

**BOROUGH OF HILLSDALE
OFFICE OF THE MAYOR**

PROCLAMATION

Anthony Conte

- *WHEREAS*, Anthony Conte, of Troop 109, labored diligently to achieve the highest award in the Boy Scouts of America, the Eagle Scout Award; and,
- *WHEREAS*, Scouting is well known as a vital organization that enables the development of self-esteem and leadership skills in young men; and,
- *WHEREAS*, Anthony has learned the enduring values of Scouting and his dedication and devotion to the principles of scouting is an inspiration to all young men;
- *NOW, THEREFORE, BE IT RESOLVED*, I, Mayor Douglas Frank, on behalf of the citizens of the Borough of Hillsdale, commends and congratulates Anthony Conte for his accomplishments and extends our best wishes for continued success.

IN WITNESS WHEREOF, I, Douglas Frank, Mayor of the Borough of Hillsdale, have hereunto set my hand this 9th day of February 2016.

Mayor Douglas Frank

Denise Kohan
Deputy Municipal Clerk

**BOROUGH OF HILLSDALE
OFFICE OF THE MAYOR**

PROCLAMATION

John Coyle

- *WHEREAS*, John Coyle, of Troop 109, labored diligently to achieve the highest award in the Boy Scouts of America, the Eagle Scout Award; and,
- *WHEREAS*, Scouting is well known as a vital organization that enables the development of self-esteem and leadership skills in young men; and,
- *WHEREAS*, John has learned the enduring values of Scouting and his dedication and devotion to the principles of scouting is an inspiration to all young men;
- *NOW, THEREFORE, BE IT RESOLVED*, I, Mayor Douglas Frank, on behalf of the citizens of the Borough of Hillsdale, commends and congratulates John Coyle for his accomplishments and extends our best wishes for continued success.

IN WITNESS WHEREOF, I, Douglas Frank, Mayor of the Borough of Hillsdale, have hereunto set my hand this 9th day of February 2016.

Mayor Douglas Frank

Denise Kohan
Deputy Municipal Clerk

**BOROUGH OF HILLSDALE
OFFICE OF THE MAYOR**

PROCLAMATION

Hugh Cassidy

- *WHEREAS*, Hugh Cassidy, of Troop 109, labored diligently to achieve the highest award in the Boy Scouts of America, the Eagle Scout Award; and,
- *WHEREAS*, Scouting is well known as a vital organization that enables the development of self-esteem and leadership skills in young men; and,
- *WHEREAS*, Hugh has learned the enduring values of Scouting and his dedication and devotion to the principles of scouting is an inspiration to all young men;
- *NOW, THEREFORE, BE IT RESOLVED*, I, Mayor Douglas Frank, on behalf of the citizens of the Borough of Hillsdale, commends and congratulates Hugh Cassidy for his accomplishments and extends our best wishes for continued success.

IN WITNESS WHEREOF, I, Douglas Frank, Mayor of the Borough of Hillsdale, have hereunto set my hand this 9th day of February 2016.

Mayor Douglas Frank

Denise Kohan
Deputy Municipal Clerk

Hillsdale Board of Health

380 Hillsdale Avenue, Hillsdale, NJ 07642
201/666-4800, ext. 1552 FAX 201/358-5002
Website: www.Hillsdalenj.org

February 1, 2016

The Honorable Mayor and Council:

The following is the result of the monies received by the Board of Health for the month of January 2016.

CHC Fees:	\$	35.00
Marriage License	\$	28.00
Food License	\$	10500.00
Total	\$	10563.00

Respectfully submitted,



Denise Kohan
Board of Health
Registrar

Hillsdale Board of Health

380 Hillsdale Avenue, Hillsdale, NJ 07642
201/666-4800, ext. 1552 FAX 201/358-5002
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ACTIVITIES FOR THE MONTH OF JANUARY, 2016

<u>VITAL STATISTICS</u>	<u>MONTH</u>	<u>YEAR TO DATE</u>
Deaths for the month of January, 2016	Males 1	1
	Females 5	5
Marriages/Civil Unions:*	1	
Transcripts:	0	

***New VIP system does not require birthing facilities to send notices of births for those that reside in our town. This will no longer show on the monthly activities as the information will be inaccurate.**

Respectfully submitted,



Denise Kohan
Board of Health
Registrar

**BOROUGH OF HILLSDALE
BERGEN COUNTY, NEW JERSEY
ORDINANCE NO. 16-01
(Adoption)**

**AN ORDINANCE TO AMEND AND SUPPLEMENT
ORDINANCE 09-01 CHAPTER 138 "FEES" AND CHAPTER 71
SWIMMING POOL COMMISSION**

BE IT ORDAINED by the Borough Council of the Borough of Hillsdale as follows:

SECTION 1: Chapter 138 of the Code of the Borough of Hillsdale is amended and supplemented to include membership fees in the following schedule and definition:

CHAPTER 71, Swimming Pool Commission

RATES FOR 2016

RESIDENTS- TYPE	PRICE			***RESIDENTS discount 25%	TYPE	PRICE		
	Before 5-May	6-May 29- May	After 29-May			Before 5-May	6-May 29- May	After 29-May
A. Family of Two	\$544.00	\$573.00	\$630.00	A. Family of Two	\$409.00	\$430.00	\$473.00	
B. Family (3 persons)	\$558.00	\$587.00	\$646.00	B. Family (3 persons)	\$418.00	\$440.00	\$484.00	
C. Family (4-5 persons)	\$612.00	\$644.00	\$708.00	C. Family (4-5 persons)	\$459.00	\$483.00	\$531.00	
D. Family (6 + persons)	\$676.00	\$712.00	\$783.00	D. Family (6 + persons)	\$507.00	\$534.00	\$587.00	
E. Individual (18+)	\$388.00	\$408.00	\$449.00	E. Individual (18+)	\$291.00	\$306.00	\$337.00	
F. Senior Citizen (62+)	\$220.00	\$232.00	\$255.00	F. Senior Citizen (62+)	\$165.00	\$174.00	\$191.00	
G. 2 Senior Citizen	\$323.00	\$340.00	\$374.00	G. 2 Senior Citizen	\$242.00	\$255.00	\$281.00	

I. Sponsored by a family membership must show proof

NON-RESIDENTS TYPE	PRICE			***NON-RESIDENTS discount 25%	TYPE	PRICE		
	Before 5-May	6-May 29- May	After 29-May			Before 5-May	6-May 29- May	After 29-May
A. Family of Two	\$786.00	\$827.00	\$910.00	A. Family of Two	\$589.00	\$620.00	\$682.00	
B. Family (3 persons)	\$839.00	\$883.00	\$971.00	B. Family (3 persons)	\$629.00	\$662.00	\$728.00	
C. Family (4-5 persons)	\$875.00	\$921.00	\$1,013.00	C. Family (4-5 persons)	\$656.00	\$690.00	\$759.00	
D. Family (6-7 persons)	\$884.00	\$931.00	\$1,024.00	D. Family (6-7 persons)	\$664.00	\$699.00	\$769.00	
E. Family (8+ persons)	\$910.00	\$958.00	\$1,054.00	E. Family (8+ persons)	\$683.00	\$719.00	\$791.00	
F. Individual (18+)	\$568.00	\$598.00	\$658.00	F. Individual (18+)	\$426.00	\$448.00	\$493.00	
G. Senior Citizen (62+)	\$270.000	\$284.00	\$312.00	G. Senior Citizen (62+)	\$202.00	\$213.00	\$234.00	
H. 2 Senior Citizen	\$415.00	\$437.00	\$481.00	H. 2 Senior Citizen	\$312.00	\$328.00	\$361.000	

I.* J. Sponsored by a family membership must show proof

****** VOLUNTEER:**

Persons serving the Borough of Hillsdale, who are either elected or appointed to a Borough Board, Office, Department or commission and who require to take an oath of office. Volunteers shall include but not limited to Mayor and Council, Fire Department, Dept. of Health, Environments Commission, Historian, Recreation Committee, Swimming Pool Commission, Hillsdale Board of Education Members, Police Reserve and Ambulance

*** New Members Only*** - Promotion of 10-20% one-per family discount at designated open house and special promo events.

Council member	Motion	Second	Yes	No	Absent	Abstain	Recuse
DeRosa, Anthony							
Karcich, Scott							
Looes, Chrisoula							
Lundy, Abby							
Pizzella, Frank							
Ruocco, John							
Frank, Douglas							

Adopted: February 9, 2016

Attest: _____

Denise Kohan
Deputy Municipal Clerk

Douglas Frank
Mayor

**BOROUGH OF HILLSDALE
BERGEN COUNTY, NEW JERSEY
ORDINANCE NO. 16-02
(Adoption)**

**AN ORDINANCE ESTABLISHING SALARIES FOR THE STAFF OF THE HILLSDALE
SWIMMING POOL COMMISSION FOR THE CURRENT YEAR 2016 IN THE BOROUGH OF
HILLSDALE, COUNTY OF BERGEN, STATE OF NEW JERSEY**

BE IT ORDAINED, by the Borough Council of the Borough of Hillsdale in the County of Bergen and State of New Jersey as follows:

SECTION I:

The compensation of all personnel whose services are required for the operation, maintenance and regulation of the Facility as approved by the Swimming Pool Commission is as follows:

TITLE	<u>2016 SALARY RANGE</u>			
	<u>Min.</u>		<u>Max.</u>	
A. Manager/Director	\$32,000.00		\$45,000.00	
B. First Assistant	\$5,800.00		\$10,000.00	
C. Second Assistant	\$5,800.00		\$10,000.00	
D. Third Assistant	\$4,800.00		\$8,000.00	
E. Fourth Assistant	\$4,800.00		\$6,400.00	
F. Secretary's	\$4,000.00		\$7,300.00	
G. Maintenance/Handyman	Hourly \$7.05		Hourly \$15.00	
H. Pre-Season Maintenance			Hourly \$ 8.00	
I. Secretary-Hourly	Hourly \$9.00		Hourly \$17.00	
J. Maintenance Manager	\$3,000.00		\$5,000.00	

SECTION II:

Trained Lifeguards: Part-time minimum age 15 years, Full-time 16 years, Gate 15 years , Recreation and Minimum 14 years, Maintenance staff age 17 years

<u>YEARS WORKED</u>	<u>HOURLY RANGE</u>		<u>GATE & REC.</u>	<u>HOURLY RANGE</u>	
<u>LIFEGUARDS</u>	<u>MIN.</u>	<u>MAX.</u>	<u>REC.</u>	<u>MIN.</u>	<u>MAX.</u>
1	\$7.75	\$7.75	1	\$7.25	\$7.50
2	\$7.75	\$8.25	2	\$7.51	\$7.75
3	\$8.25	\$8.60	3	\$7.75	\$8.00
4	\$8.60	\$9.25	4	\$8.00	\$8.25
5	\$9.25	\$9.75	5	\$8.25	\$8.60
6	\$9.75	\$10.00	6	\$8.60	\$9.27
7	\$10.00	\$10.50	7	\$9.27	\$9.78
8	\$10.50	\$11.25	8	\$9.78	\$10.50
9	\$11.25	\$12.00	9	\$10.50	\$11.50
10	\$12.00	\$13.00	10	\$11.51	\$12.00

11	\$13.00	\$14.05	11	\$12.00	\$12.75
12	\$14.05	\$15.00	12	\$12.75	\$13.25

Coordinator of Group Swim Lessons	\$1,500 or (\$750 each 2 people)
Guard Safety Training Instructor	\$500 - \$800
Head Guard - Lifeguard	\$500 to \$900
	\$1,100 or (\$550 each 2 people)
Business manager of Swim/Dive Team	\$800-\$1,000
Managing Lifeguard	\$4,000 to \$9,000
Kid's Korner Coordinator (2)	\$200-\$800
Gate Manager	

SECTION III:

A part-time /substitute Guard must earn at least \$3,000 the previous season to advance a step.

ADDITIONAL RATES:

Water Safety Instructor assistant	\$1.00 hr.
Certifies Water Safety Instructor	\$1.50 hr.
CPR Instructor	\$1.00 hr.
EMT Certification	\$1.25 hr.
Teach Private Swim Lessons	\$18/half hour
Teach Private Swim Lessons (2 kids)	\$30/ half hour
Certified Pool Operator Hourly emp.	\$2.00 hr.

RANGE

	<u>Min</u>	<u>Max</u>
Swim Team Coach	\$1,600	\$4,000
Assistant Swim/Dive Coaches	\$5,000	
Diving Team Coach	\$1,200	\$3,500
Aqua Aerobics Instructor	\$300.00	\$1,000
Yoga Instructor	\$300.00	\$1,000
Certified Pool Operator Salary employee	\$1,000	
Fall/Winter Help-Hourly	\$13.00	\$17.00
Fall/Winter Secretary-Hourly	\$13.00	\$17.00

Any full time guard who is scheduled 80 hours per pay period (2 weeks) will be guaranteed a minimum of 20 hours per pay period (2 weeks) (i.e. early closing-rain). When club is open full time only for the months of July and August.

SECTION IV:

The Compensation fixed and determined by this ordinance for the persons holding the respective

offices and position of employment herein named, shall be in lieu of all other fees, costs and charges received and collected by such officers an employees shall be remitted promptly to the Borough of Treasurer.

SECTION V:

All ordinances and resolutions inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistencies.

SECTION VI:

This ordinance shall take effect immediately after final passage, approval and publications of notice Thereof as required by law and the provisions of this Ordinance shall be retroactive to January 1, 2016.

Council member	Motion	Second	Yes	No	Absent	Abstain	Recuse
DeRosa, Anthony							
Karcich, Scott							
Looes, Chrisoula							
Lundy, Abby							
Pizzella, Frank							
Ruocco, John							
Frank, Douglas							

Adopted: February 9, 2016

Attest: _____
 Denise Kohan
 Deputy Municipal Clerk

 Douglas Frank
 Mayor

**BOROUGH OF HILLSDALE
BERGEN COUNTY, NEW JERSEY
ORDINANCE NO. 16-05
(Introduction)**

**ORDINANCE OF THE BOROUGH OF HILLSDALE, COUNTY OF
BERGEN, STATE OF NEW JERSEY, TO AMEND CHAPTER 310
Article XVII OF THE BOROUGH CODE ENTITLED "SIGNS"**

WHEREAS, the Borough of Hillsdale has adopted Article XVII of Chapter 310, establishing General Rules and Regulations for signs in the Borough; and

WHEREAS, The Mayor and Council of the Borough of Hillsdale are desirous of amending this section.

NOW BE IT ORDAINED, BY THE MAYOR AND COUNCIL OF THE BOROUGH OF HILLSDALE AS FOLLOWS:

§310-4 DEFINITIONS shall be amended to include:

AWNING A roof-like covering of canvas or cloth that is attached to a frame, which projects from the wall of a building and is supported entirely by the building. Fixed awnings are permitted signage, roll-out awnings are not.

FLAG Any fabric or bunting used as a symbol of government, political subdivision, corporation or business or other entity.

LIGHTING and ILLUMINATION

A. Temporary signs shall not be illuminated.

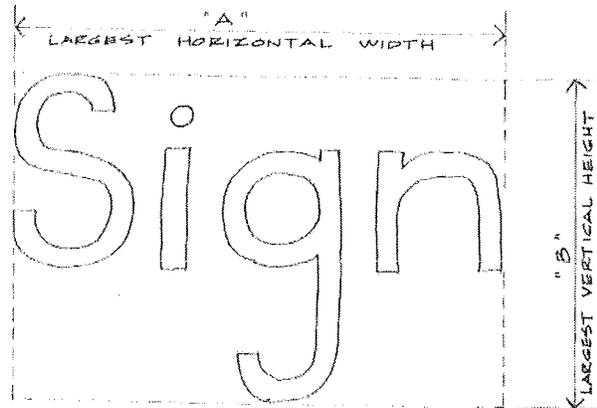
B. Any permanent sign permitted by the provisions of this section may be illuminated subject to the following limitations:

- (1) Flashing signs, highly reflective glass or fluorescent paint and illuminated tubing outlining roofs, doors, windows or wall edges of a building are prohibited.
- (2) No action or moving illumination shall be permitted.
- (3) No illumination is permitted which may cause confusion or interference with traffic control signs or lights of emergency vehicles.
- (4) Internal illumination may be permitted provided it is shielded on all sides and back creating forward illumination only.
- (5) LED illumination is prohibited except for "open" signs.

LOGO Any symbol, shape, graphic or picture that a company uses to represent itself as a branding tool.

SIGN Any object, device, display or structure, or part thereof, situated outdoors or indoors, permanent or temporary in nature, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, logos, fixtures, colors, illumination or projected images.

SIGN AREA The entire space within a single continuous perimeter enclosing the extreme limits of a sign or where a sign consists of individual letters or logos, the space bounded by the maximum horizontal and vertical dimensions of the lettering/logo. For double-sided identical signs, only one side constitutes total sign area. See example to the right:



SIGN, AWNING A sign that is painted, screened or applied onto an awning.

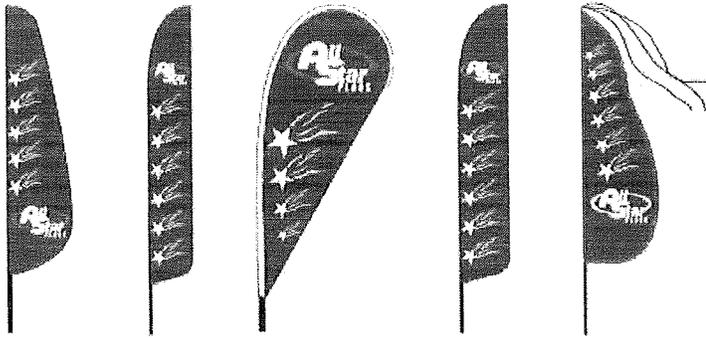
SIGN, BANNER A temporary sign applied to paper, flexible plastic or fabric of any kind.

SIGN, BILLBOARD A sign which directs attention to and/or provides advertising for a business, commodity, service or entertainment which is conducted, sold or offered at a location other than the premises on which the sign is located. A billboard may also direct attention to and provide information regarding non-commercial and/or non-profit organizations or messages where the non-commercial and/or non-profit organization is not located on the premises on which the sign is located.

SIGN, DIRECTIONAL On-site signage that provides direction or information to pedestrian and/or vehicular traffic that is related to the movement of pedestrian and/or vehicular traffic on the premises (e.g. "entrance", "exit", "no parking", "one-way" and the like).

SIGN, DIRECTORY Any sign that contains listings of two (2) or more commercial establishments that share a common entrance.

SIGN, FEATHER FLAG A freestanding sign that is comprised of a pole and flag that is typically taller than wider. The sign is lightweight and portable. An example of the variations of feather flags is shown below.

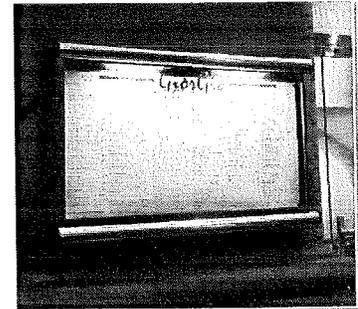


SIGN, FENCE Any sign attached to a chain link, picket or board fence.

SIGN, FREESTANDING A non-moveable sign not affixed to a building or structure. Freestanding signs can be mounted directly to the ground, where the entire bottom is in contact or close to the ground (monument sign), or can be mounted to a pole or poles.

SIGN, INCIDENTAL A sign not exceeding one (1) square foot attached to a building, wall or door that provides information (e.g. “employee entrance”, “receiving”, etc.). Incidental signs may be externally illuminated with downward focused light sources.

SIGN, MENU BOX A weather-tight box used to display menus, which is mounted to the building façade and projects no more than three (3) inches from the building façade. See the example to the right.



SIGN, OFF-PREMISES A sign that advertises or announces a use conducted or goods available elsewhere than the lot or building where the sign is located.

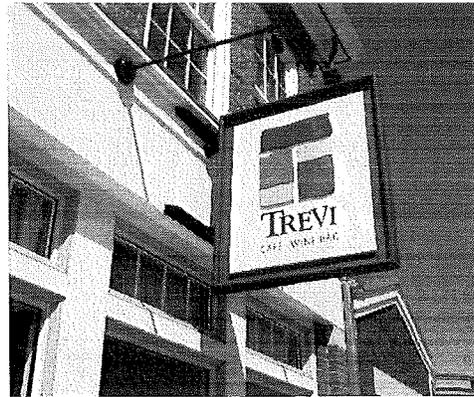
SIGN, ON-PREMISES A sign that advertises or announces a person occupying the premises, a use conducted or goods available on the lot or in the building where the sign is located.

SIGN, OPEN A sign not exceeding two (2) square feet, attached to a door or window, which states “open”. Said sign may be illuminated. These signs shall be counted when calculating the maximum permitted area for window signs.

SIGN, POLITICAL A temporary sign announcing or supporting political candidates or issues in connection with any national, state or local election.

SIGN, PORTABLE A freestanding sign not permanently affixed, anchored or secured to the ground or a structure on the lot it occupies or any sign mounted on wheels, excluding signs affixed to or painted on a vehicle. Includes sandwich boards and blackboards.

SIGN, PROJECTING A sign that is wholly or partly supported by a building wall and projects perpendicularly twelve (12) or more inches from the building wall. Examples of projecting signs are shown below:



SIGN, TEMPORARY A sign or advertising display that is not permanently mounted and is constructed of cloth, canvas, fabric, plywood or other light material and designed or intended to be displayed for a short period of time. Temporary signs shall not be illuminated.

SIGN, STREET ADDRESS Any sign denoting the street address of the premises on which it is attached or located.

SIGN, VEHICLE A sign or signs where the total sign area covers more than ten (10) square feet of the vehicle.

SIGN, VENDING MACHINE Any sign displayed on all or part of a vending machine.

SIGN, WALL All flat signs of solid-face construction and/or individual letters which are placed against a building or other structure and attached to the exterior front, rear or side wall of any building or other structure, so that the display surface is parallel with the plane of the wall. Signs painted on an exterior wall shall be deemed to be wall signs subject to all applicable requirements.

SIGN, WINDOW A window sign is any sign temporarily or permanently affixed to the glass of a window or door of a business or that is visible through a window or door and placed on a permanent basis within two (2) feet of the glass.

SUSTANTIALLY DAMAGED OR DESTROYED As it pertains to a non-conforming sign: 50% or more of the upright supports of a sign structure are physically damaged such that normal repair practices of the sign industry would call for, in the case of wooden structures, replacement of the broken supports and, in the case of a metal sign structure, replacement of at least 25% of the length above ground of each broken, bent or twisted support; or more than 50% of the area of a projecting or wall sign is physically damaged such that normal repair practices of the sign industry would call for the same to be replaced or repaired.

The remainder of §310-4 shall remain unchanged.

§310-61 GENERAL PROVISIONS shall be amended to read as follows:

A. General Provisions Applicable to All Signs Within the Borough of Hillsdale

- (1) No sign may be positioned on a structure so that it obscures any architectural feature, including but not limited to windows, transoms, cornices, trim, porch railings, etc.
- (2) No sign shall be erected in such a way as to obstruct a door, window or fire escape of the building to which the sign is affixed.
- (3) No sign as regulated by this Chapter shall be erected at or near an intersection of any street in such a manner as to obstruct free and clear vision, nor at any location where, by reason of the position, shape or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device, or which makes use of the words “stop”, “look”, “danger” or any other word, phrase, symbol or character in such manner as to interfere with, mislead or confuse traffic.
- (4) Obscene matter prohibited. It shall be unlawful for any person to display upon any sign any obscene, indecent or immoral matter.
- (5) All signs shall be constructed of quality materials and shall complement the building’s architecture.
- (6) All freestanding signs shall be set back ten (10) feet from all property lines unless otherwise stated in this Chapter.
- (7) All signs shall be maintained in good condition and not allowed to become dilapidated. All signs and their supports shall be kept in continual repair, including cleaning, painting, replacing of defective parts and otherwise maintaining a presentable condition.

B. Prohibited Signs Within the Borough of Hillsdale.

- (1) The following signs and sign types are prohibited within the Borough and shall not be erected. Any lawfully existing permanent sign or sign type which is among the prohibited signs listed below shall be deemed a non-conforming sign subject to the provisions of §310-61.C.:
 - (a) Billboards.
 - (b) No freestanding signs shall be at any point more than eight (8) feet above the ground level.
 - (c) Signs with flashing, moving or intermittent lighting of any kind, except for carnivals or special events, which have received authorization from the Governing Body. Also exempt are “open” signs which may flash.
 - (d) LED illuminated signs, except for “open” signs.
 - (e) Portable signs.

- (f) Temporary signs tacked, posted or painted to benches, barrels, buildings, posts, trees, sidewalks, curbs, rocks or any structure.
- (g) Signs that list the names of developers, contractors, subcontractors, engineers or architects on a job site beyond the duration of construction activities or issuance of a certificate of occupancy.
- (h) Signs placed on a public sidewalk or public property, except for signs erected by the Borough or with authorization of the Mayor and Council.
- (i) Roof signs, including signs mounted on mansard roofs.
- (j) Signs painted on the window or the facade of the building, excluding water-soluble paints for seasonal displays.
- (k) Flashing or steady-burning ornamental lights displayed within one (1) foot of a window that are visible to the public for the purpose of enhancing or supplementing the visual attraction to a commercial business. Such lights are permitted for seasonal use to the extent that they are not displayed for longer than sixty (60) days per year and do not create a hazard to safety in the judgment of the Police Department.
- (l) Signs that emit smoke, visible vapor or smoke, sound, odor or visible particles.
- (m) Signs that obstruct, conceal, hide or otherwise obscure from view any official traffic or governmental sign, signal or device.
- (n) Signs within a sight triangle that obstruct a clear view of pedestrian and/or vehicular traffic.
- (o) Signs which contain or consist of balloons, blimps, streamers, feather flags, spinners or other similar moving devices. Feather flags without letters or logos are also prohibited. Pennants, when not in conjunction with permitted grand opening signs.
- (p) Signs with more than two (2) faces.
- (q) Vehicle signs when the vehicle is not regularly used in the conduct of the business or activity located on the property; and where the vehicle is visible and parked within fifty (50) feet of a street right-of-way.

C. Non-Conforming Signs and Removal of Certain Signs.

- (1) Non-Conforming Signs. A non-conforming sign that was lawfully erected may continue to be maintained until the non-conforming sign is substantially damaged or destroyed. At such time that the non-conforming sign is substantially damaged or destroyed, the non-conforming sign must either be removed or be brought into conformity with this Chapter and with any other applicable law or regulation.
 - (a) Routine maintenance. Routine maintenance is intended to include such activities as cleaning, replacement of light bulbs, fasteners, etc., removal of rust and corrosion and repainting. Specifically prohibited is the replacement of the sign structure, in whole or in part.
 - (b) Alteration of non-conforming sign use. Any sign which is non-conforming shall not be enlarged, extended, relocated or altered in any manner.

(2) Removal of Certain Signs.

- (a) When a single-occupancy business ceases operation for more than sixty (60) days:
 - [1] Any sign face identifying or advertising such business shall be immediately removed.
 - [2] If the sign is a pre-existing non-conforming sign, the sign and all its supporting structures shall be immediately removed.
- (b) When an owner entity, such as a shopping center or multi-tenant building, changes and the owner's name is on the sign, then within ninety (90) days the sign shall be removed and replaced if it is non-conforming.
- (c) Business owners will be notified of any violations of (a) and (b) above, which exist beyond the above established time periods and will be given thirty (30) days to comply with the notice before fines are imposed. Failure to remedy the violation will result in fines not to exceed \$50 per violation per day.

D. Exempt Signs. The provisions and regulations of this Chapter, including §310-61.E. shall not apply to the following signs:

- (1) Street address signage shall be provided on each building or for each building tenant. Street address signage may be placed on the façade, the door or on a permitted freestanding sign. A corner building may have street address signage on both street-facing facades.
- (2) Signs not exceeding one (1) square foot in area and bearing only names of occupants of premises or other identification of premises not having commercial connotations.
- (3) Flags of any government entity are permitted within the Borough. However, residential parcels shall be limited to one (1) flagpole, which shall be set back a minimum of ten (10) feet from all property lines. A flagpole shall not exceed twenty (20) feet in height.
- (4) Traffic or other municipal signs, legal notices, identification, informational or directional signs erected or required by governmental bodies.
- (5) Integral decorative or architectural features of buildings, except letters, trademarks, moving parts or moving lights. This shall include names of buildings and date of erection.
- (6) Directional signs. On-site directional signs, not exceeding three (3) square feet in area and three (3) feet in height shall be permitted as needed for safety. Directional signs may bear the company's logo, which may be a maximum of one (1) square foot. On-site directional signs may be internally illuminated.
- (7) Parking lot markers. Parking lot markers may include paint stenciled on the pavement and freestanding pole signs that are maximum height of six (6) feet and have an area no greater than two (2) square feet. Parking lot markers including signs denoting handicapped spaces, the numbering of spaces, words such as "reserved" and the like shall be permitted as needed.

- (8) Political signs. A political sign may be displayed as a freestanding sign. A political sign shall be removed within seven (7) calendar days following the election to which it pertains.
- (9) Open signs. For each permitted non-residential establishment, one (1) open sign is permitted. See Section 310-4 "Definitions" for parameters.
- (10) Temporary construction signs. Temporary construction signs shall be permitted identifying the owner, architect, builder, realtor and/or contractor on the premises on which a building is being constructed, altered or repaired, subject to the following limitations:
 - (a) For each residential parcel, one (1) temporary construction sign shall be permitted. For commercial and industrial parcels two (2) signs are allowed.
 - (b) Temporary construction signs shall not exceed five (5) square feet in area and four (4) feet in height.
- (11) Temporary real estate signs, subject to the following limitations:
 - (a) For each parcel, one (1) temporary real estate sign for each street frontage may be displayed.
 - (b) For a parcel in residential use, the temporary real estate sign shall not exceed six (6) square feet in area and three (3) feet in height. For a parcel in non-residential use, the sign shall not exceed twenty (20) square feet in area and five (5) feet in height.
 - (c) Temporary real estate signs shall be removed within seven (7) days following the closing or settlement of a sale, lease or rental of the real estate that was offered for sale, lease or rent.
- (12) Temporary window signs. Where window signs are permitted, temporary window signs advertising special sales or events shall be permitted, subject to the following limitations:
 - (a) One (1) or more temporary window signs may be displayed at the same time.
 - (b) Temporary window signs shall not cover more than 25% of the glass surface.
 - (c) Temporary window signs shall not be displayed for a period longer than twenty (20) days.

E. Permits.

- (1) No person shall erect, alter, locate or relocate or reconstruct within the limits of the Borough of Hillsdale any sign or signs without first having obtained and paid for and having in force and effect a zoning permit for the location of such sign or signs from the Zoning Official of the Borough of Hillsdale.
- (2) Permit procedures and guidelines.

- (a) Any sign not exempt under §310-61.D. must receive approval from the Zoning Official.
 - (b) Permit review.
 - [1] Applications for new signs or alterations to existing signs shall be prepared by the applicant and submitted to the Zoning Official.
 - [2] Applications and copies of the regulations for signage are available from the Borough.
 - [3] Questions about the regulations may be addressed to the Zoning Official.
 - [4] Sign design should take into account how it will be constructed, where it will be located and how it will be mounted. Signs shall not be constructed until approval is obtained from the Zoning Official.
 - (c) Application description. An application must include the following to be considered complete:
 - [1] A completed application form.
 - [2] An accurately scaled, fully dimensioned drawing that is legible, clear and prepared to a scale, of the proposed sign and supporting frame, construction, details, copy, illumination, etc.
 - [3] A scaled drawing or photograph of the building for which the sign is proposed, with the location of the sign accurately indicated.
- (3) Fee schedule. All applications will require a zoning review fee and a permit fee. Fees shall be as provided in Chapter 138, Fees.
- (4) Upon issuing a sign permit, the Land Use Officer shall furnish duplicates thereof to the Zoning Officer of the Borough of Hillsdale and to the Hillsdale Construction Code Agency.
- (5) Building Code compliance.
All signs and all parts thereof, including but not limited to framework, supports, background, anchors and wiring system, shall be constructed and maintained in compliance with the applicable building, electrical and fire prevention codes of the Borough.
- (6) Relocation of signs. Any sign that is moved to a new location, either on the same structure or to other premises, shall be considered a new sign and a permit shall be secured for any work performed in connection therewith, and it shall be in conformance with the requirements herein.
- (7) Enforcement. Enforcement of all sign regulations shall conform to the general enforcement powers conferred by statute and conditions set forth by the Zoning Official.
- (8) Commercial signs in residential zones. In the event that the Planning Board grants a variance to permit a commercial use in a residential zone the signage for said use shall conform to regulations provided for commercial zones in §310-65.

§310-62 shall be amended to read as follows:

§310-62 Signs Permitted For Specific Uses

The following uses are permitted within certain districts within the Borough. The signs in this section are required to obtain permits. In addition to the signs that are permitted pursuant to §310-61.D., the following signs shall be permitted for each of the following specific uses:

- A. For parcels containing a permitted public park or public building, the following signs are permitted:
 - (1) One (1) illuminated permanent freestanding sign per public street frontage. The maximum sign area shall be sixteen (16) square feet.
 - (2) Public buildings shall be permitted wall signs and incidental signs as needed for identification purposes as determined by the Borough.
 - (3) Temporary freestanding or banner signs may be erected for the purpose of advertising local charitable or non-profit events. Each parcel is permitted a maximum of one (1) temporary freestanding or banner sign. Said sign shall not exceed twelve (12) square feet in area and five (5) feet in height. Said sign shall not be displayed for a period longer than twenty-one (21) days.

- B. For parcels containing a conditionally-permitted public or private non-profit school, the following signs are permitted:
 - (1) One (1) illuminated permanent freestanding sign per public street frontage. The maximum sign area shall be twenty (20) square feet. Said sign may be digital.
 - (2) One (1) wall sign per public entrance. The maximum sign area shall be thirty-two (32) square feet for each permitted wall sign. Said signs may be externally illuminated.
 - (3) Incidental signs are permitted as needed and determined by the school and Zoning Official.

- C. For parcels containing a conditionally-permitted place of worship, the following signs are permitted:
 - (1) One (1) illuminated permanent freestanding sign per public street frontage. The maximum sign area shall be sixteen (16) square feet. Said sign may be digital.
 - (2) One (1) wall sign per street frontage. The maximum sign area shall be thirty-two (32) square feet for each permitted wall sign. Said sign may be externally illuminated.
 - (3) One (1) freestanding bulletin board, which may or may not have changeable letters. Said sign shall not exceed fifteen (15) square feet in area and six (6)

feet in height. The sign shall be set back at least twenty (20) feet from all property lines. The sign may be illuminated.

(4) A maximum of two (2) incidental signs are permitted.

(5) Temporary religious banners may be erected by places of worship for the purpose of advertising meeting dates or special events for said institution. Each place of worship is permitted a maximum of one (1) temporary religious banner. Said sign shall not exceed fifteen (15) square feet in area and five (5) feet in height. A temporary religious sign shall not be displayed for a period longer than twenty-one (21) days.

D. Public service and charitable organization signs. Non-business related signs, which provide notice of local charitable or non-profit events, may be displayed as temporary window signs where temporary window signs are permitted within the Borough. These signs shall be counted in the maximum area permitted for temporary window signs. Said signs may be displayed a maximum of twenty-one (21) days prior to the event and shall be removed immediately thereafter. If the building's windows are not transparent, the public service and/or charitable organization sign may be hung on the exterior of the building.

§310-63 shall be amended to read as follows:

§310-63 Signs Permitted in Residential Districts Only

In addition to the signs that are permitted pursuant to §310-61.D., the following signs shall be permitted in the R-1, R-2, R-3, R-4, TC and SC Districts:

- A. One (1) wall sign indicating a permitted home professional office in the R-4 District, where a home professional office is permitted by ordinance and/or registered with the Borough, provided that such sign shall not exceed two (2) square feet in area. Said sign may be externally illuminated.
- B. Freestanding signs for permitted townhouse or senior citizen communities, where permitted by ordinance, subject to the following limitations:
 - (1) One (1) freestanding sign shall be permitted per public street frontage.
 - (2) The maximum sign area shall be sixteen (16) square feet.
 - (3) The maximum sign height, including structure and sign area, shall be six (6) feet above the existing grade.
 - (4) Freestanding signs may be externally illuminated.

§310-64 shall be amended to read as follows:

§310-64 Signs Permitted in the Industrial District

In addition to the signs that are permitted pursuant to §310-61.D., the following signs shall be permitted in the Industrial District:

- A. Wall signs, subject to the following limitations:
- (1) One (1) wall sign shall be permitted per business/tenant per public street frontage.
 - (2) Each permitted wall sign shall have a maximum sign area of 90% of the linear business frontage in feet, with a maximum area of thirty-two (32) square feet. For example, if the linear business frontage is twenty-five (25) feet, the maximum sign area shall be twenty-two and a half (22.5) square feet.
 - (3) The sign shall not project more than twelve (12) inches from the building façade.
 - (4) The top edge of a wall sign shall not be installed more than twenty (20) feet above the ground and shall not extend beyond the top of the building.
 - (5) Wall signs may be illuminated.
- B. Freestanding signs, subject to the following limitations:
- (1) Properties with two (2) or more businesses/tenants may have a freestanding sign.
 - (2) A maximum of one (1) freestanding sign is permitted per parcel.
 - (3) Freestanding signs shall not exceed thirty (30) square feet in area and eight (8) feet in height.
- C. Directory signs, subject to the following limitations:
- (1) Where a building has upper story non-residential uses, one (1) directory sign shall be permitted per entrance to said upper story establishments. Said sign shall be located next to the exterior entrance to the upper story establishments.
 - (2) The maximum sign area shall be three (3) square feet.
 - (3) Directory signs may be illuminated by downward focused lights, such as gooseneck lights.
- D. Flagpoles. One (1) flagpole is permitted on each non-residential parcel. A flagpole shall not exceed twenty-five (25) feet in height and shall be set back a minimum of fifteen (15) feet from all property lines and from any other structure. Each flagpole is limited to one (1) flag, not greater than fifteen (15) square feet in area.
- E. Incidental signs. A maximum of three (3) incidental signs are permitted per business/tenant.

§310-65 shall be amended to read as follows:

§310-65 Signs Permitted in the Commercial District

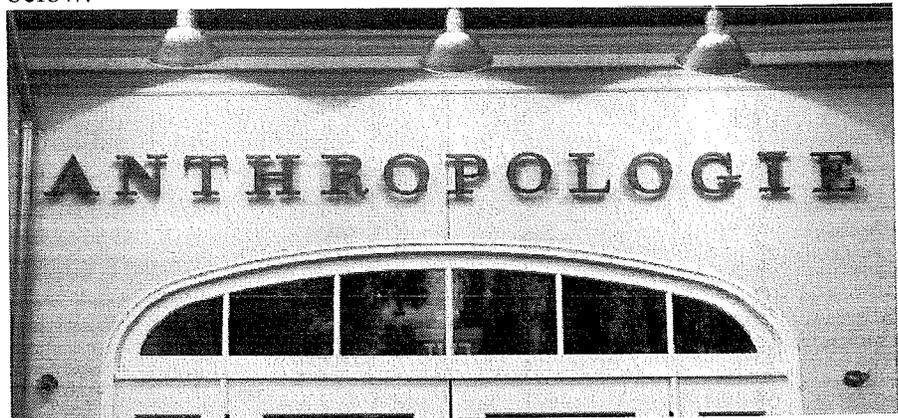
In addition to the signs that are permitted pursuant to §310-61.D, the following signs shall be permitted within the Commercial District:

- A. A permitted ground floor use may have a **wall OR projecting OR awning** sign. A business wishing to have a combination of the aforementioned signs shall be required to obtain a variance. The standards for wall, projecting and awning signs are as follows:
- (1) Wall signs, subject to the following limitations:
 - (a) One (1) wall sign shall be permitted per ground floor use per public street frontage.
 - (b) The following types of wall signs shall be permitted:

[1] Individually internally illuminated channel letters. Example shown below.



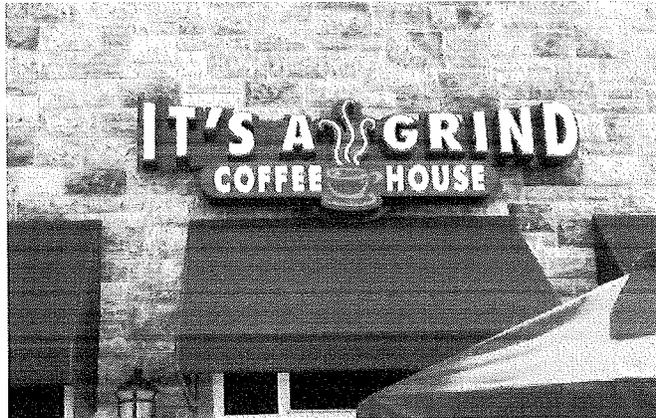
[2] Individual externally illuminated raised letters. Example shown below.



[3] Back-lit raised letters with concealed ballast, which creates a halo effect. Example shown below.



[4] Internally lit raised letters with concealed ballast. Example shown below.



[5] Signage board with or without gooseneck lighting. Example shown below.



- (c) The horizontal dimension of the sign shall not exceed 80% of the width of the building frontage occupied by the use.
 - (d) Each permitted wall sign shall have a maximum sign area of 95% of the linear business frontage in feet, with a maximum area of twenty-four (24) square feet. For example, if the linear business frontage is twenty (20) feet, the maximum sign area shall be nineteen (19) square feet.
 - (e) Wall signs shall not project more than twelve (12) inches from the building façade.
 - (f) The top edge of a wall sign shall not be installed above the bottom of any second floor windows or within one (1) foot of the top of a parapet.
- (2) Projecting signs, subject to the following limitations:
- (a) One (1) projecting sign shall be permitted per ground floor use per public street frontage.
 - (b) The maximum sign area shall be ten (10) square feet.
 - (c) The lower edge of a projecting sign shall be at least eight (8) feet above the sidewalk or grade. The highest edge of a projecting sign shall be no more than fourteen (14) feet above the sidewalk or grade.
 - (d) A projecting sign shall be attached to its support so that it does not swing.
- (3) Awning signs, subject to the following limitations:

- (a) One (1) awning sign shall be permitted for each business on the first floor of a commercial building.
- (b) The maximum sign area shall be 90% of the linear business frontage in feet, with a maximum area of twenty (20) square feet. For example, if the linear business frontage is twenty (20) feet, the maximum sign area shall be eighteen (18) square feet.
- (c) The horizontal dimension of the text/logo shall not exceed 90% of the width of the awning.
- (d) The lower edge of an awning sign shall be at least eight (8) feet above the sidewalk or grade. No roll-out type of awning may extend greater than six (6) feet beyond the building façade or within eighteen (18) inches of the curb face. All fixed awnings shall extend no farther than three and a half (3.5) feet beyond the building façade.
- (e) Awnings may be illuminated with downward lighting, such as gooseneck lighting.

B. Supplemental wall signs, subject to the following limitations:

- (1) One (1) externally-illuminated wall sign is permitted on a rear façade with a business entrance facing a parking area.
- (2) The maximum sign area shall be six (6) square feet.
- (3) The sign shall not project more than six (6) inches from the building façade.
- (4) The sign shall be located next to the business entrance and the top edge of the sign shall be no higher than ten (10) feet above the sidewalk or grade.

C. Directory signs, subject to the following limitations:

- (1) Where a building has upper story non-residential uses, one (1) directory sign shall be permitted per entrance to said upper story establishments.
- (2) The maximum sign area shall be four (4) square feet.
- (3) Directory signage shall be located next to the exterior entrance to the upper story establishment(s). The top edge of the sign shall be no higher than seven (7) feet above the sidewalk or grade.

D. Freestanding signs, subject to the following limitations:

- (1) Properties where the building is set back sixty (60) feet or more from the right-of-way may have a freestanding sign.
- (2) There shall be no more than one (1) freestanding sign per property.
- (3) Freestanding signs shall not exceed twenty-five (25) square feet in area and eight (8) feet in height.
- (4) Freestanding signs may be internally or externally illuminated.

E. Window signs, subject to the following limitations:

- (1) Permitted ground floor and upper story non-residential uses may have window signs.
- (2) Window signs shall not exceed 25% of the area of the glass surface, but in no event shall they exceed a total of thirty-six (36) square feet; the more restrictive limitation shall apply. Window signs on doors shall not exceed 10% of the glass area of the door on which they are affixed.

- (3) All window signs shall be neat, clean and professional-looking. Window signs shall pertain only to the establishment occupying the premises where the window is located.
 - (4) Illuminated interior signs located within six (6) feet of the window glass or door glass of a building shall be considered a window sign and shall meet all applicable requirements for window signs.
 - (5) Indirectly illuminated interior signs located within two (2) feet of the window glass or door glass of a building shall also be considered a window sign and shall meet all applicable requirements for window signs.
- F. Menu boxes. One (1) menu box is permitted for each restaurant, which shall not exceed a maximum of three (3) square feet. The front of the box shall be comprised of clear safety glass, plastic or similar materials.
- G. Flagpoles. One (1) flagpole is permitted on each non-residential parcel. A flagpole shall not exceed twenty-five (25) feet in height and shall be set back a minimum of fifteen (15) feet from all property lines and from any other structure. Each flagpole is limited to one (1) flag, not greater than fifteen (15) square feet in area.
- H. Temporary grand opening signs, subject to the following limitations:
- (1) One (1) temporary grand opening or coming soon sign may be displayed for the grand opening of a business, relocation of a business or to announce the approaching arrival of a new business. Additionally, a maximum of two (2) strings of pennants may be hung in conjunction with the sign. Said pennants shall not be attached to public or private trees or public street lights. No words or logos are permitted on pennants.
 - (2) Said sign shall not exceed a maximum of twenty (20) square feet.
 - (3) Said sign shall be located within the window of the commercial establishment or on the exterior of the building no higher than the roofline.
 - (4) A temporary grand opening sign shall not be displayed for a period longer than forty-five (45) days.

§310-67(A) shall be amended as follows:

Sections (1) through (9) remain unchanged.

Sections (10) – (13) are amended as follows:

- (10) Motor vehicle service stations shall comply with the sign requirements contained in §310-61.A. through §310-61.E.
- (11) One freestanding sign, which may be internally or externally illuminated, shall be permitted for each street frontage, said sign not to exceed 8 feet in height and 40 square feet in area.
- (12) One wall sign shall be permitted per public street frontage. The wall sign shall comply with the provisions of §310-65.A(1)(b). Each permitted wall sign shall not exceed 24 square feet in area. Wall signs shall not project more than 12 inches from the building façade.
- (13) Window signs shall be permitted in accordance with §310-65.E(1) through (5).

All Ordinances of parts of Ordinances inconsistent herewith are hereby repealed as to such inconsistencies only.

In the event that any word, phrase, clause, section or provision of this Ordinance is found by any Court of competent jurisdiction to be unenforceable, illegal or unconstitutional, such word, phrase, clause or provision shall be severable from the balance of this Ordinance and the remainder of this Ordinance shall remain in full force and effect.

This Ordinance shall take effect upon passage and publication as provided by Law.

Council member	Motion	Second	Yes	No	Absent	Abstain	Recuse
DeRosa, Anthony							
Karcich, Scott							
Looes, Chrisoula							
Lundy, Abby							
Pizzella, Frank							
Ruocco, John							
Frank, Douglas							

Introduced: February 9, 2016

ATTEST: _____
 Denise Kohan
 Deputy Borough Clerk

 Douglas Frank
 Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16053**

**RESOLUTION RESCINDING RESOLUTION 16047 AND IN TURN AUTHORIZING
TRANSFER OF 2015 BUDGET APPROPRIATIONS**

WHEREAS N.J.S.A.40A:4-58 permits transfers among Budget Appropriations during the last two months of the fiscal year and first three months of the preceding year,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hillsdale that the Finance Department is hereby authorized to make the following transfers among the 2015 Budget Appropriations:

OPERATIONS "WITHIN CAP"		<u>FROM</u>	<u>TO</u>
5-01-26-305-031	Garbage & Trash Removal O/E	9,300	
5-01-20-100-011	Administrative & Executive S/W		920
5-01-20-120-011	Clerk S/W		827
5-01-22-195-011	Uniform Construction Code S/W		3,164
5-01-26-310-029	Building and Grounds O/E		2,889
5-01-26-315-000	Vehicle Maintenance O/E		1,500
	TOTAL	9,300	9,300

Council member	Motion	Second	Yes	No	Absent	Abstain	Recuse
DeRosa, Anthony							
Karcich, Scott							
Looes, Chrisoula							
Lundy, Abby							
Pizzella, Frank							
Ruocco, John							
Frank, Douglas							

Adopted: February 9, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

BOROUGH OF HILLSDALE
RESOLUTION 16054

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 the Borough Administrator as Public Agency Compliance Officer in the Borough of Hillsdale for the year 2016, 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

Council member	Motion	Second	Yes	No	Absent	Abstain	Recuse
DeRosa, Anthony							
Karcich, Scott							
Looes, Chrisoula							
Lundy, Abby							
Pizzella, Frank							
Ruocco, John							
Frank, Douglas							

Adopted: February 2, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Douglas Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16055**

**AUTHORIZATION TO ENTER INTO SERVICE AGREEMENT FOR
CERTIFIED RECYCLING PROFESSIONAL (CRP) TO PREPARE THE
ANNUAL RECYCLING TONNAGE REPORT**

WHEREAS, it is required to submit a mandated Annual Recycling Tonnage Report as required by the New Jersey Recycling Enhancement Act (“REA”) P.L. 2008, Chapter 6; and

WHEREAS, such report is to be submitted via email to the New Jersey Department of Environmental Protection (“NJDEP”) on or before April 30th of each year; and

WHEREAS, the Borough of Hillsdale is desirous of entering into a Service Agreement for retaining and providing CRP services of the Authority for signing and submitting of said Annual Recycling Tonnage Report; and

WHEREAS, the Borough shall retain the services of the Authority for a CRP that will be responsible for signing and submitting of said report to the NJDEP on or before April 30, 2016;

WHEREAS, the Borough designates the Interim Superintendent of Public Works as the preparer of the report.

NOW, THEREFORE, BE IT RESOLVED that the term of this Service Agreement shall be for a term of one (1) year commencing March 1, 2016.

BE IT FURTHER RESOLVED that the Mayor is authorized to enter into such agreement with the Bergen County Utility Authority for such services.

Council member	Motion	Second	Yes	No	Absent	Abstain	Recuse
DeRosa, Anthony							
Karcich, Scott							
Looes, Chrisoula							
Lundy, Abby							
Pizzella, Frank							
Ruocco, John							
Frank, Douglas							

Adopted: February 9, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Douglas Frank
Mayor



BERGEN COUNTY UTILITIES AUTHORITY

P.O. Box 9, Foot of Mehrhof Road, Little Ferry, New Jersey 07643

January 29, 2016

Municipal Clerk
Borough of Hillsdale
380 Hillsdale Avenue
Hillsdale, New Jersey 07642

Re: Certified Recycling Professional Tonnage Grant Assistance Program

Dear Municipal Clerk:

In 1980 and 2006, the Bergen County Board of Chosen Freeholders designated the Bergen County Utilities Authority (BCUA) as the agency empowered to develop and implement the Bergen County District Solid Waste Management Plan. As part of its solid waste management responsibilities, the BCUA has developed and implemented numerous programs to assist Bergen County municipalities with the management of solid and hazardous waste. In 2012 the BCUA implemented the Certified Recycling Professional Tonnage Grant Assistance Program to ensure that all Bergen County municipalities receive their share of the New Jersey Department of Environmental Protection's tonnage grant. In 2016, the BCUA will continue this program.

As you may know, in accordance with the Recycling Enhancement Act (REA) P.L. 2008, Chapter 6, beginning 2012 each New Jersey municipality is required to submit an Annual Recycling Tonnage Report to the New Jersey Department of Environmental Protection (NJDEP) **signed by a Certified Recycling Professional (CRP) on or before April 30th of each year.** Failure to submit a Tonnage Report signed by a CRP will jeopardize your municipality's receipt of the annual recycling tonnage grant. It has come to the attention of the BCUA that certain municipalities may not have a CRP employed by the municipality.

As part of the BCUA's Certified Recycling Professional Tonnage Grant Assistance Program, the BCUA will provide the services of a CRP to sign and submit the Annual Recycling Tonnage Report to the NJDEP at **no cost to your municipality.** If your municipality requires the services of a CRP and would like to participate in this program, please review and execute the attached Service Agreement and submit to the attention of Richard Wierer, Director of Solid Waste on or before March 13, 2016.

If you have any questions regarding the Service Agreement or the requirements of the Recycling Enhancement Act, please do not hesitate to contact Richard Wierer at 201-807-5818.

Very truly yours,

Robert Laux
Executive Director

enclosure

cc: Honorable Mayor and Council
Municipal Recycling Coordinator

**SERVICE AGREEMENT FOR A CERTIFIED RECYCLING PROFESSIONAL (CRP)
TO PREPARE THE ANNUAL RECYCLING TONNAGE REPORT**

This Service Agreement, by and between **The Bergen County Utilities Authority**, a public body politic and corporate of the State of New Jersey, having its principal offices for the performance of essential governmental functions and services located at the Foot of Mehrhof Road, Little Ferry, New Jersey 07643 (hereinafter referred to as "Authority"), and the Borough of Hillsdale a Municipal Corporation of the State of New Jersey, having its principal offices for the performance of essential governmental functions and services located at 380 Hillsdale Avenue, Hillsdale, New Jersey, 07642 (hereinafter referred to as the "Municipality"), is dated this ____ day of _____, 2016.

WHEREAS, commencing in 2012, New Jersey municipalities are required by the New Jersey Recycling Enhancement Act ("REA") P.L. 2008, CHAPTER 6, to have the mandatory Annual Recycling Tonnage Reports approved and signed by a Certified Recycling Professional ("CRP"); and

WHEREAS, the Annual Recycling Tonnage Reports must be submitted via email to the New Jersey Department of Environmental Protection ("NJDEP") utilizing a spreadsheet provided by the NJDEP on or before April 30th of each year.

WHEREAS, Municipality, by ordinance, has duly enacted a recycling plan for all recyclable materials, as designated by the Bergen County Solid Waste Management Plan and amendments thereto; and

WHEREAS, the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) authorizes and permits contracting units, such as the Authority and the Municipality to enter into Service Agreements with municipalities for the services contemplated herein

without competitive bidding for same, pursuant to and in accordance with N.J.S.A. 40A:11-5(2); and

WHEREAS, the parties are desirous of entering into a Service Agreement for retaining and providing CRP services of the Authority for signing of said Annual Recycling Tonnage Report; and

NOW, THEREFORE, in consideration of the terms, conditions, mutual benefits and covenants hereinafter set forth, the Municipality and the Authority hereby agree as follows:

I. REPRESENTATIONS

1.01 Representations by the Authority.

The Authority hereby represents and warrants as follows:

A. The Authority is duly authorized under the Constitution and laws of the State to execute and deliver this Service Agreement, and the Authority has taken all actions required on its part to execute and deliver this Service Agreement and the performance of the Authority's obligations hereunder;

B. Upon its execution by the Authority, this Service Agreement shall be a valid and binding obligation of the Authority, enforceable in accordance with its terms;

C. The execution and delivery of this Service Agreement and the performance by the Authority of its obligations hereunder do not conflict with any applicable law, rule or regulation and will not constitute a breach of or default under any agreement, instrument or undertaking to which the Authority is a party or by which it is bound; and

D. No litigation or administrative action of any nature is now pending seeking to restrain or enjoin the execution and delivery of this Service Agreement by the Authority or the performance by the Authority of its obligations hereunder, or in any manner

questioning the proceedings or authority under which the same have been effected or the validity or enforceability of this Service Agreement; and no authority or proceeding for the transactions on the part of the Authority contemplated by this Service Agreement has been repealed, revoked or rescinded.

1.02 Representations by the Municipality.

The Municipality hereby represents and warrants as follows:

A. The Municipality is duly authorized under the Constitution and laws of the State to execute and deliver this Service Agreement, and the Municipality has taken all actions required on its part for the execution and delivery of this Service Agreement and the performance of the Municipality's obligations hereunder;

B. Upon its execution by the Municipality, this Service Agreement shall be a valid and binding obligation of the Municipality, enforceable in accordance with its terms;

C. The execution and delivery of this Service Agreement and the performance by the Municipality of its obligations hereunder do not conflict with any applicable law, rule or regulation and will not constitute a breach of or default under any agreement, instrument or undertaking to which the Municipality is a party or by which it is bound; and

D. No litigation or administrative action of any nature is now pending seeking to restrain or enjoin the execution and delivery of this Service Agreement by the Municipality or the performance by the Municipality of its obligations hereunder, or in any manner questioning the proceedings or authority under which the same have been effected or the validity or enforceability of this Service Agreement; and no authority or

proceeding for the transactions on the part of the Municipality contemplated by this Service Agreement has been repealed, revoked or rescinded.

II. OBLIGATIONS OF AUTHORITY

2.01. During the term of this Service Agreement, the Authority shall designate a CRP for the express and limited purpose of signing and submitting said Annual Recycling Tonnage Report to the NJDEP on or before April 30, 2016.;

III. OBLIGATIONS OF THE MUNICIPALITY

3.01 Municipality shall retain the services of the Authority for a CRP that will be responsible for signing and submitting of said Annual Recycling Tonnage Report to the NJDEP on or before April 30, 2016.

3.02 Municipality must complete said Annual Recycling Tonnage Report and submit same to the Authority on or before April 16, 2016.

3.03 It is understood that the sole and exclusive responsibility for the accuracy of all tonnage and materials reported lies with the municipality's designated preparer of the Annual Recycling Tonnage Report. The Municipality designates: _____ as the preparer of the report. The report's designated preparer shall be responsible should the NJDEP audit the report submittal.

3.04 It is the Municipality's responsibility to retain the appropriate documentation for five years before destroying said documentation in the event of a field review by the NJDEP.

3.05 If the NJDEP conducts a field review and recycling tonnage is denied by the NJDEP and the NJDEP requires the Municipality to repay all or a portion of the grant funds, it is the sole and exclusive responsibility of the Municipality to the repay the grant funds.

IV. TERM OF SERVICE AGREEMENT

4.01. The term of this Service Agreement shall be for a term of one (1) year, commencing March 1, 2016.

V. NOTICE

5.01. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following address or sent by certified or registered mail, postage pre-paid with receipt requested, at such address; provided, if such notices, demands, requests or other communications are sent by mail, they should be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered.

5.02. All notices shall be addressed as follows:

If to Authority:
Richard Wierer, Director of Solid Waste
Bergen County Utilities Authority
Box 9, Foot of Mehrhof Road
Little Ferry, New Jersey 07643

If to the Municipality:

5.03. Either party may, by like notice, designate any further or different address to which subsequent notices shall be sent. Any notice sent hereunder signed on behalf of the notifying party by a duly authorized attorney-at-law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

IN WITNESS WHEREOF, the Authority and the Municipality have caused this Service Agreement to be executed in their respective names by representatives of each thereof there unto duly authorized, and have caused this Service Agreement to be dated as of the date and year first above written.

WITNESS:

BERGEN COUNTY UTILITIES AUTHORITY

By: _____

Executive Director

ATTEST:

Borough of Hillsdale

By: _____

Title: _____

**BOROUGH OF HILLSDALE
RESOLUTION 16056**

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICE AGREEMENT
FOR SHORT TERM EMERGENCY SHARING OF FIRE APPARATUS BETWEEN THE
COUNTY OF BERGEN AND THE BOROUGH OF HILLSDALE**

WHEREAS, the County of Bergen operates a Fire Academy through the County’s Department of Public Safety; and

WHEREAS, the County of Bergen owns certain fire apparatus, including ladder vehicles and engines (“Fire Apparatus”) used for training firefighters; and

WHEREAS, subject to the operational needs of the Fire Academy, the County seeks to make certain Fire Apparatus available to the municipalities within Bergen County on a temporary/emergency basis for use as front line apparatus; and

WHEREAS, the Borough of Hillsdale seeks to ensure its ability to utilize the Fire Apparatus on a temporary/emergency basis as front line fire apparatus; and

WHEREAS, the County and the Borough of Hillsdale have determined that by entering into this Shared Services Agreement governing the terms for borrowing the County’s Fire Apparatus in advance of the Borough of Hillsdale’s need to utilize the Fire Apparatus, the parties will be able to facilitate the prompt availability of the Fire Apparatus at such time as the Borough of Hillsdale has a need to utilize it;

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Ave, P.L. 2007, c.63 (C.40A:65-1, et seq.).

WHEREAS, the County has authorized this agreement by adoption of Resolution 1458-15 on December 16, 2015; and

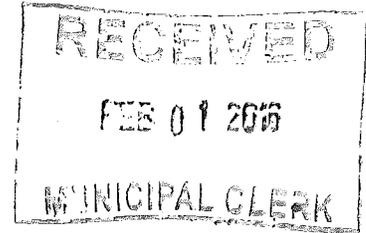
BE IT RESOLVED that the Agreement shall take effect upon the execution of same and adoption of Resolutions by both parties as provided by law

Council member	Motion	Second	Yes	No	Absent	Abstain	Recuse
DeRosa, Anthony							
Karcich, Scott							
Looes, Chrisoula							
Lundy, Abby							
Pizzella, Frank							
Ruocco, John							
Frank, Douglas							

Adopted: February 9, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Douglas Frank
Mayor



COUNTY OF BERGEN
OFFICE OF THE COUNTY EXECUTIVE

One Bergen County Plaza • Room 580 • Hackensack, NJ 07601-7076
(201) 336-7300 • Fax (201) 336-7304
jtedesco@co.bergen.nj.us

January 28, 2016

James J. Tedesco III
County Executive

Mayor Douglas Frank
380 Hillsdale Avenue
Hillsdale, New Jersey 07642

Re: County of Bergen - Fire Truck Loaner Program

Dear Mayor Frank:

On behalf of the County of Bergen and the Board of Chosen Freeholders, we are pleased to introduce the County's new Fire Truck Loaner Program, offering municipalities a cost-effective means of obtaining temporary replacement front line fire apparatus in the event of breakdown or scheduled repair. As you may know, the County maintains a limited number of fire engines and ladder trucks at the County's Law and Public Safety Institute for training firefighters from across the County. Through this new Fire Truck Loaner Program, the County will loan these engines and ladder trucks to Bergen County municipalities for short-term emergency use, when not needed for training purposes.

We have structured the program as a Shared Services Agreement, which your municipality may authorize once for a ten year term. Subsequently, if your municipality needs to borrow a fire truck at any time during the next ten years, the apparatus can be loaned to your municipality quickly, without the need to wait for action by the governing body. Through this program, the apparatus will be loaned for up to eight weeks at no charge, with a small charge per day if the apparatus must be kept longer (currently \$25/day for weeks 9-16, and \$50/day for weeks 17-24), up to a maximum of twenty four weeks.

We invite you to review the attached Shared Services Agreement, which sets out the terms of the Fire Truck Loaner Program. If your municipality is interested in participating in the program, please have your governing body adopt a resolution approving the Shared Services Agreement. Then complete, sign, and return the signature page of the agreement to the County with a copy of your municipality's resolution, to Mr. Marc N. Schrieks, One Bergen County Plaza, Hackensack, NJ 07601

We are confident that this new program will benefit your community. If you have any questions about the program we invite you to call the Director of the Bergen County Law and Public Safety Institute, Richard Blohm, at 201-785-5702.

Yours truly,

James J. Tedesco, III
County Executive

Steven A. Tanelli
Freeholder

Chairman

**SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING
OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY
MUNICIPALITY WITHIN THE COUNTY OF BERGEN**

THIS AGREEMENT is made by and between:

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices located at One Bergen County Plaza, Fifth Floor, Hackensack, New Jersey 07601-7076 hereinafter referred to as the "County" and

EACH MUNICIPALITY located within Bergen County signing this agreement, being a body politic and corporate of the State of New Jersey, with administrative offices located at the address set forth on the municipality's respective signature page, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the County of Bergen operates a Fire Academy through the County's Department of Public Safety; and

WHEREAS, the County of Bergen owns certain fire apparatus, including ladder vehicles and engines ("Fire Apparatus") used for training firefighters; and

WHEREAS, subject to the operational needs of the Fire Academy, the County seeks to make certain Fire Apparatus available to the municipalities within Bergen County on a temporary/emergency basis solely for use as front line fire apparatus; and

WHEREAS, Municipality seeks to ensure its ability to utilize the Fire Apparatus on a temporary/emergency basis as front line fire apparatus; and

WHEREAS, the County and Municipality have determined that by entering into this Shared Services Agreement governing the terms for borrowing the County's Fire Apparatus in advance of Municipality's need to utilize the Fire Apparatus, the parties will be able to facilitate the prompt availability of the Fire Apparatus at such time as Municipality has a need to utilize it;

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

WHEREAS, the County has authorized this agreement by adoption of Resolution No. 1458-15 on December 16, 2015; and

WHEREAS, Municipality has authorized this agreement by adoption of the Resolution number set forth on the signature page of this Agreement, adopted on the date set forth therein;

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. Scope of Services.

- A. The Municipality agrees to borrow and the County agrees to lend Fire Apparatus from the County for use as front line fire apparatus on an emergent, temporary basis, such as in circumstances of breakdown or destruction of Municipality's firefighting vehicles, in accordance with the terms of this Agreement.
- B. The Parties understand that the County's Fire Apparatus must be primarily available for County use. Therefore, Fire Apparatus will only be available whenever not in use, or scheduled to be used by the County, and, then, it will only be made available at the sole discretion of the Director of the Bergen County Law and Public Safety Institute or a designated representative for short term emergency use as front line fire apparatus.
- C. Because the County has a limited number of Fire Apparatus, and wishes to make Fire Apparatus available to as many municipalities as possible, the Municipality will be permitted to borrow the Fire Apparatus under this Agreement, in the absence of extenuating circumstances, for a period not to exceed eight (8) weeks, free of charge.
- D. In extenuating circumstances, the County may approve a loan of the Fire Apparatus for a period not to exceed twenty four (24) weeks, subject to the fee schedule set forth in Section 4, "Compensation," below.
- E. Because long term borrowing of the Fire Apparatus is anticipated to accelerate the deterioration of the Fire Apparatus, a separately negotiated agreement shall be required for any loan of Fire Apparatus anticipated to exceed twenty four (24) weeks. The Municipality's mayor or administrator and fire chief shall meet with the County Administrator, the County's Director of Public Safety and Director of the Bergen County Law and Public Safety Institute to discuss the terms of such separate agreement, including the length of such loan, and any fees or costs to be imposed for use of the Fire Apparatus.

2. Responsibilities of the Parties – Operation of the Loaner Program.

- A. When and if the Municipality wishes to borrow Fire Apparatus from the County, the Municipality's Contact Person shall submit to the County's Contact Person a written request to borrow Fire Apparatus.
- B. The County may adopt a form for the written request. Regardless of whether or not the County adopts such a form, the written request shall contain, at minimum, the following information:
 - i. The piece of Fire Apparatus requested;
 - ii. The reason for the request;

- iii. The use to which the Fire Apparatus will be put;
- iv. The duration for which the Municipality wishes to borrow the Fire Apparatus. Because the County has a limited number of Fire Apparatus, and wishes to make Fire Apparatus available to as many municipalities as possible, the duration will, in the absence of extenuating circumstances, be limited to eight (8) weeks. In extenuating circumstances, the County may approve ;
- v. Any other information the Municipality wishes to include with its request;
- vi. Any other information required by the County, in its discretion, to evaluate the Municipality's request.

C. If the County, upon review of the written request, determines that the requested Fire Apparatus is available for loan, the County will loan the Fire Apparatus to the Municipality on the following terms:

- i. Prior to taking custody of the Fire Apparatus, the Municipality must provide the County with a certificate of insurance, demonstrating compliance with the insurance requirements below, naming the County, its officers, agents, employees, and volunteers as additional insureds.
- ii. Prior to taking custody of the Fire Apparatus, the Municipality's Contact Person will sign a statement indicating and agreeing to the following:
 - a. The make, model, vehicle identification number, serial number, or other vehicle-specific identification of the Fire Apparatus being borrowed;
 - b. The date on which the Fire Apparatus will be borrowed;
 - c. The date by which the Fire Apparatus will be returned;
 - d. The daily rate the Municipality will pay to the County for use of the Fire Apparatus for any period exceeding eight (8) weeks, if the County determines that extenuating circumstances warrant such extended loan.
 - e. That the Municipality has inspected the Fire Apparatus and independently determined that the Fire Apparatus is acceptable for the Municipality's purposes. Where the County has advised the Municipality of known recommended repairs or replacement of specific malfunctioning or nonfunctioning parts of the Fire Apparatus, the Municipality has reviewed same, and determined that, notwithstanding such recommended repairs or replacement, the Municipality agrees to take custody of the Fire Apparatus.

- iii. The representative of the Municipality taking custody of the Fire Apparatus shall sign an acknowledgment thereto prior to removing the Fire Apparatus from the grounds of the Fire Academy. This acknowledgment may be included on the statement set forth in paragraph 2(C)(ii), supra.
- iv. The Director of the Bergen County Law and Public Safety Institute may, in writing, agree to permit the Municipality to keep the Fire Apparatus for a period beyond the date set forth on the statement, subject, however, to the County's continuing and overriding right to recall the Fire Apparatus for Fire Academy usage or where the needs of public safety require same, such determination to be made in the sole discretion of the County.
- v. The Municipality agrees that persons assigned to operate the Fire Apparatus ("operators") will possess all required licenses to operate the Fire Apparatus and will have fulfilled training requirements in accordance with standards set forth by the New Jersey State Division of Fire Safety as well as all New Jersey motor vehicle laws, regulations, and requirements prior to operating said Fire Apparatus. A sufficient number of the Municipality's personnel will be trained to comply with this requirement and shall keep current through continuous training courses as necessary.
- vi. The Municipality agrees to utilize the Fire Apparatus in full and complete compliance with all Federal, State, and Local standards and requirements. In the event the County determines that the Municipality has failed to utilize the Fire Apparatus in conformance with all Federal, State, and Local standards and requirements, the Municipality shall immediately return the Fire Apparatus to the County in the manner directed by the County.
- vii. The Municipality shall be responsible for all fueling and routine maintenance of the Fire Apparatus during such time as the Fire Apparatus is in the Municipality's custody. The Municipality shall be liable to the County for any costs incurred by the County as a result of the Municipality's failure to perform or negligent performance of routine maintenance of the Fire Apparatus.
- viii. The Municipality shall be responsible for repairing any damage to the Fire Apparatus or equipment failure occurring while the Fire Apparatus is in the Municipality's custody.
- ix. The Municipality shall maintain written records regarding receipt, possession and regular maintenance of the Fire Apparatus.
- x. The Municipality shall return the Fire Apparatus to the County in the same or better condition than when the Municipality borrowed it.
- xi. The Municipality will return the Fire Apparatus to the County Fire Academy upon the County's request within seven (7) days when the County determines that the

Fire Apparatus is required for Fire Academy use, and within twenty four (24) hours when the County determines that return of the Fire Apparatus is required in the interest of public safety.

- xii. The Municipality will take custody of the Fire Apparatus and return custody of the Fire Apparatus to the County at the Bergen County Fire Academy. Under no circumstances shall the County be required to retrieve the Fire Apparatus from another location.

3. Term.

The term of this Agreement shall commence on the Effective Date, and shall remain in effect for a period of ten years. This Agreement will continue in effect on the terms and conditions provided herein for the full term of the Agreement, unless either Party elects to terminate said Agreement upon thirty (30) days' notice to the other Party. Said election to terminate does not relieve the Municipality from any responsibility for defense or indemnification of any claims against the County or its obligations for maintenance or repair of the Fire Apparatus occasioned by Municipality's use of the Fire Apparatus. The County shall have no liability to the Municipality for any losses or additional costs that may be incurred by the Municipality as a result of the County's termination of this Agreement.

4. Compensation.

- A. Subject to availability, the County agrees to permit the Municipality to borrow the Fire Apparatus free of charge for a period not to exceed eight (8) weeks, and the Municipality agrees to return the Fire Apparatus by the date set forth in the statement described in paragraph 2(C)(ii), supra, which the Municipality's Contact Person will sign prior to the Municipality taking custody of the Fire Apparatus.
- B. If the County determines that the Municipality has demonstrated extenuating services justifying the borrowing of the Fire Apparatus for more than eight (8) weeks, but not more than twenty four (24) weeks, the Municipality Agrees to pay the County, and the County agrees to accept payment at the daily rate charged by the County for use of the County Fire Apparatus at the time the Municipality seeks to borrow the County Fire Apparatus.
- C. The daily rates may be increased by the County periodically. The then effective rate shall be set forth in the in the statement described in paragraph 2(C)(ii), supra, which the Municipality's Contact Person will sign prior to the Municipality taking custody of the Fire Apparatus. The current daily rates are as follow:
 - a. First eight weeks – No charge, as set forth in Paragraph 4(A), above.
 - b. Ninth through sixteenth weeks – Twenty five dollars (\$25) per day.
 - c. Seventeenth through twenty fourth weeks – Fifty dollars (\$50) per day.

D. The County will provide an invoice to the Municipality on a monthly basis. The Municipality agrees to pay the County within 45 days after submission of the invoice by the County to the Municipality.

5. Contact Person.

The Municipality agrees to appoint a person to act as a liaison to serve as the Contact Person between the County and the Municipality in order to support and facilitate the orderly and efficient distribution of Fire Apparatus and related relevant information. The Municipality's Contact Person shall be authorized to sign the statement described in paragraph 2(C)(ii), supra. The County's Contact Person shall be the Director of the Bergen County Law and Public Safety Institute or his designee.

6. Other Agreements.

The County and the Municipality reserve the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement. Nothing in this Agreement shall prohibit the County from entering into agreements to purchase, maintain, rent, loan, sell, or otherwise dispose of Fire Apparatus to other public or private entities.

7. Dispute Regarding Payment.

As provided in N.J.S.A. 40A:65-1, et seq., in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with this Agreement shall be paid. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined agreed to or adjudicated to be less than was actually so paid, the County shall promptly repay the excess.

8. Risk of Loss; Indemnification.

The Municipality acknowledges and agrees that County has made no representation regarding the condition of the Fire Apparatus, and the Fire Apparatus is being loaned strictly in "as is" and "where is" condition with no warranties, either expressed or implied. The Municipality hereby assumes all risk of damage, injury, liability or loss, including but not limited to damage to any property whatsoever and injury to, or death of, any person whomsoever, occurring by reason of, or in connection with, or as a result of, the Municipality's use of the Fire Apparatus, including any loss occasioned by failure of the Fire Apparatus to perform as intended.

The Municipality agrees to defend, indemnify and hold harmless the County, including its officers, employees, volunteers, and agents ("County Indemnified Parties"), from any and all liability and claims for damages or injury to persons or property, including death, caused by, or resulting from, or arising out of this Agreement or any of the obligations assumed by the County or the Municipality hereunder. Specifically included in this obligation is the Municipality's agreement to defend, indemnify and hold harmless the County Indemnified Parties from any and all claims asserting failure on the part of the County to properly maintain the Fire Apparatus,

including but not limited to any claim alleging liability based upon any known or unknown defective, malfunctioning, or nonfunctioning part of the Fire Apparatus.

The Municipality, upon notice from the County, shall resist and defend, at the expense of the Municipality, such action or proceeding with counsel satisfactory to the County. In addition, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Municipality's obligation to defend, indemnify, and hold harmless the County, including its officers, employees, and agents, under this paragraph.

The Municipality shall be solely responsible for any and all theft and/or damage which shall be occasioned by the Municipality's use, or occur while the Fire Apparatus is being utilized or in the custody of the Municipality, and all such costs shall be borne solely by the Municipality.

9. Insurance.

During the term of this Agreement, the Municipality shall maintain workers' compensation insurance with statutory limits and a minimum of \$ 1,000,000/\$1,000,000/\$1,000,000 Employers Liability limits, and automobile liability insurance with a minimum liability limit of \$1,000,000.00 Combined Single Limit in full force and effect, covering all employees in the Fire Apparatus used in this performance hereunder. In addition, the Municipality shall maintain general liability insurance at limits not less than one million (\$1,000,000.00) dollars covering any claims arising out of the use of the Fire Apparatus other than those claims covered by the aforementioned automobile liability insurance. The Municipality shall not take any action to cancel or materially change any of the insurance requirements under this Agreement without the County's prior written approval of such cancellation or change. The Certificates must provide for thirty (30) days' notice of cancellation in the event that a Municipality's policy is cancelled for any reason. The Municipality expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Municipality's obligations assumed in this Agreement and shall not be construed to relieve the Municipality from liability in excess of such coverage.

It is understood that, while the County of Bergen is the titled owner to the Fire Apparatus, the Municipality, being responsible for the operator of the Fire Apparatus, will be solely responsible for the provision of motor vehicle liability insurance coverage for the Fire Apparatus during such time as the Municipality has custody of the vehicle, with said insurance providing defense and indemnification to the County Indemnified Parties, as Additional Insureds.

10. Dispute Resolution.

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to first meet informally. If informal discussion cannot resolve the dispute, the parties agree to pursue mediation prior to commencing court action. Nothing set forth herein shall be construed as relieving the Municipality of returning the Fire Apparatus to the County immediately upon demand, regardless of the status of any dispute resolution process.

11. No Waiver.

The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

12. Relationship of the Parties.

Accept as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.

13. Notices.

All notices, demand, consents, approvals, or requests, required or permitted to be given to or served upon the County, shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to the Municipality: To the address set forth on the signature page of this Agreement.

If to the County: Director
 Bergen County Law and Public Safety Institute
 281 Campgaw Road
 Mahwah, NJ 07430

With a copy to: County Counsel
 County of Bergen
 One Bergen County Plaza – Room 580
 Hackensack, NJ 07601

14. Miscellaneous.

This Agreement may only be modified in writing, duly authorized and signed by the County and Municipality. All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to the County Contact or Municipal Contact.

15. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

16. No Assignment.

This Agreement may not be assigned by either party without the written consent of the other. Under no circumstances shall the Municipality grant custody of the Fire Apparatus to any third party without the express written consent of the County's Contact Person.

17. No Third Party Beneficiaries.

This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.

18. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Entire Agreement.

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

20. Severability.

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

21. Title and Headings.

Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

22. Recitals.

The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

23. Counterparts; Facsimile Signature of County Executive.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Municipality understands and agrees that a copy of this Agreement with the County Executive's original signature shall remain on file with the County. Municipality shall execute a signature page bearing a facsimile/photocopy of the County Executive's signature, and shall accept such facsimile/photocopy of the County Executive's signature as effective and binding upon the County.

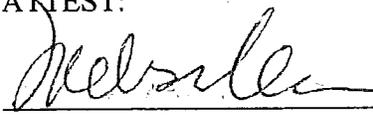
24. Effective Date.

This Agreement shall become effective upon passage of an authorizing Resolutions by the Municipality and the County as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., and execution hereof by both the County Executive and the Authorized official of the Municipality.

[Signature page(s) to follow]

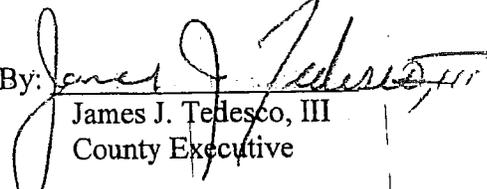
IN WITNESS WHEREOF, the COUNTY OF BERGEN and the Borough/City/Township/Village of _____ ("Municipality") have executed this SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY MUNICIPALITY WITHIN THE COUNTY OF BERGEN ("Agreement"), consisting of recitals and twenty four enumerated paragraphs on ten pages plus signature pages, and agree to be bound to the terms thereof, as of the Effective Date.

ATTEST:



Dated: 12/17/15

COUNTY OF BERGEN

By: 
James J. Tedesco, III
County Executive

Authorized by Freeholder Resolution No. 1458-15, adopted on December 16, 2015, a copy of which is annexed hereto.

ATTEST:

(Name of Municipality)

By: _____

Dated: _____

Title: _____

Authorized by Resolution No. _____ of the Municipality, adopted on _____, a copy of which is annexed hereto.

All notices to the Municipality pursuant to Paragraph 13, "Notices," shall be sent to the following (to be completed by Municipality):



2015

BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS
RESOLUTION

MMS
2/11/15

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
DeNicola	✓			
Felice	✓			
Ganz	✓			
Sullivan	✓			
Tanelli	✓			
Zur	✓			
Chairwoman Voss	✓			
TOTALS	7	-	-	-

Resolution No. 1458-15
 Date: December 16, 2015
 Page: 1 of 14
 Department/
 Division: Public Safety/Public Safety Education
 Purpose: Authorize Shared Services Agreement
 for Short Term Emergency Sharing of
 Fire Apparatus Between the County of
 Bergen and the Municipalities Within
 the County of Bergen
 Account No. _____
 Contract No. _____
 Dollar Amount: n/a
 Prepared By: DZ

Offered by: Sullivan
 Seconded by: Ganz
 Approved by: DZ

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders
 on above date at the Regular Meeting by: Lisa Sciancalepore
Lisa Sciancalepore, Clerk, Board of Chosen Freeholders, Bergen County, New Jersey

WHEREAS, the County of Bergen operates a Fire Academy through the County's
 Department of Public Safety; and

WHEREAS, the County of Bergen owns certain fire apparatus, including ladder vehicles
 and engines ("Fire Apparatus") used for training firefighters; and

WHEREAS, in furtherance of the County Executive's shared services initiative, the
 County seeks to establish a program to make certain Fire Apparatus available to the
 municipalities within Bergen County on a temporary/emergency basis for use as front line fire
 apparatus when not needed for training purposes ("Fire Apparatus Loaner Program"); and

WHEREAS, the County has determined that by entering into a Shared Services Agreement governing the terms for borrowing the County's Fire Apparatus in advance of a municipality's need to utilize the Fire Apparatus, the parties will be able to facilitate the prompt availability of the Fire Apparatus at such time as a municipality has a need to utilize it;

WHEREAS, the County is authorized to enter into shared services agreements in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, *et seq.*).

WHEREAS, County Counsel has prepared a form of Shared Services Agreement, entitled "SHARED SERVICES AGREEMENT FOR SHORT TERM EMERGENCY SHARING OF FIRE APPARATUS BETWEEN THE COUNTY OF BERGEN AND ANY MUNICIPALITY WITHIN THE COUNTY OF BERGEN" ("Shared Services Agreement"), a copy of which is annexed to this Resolution, as Exhibit A; and

WHEREAS, the Shared Services Agreement sets forth the terms under which the County will, subject to availability, loan Fire Apparatus to municipalities on an emergent, temporary basis, such as in circumstances of breakdown or destruction of a municipality's firefighting vehicles,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS, upon the recommendation of Ralph Rivera, Director of the Department of Public Safety and Richard Blohm, Director of the Division of Public Safety Education, as follows:

1. The recitals set forth above are incorporated into the body of this resolution as if set forth at length herein.
2. The Board of Chosen Freeholders hereby endorses the County Executive's proposed Fire Apparatus Loaner Program, and approves the terms thereof, as set forth in the Shared Services Agreement annexed to this Resolution as Exhibit A.
3. The County Executive is hereby authorized to sign the Shared Services Agreement in the form annexed as Exhibit A, together with any other documents necessary to implement the Fire Apparatus Loaner Program as set forth therein, the Agreement and all other documents to be in forms approved by County Counsel.

**BOROUGH OF HILLSDALE
RESOLUTION 16057**

PAYMENT OF BILLS

BE IT RESOLVED, by the Borough Council of the Borough of Hillsdale that the following bills in the sum of \$5,340,743.80 as authorized by the Department Head and approved by a Council member liaison, be paid; and that the Mayor, Clerk and Chief Financial Officer be and they are hereby authorized and directed to issue warrants in payment of same.

Council member	Motion	Second	Yes	No	Absent	Abstain	Recuse
DeRosa, Anthony							
Karcich, Scott							
Looes, Chrisoula							
Lundy, Abby							
Pizzella, Frank							
Ruocco, John							
Frank, Douglas							

Adopted: January 19, 2016

Attest: _____

Denise Kohan
Deputy Municipal Clerk

Douglas Frank
Mayor

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
STONYBROOK MANU STONYBROOK MANUAL CHECKING Continued					
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	3	0	5,933.81	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	3	0	5,933.81	0.00
TRUST MANUAL TRUST MANUAL CHECKING					
182	01/27/16	POL05 POLICE-OT TRUST PAYROLL	15,268.00		7787
183	01/27/16	POL05 POLICE-OT TRUST PAYROLL	4,077.14		7790
184	01/27/16	POL05 POLICE-OT TRUST PAYROLL	9,164.33		7793
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	3	0	28,509.47	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	3	0	28,509.47	0.00
WIRES					
63	02/09/16	DTC CEDE & CO	420,000.00		7807
64	02/09/16	DTC CEDE & CO	38,731.25		7807
65	02/09/16	DTC CEDE & CO	65,000.00		7807
66	02/09/16	DTC CEDE & CO	6,406.25		7807
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	4	0	530,137.50	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	4	0	530,137.50	0.00
Report Totals					
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	190	4	5,340,743.80	3,027.75
	Direct Deposit:	0	0	0.00	0.00
	Total:	190	4	5,340,743.80	3,027.75

Range of Checking Accts: First to Last Range of Check Dates: 01/20/16 to 02/09/16
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
AGENCY	AGENCY				
1140	01/28/16	17PBA BOROUGH OF HILLSDALE PBA	1,080.00		7800
1141	01/28/16	17TEA TEAMSTERS LOCAL 945	364.50		7800
1142	01/28/16	17UPS UNITED PUBLIC SER EMP UNION	270.40		7800
1143	01/28/16	17AFL AFLAC	815.02		7800
1144	01/28/16	17AXA AXA EQUITABLE	4,185.00		7800
1145	01/28/16	17VIS VISION SERVICE PLAN	297.41		7800
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	6	0	7,012.33	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	6	0	7,012.33	0.00
ANIMAL TRUST	ANIMAL TRUST				
1417	02/09/16	SNJ01 SNJ-DEPT OF HEALTH	426.00		7809
1418	02/09/16	TYC02 TYCO ANIMAL CONTROL	1,230.00		7809
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	2	0	1,656.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	2	0	1,656.00	0.00
CAPITAL	CAPITAL				
1891	02/09/16	AAA03 AAA EMERGENCY SUPPLY CO., INC.	4,500.00		7810
1892	02/09/16	FIR01 FIRE & SAFETY SERVICES, LTD.	6,240.00		7810
1893	02/09/16	NEG01 NEGLIA ENGINEERING ASSOCIATES	811.25		7810
1894	02/09/16	VAL17 VALTEK, INC	17,483.76		7810
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	4	0	29,035.01	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	4	0	29,035.01	0.00
CURRENT	CURRENT				
25818	01/20/16	UNU01 UNUM LIFE INS CO OF AMERICA	138.60		7761
25819	01/21/16	NEW16 NEW JERSEY MOTOR VEHICLE COMM	60.00		7777
25820	01/26/16	BER14 BC MUNICIPAL JOINT INSURANCE	178,106.06		7778
25821	01/26/16	PET12 PETTY CASH-ADAM HAMPTON	200.00		7780
25822	01/26/16	PET01 PETTY CASH CHIEF FRANCAVIGLIA	200.00		7781
25823	01/26/16	PET09 PETTY CASH-DENISE KOHAN	200.00		7782
25824	01/28/16	DEE04 DEER PARK DIRECT INC.	51.78		7798
25825	02/01/16	HIL02 HILLSDALE BOARD OF EDUCATION	1,682,426.00		7801
25826	02/01/16	UNI02 UNITED WATER NEW JERSEY (REG)	363.83		7803
25827	02/02/16	NEW16 NEW JERSEY MOTOR VEHICLE COMM	180.00		7804
25828	02/02/16	MON07 MONMOUTH TELECOM, INC.	1,588.34		7805
25829	02/04/16	UNI02 UNITED WATER NEW JERSEY (REG)	250.16		7808
25830	02/09/16	AAA03 AAA EMERGENCY SUPPLY CO., INC.	3,027.75	02/09/16 VOID	7814
25831	02/09/16	ACC01 ACCURATE SECURITY CO., INC.	98.00		7814
25832	02/09/16	AGL01 AGL WELDING SUPPLY CO., INC.	84.15		7814
25833	02/09/16	ANI01 ANITA TIRE CORPORATION	118.00		7814
25834	02/09/16	ANJ01 ANJEC	300.00		7814

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
CURRENT	CURRENT	Continued		
25835	02/09/16	ARI01 ARISTA TROPHIES & AWARDS LLC	184.00	7814
25836	02/09/16	BAS04 BASSETT FLOWERS & GIFTS INC.	53.95	7814
25837	02/09/16	BCB01 BCB JANITORIAL SUPPLY CORP.	118.30	7814
25838	02/09/16	BEN13 BENECKE ECONOMICS	7,740.00	7814
25839	02/09/16	BER11 BERGEN COUNTY UTILITIES	21,906.87	7814
25840	02/09/16	BER30 BERGEN CTY LEAGUE OF MUNICIPAL	150.00	7814
25841	02/09/16	BER66 ERIC M BERNSTEIN & ASSOC LLC	622.52	7814
25842	02/09/16	BIG02 BIG DADDY'S PIZZA	111.60	7814
25843	02/09/16	BIL04 BILL III, JOHN J	9,196.39	7814
25844	02/09/16	BIS02 BI STATE BRAKE CORP	55.00	7814
25845	02/09/16	BOR18 BOROUGH OF HILLSDALE AGENCY	114,144.69	7814
25846	02/09/16	CDW01 CDW GOVERNMENT LLC	2,130.99	7814
25847	02/09/16	CEN04 CENTRAL POLY-BAG CORP	369.60	7814
25848	02/09/16	COU04 COUNTY OPEN SPACE TRUST FUND	1,070,308.41	7814
25849	02/09/16	DE01 D & E UNIFORMS	72.00	7814
25850	02/09/16	DEL03 DELUXE INT'L TRUCKS, INC	1,194.52	7814
25851	02/09/16	DEP01 NJ DEPT OF CORRECTIONS/DEPTCOR	135.00	7814
25852	02/09/16	DIR02 DIRECT ENERGY BUSINESS	74.48	7814
25853	02/09/16	EAS07 EASTERN BAG & PAPER CO., INC.	379.40	7814
25854	02/09/16	ELE03 ELEVATOR MAINTENANCE CORP.	280.00	7814
25855	02/09/16	ELK01 ELK RIVER SYSTEM, INC.	129.76	7814
25856	02/09/16	ENV01 ENVIRO WASTE OIL RECOVERY, LLC	142.35	7814
25857	02/09/16	ERE01 EREVIVAL LLC	550.00	7814
25858	02/09/16	EXC02 EXCELLENT BUILDING SERV CORP	1,966.00	7814
25859	02/09/16	FED01 FEDERAL EXPRESS CORPORATION	54.61	7814
25860	02/09/16	FEN01 FENKART, DOUGLAS R, MD	300.00	7814
25861	02/09/16	FIR01 FIRE & SAFETY SERVICES, LTD.	81.45	7814
25862	02/09/16	FIR12 FIRST ENVIRONMENT, INC	450.00	7814
25863	02/09/16	FRA02 FRANKLIN ELECTRIC	591.50	7814
25864	02/09/16	FRA04 FRANCAVIGLIA, ROBERT M.	1,737.14	7814
25865	02/09/16	FRO01 FROLICH, DIANE	115.00	7814
25866	02/09/16	FUT02 FUTURE SANITATION	27,892.99	7814
25867	02/09/16	GAR01 GARBARINI & CO. P.C. (CORP)	16,000.00	7814
25868	02/09/16	GIT01 GITTLEMAN, MUHLSTOCK &	118.47	7814
25869	02/09/16	GOO07 GOOSETOWN ENTERPRISES, INC	1,737.00	7814
25870	02/09/16	HAN01 HANLON, MARIE	37.98	7814
25871	02/09/16	HIG01 HIGHWAY TRAFFIC SUPPLY INC.	163.50	7814
25872	02/09/16	HIL09 HILLSDALE PUBLIC LIBRARY	26,773.00	7814
25873	02/09/16	HOM03 HOME DEPOT CREDIT SERV CORP	195.39	7814
25874	02/09/16	IMP02 IMPERIAL BAG & PAPER CO LLC	652.40	7814
25875	02/09/16	INS01 INSERRA SUPERMARKETS	159.83	7814
25876	02/09/16	KNO01 KNOX COMPANY, INC	503.00	7814
25877	02/09/16	LAC01 LACEY, JENNIFER	120.00	7814
25878	02/09/16	LKM02 LKM CONSULTING, LLC	8,875.00	7814
25879	02/09/16	MAD05 MADAI0, MARK D, ESQ	5,008.30	7814
25880	02/09/16	MAR01 MARSALA HARDWARE, INC.	349.56	7814
25881	02/09/16	MAS10 MASER CONSULTING PA CORP	55.00	7814
25882	02/09/16	MCA01 KEVIN GALLAND, TREASURER	75.00	7814
25883	02/09/16	MGL01 MGL PRINTING SOLUTIONS LLC	348.00	7814
25884	02/09/16	MOR12 MORRISON MAHONEY LLP (APPEALS)	2,134.52	7814
25885	02/09/16	NAT07 NATURES CHOICE CORP.	508.50	7814
25886	02/09/16	NEG01 NEGLIA ENGINEERING ASSOCIATES	6,337.50	7814

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
CURRENT	CURRENT	Continued			
25887	02/09/16	NEW16 NEW JERSEY MOTOR VEHICLE COMM	150.00		7814
25888	02/09/16	NJ08 NJS LEAGUE OF MUNICIPALITIES	980.00		7814
25889	02/09/16	NJD04 NEW JERSEY DOOR WORKS INC	1,625.30		7814
25890	02/09/16	NJD05 NJ DIV OF PENSIONS & BENEFITS	167.67		7814
25891	02/09/16	NJT01 NJ TRANSIT CORP	238.00		7814
25892	02/09/16	NOR01 N. JERSEY MEDIA(ACCT#1101697)	195.30		7814
25893	02/09/16	NOR21 N.JERSEY(BOFH)1111489	9.02		7814
25894	02/09/16	PA01 P&A AUTO PARTS CORP	0.00	02/09/16 VOID	0
25895	02/09/16	PA01 P&A AUTO PARTS CORP	1,057.15		7814
25896	02/09/16	PAR17 PARTNER ENG & SCIENCE, INC	832.50		7814
25897	02/09/16	PAS06 PASCACK VALLEY MAYORS	327.53		7814
25898	02/09/16	PAS07 PASCACK VALLEY REGIONAL HIGH	880,298.02		7814
25899	02/09/16	PG01 P & G AUTO, INC.	23.25		7814
25900	02/09/16	PHI02 PHILLIPS PREISS GRYGIEL LLC	398.75		7814
25901	02/09/16	REG01 REGISTRAR'S ASSOCIATION OF NJ	25.00		7814
25902	02/09/16	REG03 REGIONAL COMMUNICATIONS, INC	105.00		7814
25903	02/09/16	RIC09 RICOH USA INC	303.65		7814
25904	02/09/16	ROT01 ROTAR, ELIZABETH	314.70		7814
25905	02/09/16	RUG01 RUGGED OUTFITTERS CORP	590.86		7814
25906	02/09/16	RUT12 RUTGERS UNIVERSITY	2,728.00		7814
25907	02/09/16	SAN02 SANITATION EQUIPMENT CORP	95.09		7814
25908	02/09/16	SNA01 SNAP ON TOOLS	26.25		7814
25909	02/09/16	SPE05 SPECTROTEL, INC.	1,056.26		7814
25910	02/09/16	STA31 STATILE, CHRISTOPHER P.A.(REG)	2,028.75		7814
25911	02/09/16	STO13 STONYBROOK CONDO MANOR ASSOC	764.40		7814
25912	02/09/16	TCT01 TCTA OF BERGEN COUNTY	50.00		7814
25913	02/09/16	TCT02 TCTA OF NEW JERSEY	100.00		7814
25914	02/09/16	THE35 THE OLYMPIC GLOVE & SAFETY, INC	360.00		7814
25915	02/09/16	THE51 THE RADIATOR STORE INC	1,695.00		7814
25916	02/09/16	TOW02 TOWNSHIP OF RIVER VALE	5,608.36		7814
25917	02/09/16	TRE05 TREASURER, NJ HUMAN SERVICES	175.00		7814
25918	02/09/16	TWP07 TWP OF WASH VOL AMBULANCE CORP	50.00		7814
25919	02/09/16	VAL16 VALLEY MEDICAL GRP INC	115.50		7814
25920	02/09/16	VER VERIZON WIRELESS (LAPTOPS)	507.10		7814
25921	02/09/16	VER03 VERIZON	337.48		7814
25922	02/09/16	WBM01 WB MASON CO., INC.	267.65		7814
25923	02/09/16	WIN03 WINNER FORD, INC	32,935.50		7814
25924	02/09/16	WIS02 WISS & BOUREGY, P.C.	3,234.75		7814
25925	02/09/16	YNO02 Y-NOT PROMOTIONS, INC	231.00		7814
25926	02/09/16	AAA03 AAA EMERGENCY SUPPLY CO., INC.	3,027.75		7815
25927	02/09/16	CAR43 CARGILL, INC	6,573.49		7816
25928	02/09/16	FUT02 FUTURE SANITATION	27,892.99		7818
25929	02/09/16	MOR12 MORRISON MAHONEY LLP (APPEALS)	574.28		7819
25930	02/09/16	LAC01 LACEY, JENNIFER	120.00		7820

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	111	2	4,175,951.69	3,027.75
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	111	2	4,175,951.69	3,027.75

CURRENT MANUAL	CURRENT MANUAL CHECKING		
188 01/27/16	MUN05 MUNICIPAL PAYROLL ACCOUNT	169,959.91	7794

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
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CURRENT MANUAL	CURRENT MANUAL CHECKING	Continued			
189	01/27/16	MUN05 MUNICIPAL PAYROLL ACCOUNT	157,574.87		7795
190	01/27/16	MUN05 MUNICIPAL PAYROLL ACCOUNT	173,434.51		7796

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	3	0	500,969.29	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	500,969.29	0.00

ESCROW	ESCROW				
3035	01/20/16	BOR18	BOROUGH OF HILLSDALE AGENCY	97.54	7773
3036	01/20/16	BOR25	BOROUGH OF HILLSDALE PAYROLL	483.16	7773
3037	01/20/16	BOR06	BOROUGH OF HILLSDALE	2,556.82	7773
3038	01/27/16	BOR18	BOROUGH OF HILLSDALE AGENCY	47.43	7797
3039	01/27/16	BOR25	BOROUGH OF HILLSDALE PAYROLL	184.85	7797
3040	02/09/16	AMA03	A. MACCHIONE BROTHERS	250.00	7813
3041	02/09/16	ANG03	ANGELS LANDSCAPING & SUBURBAN	50.00	7813
3042	02/09/16	BOR06	BOROUGH OF HILLSDALE	1,240.00	7813
3043	02/09/16	GIT01	GITTLEMAN, MUHLSTOCK &	870.00	7813
3044	02/09/16	HAM04	HAMPTON, ADAM	168.00	7813
3045	02/09/16	HIG10	HIGHPOINT UTILITES	50.00	7813
3046	02/09/16	HIL21	HILLSDALE GLASS	350.00	7813
3047	02/09/16	LAW03	LAWMEN SUPPLY OF NJ, INC	4,410.00	7813
3048	02/09/16	NEG01	NEGLIA ENGINEERING ASSOCIATES	236.25	7813
3049	02/09/16	NEG02	NEGLIA ENGINEERING (ESCROW)	0.00	02/09/16 VOID 0
3050	02/09/16	NEG02	NEGLIA ENGINEERING (ESCROW)	3,240.33	7813
3051	02/09/16	STA10	STATILE, CHRISTOPHER, PA. (OTHER)	0.00	02/09/16 VOID 0
3052	02/09/16	STA10	STATILE, CHRISTOPHER, PA. (OTHER)	2,848.25	7813
3053	02/09/16	TRI06	TRI-VALLEY LANDSCAPING INC	100.00	7813
3054	02/09/16	TUR03	TURNOUT UNIFROMS	648.00	7813
3055	02/09/16	LAW03	LAWMEN SUPPLY OF NJ, INC	4,282.50	7817

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	19	2	22,113.13	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	19	2	22,113.13	0.00

PUBLIC ASSIST2	PUBLIC ASSISTANCE			
2466	02/01/16	SON02	875.00	7802
2467	02/01/16	BER63	850.00	7802
2468	02/01/16	PRA02	210.00	7802
2469	02/01/16	KER03	231.00	7802
2470	02/01/16	COL19	140.00	7802
2471	02/01/16	CAR34	210.00	7802
2472	02/01/16	CAM14	147.00	7802
2473	02/01/16	MAR30	224.00	7802
2474	02/01/16	ZHU01	210.00	7802
2475	02/01/16	ALI01	210.00	7802
2476	02/01/16	CHA17	210.00	7802
2477	02/01/16	SIC02	210.00	7802
2478	02/01/16	GUO02	210.00	7802
2479	02/01/16	REI13	210.00	7802
2480	02/04/16	IMP03	2,025.00	7821

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PUBLIC ASSIST2 PUBLIC ASSISTANCE Continued					
2481	02/04/16	LIV02	1,350.00		7821
2482	02/04/16	IMP03	1,350.00		7821
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	17	0	8,872.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	17	0	8,872.00	0.00
RECREATION RECREATION TRUST					
3493	02/09/16	COL07 COLEMAN, MARGARET V.	21.35		7812
3494	02/09/16	DEM10 DEMBOSKI, CHARLES	80.00		7812
3495	02/09/16	HIL10 HILLSDALE BOARD OF ED (OTHER)	265.92		7812
3496	02/09/16	MEN10 MENVILLE, DAVID	140.00		7812
3497	02/09/16	SS02 S & S WORLDWIDE INC.	800.31		7812
3498	02/09/16	UNI21 UNITED GUTTERS AND SIDING LLC	6,993.00		7812
3499	02/09/16	VAR02 VARGHESE, GINI	55.00		7812
3500	02/09/16	WAL09 WALLACE, KEVIN & VICTORIA	110.00		7812
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	8	0	8,465.58	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	8	0	8,465.58	0.00
RECREATION MAN RECREATION TRUST MANUAL					
148	01/27/16	REC03 RECREATION PAYROLL	902.70		7786
149	01/27/16	REC03 RECREATION PAYROLL	897.09		7789
150	01/27/16	REC03 RECREATION PAYROLL	937.73		7792
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	3	0	2,737.52	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	3	0	2,737.52	0.00
STONYBROOK STONYBROOK OPERATING					
5407	01/20/16	UNU01 UNUM LIFE INS CO OF AMERICA	4.20	01/31/16	7762
5408	01/26/16	BER14 BC MUNICIPAL JOINT INSURANCE	15,000.00	01/31/16	7779
5409	01/28/16	DEE05 DEER PARK DIRECT INC - STNYBRK	2.97		7799
5410	02/02/16	MON07 MONMOUTH TELECOM, INC.	87.35		7806
5411	02/09/16	AME AMERICAN TIME RECORDER, INC	166.53		7811
5412	02/09/16	BOR18 BOROUGH OF HILLSDALE AGENCY	989.42		7811
5413	02/09/16	GAR01 GARBARINI & CO. P.C. (CORP)	3,100.00		7811
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	7	0	19,350.47	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	7	0	19,350.47	0.00
STONYBROOK MANU STONYBROOK MANUAL CHECKING					
181	01/27/16	STO03 STONYBROOK PAYROLL	1,966.74		7785
182	01/27/16	STO03 STONYBROOK PAYROLL	1,962.03		7788
183	01/27/16	STO03 STONYBROOK PAYROLL	2,005.04		7791

**BOROUGH OF HILLSDALE
RESOLUTION 16058**

**RESOLUTION REVISING RESOLUTION 15234,
ADOPTED ON NOVEMBER 10, 2015, TO
REFLECT A REVISION TO THE SCOPE OF
SERVICES FOR THE 2015 ROAD PROGRAM**

WHEREAS, on November 15, 2015, the Borough adopted Resolution 15234 awarding D & L Paving Contractors, Inc., 681 Franklin Avenue, Nutley, New Jersey 07110, the bid for the 2015 Road Program in the amount of Three Hundred Seven Thousand Eight Hundred Dollars and Sixty Nine Cents (\$307,802.69), which bid was the lowest of the four (4) bids submitted; and

WHEREAS, PSE&G has undertaken the paving of portions of certain roads which were to be included in the 2015 Road Program and the paving of these roads, or portions thereof, is no longer necessary; and

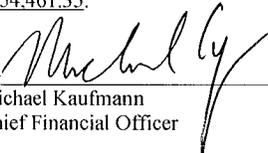
WHEREAS, the Borough still desires to move forward with the 2015 Road Program for streets, or portions thereof, which were not paved by PSE&G; and

NOW THEREFORE, BE IT RESOLVED, that Resolution 15234 awarding the Contract for the 2015 Road Program be, and hereby is, amended to a Contract Amount of Two Hundred and Fifty Four Thousand, Four Hundred and Sixty One Dollars and Thirty Five Cents (\$254,461.35).

This resolution to take effect upon certification of this resolution by the Borough Treasurer that sufficient funds are available.

CERTIFICATION OF AVAILABILITY OF FUND

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:30-14.5 and any other applicable requirements, I, Michael Kaufmann, Chief Financial Officer of the Borough of Hillsdale, have ascertained that there are available sufficient uncommitted funds in the 2015 Capital Budget. Total Certified Amount : \$254,461.35.



Michael Kaufmann
Chief Financial Officer

Council member	Motion	Second	Yes	No	Absent	Abstain	Recuse
DeRosa, Anthony							
Karcich, Scott							
Looes, Chrisoula							
Lundy, Abby							
Pizzella, Frank							
Ruocco, John							
Frank, Douglas							

Adopted: February 9, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Douglas Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16059**

**A RESOLUTION REQUESTING THAT THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION DENY RENEWAL
OF SOLID WASTE FACILITY PERMIT FOR NO. TRP15001 – FOR
WASTE MANAGEMENT’S HILLSDALE FACILITY.**

WHEREAS, Waste Management has previously operated a transfer station on Brookside and Patterson Streets (Facility No. 13484, “the Facility”) pursuant to Permit No. TRP 15001, which Permit is nearing expiration; and

WHEREAS, for over (2) years, Waste Management has abandoned the Facility and has failed to make repairs thereon, leaving the Facility vacant and a potential risk to public health and safety; and

WHEREAS, despite these years of non-use, and having sufficient capacity at alternate locations. Waste Management has requested that the New Jersey Department of Environmental Protection (“NJDEP”) renew their Permit to operate the Facility for another (5) five years; and

WHEREAS, Waste Management has leased a significant portion of the Facility for a minimum term of (2) two years to PSE&G as a storage yard for construction materials to be used in their sub-station upgrade project and has advised municipal representatives that they have no intention of re-opening the Facility in at least the next (2) two years; and

WHEREAS, the Borough of Hillsdale has made public its need to redevelop this Industrial Zone in town wherein Waste Management holds a significant portion of the property and renewal of the permit would negatively affect the Borough’s plans; and

WHEREAS, The Borough of Hillsdale has filed its Housing Element/Fair Share Plan for Affordable housing with the appropriate authorities which incorporated this Industrial Zone and a renewal of the permit may put the COAH plan in jeopardy; and

BE IT RESOLVED, that the Borough of Hillsdale and neighboring towns will be adversely affected by the additional traffic that a transfer station would bring to the areas and the associated problems with the already stressed and dangerous intersection of Pascack Road and Washington Ave in the Township of Washington; and

BE IT FURTHER RESOLVED, that the Council hereby asks the NJ State DEP to deny renewal of the Solid Waste Facility Permit for Waste Management facility ID No. 133484

Council member	Motion	Second	Yes	No	Absent	Abstain	Recuse
DeRosa, Anthony							
Karcich, Scott							
Looes, Chrisoula							
Lundy, Abby							
Pizzella, Frank							
Ruocco, John							
Frank, Douglas							

Adopted: February 9, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Douglas Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16060**

**TO PROVIDE FOR A MEETING NOT OPEN TO THE PUBLIC IN
ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN
PUBLIC MEETINGS ACT N.J.S.A. 10:4-12**

WHEREAS, the Borough Council of the Borough of Hillsdale is subject to certain requirements of the Open Public Meetings Act N.J.S.A. 10:4-6 et seq; and

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12 provides that an Executive Session not open to the public may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Borough Council of the Borough of Hillsdale to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12(b) and designated below:

- (1) Matters required by law to be confidential.
- (2) Matters where the release of information would impair the right to receive funds.
- (3) Matters involving individual privacy.
- (4) Matters relating to collective bargaining
- (5) Matters relating to the purchase, lease or acquisition of real property or the investment of public funds.
- (6) Matters relating to public safety and property.
- (7) Matters relating to litigation, negotiations and the attorney-client privilege - *Personnel*
- (8) Matters relating to the employment relationship
- (9) Matters relating to the potential imposition of a penalty.

NOW, THEREFORE BE IT RESOLVED, by the Council of the Borough of Hillsdale assembled in public session this date that an Executive Session closed to the public be and the same is hereby authorized for discussion of matters relating to the specified items designated above. It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Borough Council that the public interest will no longer be served by such confidentiality.

Council member	Motion	Second	Yes	No	Absent	Abstain	Recuse
DeRosa, Anthony							
Karcich, Scott							
Looes, Chrisoula							
Lundy, Abby							
Pizzella, Frank							
Ruocco, John							
Frank, Douglas							

Adopted: February 2, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Douglas Frank
Mayor