES**

PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the MUNICIPALITY. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.

PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by PROVIDER to the MUNICIPALITY.

#### FIVE YEARS

- Alcohol tests  $\geq 0.02$ , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable
- Medical explanations of inability to provide specimens
- Calibration documentation for EBTs
- Substance abuse professional evaluations & related information

#### TWO YEARS

- Supervisory training BAT and drug screen collector training/certification
- Logbooks for drug and alcohol testing, if used
- Random selection records
- Agreements: testing - collection, laboratory, MRO, consortium

#### ONE YEAR

- Negative/canceled drug test results: alcohol test results  $< 0.02$

Other (specify)

---

PROVIDER will not release individual test results to any person, without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit

PROVIDER from releasing, to MUNICIPALITY, it's agents or to officials of the DOT/FTA or DOT/FTA operating agency, or any State or local officials with regulatory Municipality over the testing program, individual test results, or from releasing individual test results or related information to comply with requests resulting from a legal action, including but not limited to, unemployment hearings, workers' compensation hearings, or other legal hearings, initiated by the tested individual.

PROVIDER will make available to MUNICIPALITY, at location(s) of MUNICIPALITY's choosing, and at reasonable expense to MUNICIPALITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for MUNICIPALITY, except records containing confidential medical information, within two business days of notification by MUNICIPALITY of such request.

Reporting of results to MUNICIPALITY by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

### **MUNICIPALITY RESPONSIBILITIES**

MUNICIPALITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of MUNICIPALITY.

MUNICIPALITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.

MUNICIPALITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.

MUNICIPALITY will notify PROVIDER of any responsibilities with regard to the MUNICIPALITY's Employee Assistance Program as it relates to alcohol and drug testing.

MUNICIPALITY represents that the means of obtaining results from the PROVIDER (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to MUNICIPALITY officials with a business need for the information only.

MUNICIPALITY authorizes PROVIDER to request specific information or to order additional tests as necessary or appropriate related to tests performed for MUNICIPALITY; MUNICIPALITY agrees to pay for additional costs and charges related to such information requests or additional testing performed.

MUNICIPALITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by MUNICIPALITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

MUNICIPALITY acknowledges that alcohol testing results  $\geq 0.04$  or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

**ASSIGNED RESPONSIBILITIES**

MUNICIPALITY and PROVIDER agree that responsibility for the following procedures and services are as designated below. The designee for each procedure or service agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

Selection/provision of alcohol testing services    MUNICIPALITY \_\_\_\_\_ PROVIDER   X   NOT APPLICABLE \_\_\_\_\_

Selection/provision of drug testing collections    MUNICIPALITY \_\_\_\_\_ PROVIDER   X   NOT APPLICABLE \_\_\_\_\_

Selection/provision of drug testing laboratory services    MUNICIPALITY \_\_\_\_\_ PROVIDER   X   NOT APPLICABLE \_\_\_\_\_

Random selection for drug and/or alcohol testing    MUNICIPALITY \_\_\_\_\_ PROVIDER   X   NOT APPLICABLE \_\_\_\_\_

Other (specify): \_\_\_\_\_ MUNICIPALITY \_\_\_\_\_ PROVIDER \_\_\_\_\_ NOT APPLICABLE \_\_\_\_\_

Other (specify): \_\_\_\_\_ MUNICIPALITY \_\_\_\_\_ PROVIDER \_\_\_\_\_ NOT APPLICABLE \_\_\_\_\_

Additional:

**FEES AND PAYMENT**

Fees

Fees for services provided by PROVIDER to MUNICIPALITY will be in accordance with the *FEE SCHEDULE* hereby incorporated by attachment into this Agreement.

**FEE CHANGES**

The price for services rendered under this Agreement will not change unless PROVIDER notifies MUNICIPALITY in writing sixty (60) days in advance of a price change. If MUNICIPALITY does not agree to the new price, PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then current price for the duration of the Agreement, or may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.

### **SIGNIFICANT CHANGES IN SERVICES PROVIDED**

If during the term of this Agreement there is a significant change in the requirements of the PROVIDER, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, both parties agree to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement.

### **PAYMENT**

PROVIDER will invoice MUNICIPALITY for all services provided on a quarterly basis. Quarterly payment schedule will be based on the number of drivers on the list provided by the Municipality on January 1<sup>st</sup> of the contract year. Reconciliation will be done in the first quarter of the following year based on the number of drivers on the list provided by the Municipality in the fourth quarter of the contract year. Payment terms are net thirty (30) days after the date of any invoice. In the case of failure of MUNICIPALITY to make timely payments, PROVIDER may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

### **GENERAL TERMS AND CONDITIONS**

#### **TERM**

The term of this Agreement shall be for a period of one (1) year commencing on January 1, 2015, and terminating on December 31, 2015. The responsibilities and obligations and liabilities shall survive the term of this Agreement.

#### **INDEPENDENT CONTRACTORS**

Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.

#### **RESPONSIBILITY FOR MUNICIPALITY POLICY AND PROGRAM**

The parties understand and agree that PROVIDER does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that MUNICIPALITY has sole responsibility for all such decisions. PROVIDER shall not be responsible for any damages resulting from acts or omissions of the MUNICIPALITY under the MUNICIPALITY's substance abuse policy.

### **SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement. Either party has the right to terminate this contract, for any reason whatsoever, upon 30-business day's notice by the terminating party.

### **FORCE MAJEURE**

In no event shall PROVIDER have any responsibility or liability to MUNICIPALITY for any failure or delay in performance by PROVIDER which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances beyond the reasonable control of PROVIDER. Such causes and circumstances shall include but are not limited to acts of God, acts of MUNICIPALITY, acts, rules or regulations or orders of any governmental Municipality or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond PROVIDER's reasonable control.

### **WAIVER**

The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.

### **INDEMNIFICATION**

MUNICIPALITY shall indemnify, defend and hold harmless PROVIDER, PROVIDER's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the MUNICIPALITY, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of MUNICIPALITY or MUNICIPALITY's employees, agents, or related personnel. MUNICIPALITY agrees to indemnify and hold harmless PROVIDER, its parents, subsidiaries, and affiliates from any loss, damage, or claim brought by third parties (including MUNICIPALITY's tested individuals) resulting from any willful or negligent act or omission on the part of MUNICIPALITY or MUNICIPALITY's representatives.

PROVIDER shall indemnify, defend and hold harmless MUNICIPALITY, MUNICIPALITY's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of PROVIDER, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of PROVIDER or PROVIDER's employees, agents, or related personnel.

PROVIDER agrees to indemnify MUNICIPALITY from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by PROVIDER or PROVIDER's employees, agents, or related personnel.

### **GOVERNING LAW**

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of New Jersey including all matters of construction, validity and performance but without giving effect to New Jersey choice-of-law or conflict-of-law principles.

### **ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between PROVIDER and MUNICIPALITY. This Agreement supersedes all prior Agreements, understandings, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and MUNICIPALITY.

### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

- A. MUNICIPALITY agrees to comply with all federal laws and regulations applicable to the Health Insurance Portability and Accountability Act (HIPAA).
- B. In compliance with HIPAA, MUNICIPALITY shall execute a Business Associate Agreement, if applicable, in a form prescribed by the PROVIDER.

### **JEOPARDY**

- A. If as a result of a change in law or regulation or a judicial or administrative decision or interpretation, the performance by either Party hereto of any provision of this Agreement should jeopardize the licensure of the PROVIDER, the PROVIDER's participation in Medicare, Medicaid, Blue Cross or other reimbursement or payment programs or constitute a violation of any statute, regulation or ordinance or be deemed unethical by any recognized agency or association in the medical field, the PROVIDER may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement is not reached within thirty (30) days of such request, terminate this Agreement immediately.
- B. The MUNICIPALITY certifies that it and its employees will comply with all federal and state laws including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA), Medicare and Medicaid. The MUNICIPALITY agrees to immediately report to the PROVIDER if: (1) the MUNICIPALITY, and/or its employees, violates any federal or state healthcare law, regulation or policy; (2) the MUNICIPALITY, and/or its employees, becomes aware of any inquiry or investigation by the government of the MUNICIPALITY, or its employees; or (3) the MUNICIPALITY, and/or its employees, is excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

**NON-DISCRIMINATION**

Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq. and of the New Jersey Law Against Discrimination.

**NOTICE**

Whenever, under the terms of this Agreement, notice is required or permitted to be given by either Institution to the other Institution, such notice shall be deemed to have been sufficiently given if written, deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the Institution to whom it is to be given at the address hereinafter set forth. Either Institution may change its respective address by written notice in accordance with this Paragraph.

If to the VMG:

With a copy to:

Paul Gresko  
Director, OHS

Robin Goldfisher  
VP, Legal Affairs

If to MUNICIPALITY :

With a copy to:

**AMENDMENTS**

This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Institutions.

**BINDING EFFECT: ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect.

**HEADINGS**

The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.

**FURTHER ASSURANCES**

Each Party covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.

**SURVIVAL**

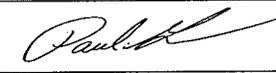
Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement, including, but not limited to, indemnities, confidentiality, records retention and access, and restrictive covenants, if applicable, shall survive any termination or expiration of the Agreement.

**INSURANCE:**

- A. **PROVIDER INSURANCE:** PROVIDER shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million/\$3 million insuring PROVIDER against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by PROVIDER, its employees, staff and agents related to or arising out of this Agreement or the subject matter thereof. All policies and coverages shall be provided on an occurrence basis.
  
- B. **MUNICIPALITY INSURANCE:** MUNICIPALITY shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million/\$3 million, insuring the MUNICIPALITY against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by the MUNICIPALITY, its employees, staff and agents related to or arising out of this Agreement or the subject matter hereof. All policies and coverages shall be provided on an occurrence basis. MUNICIPALITY shall provide evidence of such coverage to PROVIDER.

*IN WITNESS WHEREOF*, the parties hereto have caused this Agreement to be executed as of the day and year executed below:

PROVIDER: VMG

By: 

Title: Director, OHS

Date: 12/2/14

MUNICIPALITY: Hillsdale, Borough of

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**FEE SCHEDULE**

**BUNDLED PRICES FOR SERVICES**

BUNDLED PRICES for alcohol tests include both screening and confirmation tests. BUNDLED PRICES for drug tests include collection, laboratory testing, and MRO review.

MUNICIPALITY agrees to pay PROVIDER \$ 66.00 per driver for DOT drug test (UDS) and DOT alcohol test (BAT)

MUNICIPALITY agrees to pay PROVIDER \$ 100.00 per DOT physical

MUNICIPALITY agrees to pay PROVIDER \$ 40.00 per DOT follow-up physical

MUNICIPALITY agrees to pay PROVIDER \$ 160.00 per split sample test

MUNICIPALITY agrees to pay PROVIDER \$ 180.00 per post accident On- Site service

MUNICIPALITY agrees to pay PROVIDER \$ 67.00 per non-covered UDS

MUNICIPALITY agrees to pay PROVIDER \$ 55.00 per non-covered BAT

**Above Fee to include:**

- **Required Safety Sensitive Supervisor Training.**
- **Required Blind Specimen Designation.**
- **Required Driver Information Packets.**
- **Required Certified MRO Services.**

Charge *includes* periodic *random* selection of employees, (50% UDS per yr, 25% BAT per yr) all MRO services, Collection Sites, Record back-up, semi-annual laboratory reports as well as *unlimited* Supervisor training instruction, and 800 Hot-Line numbers for Post Accident Collection Sites or On-Site Post Accident Services. (On-Site Post Accident Service fee does not include cost of drug or alcohol tests).

**Amendment A**

**EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT**

**NON-DISCRIMINATION**

Both Parties agree that, in performance of this Agreement, services will be provided without discrimination and in compliance with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq., the New Jersey Law Against Discrimination, and the New Jersey Equal Employment Opportunity and Affirmative Action Rules.

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (such as a Letter of Federal Affirmative Action Plan Approval);

A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; or

An Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)), to be completed by the contract, in accordance with N.J.A.C. 17:27-4).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

Certification 35781

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 APR 2015 - APR 2016

THE VALLEY HOSPITAL  
223 NORTH VAN DIEN AVENUE  
RIDGEWOOD NJ 07450



  
Andrew P. Sidamon-Eristoff  
State Treasurer



**BOROUGH OF HILLSDALE**  
**RESOLUTION 15028**

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**MUNICIPAL ALLIANCE TO PREVENT SUBSTANCE ABUSE GRANT**

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliance for the prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

WHEREAS, the Borough Council of the Borough of Hillsdale, County of Bergen, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in or society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and

WHEREAS, the Borough Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Borough Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Bergen; and

NOW THEREFORE, BE IT RESOLVED by the Borough of Hillsdale, County of Bergen, State of New Jersey hereby recognizes the following:

1. The Borough Council does hereby authorize submission of a strategic plan for the Hillsdale Municipal Alliance Grant for July 1, 2014 through June 30, 2015 in the amount of:

DEDR            \$9,876.00

2. The Borough Council acknowledges the terms and conditions for administering the Municipal Alliance Grant, including the administrative compliance audit requirements.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor



**COUNTY OF BERGEN**  
**DEPARTMENT OF HEALTH SERVICES**  
One Bergen County Plaza, 4th floor • Hackensack, New Jersey 07601-7076  
(201) 634-2600 • FAX (201) 986-1068 • healthdept@co.bergen.nj.us  
Website: www.bergenhealth.org

Kathleen Donovan  
County Executive

Nancy L. Mangieri, DNP, C-PHFP, CPM  
Director/Health Officer

**COUNTY OF BERGEN**  
**MUNICIPAL ALLIANCE GRANT – LETTER OF AGREEMENT**

**A Letter of Agreement between the Bergen County Department of Health Services and Borough of Hillsdale for participation in the Alliance to Prevent Substance Abuse.**

1. **Date Issued:** July 1, 2014
2. **Title of Grant:** Municipal Alliance to Prevent Substance Abuse
3. **Grantee:**
  - a. **Name:** Borough of Hillsdale
  - b. **Address:** 380 Hillsdale Ave, Hillsdale, NJ 07642
  - c. **Telephone:** (201) 664-4200
4. **Budget Period:** July 1, 2014 – June 30, 2015
5. **Approved Award:** \$9,876.00
6. **The municipality agrees to accept the award.**
7. **The municipality is responsible for liability coverage of the municipal alliance.**
8. **Please keep in mind that this is a reimbursement grant. Reimbursement payments to your municipality will be quarterly and based on the approved plan and the submitted Programmatic and Fiscal report including invoices, purchase orders and proof of payment for requested reimbursement. The municipality's treasurer or CFO must sign the direct voucher and Fiscal Report for reimbursement:**

\_\_\_\_\_  
Print Name of Treasurer/CFO

\_\_\_\_\_  
Signature of Treasurer/CFO

9. **The municipality agrees to implement the “Municipal Alliance to Prevent Alcoholism and Drug Abuse Request for Application (RFA update), Term: 2014-2019” as submitted.**

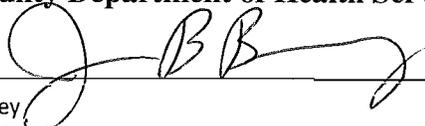
10. The municipality agrees to follow the guidelines set forth by the "Governor's Council on Alcoholism and Drug Abuse, Municipal Alliance Program Guidelines, 2014-2019 Plan."

11. The Municipal Alliance Chairperson or his/her designee agrees to attend a minimum of 2 (two) County Alliance trainings annually.

12. If for any reason the Governor's Council on Alcoholism and Drug Abuse prime grant with the County of Bergen is terminated the Bergen County Department of Health Services shall terminate this grant on the same date as the cancellation of the prime grant.

13. Termination of Agreement for Cause: If, through any cause within his control, the Grantee shall fail to fulfill in a timely and professional manner the obligations under this agreement, or if the Grantee shall violate any of the guidelines, provisions, or stipulations of this agreement, the Bergen County Department of Health Services shall thereupon have the right to terminate this agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination.

**Bergen County Department of Health Services**

By:   
Jerrold B. Binney  
Acting County Administrator

Date: 12/16/14

Name of Municipality: \_\_\_\_\_

Name of Mayor: *(Please print)* \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

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

Name of Municipal Alliance Chairperson: *(Please print)* \_\_\_\_\_

By: \_\_\_\_\_  
Chairperson

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

To be distributed:

1. Bergen County Guidelines 2014/2015
2. Governor's Council on Alcoholism and Drug Abuse Program Guidelines 2014/2015

**BOROUGH OF HILLSDALE  
RESOLUTION 15029**

**AUTHORIZING THE AWARD OF A CONTRACT FOR IT SERVICES**

**WHEREAS**, on December 10, 2014 the Borough of Hillsdale received bids for IT Services; and,

**WHEREAS**, (1) sealed bids were received from the following vendor:

*Authorinet Consulting, LLC – File Server Management - \$700.00 per month/\$8,400.00 per year; Managed Care Services - \$40.00 per month per workstation (33 workstations total) for \$1,320.00 per month/\$15,840.00 per year; Hosted Office 365 E2 (Government) plan - \$7.00 per month per user/\$84.00 per year per user; Datto could back up per month for 500 GB - \$169.00 per month/\$2,028.00 per year; Work Station Replacement, migration-upgrade - \$150.00 per work station; Number of on-site visits and/or hours included per month – unlimited; Hourly labor rate for any additional services not included in the managed services above- \$100.00 per hour.*

**WHEREAS**, the Borough Council is satisfied with the proposal submitted by Authorinet Consulting, LLC as being responsible proposals and being in conformance with the requirements promulgated pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and which satisfies the best interests of the Borough; and,

**WHEREAS**, the Chief Financial Officer of the Borough of Hillsdale has certified that sufficient funds are available for this purpose.

**NOW, THEREFORE, BE IT RESOLVED** that the Borough Council of the Borough of Hillsdale, County of Bergen, State of New Jersey that it hereby awards and authorizes the contract for IT Services to Authorinet Consulting, LLC at the rates as set forth above and in accordance with its bid proposal submission; and,

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are hereby authorized and directed to execute the contract for IT Services for the rates as set forth above and in accordance with the bid specifications and proposal submitted; and,

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately.

Council member	Motion	Second	Yes	No	Absent	Abstain	Recuse
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_

Susan Witkowski  
Municipal Clerk

\_\_\_\_\_

Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15030**

**RESOLUTION AUTHORIZING REJECTION OF BID FOR CONTRACT FOR  
SUPPLEMENTAL SIDEWALK SNOW REMOVAL SERVICES**

**WHEREAS**, on Wednesday, December 10, 2014, the Borough of Hillsdale received bids for Supplemental Sidewalk Snow Removal Services; and,

**WHEREAS**, (1) sealed bid was received from Innovative, LLC; and,

**WHEREAS**, after legal review of the bid proposal submission of the one (1) vendor, it has been determined that the bid proposal submission contains a fatal defect which requires mandatory rejection of the bid proposal submission pursuant to N.J.S.A. 40A:11-23.2 of the Local Public Contracts Law; and,

**WHEREAS**, based upon the clear language of the law, the Borough Council hereby authorizes the mandatory rejection of the bid proposal submission by Innovative, LLC.

**NOW, THEREFORE, BE IT RESOLVED** that the Borough Council of the Borough of Hillsdale, County of Bergen, State of New Jersey that it hereby authorizes the rejection of the one (1) bid proposal submission of Innovative, LLC for the contract for Supplemental Sidewalk Snow Removal Services pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et. seq., specifically N.J.S.A. 40A:11-23.2 of the Local Public Contracts Law; and,

**BE IT FURTHER RESOLVED** that pursuant to the Local Public Contracts Law, specifically N.J.S.A. 40A:11-5, the Borough Administrator is hereby authorized to commence negotiations with this vendor and other vendors for the award of the Contract since this is the second (2<sup>nd</sup>) time the proposals for this service have been rejected; and,

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately.

<b>Council member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>	<b>Recuse</b>
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_

Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15031**

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**GREEN TEAM ADVISORY COMMITTEE**

**WHEREAS**, the Mayor and Council of the Borough of Hillsdale strives to save tax dollars, assure clean air and water, improve working and living environments to build a community that is sustainable economically, environmentally and socially; a community which would thrive well into the new century; and

**WHEREAS**, the Mayor and Council of the Borough of Hillsdale wishes to build a model of government which benefits our residents now and far into the future with green community initiatives which are easy to replicate and affordable to implement: and

**WHEREAS**, in an attempt to focus attention on “Green” issues, the Mayor and Council wishes to re-appoint a Green Team Advisory Committee (GTA); and

**WHEREAS**, the Mayor and Council of the Borough of Hillsdale wants to begin the process of focusing on “Green” issues by starting with audits of municipality facilities and operations first: and

**WHEREAS**, solar power, changes to fleet purchasing and maintenance, water quality improvements, and operational changes will all be considered as the Borough moves to do their share to lessen the environmental impact of its operations.

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Hillsdale that we do hereby re-appoint a Green Team Advisory Committee consisting of fifteen members who shall be residents or employees of the Borough of Hillsdale, appointed annually.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, by the Mayor and Council of the Borough of Hillsdale that the Mission, Goals and Objectives for the GTA for the year 2015 are established as follows:

**MISSION STATEMENT**

To identify, prioritize, select and enable sustainability initiatives that will benefit the residents and businesspeople of Hillsdale by:

- Raising community awareness
- Engaging citizen volunteerism
- Maintaining fiscal responsibility, and
- Attaining “Sustainable Jersey” certification

**GOALS**

**1. Education**

To create or promote sustainable educational opportunities and outreach programs at a variety of venues and scales in the community targeting citizens from pre-school to seniors.

**2. Community**

To create or promote initiatives in the community designed to identify and implement best practices in the ways of natural resource protection, waste reduction, energy efficiency and local food production for residents and businesses.

3. Communication

To establish an effective set of communication protocols for information dissemination and to be a vehicle for engaging citizen participation.

4. Promotion

To provide sustainability models at both public and private venues.

**OBJECTIVES**

- Adopt municipal operations policies designed to improve employee energy efficiency.
- Develop one community based program associated with a season.
- Adopt at least one natural resource protection ordinance.
- Collaborate with other “Green Team” or environmentally relevant organizations within and beyond the Borough.
- Develop environmental programs, fairs, workshops and outreach programs that provide information and practical experience in schools, businesses and the larger community.
- Provide a web presence to update information and receive input on the “Green Team” process.

**NOW, THEREFORE BE IT FINALLY RESOLVED**, by the Mayor and Council of the Borough of Hillsdale that the following persons are hereby appointed to the GTA for the year ending 2015.

Max Arnowitz	Regular Member	Hillsdale Mayor
Susan Witkowski	Regular Member	Borough Administrator
James Alba	Regular Member	Citizen Representative
Michael Lavitol	Regular Member	Citizen Representative
Cheryl Mercer	Regular Member	Citizen Representative
Teresa Pendegast	Regular Member	Citizen Representative
Grace Biener	Regular Member	Environmental Commission
Stefanie Breuer	Regular Member	Environmental Commission
Meredith Kates	Regular Member	Environmental Commission
Donald Russell	Regular Member	Hillsdale Superintendent of Public Works
Greg Polyniak	Regular Member	Hillsdale Engineer

Council member	Motion	Second	Yes	No	Absent	Abstain	Recuse
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE  
RESOLUTION 15032**

**APPOINTING COMMUNITY DEVELOPMENT REPRESENTATIVES**

WHEREAS, The Borough of Hillsdale has entered into a 3-year Cooperative Agreement with the County of Bergen, Community Development Block Grant; and

WHEREAS, under Section a-1.b of said Agreement, there is the establishment of Committees consisting of two representatives from each participating municipality; and

WHEREAS, the Governing Body and the Chief Executive of each participating agency shall make one appointment each for the term July 1, 2014 to June 30, 2015; and

WHEREAS, alternates may be appointed in the same manner as set forth above and shall have the same powers in the absence of the designated representatives;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby appoints:

\_\_\_\_\_ as Regular CD Committee Member; and  
\_\_\_\_\_ as Alternate CD Committee Member

BE IT FURTHER RESOLVED, THAT THE GOVERNING Body hereby appoints:

\_\_\_\_\_ as Regular CD Committee Member; and  
\_\_\_\_\_ as Alternate CD Committee Member;

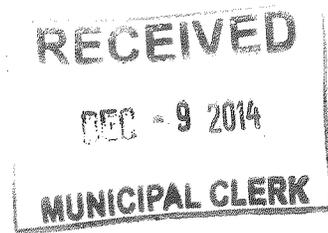
BE IT FURTHER RESOLVED, by the Borough Council of the Borough of Hillsdale that a certified copy of this resolution be forwarded to the County of Bergen, Community Development, One Bergen County Plaza, 4<sup>th</sup> Floor, Hackensack, NJ 07601.

Council member	Motion	Second	Yes	No	Absent	Abstain	Recuse
DeGise, Jason							
DeRosa, Anthony							
Looes, Chrisoula							
Meyerson, Lawrence							
Pizzella, Frank							
Ruocco, John							
Arnowitz, Max							

Adopted: January 4, 2015

Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

\_\_\_\_\_  
Max Arnowitz  
Mayor



**COUNTY OF BERGEN  
COMMUNITY DEVELOPMENT**

One Bergen County Plaza – 4<sup>th</sup> Floor • Hackensack, NJ 07601  
(201) 336-7200 • Fax (201) 336-7247

**Kathleen A. Donovan**  
County Executive

December 3, 2014

Mayor Max Arnowitz  
Borough of Hillsdale  
380 Hillsdale Avenue  
Hillsdale, New Jersey 07642

Dear Mayor Max Arnowitz:

In accordance with the Three Year Community Development Cooperative Agreement, each participating municipality must maintain two representatives on its respective Community Development Committee.

The Chief Executive Officer shall make one appointment and the governing body shall make one appointment. The term of each appointment shall be for one year; July 1, 2014 through June 30, 2015. Alternates may be appointed for each position for the same term.

We will need a certified resolution appointing the governing body's representative and alternate, and a letter from the Chief Executive Officer naming his/her representative and alternate. Please include the mailing address, home and work telephone numbers of each appointment.

Kindly provide me with this information **no later than December 30, 2014**. It is important that this information be provided before we begin the CDBG application process. Full representation is important to an effective Community Development planning process.

If you have already sent in your appointments, thank you. We look forward to working with you to ensure the CDBG application process is successful.

If you should have any questions, please contact either your CD representative or myself at (201) 336-7200 or email [nbest@co.bergen.nj.us](mailto:nbest@co.bergen.nj.us).

Thank you for your continued cooperation.

Sincerely,

Noreen Best  
Director

C: Angela Drakes