

**BOROUGH OF HILLSDALE
RESOLUTION 16192**

**RESOLUTION AUTHORIZING MAYOR TO APPROVE REPURPOSING OF
THE APPLICATION FOR THE 2015 BERGEN COUNTY TRUST FUND –
MUNICIPAL PARK IMPROVEMENTS GRANT**

WHEREAS, The Bergen County Trust Fund Municipal Park Improvement Program awarded matching grants to Bergen County municipal governments for the development/re-development of outdoor recreation facilities in 2015; and

WHEREAS, The Borough of Hillsdale had previously submitted a grant application in 2015; and

WHEREAS, The Borough of Hillsdale Council authorized the grant application for said grant and to assure its participation in this program for the intent of installing an Adult Fitness Park; and

WHEREAS, The Borough of Hillsdale would now like to repurpose the 2015 Bergen County Open Space Grant from installing an Adult Fitness Park to the Installation of a New Lightning Detection System; and

NOW, THEREFOR BE IT RESOLVED, the Borough of Hillsdale Council hereby authorizes the Mayor and Acting Borough Clerk to execute the repurposed 2015 Bergen County Trust Fund Grant Application from an Adult Fitness Park to installing a new Lightning Detection System, and all appropriate Borough professionals are hereby authorized and directed to take any and all steps necessary to assist in the repurposing of the grant application.

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

Adopted: August 9, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Douglas E. Frank
Mayor

BOROUGH OF HILLSDALE
BERGEN COUNTY, NEW JERSEY
NOTICE OF PUBLIC HEARING

A Public Hearing will be conducted by the Borough of Hillsdale Mayor and Council on the 6th day of September 2016 beginning at 8:00 P.M. in the Council Chambers, 380 Hillsdale Avenue, Hillsdale, New Jersey 07642 to solicit public comment on the proposed Bergen County Open Space Trust Fund Municipal Park Improvement Fund – to repurpose the application from Adult Fitness Park in the amount of \$20,003.00 to installing new lightning detectors throughout the town. The Mayor and Council will take comments at the hearing into account before considering this proposed repurposing of Bergen County Open Space Trust Fund Municipal Park Improvement Program from the Adult Fitness Park to installing new lightning detectors.

Denise Kohan – Acting Borough Clerk – Borough of Hillsdale

**BOROUGH OF HILLSDALE
RESOLUTION 16193**

**RESOLUTION AUTHORIZING MAYOR TO APPROVE APPLCATION FOR
THE 2016 BERGEN COUNTY OPEN SPACE, RECREATION, FLOODPLAIN
PROTECTION, FARMLAND & HISTORIC PRESERVATION TRUST FUND –
BEECHWOOD PARK IMPROVEMENTS**

WHEREAS, Bergen County has announced the availability of funds under the Trust Fund Municipal Program for Park Improvements; and

WHEREAS, The Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund will award matching grants to Bergen County municipal governments for the development/re-development of outdoor recreation facilities for a total project cost of \$65,000.00; and

WHEREAS, the Grant Application for Beechwood Park Improvements is required to be submitted no later than Thursday, October 13, 2016; and

WHEREAS, two public notices were advertised in the Borough’s official newspapers at least 15 days prior and;

WHEREAS, The Borough of Hillsdale Council desires to authorize the application for said grant and to assure its participation in this program.

NOW, THEREFOR BE IT RESOLVED, the Borough of Hillsdale Council hereby authorizes the Mayor and the Acting Borough Clerk to execute the grant application for the 2016 Bergen County Trust Fund for the Beechwood Park Improvements and all appropriate Borough professionals are hereby authorized and directed to take any and all steps necessary to assist in the application.

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

Adopted: September 6, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Douglas E. Frank
Mayor



**THE BERGEN COUNTY OPEN SPACE, RECREATION,
FLOODPLAIN PROTECTION, FARMLAND & HISTORIC
PRESERVATION TRUST FUND**

INSTRUCTIONS & APPLICATION FORMS

for

YEAR 2016

PARK IMPROVEMENT PROJECTS

in the

TRUST FUND MUNICIPAL PROGRAM

NOTICES

- ❖ **Please be advised that if a municipality has any previous Trust Fund project grant awards from funding round 2013 or earlier, in which the project has not been completed, then the municipality may be ineligible to apply for and/or receive a 2016 Trust Fund Municipal Program grant.**

Please contact the County Trust Fund with any questions as to the status of any prior Trust Fund project grant awards.

- ❖ **Trust Fund Municipal Park Improvement Program Rules & Procedures Manual**

The Trust Fund Municipal Park Improvement Program Rules & Procedures Manual document constitutes the Trust Fund rules governing the award of matching grants to Bergen County municipal governments, and qualified nonprofit organizations, for the development/re-development of outdoor recreation facilities. These rules establish project eligibility requirements, application requirements, funding award criteria, matching grant terms, and program administrative requirements.

The Manual can be found on the Trust Fund's web page at: <http://nj-bergencounty.civicplus.com/index.aspx?nid=966>.

- ❖ **Trust Fund Municipal Park Improvement Program Declaration of Intent**

New for this funding round, all prospective applicants to the Trust Fund Municipal Program for Park Improvements must complete the **Declaration of Intent to Apply Form** for its proposed municipal park improvement project for 2016 grant funding.

This Form can be found on the Trust Fund's web page at: <http://www.co.bergen.nj.us/DocumentCenter/View/6106>.

MUNICIPAL PARK IMPROVEMENT PROGRAM

2016 APPLICATION & INSTRUCTIONS

***PLEASE NOTE THIS APPLICATION IS FOR
OUTDOOR MUNICIPAL PARK RECREATION IMPROVEMENT PROJECTS ONLY.**

The Application requires the following information:

Applicant. Provide the basic contact information of the municipal applicant.

Project Information. Provide the physical location and address, legal ownership, and brief description of the proposed project. Attach appropriate project location maps.

Project Funding Sources & Total Project Cost. Provide the specific request of the County Trust Fund. Identify other amounts and sources of available project funding. State the total project cost.

Budget. A detailed estimate of the cost to develop the proposed project that specifies units, quantities of materials to be utilized, and project elements, must be prepared, and signed, by a New Jersey-licensed engineer, architect, or landscape architect.

Consistency with Municipal Master Plan. Answer whether the proposed project is consistent with identified goals in the municipal master plan, and if so, then cite document reference.

Americans With Disability Act Compliance. Projects are consistent with the Playground Safety Subcode for New Jersey (N.J.A.C. 5:23-11), the Barrier-Free Subcode for New Jersey (N.J.A.C. 5:23-7) and Americans with Disability Act and the appropriate minimum accessibility guidelines for new and altered facilities; as per the Architectural and Transportation Barriers Compliance Board (www.access-board.gov).

Historic Preservation Assessment. If applicable, describe any existing historic buildings, structures, sites, or historic districts listed on the State and National Registers of Historic Places, included in the Bergen County Historic Sites Survey, or in your municipality's master plan that are located within or contiguous to the project site. For assistance, contact Elaine Gold, Bergen County Division of Cultural & Historic Affairs, at: egold@co.bergen.nj.us. Attach all relevant information/communications.

Facility Improvement & Restoration Factors. Identify all applicable information. If the park improvement project impacts an undisturbed or natural portion of the project site, please submit results of the Natural Heritage Data search (available from the NJ DEP's Office of Natural Lands Management at <http://www.nj.gov/dep/parksandforests/natural/heritage/> or by calling (609) 984-1339. The Natural Heritage Database is a continuously updated inventory of rare plants and animal species and representative ecological communities in New Jersey. It is the state's most comprehensive, centralized source of information on rare plants, animals, and natural communities. The Database is a compilation of information from a broad range of sources including museum and herbarium collection records, publications, knowledgeable experts, and fieldwork. It contains information collected by the Office of Natural Lands Management on rare plants, animals, and ecological communities as well as data on rare animals provided by the Endangered and Nongame Species Program. The Database is continuously updated and improved as new data is obtained. Information from this database is available to assist individuals in the preservation of

BERGEN COUNTY OPEN SPACE, RECREATION, FLOODPLAIN PROTECTION, FARMLAND & HISTORIC PRESERVATION
TRUST FUND

habitat for rare species and ecological communities. The results of the search must be attached to your application.

Identify all required project permits.

Estimated Project Completion Date. Trust Fund grant projects must be completed within 24 months from the date of final Freeholder grant approval via resolution. Final Freeholder approval via resolution for this round is anticipated by or about Summer 2016. Provide approximate date for completing the project within the allotted timeframe. Banking or stockpiling of Trust Fund grants is not permitted. Failure to complete the project within the grant contract time period will result in forfeiture of the grant for failure to comply with the terms of the Trust Fund Project Contract.

Project Narrative. Briefly describe the proposed project and explain why it is necessary.

Project Scope of Work. State the exact park improvements to be undertaken using the County Trust Fund grant. Be specific. What are the park features or elements being improved?

Applicant Certification. Sign and attest to the Application.

Application Questions & Checklist. Answer questions and review for completeness. Note whether Board of Education property or facilities are located on the site of the proposed park improvements.

Public Hearing

The applicant is required to hold a **Public Hearing** in this calendar year on its proposed park development project before it submits its application in order to gauge public support. The applicant shall publish two (2) notices of the public hearing in the official newspaper of the municipality. The first public notice must advertise the public in a display ad at least 15 days before the hearing. The second public notice is to be published in the public notices' section of the newspaper. The hearing notice must specifically reference the proposed Bergen County Open Space Trust Fund Municipal Program Park Improvement application. The public hearing must be held in the evening, and may be held as part of a regular public meeting, as long as the hearing is properly advertised.

Municipal Resolution

Following the municipal Public Hearing, the governing body is to pass the attached sample resolution authorizing the submission of the Trust Fund Municipal Program Application.

Grant Funding

Applicants are required to provide a dollar-for-dollar cash match for any Open Space Trust Funds awarded. "Sweat equity" work does not apply toward applicant's required cash match. Use of municipal labor does not apply toward applicant's required cash match. Soft costs, such as architectural/engineering/surveying services, fees, permits, legal, administrative, environmental, or any other similar expenses are ineligible for reimbursement from the Open Space Trust Fund Program.

Board of Education Property/Facilities

Answer the question as to whether any Board of Education property or facilities are located on the site of this proposed municipal park improvement project grant funding request.

Application Attachments:

- Tax Map or Aerial Location Map
- Conceptual site plan, drawn to scale, indicating proposed park developments, existing topography, facilities, improvements, natural features, proposed areas clearing three (3) or more trees, and any other relevant existing physical features
- Color site photographs in print format. Can be submitted as pdf-document or jpeg images via e-mail address below.
- Project Budget on Professional Letterhead
- Municipal Resolution as per Sample
- NJDEP Natural Heritage Search Report, if applicable
- Historic Preservation Assessment, if applicable
- Public Hearing Advertisement as Published
- Public Hearing Minutes (portion if part of larger meeting)

The application deadline is THURSDAY, OCTOBER 13, 2016.

Submit **ONE (1)** complete application and required attachments to:

Department of Planning/Division of Open Space
County Administration Building
One Bergen County Plaza, 4th Floor
Hackensack, NJ 07601-7076
Attn: Robert Abbatomarco

Please contact Robert Abbatomarco at 201-336-6442 or via email at: rabbatomarco@co.bergen.nj.us.

For Trust Fund information, also visit: <http://nj-bergencounty.civicplus.com/index.aspx?NID=203>.

A complete list of all Trust Fund Program Grant Awards can be found in the Trust Fund Summary Report, which can be found on the Department's web page at: <http://nj-bergencounty.civicplus.com/documentcenter/view/3101>.

BERGEN COUNTY OPEN SPACE TRUST FUND

Municipal Program Park Improvement Application

PLEASE NOTE THIS APPLICATION IS ONLY FOR PARK IMPROVEMENT/DEVELOPMENT PROJECTS.
IT IS NOT FOR USE WITH ANY OTHER TRUST FUND PROJECT CATEGORY.

PROJECT TITLE: _____

APPLICANT: NAME OF MUNICIPALITY/
NONPROFIT ORGANIZATION: _____

ADDRESS: _____

MUNICIPAL/ORGANIZATION
ADMINISTRATOR/MANAGER/CLERK: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

NAME OF PARK FACILITY: _____

STREET ADDRESS: _____

TAX BLOCK(S)/LOT(S): _____

SITE OWNER LISTED IN TAX RECORD: _____

TOTAL PARK AREA (ACRES): _____

EXISTING RECREATIONAL USES OF PARK:
(If new park facility w/o existing uses, then state so.) _____

SITE LOCATION MAP: Attach a legible (8 1/2" x 11") street map with site clearly indicated.

TAX MAP: Attach Tax Map (8 1/2" x 11") with site clearly indicated.

BRIEF PROPOSED PROJECT DESCRIPTION:

PROJECT FUNDING

CONSTRUCTION COSTS: _____
EQUIPMENT COSTS: _____
TOTAL: _____
COUNTY OF BERGEN FUNDS REQUESTED: _____
BALANCE: _____

AMOUNTS & SOURCES OF PROJECT FUNDING BALANCE (Check all that apply)

GREEN ACRES GRANT/LOAN: _____
 Status of Green Acres Funding: _____
MUNICIPAL OPEN SPACE TRUST FUND: _____
MUNICIPAL FUNDS: _____
OTHER (Specify): _____
 TOTAL OF ALL OTHER SOURCES: _____

Attach a detailed estimate of the project's budget that specifies units, quantities of materials to be utilized, and project elements. State the exact park improvement work to be accomplished through the use of the requested grant. **Project Budget must be prepared, and signed, by a New Jersey-licensed engineer, architect, or landscape architect.**

Neither "sweat equity" labor, nor municipal labor, can apply toward applicant's required "cash" match contribution.

PROJECT SCOPE OF WORK OR LIST OF PARK IMPROVEMENT ITEMS OR ELEMENTS

Please provide a detailed description of the actual proposed park improvements. State the exact work that will be undertaken by using this grant in this park (i.e., adding/replacing playground equipment, park furniture, or fences; creating or renovating ball fields, playing courts; adding landscaping, water features, pathways, etc.). Be specific. List items individually.

CONSISTENCY WITH MUNICIPAL MASTER PLAN

Is project consistent with Municipal Master Plan and/or Open Space Recreation Plans? YES NO

If yes, provide Municipal Master Plan/Open Space Recreation Plan page reference/citation _____

If inconsistent, then explain why? _____

AMERICANS WITH DISABILITY ACT (ADA) COMPLIANCE

Does this project include any new installation or improvements related to ADA? YES NO

Describe:

HISTORIC PRESERVATION ASSESSMENT

Identify any existing historic buildings, structures, sites, or historic districts listed on the State and National Registers of Historic Places, included in the Bergen County Historic Sites Survey, or in your municipality's master plan, that are located within or contiguous to the project site. List by name, address, and/or block and lot numbers. Contact Bergen County Division of Cultural & Historic Affairs (Elaine Gold at egold@co.bergen.nj.us), if necessary. Attach applicable remarks provided by County Division of Cultural & Historic Affairs.

Indicate here whether Historic Preservation Assessment is Not Applicable.

Does the project site include or in proximity to any existing historic buildings, structures, sites, or historic districts listed on the State and National Registers of Historic Places, included in the Bergen County Historic Sites Survey, or in your municipality's master plan, that are located within or contiguous to the project site?

YES NO

Describe:

FACILITY IMPROVEMENT AND RESTORATION FACTORS

(Please check all that apply.)

A. Type(s) of Outdoor Recreational Facility Improvement:

- Project provides UPGRADED recreational facilities
- Project provides EXPANDED recreational facilities
- Project provides NEW recreational facilities
- Project provides MULTIPLE recreation uses for both active and passive recreation

B. Age (estimated) of Existing Park Facility Being Replaced/Upgraded:

- Less Than 10 Years Old
- Greater Than 10 Years Old

C. Public Access to Water:

- Project provides NEW opportunities to access water either visually or physically
- Project ENHANCES existing access to water either visually or physically
- Project RESTORES/IMPROVES degraded waterfront/stream corridor

D. Public Access to Site:

- Project provides NEW public access where none exists or existing access is undeveloped/restricted
- Project incorporates trails, bike paths, or greenways

E. Environmental Factors:

- Project incorporates wildlife habitat protection
- Project incorporates the reclamation of an underutilized area
- Project located in an already cleared area to minimize additional clearing of trees and vegetation
- Project located where topography and soil conditions are suitable to minimize excavation, fill, and drainage of site
- Project retains, enhances, or establishes vegetative buffers to minimize impacts on forests, wetlands, habitat, etc
- Project impacts an undisturbed or natural area of site. See Instructions.

F. Facility Impacts

- Project enhances historic and/or archaeological resource
- Project provides new/expanded educational opportunities

G. Project Factors:

- | | | |
|--|------------------------------|-----------------------------|
| <input type="checkbox"/> Concept Plan Completed. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Preliminary Design Plans Completed. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Project Budget in Place. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

H. Permits Required from any Governmental Agency:

- No
- Yes Identify: _____

I. Public Involved in the Project Planning Process Beyond Minimum of Requirement of Public Hearing:

- No
- Yes Describe: _____

ESTIMATED PROJECT START DATE: _____

ESTIMATED PROJECT COMPLETION DATE: _____

APPLICATION DEADLINE: THURSDAY, OCTOBER 13, 2016

PROJECT NARRATIVE

Please provide a brief description explaining the need for this project. Explain in detail how your proposed project is in support of increasing or improving outdoor active and/or passive recreation activities in your community. **Why does it need to be done?** Identify any factors that contribute to this need, i.e., lack of similar recreational facilities, outdated or unsafe equipment, increased demand, etc. **INCLUDE A PROJECTED TIMELINE FOR COMPLETION.**

CHECKLIST

This checklist is for your use to ensure that you submit a complete application. Before submitting your application, be sure to go through the following checklist and answer questions as necessary.

Completed application signed and certified above

Site location map (legible aerial or street map)

Tax map outlining boundaries of the park site

Property is owned by the Board of Education NO YES

If YES, then is there a cooperative agreement with BOE for use of property as public parkland? YES NO

Conceptual Site Plan of Proposed Park Improvements, as well as any existing facilities and improvements, as prepared by an authorized, licensed professional.

Project Cost Estimate Budget showing units and quantities, prepared and signed by an authorized, licensed professional.

Trust Fund Grant Request Amount of _____ Exceeds Available Funding Limit NO YES

Historic Preservation Assessment Completed NOT APPLICABLE

Facility Improvement and Restoration Factors Components Completed

Advertisements of Public Hearing held for Application

Minutes of Public Hearing (or portion pertaining to this application only)

Resolution Authorizing Submission of Application

Color Photographs of Project Site

CERTIFICATION

I, _____, I hereby certify that I have read this application and its instructions and that it has been completed in full. All information contained herein and attached hereto is accurate to the best of my knowledge.

SIGNATURE: _____

ATTEST: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

APPLICATION DEADLINE: THURSDAY, OCTOBER 13, 2016

PUBLIC HEARING

In accordance with the rules and regulations of the Bergen County Trust Fund, the Governing Body of _____ (*name of municipality*) conducted a public hearing on this application on (*date of public hearing*) _____. A copy of the minutes of this meeting (or portion pertaining to this application only) is attached together with a copy of the public notice advertisement of the meeting.

The Governing Body adopted the attached resolution authorizing the municipality to submit this application.

Clerk's Signature

***Public notice advertisement must be ten (10) days prior to the meeting and specify a public hearing on the application.**

TRUST FUND APPLICATION MUNICIPAL ENDORSING RESOLUTION

WHEREAS, the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund (“County Trust Fund”), provides matching grants to municipal governments and to nonprofit organizations for assistance in the development or redevelopment of outdoor municipal recreation facilities; and,

WHEREAS, the *(insert name of applicant)* desires to further the public interest by obtaining a matching grant of *(insert amount of grant request)* from the County Trust Fund to fund the following project: *(insert name/description of project)*; and,

WHEREAS, the governing body/board has reviewed the County Trust Fund Program Statement, and the Trust Fund Municipal Program Park Improvement application and instructions, and desires to make an application for such a matching grant and provide application information and furnish such documents as may be required; and,

WHEREAS, as part of the application process, the governing body/board received held the required Public Hearing to receive public comments on the proposed park improvements in the application on *(insert date)*; and,

WHEREAS, the County of Bergen shall determine whether the application is complete and in conformance with the scope and intent of the County Trust Fund; and,

WHEREAS, the applicant is willing to use the County Trust Fund in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the County of Bergen for the above named project and ensure its completion on or about the project contract expiration date.

NOW, THEREFORE, BE IT RESOLVED by the *(insert name of legal body or board)*:

1. That it is hereby authorized to submit the above completed project application to the County by the deadline of **October 13, 2016**, as established by the County; and,
2. That, in the event of a County Trust Fund award that may be less than the grant amount requested above, *(insert name of legal body or board)* has, or will secure, the balance of funding necessary to complete the project, or modify the project as necessary; and,
3. That *(insert name of legal body or board)* is committed to providing a dollar for dollar cash match for the project; and,
4. That only those park improvements identified and approved in the project application, its Trust Fund contract, or other documentation will be considered eligible for reimbursement.
5. That *(insert name of legal body or board)* agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and,
6. That this resolution shall take effect immediately.

PROPER SIGNATURES & CERTIFICATION BY MUNICIPAL OFFICERS

BOROUGH OF HILLSDALE
BERGEN COUNTY, NEW JERSEY
NOTICE OF PUBLIC HEARING

A Public Hearing will be conducted by the Borough of Hillsdale Mayor and Council on the 6th day of September 2016 beginning at 8:15 P.M. in the Council Chambers, 380 Hillsdale Avenue, Hillsdale, New Jersey 07642 to solicit public comment on the proposed Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund Beechwood Park project application in the total project cost of \$65,000.00. The Mayor and Council will take comments at the hearing into account before considering this proposed Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund Beechwood Park project application.

Denise Kohan – Acting Borough Clerk – Borough of Hillsdale

DEPARTMENT OF POLICE
BOROUGH OF HILLSDALE



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

ROBERT FRANCAVIGLIA
CHIEF OF POLICE

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

Date: August 29, 2016

To: Mayor and Council

From: Chief Robert Francaviglia

Re: August 2016 monthly report

- During the month of April there were 93 dispatching shifts all were covered with non-sworn personnel except for 1, which was covered by an officer for over-time.
- There were 239 motor vehicle stops, 110 summonses issued.
- There were 14 criminal arrests.
- I set up a date for the mobile drug take back program with the Hillsdale House which will take place on September 15th.
- I want to remind everyone that school is open drive safe and pay attention to people in the cross walks. Lastly, with leaf season upon us please remember to not place your leaves at the curb until the designated times.

HILLSDALE POLICE DEPARTMENT

380 HILLSDALE AVE,
HILLSDALE, NJ 07642

Phone: 201-664-4200 Fax:

Agency Activity Analysis Report

From Date: 8/1/2016

To Date: 8/29/2016

| <i>CFS Classification Code</i> | <i>CFS Classification</i> | <i>Total Events</i> | <i>Officer Initiated</i> |
|--------------------------------|------------------------------------|---------------------|--------------------------|
| 0100 | Murder | 0 | 0 |
| 0200 | Rape | 0 | 0 |
| 0300 | Robbery | 0 | 0 |
| 0400 | Aggravated Assault | 2 | 0 |
| 0500 | Burglary | 3 | 0 |
| 0600 | Theft | 4 | 0 |
| 0700 | MV Theft | 0 | 0 |
| 0800 | Other Assaults | 0 | 0 |
| 0900 | Arson | 0 | 0 |
| 1000 | Forgery Counterfeit | 0 | 0 |
| 1100 | Fraud | 5 | 0 |
| 1200 | Embezzlement | 0 | 0 |
| 1300 | Stolen Property | 0 | 0 |
| 1400 | Malicious Mischief | 11 | 0 |
| 1500 | Weapons Offense | 0 | 0 |
| 1600 | Prostitution Vice | 0 | 0 |
| 1700 | Sex Offense | 0 | 0 |
| 1800 | Narcotics Drug Laws | 1 | 0 |
| 1900 | Gambling | 0 | 0 |
| 2000 | Family Offense | 0 | 0 |
| 2100 | Liquor Laws Drunk Driving | 1 | 0 |
| 2200 | Liquor Laws Possession | 1 | 0 |
| 2400 | Disorderly Conduct | 16 | 0 |
| 2600 | All Other Offenses | 2 | 0 |
| 2900 | Runaways | 0 | 0 |
| 4000 | Non Criminal Investigations | 77 | 0 |
| 4100 | Fire Related | 23 | 0 |
| 4500 | Deaths Suicides | 0 | 0 |
| 5000 | Lost Found Prop. / Missing Persons | 10 | 0 |
| 5500 | Animal Complaints | 14 | 0 |
| 6000 | Traffic Accidents | 27 | 0 |
| 6300 | Traffic Enforcement | 239 | 0 |

HILLSDALE POLICE DEPARTMENT

380 HILLSDALE AVE,
HILLSDALE, NJ 07642

Phone: 201-664-4200 Fax:

Agency Activity Analysis Report

From Date: 8/1/2016

To Date: 8/29/2016

| <i>CFS Classification Code</i> | <i>CFS Classification</i> | <i>Total Events</i> | <i>Officer Initiated</i> |
|--------------------------------|---------------------------|---------------------|--------------------------|
| 6500 | Parking Enforcement | 10 | 0 |
| 6600 | Traffic Services | 0 | 0 |
| 7000 | Public Services | 218 | 0 |
| 7500 | Assist other Agency | 18 | 0 |
| 8000 | Warrants | 4 | 0 |
| 9000 | Administrative | 79 | 0 |
| Total: | | 765 | 0 |

Citation Output By Charge

Starting Issue Date 8/1/2016 to Ending Issue Date 8/29/2016

| Charge | Total |
|--|-------|
| 39:3-10 - DRIVING WITHOUT A LICENSE | 3 |
| 39:3-13.4(B) - PROBATIONARY LICENSEE-TOO MANY PASSENGERS/AFTER HOURS | 1 |
| 39:3-20 - COMM MV, REGIST YR, FEE, WT, DEFINITION, VIO, PENALTIES | 1 |
| 39:3-29 - FAILURE TO POSSESS DL OR REG | 5 |
| 39:3-33 - IMPROPER DISPLAY/UNCLEAR PLATES | 6 |
| 39:3-4 - DRIVING OR PARKING UNREGISTERED MOTOR VEHICLE | 5 |
| 39:3-40 - DRIVING AFTER DL/REGISTRATION SUSPENDED/REVOKED | 9 |
| 39:3-47A - FAILURE TO USE LIGHTED LAMPS WHEN REQUIRED | 1 |
| 39:3-48 - VISIBILITY/ LIGHTS | 1 |
| 39:3-60 - IMPROPER USE OF HIGH AND LOW HEADLIGHT BEAMS | 1 |
| 39:3-64B - VEHICULAR TRAFFIC HAZARD WARNING SIGNALS | 1 |
| 39:3-66 - MAINTENANCE OF LAMPS | 9 |
| 39:3-72 - TIRE EQUIPMENT | 3 |
| 39:3-74 - OBSTRUCTION OF WINDSHIELD FOR VISION | 2 |
| 39:3-75 - SAFETY GLASS REQUIREMENT | 3 |
| 39:3-76.2F - FAILURE TO WEARSEAT EQUIPMENT-RESPONSIBILITY OF DRIVER | 1 |
| 39:4-123 - IMPROPER RIGHT AND LEFT TURNS-SEE SUBSECTIONS | 1 |
| 39:4-124 - IMPROPER TURN AS INDICATED BY BUTTONS OR MARKR AT INTRS | 1 |
| 39:4-125 - U-TURN ON CURVE/GRADE OR WHERE VIEW OBSTRUCT U-TURN SGN | 1 |
| 39:4-126 - FAILURE TO GIVE PROPER SIGNAL -TURNING OR STOPPING | 1 |
| 39:4-130 - FAILURE TO REPORT ACCIDENT | 2 |
| 39:4-144 - DISREGARD STOP SIGN REGULATION OR YIELD SIGN | 2 |
| 39:4-36 - PEDESTRIAN-FAILURE TO YIELD RIGHT OF WAY | 1 |
| 39:4-46A - FAILURE TO SHOW NAME/LOCATION ON VEHICLE | 4 |
| 39:4-50(G)(1) - DWI ON SCHOOL PROPERTY OR W/IN 1000 FT. OF SCHOOL | 1 |
| 39:4-77 - LOAD VEHICLE WRONG/ALLOWED SPILL | 1 |
| 39:4-81 - FAILURE TO OBSERVE TRAFFIC CONTROL DEVICE | 1 |
| 39:4-88 - TRAFFIC ON MARKED LANES | 1 |
| 39:4-96 - RECKLESS DRIVING | 1 |
| 39:4-97 - CARELESS DRIVING: LIKELY TO ENDANGER PERSON OR PROPERTY | 2 |
| 39:4-98 - SPEEDING | 2 |
| 39:6B-2 - NO LIABILITY INSURANCE COVERAGE ON MOTOR VEHICLE | 2 |
| 292-22A - NO PARKING OVERNIGHT BETWEEN 2AM AND 5AM | 2 |
| 292-33A(7) - NO PARKING AREA DESIGNATED FOR FIRE DEPT ONLY | 2 |
| 292-22A - N/A | 8 |
| 292-22B - N/A | 5 |
| 292-33A(4) - N/A | 2 |
| 39:3-66 - N/A | 2 |

| | |
|-----------------|------------|
| 39:4-124 - N/A | 1 |
| 39:4-144 - N/A | 3 |
| 39:4-64 - N/A | 1 |
| 39:4-97 - N/A | 3 |
| 39:4-97.3 - N/A | 1 |
| 39:4-98 - N/A | 4 |
| Total: | 110 |

**BOROUGH OF HILLSDALE
BERGEN COUNTY, NEW JERSEY
ORDINANCE NO. 16-12
(Adoption)**

**ORDINANCE OF THE BOROUGH OF HILLSDALE, COUNTY OF
BERGEN, STATE OF NEW JERSEY, TO AMEND CHAPTER 292
OF THE BOROUGH CODE ENTITLED "VEHICLES AND
TRAFFIC"**

WHEREAS, the Chapter 292 of the Borough Code of the Borough of Hillsdale pertains to Vehicles and Traffic; and

WHEREAS, Chapter 292-55 establishes specific locations within the Borough where parking is prohibited at all times; and

WHEREAS, Chapter 292-57 establishes certain locations where parking is prohibited at certain times; and

WHEREAS, the Borough desires to add specific locations and/or time restrictions to each of the aforesaid sections.

NOW BE IT ORDAINED, by the Mayor and the Council of the Borough of Hillsdale as follows:

The following are a list of additions to the Comprehensive Vehicles and Traffic Ordinance. Please note that the corrections are indicated by bold type or stated as to add, remove or change the following.

INDUSTRIAL AREA:

292-57 XVI: Parking Prohibited Certain Hours.

REMOVE:

Prospect Place, south 6:00 am to 6:00 pm (Tues & Thurs) west from Paterson St

Prospect Place, north 6:00 am to 6:00 pm (Mon, Wed, Fri) west from Paterson St

Brookside Place, south 6:00 am to 6:00 pm (Tues & Thurs) west from Paterson St

Brookside Place, north 6:00 am to 6:00 pm (Mon, Wed, Fri) west from Paterson St

Piermont Ave south 6:00 am to 6:00 pm (Tues & Thurs) west from Paterson St

Piermont Ave, north 6:00 am to 6:00 pm (Mon, Wed, Fri) west from Paterson St

292-55. Schedule XIV: Parking Prohibited at All Times.

ADD:

Prospect Place: entire length (north side) from a point of 150 feet west from Paterson St

Brookside Place: from Paterson to Prospect Pl (north side)

Piermont Ave: from Paterson to Prospect Pl (north side)

DEMAREST FARM AREAS:

292-57 XVI: Parking Prohibited Certain Hours.

Royal Park Terrace, Both sides from Wiermus Rd to a point of 10 feet south of the driveway of 39 Royal Park Terrace

292-57 XVI: Parking Prohibited Certain Hours

REMOVE:

Langerfled Rd, North 9am to 5pm Saturday & Sundays (8/30 thru 10/30)

Paul Ct, east 9am to 5pm Saturday & Sundays (8/30 thru 10/30) from Hillsdale Ave to a point of 500 feet south

ADD:

Langerfled Rd, **SOUTH** 9am to 5pm Saturday & Sundays (8/30 thru 10/30)

Paul Ct, east 9am to 5pm Saturday & Sundays (8/30 thru 10/30) from Hillsdale Ave to Buff Lane

(SEE CHART)

| Name Of Street | SIDE | Time Limit; Hours/Days | LOCATION |
|-----------------------|-----------------------------|--|---|
| APPLETREE LN | West (residential side) | 9am to 5pm Saturday & Sundays/Holidays (8/30 thru 10/30) | From Hillsdale Ave |
| HILLSDALE CT | East (residential side) | 9am to 5pm Saturday & Sundays/Holidays (8/30 thru 10/30) | From Hillsdale Ave to Ell Rd |
| MOUNTAIN VIEW TERRACE | West (residential side) | 9am to 5pm Saturday & Sundays/Holidays (8/30 thru 10/30) | Entire length |
| HORIZON TERRACE | West (residential side) | 9am to 5pm Saturday & Sundays/Holidays (8/30 thru 10/30) | Entire length |
| SHADY SIDE PL | South (residential side) | 9am to 5pm Saturday & Sundays/Holidays (8/30 thru 10/30) | From Horizon terrace to Mountain View Terrace |
| ALPINE TERRACE | West (residential side) | 9am to 5pm Saturday & Sundays/Holidays (8/30 thru 10/30) | Entire length. |
| SIERRA CT | South (residential side) | 9am to 5pm Saturday & Sundays/Holidays (8/30 thru 10/30) | Entire length |
| PLYMOUTH RD | West (residential side) | 9am to 5pm Saturday & Sundays/Holidays (8/30 thru 10/30) | From Fairhaven Dr to Lynn Pl |
| WINTHROP RD | West (residential side) | 9am to 5pm Saturday & Sundays /Holidays (8/30 thru 10/30) | From Fairhaven Dr to Lynn Pl |
| STANDISH RD | West (residential side) | 9am to 5pm Saturday & Sundays/Holidays (8/30 thru 10/30) | From Fairhaven Dr to Bedford Rd |
| BEDFORD RD | West (residential side) | 9am to 5pm Saturday & Sundays/Holidays (8/30 thru 10/30) | From Fairhaven Dr to Standish Rd |
| BEVERLY RD | East (residential side) | 9am to 5pm Saturday & Sundays /Holidays (8/30 thru 10/30) | Entire Length |
| AIRIGOT CT | South (residential side) | 9am to 5pm Saturday & Sundays/Holidays (8/30 thru 10/30) | From Beverley Rd |

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

Adopted: September 6, 2016

Attest: _____
 Denise Kohan
 Acting Municipal Clerk

 Douglas E. Frank
 Mayor

**BOROUGH OF HILLSDALE
BERGEN COUNTY, NEW JERSEY
ORDINANCE 16-13
(INTRODUCTION)**

AN ORDINANCE TO AMEND CHAPTER 224: PEDDLING AND SOLICITING OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF HILLSDALE SO AS TO PROVIDE FOR THE CREATION AND MAINTENANCE OF A NON-SOLICITION LIST, COMMONLY KNOWN AS A “DO NOT KNOCK” LIST FOR RESIDENTS DESIRING TO BE PLACED THEREON

WHEREAS, the Borough of Hillsdale is desirous of establishing and maintaining a “Non-Solicitation” list, so as to allow residents to determine if they desire to prevent solicitors from approaching persons in their home.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Hillsdale as follows:

§224-1 shall be amended to revise the definition of “solicitor” which shall read as:

SOLICITOR

A person who goes from house to house or from place to place selling merchandise by sample or by taking orders for future delivery, with or without accepting advance payments for the goods, regardless of whether the solicitation is made by mail, telephone or personal contact. The provisions of this chapter shall apply to the person who comes in personal contact with the buyer, whether he obtains the order, delivers the goods or accepts money in payment for them. Solicitor shall also mean any person who goes from house to house or from place to place for the purpose of offering services, makes inquiries concerning real estate, obtaining alms, contributions or subscriptions or who does research analyses, makes surveys or opinion polls, obtains rating data or similar information or who engages in any similar work which involves a door-to-door or place-to-place activity.

§224-11 shall be added as follows:

§224-11 Entering on Posted Property Prohibited

No trade solicitor or canvasser shall enter onto any property on which is located a sign or signs stating "no solicitors" or carrying a similar message forbidding the entry of any persons onto the property.

§224-12 shall be added as follows:

§224-12 Collection, Preparation and Maintenance of a Nonsolicitation List.

A. Collection, preparation and maintenance of a nonsolicitation list. The Office of the Borough Administrator/Clerk shall collect, prepare and maintain a list of addresses of those premises where the owner and/or occupant has notified the Clerk that soliciting and canvassing is not permitted on his/her premises. To be included on the nonsolicitation list, residents shall

complete a form supplied and maintained by the Borough, without cost to the resident. With the adoption of this section, the Office of the Clerk shall make the form available to all residential property owners or occupants and may distribute same thereafter in any manner directed by the Governing Body.

- B. The Borough Administrator/Clerk, or their designees, shall submit the nonsolicitation list to the Chief of Police on a quarterly basis, which nonsolicitation listing shall be distributed to applicants seeking a license to solicit or canvass pursuant to the provisions of this chapter. The applicant shall acknowledge, in writing, receipt of this list as part of the application process. The licensee shall not solicit or canvass at any address on the nonsolicitation list.
- C. On or about January 1, April 1, July 1 and October 1 of each year, the Office of the Clerk shall update the list. The updated list shall then be forwarded to the Chief of Police for distribution to solicitors and/or canvassers. Nothing herein shall prohibit the more frequent updating of the list by the appropriate Borough Official.
- D. Any solicitor or canvasser violating the provisions of this section as described above shall be punishable by a fine and/or imprisonment as prescribed in § 226.

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 | | | | | | | |
| Douglas Frank | | | | | | | |

Introduced: September 6, 2016

Attest: _____
 Denise Kohan
 Acting Municipal Clerk

 Douglas E. Frank
 Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16194**

**RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE REVISED
MEMORANDUM OF UNDERSTANDING AND APPROVE THE COLLECTIVE
BARGAINING AGREEMENT BEWTWEEN THE BOROUGH OF HILLSDALE
AND THE HILLSDALE PBA LOCAL NO. 207.**

WHEREAS, the Collective Bargaining Agreement between the Borough of Hillsdale (“Hillsdale”) and Hillsdale PBA Local No. 207 (“PBA”) expired on December 31, 2015; and

WHEREAS, Hillsdale and the PBA have engaged in ongoing negotiations to discuss and agree upon the terms and conditions of a successor Agreement; and

WHEREAS, Hillsdale and the PBA have agreed upon the terms of a successor Agreement for the term January 1, 2016 through December 31, 2019, the terms of which are set forth in the revised Memorandum of Understanding; and

WHEREAS, Hillsdale wishes to memorialize its approval of the revised Memorandum of Understanding and approve the Collective Bargaining Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hillsdale that the Memorandum of Understanding and the Collective Bargaining Agreement between the Borough of Hillsdale and Hillsdale PBA Local 207, for the term January 1, 2016 through December 31, 2019, be and hereby is approved; and

BE IT FURTHER RESOLVED that the Mayor, the Acting Borough Clerk and the Borough Labor Attorney are authorized to execute the Collective Bargaining Agreement and take all appropriate actions so as to implement this Resolution.

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

Adopted: September 6, 2016

Attest: _____
Denise Kohan
Acting Municipal Clerk

Douglas E. Frank
Mayor

BOROUGH OF HILLSDALE
RESOLUTION 16195

**RESOLUTION TO CONFIRM ENDORSEMENT OF
COMMUNITY DEVELOPMENT PROJECTS FOR 2017**

WHEREAS, a Bergen County Community Development CDBG grant of \$36,080 has been proposed by the Alliance Against Homelessness of Bergen County, Inc. to provide permanent supportive housing for individuals who are homeless and mentally ill in the municipality of Hillsdale, and

WHEREAS, pursuant to the State Interlocal Services Act, Community Development funds may not be spent in a municipality without authorization by the Governing Body, and

WHEREAS, the aforesaid project is in the best interest of the people of the Borough of Hillsdale, and

WHEREAS, this resolution does not obligate the financial resources of the municipality and is intended solely to expedite expenditure of the aforesaid CD funds.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Hillsdale hereby confirms endorsement of the aforesaid project, and

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to the Director of the Bergen County Community Development Program so that implementation of the aforesaid project may be expedited.

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

Adopted: September 6, 2016

Attest: _____
Denise Kohan
Acting Municipal Clerk

Douglas E. Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16196**

**2016 MUNICIPAL ALLIANCE GRANT CONTRACT
HILLS/VALLEY COALITION**

WHEREAS, the HillsValley Coalition is a community based organization providing and promoting a substance free environment for youth and families in the Pascack Valley Regional High School district; and

WHEREAS, the Coordinator provides significant assistance in grant writing, maintaining funding accuracy, coordinating programs associated with the grant and acting as liaison to local officials; and

WHEREAS, the Hills/Valley Coalition has requested 25% ,as a match of the total approved amount of \$9,876.00 awarded through the Municipal Alliance to Prevent Substance Abuse Grant from each sending municipality of the school district to continue the coordinator’s work; and

WHEREAS, The Borough of Hillsdale agrees that they will implement the “Municipal Alliance to Prevent Alcoholism and Drug Abuse” through the Hills/Valley Coalition; and

NOW, THEREFORE, BE IT RESOLVED, the Council hereby authorizes the Mayor and the Certified Municipal Finance Officer/Municipal Alliance Chairperson to execute the Municipal Alliance to Prevent Substance Abuse Grant Agreement with Bergen County and to issue, as a match, payment in the amount of \$2,469.00 to the Hills/Valley Coalition Coordinator.

CERTIFICATE OF AVAILABILITY OF FUNDS

I, Jonathan M. DeJoseph, Certified Municipal Financial Officer of the Borough of Hillsdale, hereby certify, pursuant to NJSA 40A:9-140.1, et seq. and NJAC 5:30.4, that the funds are available to the Borough of Hillsdale for calendar year 2016.

Dated: September 6, 2016

Jonathan M. DeJoseph, CMFO
Jonathan M. DeJoseph, CMFO

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

Adopted: September 6, 2016

Attest: _____
Denise Kohan
Acting Municipal Clerk

Douglas E. Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16197**

**AUTHORIZE THE ACTING BOROUGH CLERK
TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR
IT SERVICE AND MAINTENANCE OF DESKTOP COMPUTERS**

WHEREAS, the current IT contract is due to expire on November 30, 2016; and

WHEREAS, the Mayor and Council have recognized the need for IT Service and Maintenance with in Borough Facilities; and

WHEREAS, the Borough Administrator/Qualified Purchasing Agent has developed specifications for IT Services at various Borough locations; and

THEREFORE BE IT RESOLVED, that the Acting Borough Clerk is hereby authorized to advertise for Requests for Proposals (RFP) for IT Service and maintenance of desktop computers.

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

Adopted: September 6, 2016

Attest: _____
Denise Kohan
Acting Municipal Clerk

Douglas E. Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16198**

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO SIGN AN
AGREEMENT WITH PSE&G FOR AN ENERGY EFFICIENCY UPGRADE –
UNDER THE DIRECT INSTALL GRANT AT THE DEPARTMENT OF PUBLIC
WORKS BUILDING**

WHEREAS, PSE&G offers a Direct Install Grant Program for Government, Non-Profit Facilities, and Small businesses that provides energy Efficiency Upgrades; and

WHEREAS, PSE&G will arrange the installation of certain energy conservation measures at the DPW Building located at 371 Washington Avenue, Hillsdale, NJ 07642 for a total project cost of Seventeen Thousand Three Hundred Twenty Seven Dollars and Fifty Five Cents (\$17,327.55) and the Borough's portion is 30% or Five Thousand One Hundred Ninety-Eight Dollars and Twenty Seven Cents (\$5,198.27); and

WHEREAS, as a result of this installation, there is an possible savings of approximately Five Thousand Four Hundred Twenty Eight Dollars (\$5,428.00) over a period of 36 months; and

WHEREAS, The Borough of Hillsdale Council desires to authorize the Mayor to execute such agreement with PSE&G in this program; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Hillsdale, Bergen County hereby authorizes the Mayor and Acting Borough Clerk to execute the contract agreement with PSE&G at a cost not to exceed \$5,198.27, the Borough's share 30% of the project's total cost.

CERTIFICATE OF AVAILABILITY OF FUNDS

I, Jonathan M. DeJoseph, Certified Municipal Financial Officer of the Borough of Hillsdale, hereby certify, pursuant to NJSA 40A:9-140.1, et seq. and NJAC 5:30.4, that the funds are available to the Borough of Hillsdale for calendar year 2016.

Dated: September 6, 2016

Jonathan M. DeJoseph, CMFO
Jonathan M. DeJoseph, CMFO

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

Adopted: September 6, 2016

Attest: _____
Denise Kohan
Acting Municipal Clerk

Douglas E. Frank
Mayor



**PSE&G Direct Install Program for
Government and Non-Profit Facilities
and Small Businesses located in UEZs**

**Customer Contract (Terms & Conditions)
INSTALLATION AND REPAYMENT AGREEMENT**

Contact Name:

Date: 8/04/2016

Facility Name: Hillsdale DPW

Facility Address: 371 WASHINGTON AVE PSE&G Account #: 7027025302

Town, State, and Zip Code: HILLSDALE BORO NJ 07642-2722

TrakSmart ID: Phone: 201-666-4800 ext 1504 Phone # 2: Audit Date: 4/6/16

Facility Sq. Footage: Auditing Firm: Lime Energy Auditor: Alex Osorio

This Installation and repayment Agreement is entered into by and between Public Service Electric and Gas Company (the "Company" or "PSE&G") and Hillsdale DPW (the "Customer") and Landlord (if the energy conservation measures (ECMs) are to be installed at the Landlord's property), each individually referred to as a "Party" and collectively referred to as the "Parties".

Public Service Electric and Gas Company is offering an energy conservation program (the "Program") to customers in its electric and/or gas service territory ("Customer"), that are government or non-profit entities with annual peak demands equal to or less than 200 kW. The Program is also offered to small business customers with annual peak demands equal to or less than 200 kW, that are located in an Urban Enterprise Zone (UEZ). The Customer is the Company's customer of record, i.e. the PSE&G electric and/or gas account holder. Under the Program, the Company is arranging the installation of certain energy conservation measures ("ECMs") at eligible Customer government/non-profit/small business facilities (the "Facility").

This Direct Install Program for Government/Non-Profit/Small Business Facilities Customer Contract – Installation and Repayment Agreement (the "Agreement") is entered into by and between PSE&G and Hillsdale DPW as of August 4, 2016.

Customer agrees (a) to have the Company or its designee install the ECMs and (b) to pay a portion of the installation cost as described in Paragraph 6 listed below. The following are Terms and Conditions that govern the Program and the installation of the ECMs:

1. ECMs to be Installed

The Company, (or the Company through its designated Contractor) will install at Customer's facility the ECMs described in Paragraph 6 below. The Company shall permanently disable all lamps replaced pursuant

to this Agreement (make them unfit for reuse). The Company shall dispose of all materials including fluorescent ballasts and lamps, old fixtures and HVAC/refrigeration equipment.

2. Installation Date

The Company will use commercially reasonable efforts to install the ECMs within thirty (30) days of Customer signing this Agreement.

3. Warranty and Disclaimers

- (a) The Company will provide a one-time replacement free of charge for any equipment that fails to operate according to manufacturer's specifications for a period of one (1) year after the date of the original installation.
- (b) Customer may have other warranty rights that may have been provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company or its affiliates. The Company shall use commercially reasonable effort to assist the Customer's efforts to enforce the manufacturer warranties.
- (c) OTHER THAN THE REPLACEMENT WARRANTY STATED IN SUBPARAGRAPH 3(a) ABOVE, NEITHER THE COMPANY NOR ITS AFFILIATES MAKE ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (d) THE COMPANY DOES NOT GUARANTEE THAT THE ECMS WILL, IN FACT, SAVE ANY LEVEL OF ENERGY OR RESULT IN A LOWERING OF CUSTOMER'S ENERGY BILLS. The information provided in the "Energy Efficiency Upgrade Proposal" is for informational purposes only and Customer's actual energy savings may vary based on numerous determining factors including but not limited to weather, changes to Customer utility rates, Facility use and Facility operating hours.
- (e) Neither the Company nor its affiliates shall be liable to Customer for consequential or incidental damages arising out of the Program, whether in contract, tort (including negligence) or any other theory of recovery.

4. Access to Property

- (a) The Customer grants PSE&G and its subcontractor(s) reasonable access to the Facility during normal business hours to perform the installation work at such date and time as the Parties shall mutually agree. If Customer's Facility requires work to be performed during off-business hours, arrangements may be made for off hours installation. In all instances, Customer will be responsible for costs arising from failure to grant access as arranged. These costs will not be included with the ECMs installation costs, savings analysis, or Customer contribution.
- (b) In addition, the Customer will allow the Company to make a reasonable number of follow-up visits during the twenty-four months following installation, with advance notice and at a time convenient to the Customer. The purpose of the follow-up visits is to provide the Company with an opportunity to review the operation of the ECMs for program education purposes. During the follow-up visits, the Company

may make recommendations to the Customer regarding operation of the ECMs, however Customer is under no obligation to follow any such recommendations. If the Customer implements such recommendations, the Company will not be liable to the Customer in tort (including negligence) for the Customer's reliance on the recommendations.

5. Discretion of Company

When undertaking the installation, the Company (at its sole discretion) may choose not to make the installations specified below for reasons, including but not limited to: issues related to safety, discovery of unforeseen conditions or the complete utilization of Company's program budget.

6. Equipment and Customer Contribution

- (a) The Company or its designee will install the equipment listed in the "Energy Efficiency Upgrade Proposal" attached to this Agreement. The estimated cost of the installation including the estimated cost of the Customer's contribution, which shall be 30% of the total project cost, is also itemized in this Agreement. The Customer will pay Customer's cost contribution over a period of thirty six (36) months interest free, through an additional charge on the PSE&G utility bill, or, if the Customer chooses, in one lump sum interest free, through an additional charge on the PSE&G utility bill. If a Customer chooses to pay Customer's cost contribution over a period of thirty six (36) months and Customer occupies the Facility under a lease agreement, and if Customer terminates the lease agreement or vacates the Facility prior to making the final Program payment, in addition to all other remedies available to the Company, the Company may declare all of the unpaid balance immediately due and payable, and the Customer shall immediately pay all of the unpaid amount to the Company.

The total Project amount is \$17,327.55

The Customer opts to pay its cost contribution via their PSE&G bill in (check one):

One lump sum payment of \$5,198.27 OR Thirty six (36) monthly payments of \$144.40

- (b) The Customer shall pay no more than the estimated cost shown on the report. If the actual cost of the installation is less than the estimated cost or if the Company chooses not to install the ECMs in accordance with Section 5, the Company shall adjust the Customer's contribution and advise the Customer. The reduction in contract amount will be confirmed on the "Customer Job Completion Certification Form".
- (c) If the actual cost of the installation is more than the estimated cost, subject to PSE&G approval, the Customer Contract will be amended and Customer, PSE&G and Landlord (if required) signatures will be required. The increase in contract amount will be confirmed on the "Change Order and Amendment".
- (d) Customer certifies that it has not and will not receive incentives under the New Jersey Clean Energy Program for the same ECMs.

7. **CUSTOMER HAS OBTAINED, TO THE EXTENT IT HAS DEEMED NECESSARY OR PRUDENT, LEGAL COUNSEL TO ADVISE IT ON THIS AGREEMENT.**

8. Customer agrees that this Agreement constitutes the full, complete, and only agreement between the Parties and supersedes any previous representations or agreements, and this Agreement shall not be amended except in writing signed by duly authorized representatives of both Parties.

9. The NJ BPU requires that PSE&G participate in the PJM Capacity Market* through the demand reductions achieved by the ECMs installed as part of this Program. The Customer acknowledges and agrees that, for purposes of participating in the PJM Capacity Market, PSE&G shall own the rights to all such demand reductions without cost or obligation to the Customer. PSE&G's ownership of the Project's demand reductions does not affect the Customer's ownership of the ECMs nor the energy savings derived from the ECMs.

As required by PJM, PSE&G reserves the right to perform measurement and verification ("M&V") at all participating facilities. PSE&G M&V activities at the Facility may, in PSE&G's sole discretion, include but not be limited to, meter installation, calibration and maintenance of M&V equipment, data gathering and screening, verification of M&V reports and the use of customer energy and cost savings, and billing information. PSE&G will notify the Customer if an ECM installed at the Facility requires M&V, will inform the Customer of the PSE&G M&V activities, and will work with the Customer to minimize any adverse effects on the Customer's normal operations. PSE&G, or its subcontractor, may audit the Facility to verify the operation of all installed ECMs for up to four (4) years following installation to ensure compliance with PJM Capacity Market rules and regulations. The Customer shall cooperate with and support PSE&G's ownership of the demand reductions as set forth in this Section 9.

***PJM Capacity Market**

PJM Interconnection is the regional transmission operator (RTO) that coordinates the movement of wholesale electricity in all or parts of 13 states including New Jersey. PJM operates a competitive wholesale electricity market and manages the high-voltage electricity grid to ensure reliability for more than 61 million people. PJM holds regular capacity auctions to ensure there is sufficient generating capacity available to meet customer needs. Load reductions from ECMs are allowed to participate in these auctions as 'negative' generation. PSE&G is required to offer the demand reductions achieved through PSE&G's energy efficiency programs into the PJM Capacity Auctions. The Customer will own the ECMs installed as part of the Project, as well as recognize the ECM energy and/or cost savings, however they may not offer the demand reductions into the PJM Capacity Market.

10. Customer agrees (A) That the laws of the State of New Jersey shall govern this Agreement and any dispute arising hereunder shall be litigated in a Federal or State Court located in the State of New Jersey, (B) TO WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW THE RIGHT TO A TRIAL BY JURY.
11. In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.
12. This Agreement is neither intended to create, nor shall it be construed as creating, a joint venture, partnership or other form of business association between the Parties, or an agreement to enter into any business relationship.

13. Entire Agreement; Counterparts

This Agreement constitutes the full, complete and only agreement between the Parties hereto with respect to the foregoing and supersedes any previous agreements, representations or undertakings, either oral or written. This Agreement may be executed by the Parties hereto on separate counterparts each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

14. Amendments

This Agreement shall not be amended, modified or otherwise altered, except pursuant to a written agreement signed by the Parties.

15. Governing Law; Venue

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

16. Limitation of Liability; Limitation of Actions

In no event will PSE&G or its subcontractors be liable for any losses, damages, cost or expenses however caused, arising from this Agreement. PSE&G's total liability to Customer for all actions, claims, or suits of any kind, whether based upon warranty, contract, tort (including negligence and strict liability) or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to the performance or breach of this Agreement shall, under no circumstances, exceed the cost of the Customer's contribution to the cost of the ECMs. PSE&G shall not, under any circumstances, be liable for any special, indirect, incidental, punitive or consequential losses, damages, costs, or expenses whatsoever (including for lost profits, time or revenue) for anything arising out of the performance or nonperformance of this Agreement, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract or otherwise. Any action against PSE&G arising out of, resulting from, or related to the performance or breach of this Agreement shall be filed no later than one (1) year after the cause of action has occurred. The provisions of this paragraph 16 shall survive termination or expiration of this Agreement.

17. Indemnity

CUSTOMER SHALL DEFEND AND HOLD THE COMPANY HARMLESS FOR ALL NEGLIGENT OR INTENTIONAL ACTS OF THIRD PARTIES. THE PROVISIONS OF THIS PARAGRAPH PROVIDING FOR THE CUSTOMER'S DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY SHALL ALSO APPLY TO AND PROTECT THE COMPANY'S OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SHAREHOLDERS, SUCCESSORS, AND ASSIGNS. THE CUSTOMER'S OBLIGATION TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY SHALL UNDER THE PROVISIONS OF THIS PARAGRAPH EXCLUDE ONLY AND TO THE EXTENT THAT SUCH INSTANCES ARE DUE TO THE COMPANY'S INTENTIONAL AND DELIBERATE MISCONDUCT OR WHERE THE PERSONAL INJURY, DEATH, OCCUPATIONAL DISEASE OR LOSS OR DAMAGE TO REAL OR PERSONAL PROPERTY WAS DUE TO THE COMPANY'S SOLE NEGLIGENCE.

18. Customer Confidentiality

PSE&G shall consider all information furnished by Customer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than in connection with the Program without the Customer's prior written consent. The Customer shall consider all information furnished by PSE&G to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than in connection with the Program without PSE&G's prior written consent; provided, however, either Party may disclose such information as may be required to be disclosed by law or court order from a court of competent jurisdiction, and provided further that, unless otherwise prohibited by law, the Party whose information is required to be disclosed is given reasonable time to take legal action to quash such action and seek other protection. The Customer expressly understands and agrees that PSE&G is required to: 1) Report all program data including customer specific information to the NJ regulators on a periodic basis ("Regulatory Reporting"), and 2) Prepare a Program evaluation report (the "Program Evaluation Report") and submit it to the NJ regulators. The Customer expressly further understands and agrees that both the Regulatory Reporting and the Program Evaluation Report may, among other participant and Project information, identify the Program participants by name and Project address, identify the ECMs implemented by each Program participant and the energy and cost savings achieved by each Program participant.

19. Sale or Transfer of Property

If Customer chooses to pay Customer's cost contribution over a period of thirty six (36) months and Customer occupies the Facility under a lease agreement, and if Customer terminates the lease agreement or vacates the Facility prior to making the final Program payment, then in addition to all other remedies available to the Company, the Company may declare all of the unpaid balance immediately due and payable, and the Customer shall immediately pay all of the unpaid amount to the Company.

The Customer must provide PSE&G with ninety (90) days advance written notice of a change of ownership, change of billing account information, or if a "customer of record" modification is made to the billing account.

Notice to be sent to:

PSE&G
 Attention: Hardley Dupont
 80 Park Plaza
 M/C T8
 Newark, NJ 07102

If the Facility or any portion thereof, including property or any improvements thereupon, or any of Customer's ownership interest in the Facility, direct or otherwise, is sold or transferred during the course of the Project, including during the repayment period, without PSE&G's prior written consent, the full amount of the outstanding balance of the Customer's cost contribution due to PSE&G shall become immediately due and payable. Alternatively, with PSE&G's prior written consent, PSE&G may allow the Customer to transfer the outstanding balance of the Customer's cost contribution to a different billing account.

In the event of (i) a sale or transfer of all or part of the Facility and/or Customer's ownership interest therein, (ii) a lease termination or Customer vacates the Facility, (iii) bankruptcy, insolvency or liquidation of Customer or (iv) forced shut down of Customer's operations and/or the Facility, PSE&G's rights to capture and monitor energy savings shall survive.

Authorized Signature of Customer:

By signing below, the Customer agrees that the address as it appears above is the address where ECMs will be installed and to the applicability of the Terms and Conditions as set forth in this Agreement.

| | |
|-------------------------------|----------------------------|
| Customer Signature _____ | PSE&G Signature _____ |
| Customer Name (Print) _____ | PSE&G Name (Print) _____ |
| Customer Title _____ | PSE&G Title _____ |
| Customer Date _____ | PSE&G Date _____ |

ONCE EXECUTED BY THE COMPANY AND CUSTOMER AND LANDLORD IF REQUIRED, THIS BECOMES A BINDING CONTRACT

Authorized Signature of Landlord (if required):

Landlord Signature required Yes No

I hereby authorize the installation of the ECMs as described in the "Energy Efficiency Upgrade Proposal".

Tenant (Customer) Name: | _____ |

Street Address: | _____ |

City: | _____ | State: N.J. Zip Code: | _____ |

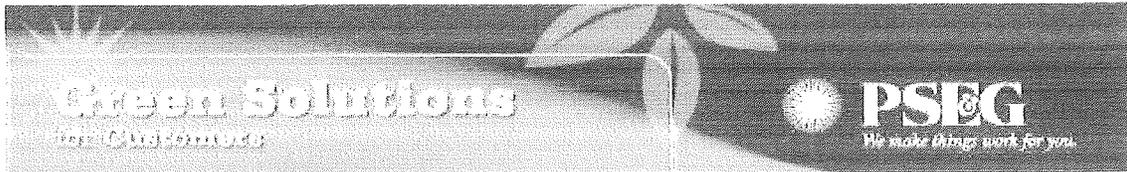
Landlord Signature: _____ Date: | _____ |

Company Name: (if appropriate) | _____ |

Landlord Name: | _____ | Landlord Telephone: | _____ |

Landlord Address: | _____ |

City: | _____ | State: | _____ | Zip: | _____ |

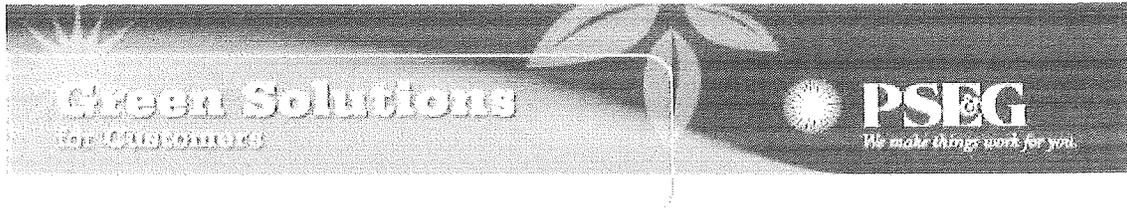


PSE&G Direct Install Program
for Government, Non-Profit Facilities,
and Small Businesses

Energy Efficiency Upgrade Proposal

Prepared For:
HILLSDALE DPW
371 WASHINGTON AVE
HILLSDALE, NJ 07642-2722

Phone Number (201) 666-4800
Project Number TBD
Vendor Tracking Number: PS04071
Account Number: 7027025302



HILLSDALE DPW
 371 WASHINGTON AVE
 HILLSDALE, NJ 07642-2722
 Phone Number (201) 666-4800

Estimated Retail Energy Savings

| Electric | Lighting | Non - Lighting | Total |
|---------------------|----------|----------------|--------|
| Existing kW Load | 9 | | 9 |
| Proposed kW Load | 5 | | 5 |
| kW Load Savings | 4 | 0 | 4 |
| Electric | | | |
| Existing kWh Load | 25,004 | | 25,004 |
| Proposed kWh Load | 12,943 | | 12,943 |
| kWh Load Savings | 12,062 | 0 | 12,062 |
| Gas | | | |
| Existing Therm Load | - | | 0 |
| Proposed Therm Load | - | | 0 |
| Therm Savings | - | 0 | 0 |

Estimated Retail Energy Cost Savings

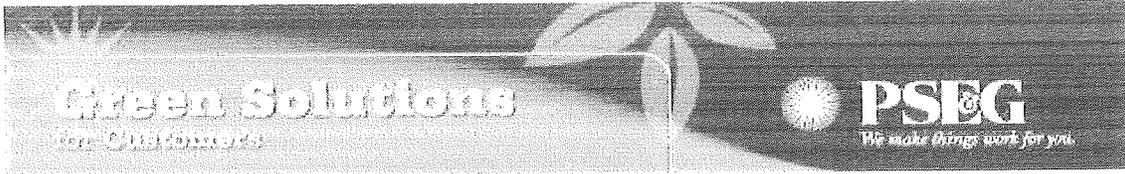
| | Lighting | Non - Lighting | Total |
|------------------------|----------|----------------|---------|
| Existing Electric Cost | \$3,751 | \$0 | \$3,751 |
| Proposed Electric Cost | \$1,941 | \$0 | \$1,941 |
| Electric Savings | \$1,809 | \$0 | \$1,809 |
| Existing Gas Cost | - | | \$0 |
| Proposed Gas Cost | - | \$0 | \$0 |
| Gas Savings | - | \$0 | \$0 |

Total Project Cost Breakdown

| | Lighting | Non - Lighting | Total |
|---|----------|----------------|--------------|
| Total Project Cost | \$17,328 | \$0 | \$17,327.55 |
| PSE&G Contribution (70% Installed Cost) | | | -\$12,129.29 |
| Net Project After Rebate | | | \$5,198.27 |
| Monthly Payment (36 months @ 0% Interest) | | | \$144.40 |

Cash Flow Analysis

| | Lighting | Non - Lighting | Total |
|--|----------|----------------|-------|
| Total Monthly Savings | \$151 | \$0 | \$151 |
| Customer Monthly Payment (36 months @ 0% Interest) | | | \$144 |
| Monthly Cash Flow (36 months) | | | \$6 |



HILLSDALE DPW
 371 WASHINGTON AVE
 HILLSDALE, NJ 07642-2722
 Phone Number (201) 666-4800

Projected Three Year Monthly Cash Flow

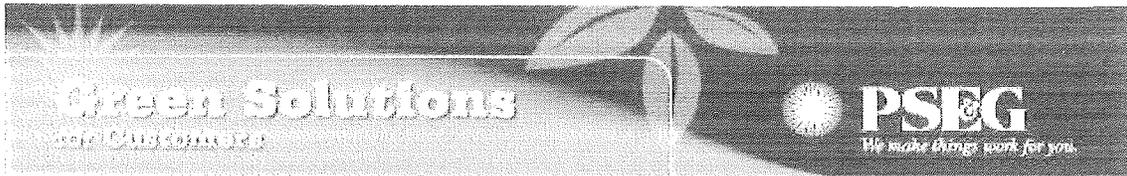
| Month | Customer Payments | Monthly Savings | Cumulative Cash Flow |
|---------------|-------------------|-----------------|----------------------|
| 1 | \$144 | \$151 | \$6 |
| 2 | \$144 | \$151 | \$13 |
| 3 | \$144 | \$151 | \$19 |
| 4 | \$144 | \$151 | \$25 |
| 5 | \$144 | \$151 | \$32 |
| 6 | \$144 | \$151 | \$38 |
| 7 | \$144 | \$151 | \$45 |
| 8 | \$144 | \$151 | \$51 |
| 9 | \$144 | \$151 | \$57 |
| 10 | \$144 | \$151 | \$64 |
| 11 | \$144 | \$151 | \$70 |
| 12 | \$144 | \$151 | \$76 |
| 13 | \$144 | \$151 | \$83 |
| 14 | \$144 | \$151 | \$89 |
| 15 | \$144 | \$151 | \$96 |
| 16 | \$144 | \$151 | \$102 |
| 17 | \$144 | \$151 | \$108 |
| 18 | \$144 | \$151 | \$115 |
| 19 | \$144 | \$151 | \$121 |
| 20 | \$144 | \$151 | \$127 |
| 21 | \$144 | \$151 | \$134 |
| 22 | \$144 | \$151 | \$140 |
| 23 | \$144 | \$151 | \$147 |
| 24 | \$144 | \$151 | \$153 |
| 25 | \$144 | \$151 | \$159 |
| 26 | \$144 | \$151 | \$166 |
| 27 | \$144 | \$151 | \$172 |
| 28 | \$144 | \$151 | \$178 |
| 29 | \$144 | \$151 | \$185 |
| 30 | \$144 | \$151 | \$191 |
| 31 | \$144 | \$151 | \$198 |
| 32 | \$144 | \$151 | \$204 |
| 33 | \$144 | \$151 | \$210 |
| 34 | \$144 | \$151 | \$217 |
| 35 | \$144 | \$151 | \$223 |
| 36 | \$144 | \$151 | \$229 |
| Totals | \$5,198 | \$5,428 | \$229 |



HILLSDALE DPW
371 WASHINGTON AVE
HILLSDALE, NJ 07642-2722
Phone Number (201) 666-4800

Projected Five Year Cash Flow

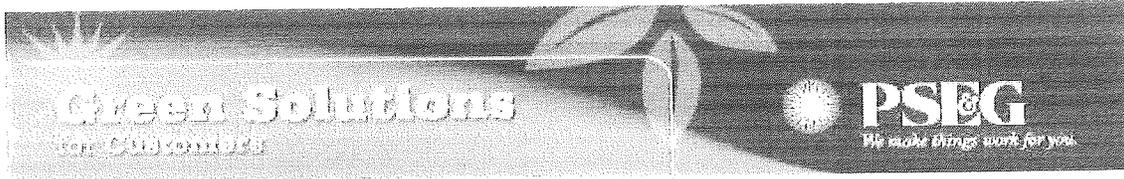
| Year | Customer Payments | Yearly Savings | Cumulative Cash Flow |
|---------------|-------------------|----------------|----------------------|
| 1 | \$1,732.76 | \$1,809 | \$76 |
| 2 | \$1,732.76 | \$1,809 | \$153 |
| 3 | \$1,732.76 | \$1,809 | \$229 |
| 4 | 0 | \$1,809 | \$2,039 |
| 5 | 0 | \$1,809 | \$3,848 |
| Totals | \$5,198 | \$9,046 | \$3,848 |



HILLSDALE DPW
371 WASHINGTON AVE
HILLSDALE, NJ 07642-2722
Phone Number (201) 666-4800

Proposal Notes:

The predominant operating hours for this analysis provided by Customer are: 2,496
An electric rate of \$0.15 per kWh was utilized to generate this proposal.
A gas rate of \$0.97 per Therm was utilized to generate this proposal.
This is a turnkey Proposal and includes, but is not limited to, all labor, permits, and material costs.
Project costs do not include New Jersey sales tax. For capital improvement projects, customer must complete and submit a ST-8 form for tax exemption.
Recycling of all lamps is included in the scope of work for this project.
Project installation labor is warranted for a period of one (1) year - see the contract for more information.
New Jersey Clean Energy Program Protocols 2014 were utilized to evaluate this Project Proposal. The estimated energy savings and environmental impacts in this proposal are based on the New Jersey Clean Energy Program Protocols 2014. Among other items, these Protocols utilize predetermined run hours which may be different that the predominant operating hours provided by the Customer. The Company does not guarantee the proposed energy savings measures will, in fact, save any level of energy or result in a lowering of Customer's energy bills. However, based on the represented predominant run hours, it is expected that the actual energy savings will be near the estimates provided in this Project Proposal.
The information provided in this proposal is for informational purposes only and Customer's actual energy savings may vary based on numerous determining factors including but not limited to weather, changes to Customer utility rates, facility use and facility operating hours.



HILLSDALE DPW
 371 WASHINGTON AVE
 HILLSDALE, NJ 07642-2722
 Phone Number (201) 666-4800

Environmental Impact Statement

According to the EPA, for each kWh saved, approximately 1.52 pound of Carbon Dioxide (CO2), .0065 pounds of Sulfur Dioxide (SO2), and .0028 pounds of Nitrogen Oxides (NOx) are eliminated from future power plant emissions into our atmosphere annually.

CO2 is a "Greenhouse Gas" while SO2 contributes to acid rain formation and NOx contributes to the atmosphere ozone formation (Smog) and estuarial damage.

The Annual Pollution Reduction Impact of Your Project

| | |
|-----------------------|--------|
| Carbon Dioxide (lbs) | 18,333 |
| Nitrogen Oxides (lbs) | 33 |
| Sulfur Dioxide (lbs) | 78 |

For every 10,000 Kilowatt Hours saved the EPA has estimated the savings to be equivalent to planting 2.9 acres of trees annually or equivalent to removing 1.4 cars from our roads annually.

Your Project's Local Impact

| | |
|------------------------|---|
| Acres of Trees Planted | 3 |
| Cars Removed | 1 |

Energy Savings Calculator How We Derive Your Energy Savings:

$$\frac{\text{Watts Saved} \times \text{Operating Hours}}{1,000 \text{ w per KW}} \times \text{kWh Rate}$$

We save you electric energy (kilowatt-hours) by updating your lighting equipment with advanced, highly efficient technology products that provide more capability while using less electricity.

While your cost per kilowatt-hour is fixed, your operating hours are variable as they are in your control. As long as operating hours are as represented, your electrical savings should be in line with the projected energy savings.

For more information please visit www.epa.gov



| Account: 7027025302 | | HILLSDALE DPW | | | | | |
|---------------------|-----------------------------|---------------|-------------------------------------|-------------------|---|------------------------|-------------|
| Measure Line Item | Area Description/Location | Floor | Exist. Measure | Count of existing | Proposed Measure | Proposed Measure Count | Watts Saved |
| 1 | Break Room | | 1 2x2 3L F17T8 EIS-N TROF ACRY GRID | 9 | 3L 2' T8 LED's, Normal Ballast Factor | 9 | 140 |
| 2 | Break Room, Bathroom | | 1 1x8 4L F32T8 HIS-N WRAP | 1 | 1 4L 4' T8 LED's, Normal Ballast Factor | 1 | 36 |
| 3 | Entrance Hallway | | 1 1x4 4L F32T8 EIS-N WRAP ACRY SURF | 1 | 1 4L 4' T8 LED's, Normal Ballast Factor | 1 | 40 |
| 4 | Changing Room | | 1 1x4 4L F32T8 EIS-N WRAP ACRY SURF | 3 | 4L 4' T8 LED's, Normal Ballast Factor | 3 | 120 |
| 5 | Garage | | 1 F32T8 4L HIS-N INDU 1x8 | 25 | 4L 4' T8 LED's, Normal Ballast Factor | 25 | 900 |
| 6 | Garage | | 1 MH70 FLOD | 4 | 4 LED 20W Wall Pack, 5000K | 4 | 292 |
| 7 | Garage | | 1 LED EXIT | 2 | No Measure Replacement | 2 | 0 |
| 8 | Mechanics Bay | | 1 F32T8 4L HIS-N INDU 1x8 | 6 | 4L 4' T8 LED's, Normal Ballast Factor | 6 | 216 |
| 9 | Mechanics Bay | | 1 F96T12 4L MAG INDU 1x8 | 1 | 1x8 4L F32/28T8 EL HE IS-Norm Indus Surface | 1 | 147 |
| 10 | Mechanics Bay, Storage Room | | 1 F32T8 4L HIS-N INDU 1x8 | 1 | 4L 4' T8 LED's, Normal Ballast Factor | 1 | 36 |
| 11 | Staircase | | 1 1x4 4L F32T8 EIS-N WRAP ACRY SURF | 1 | 4L 4' T8 LED's, Normal Ballast Factor | 1 | 40 |
| 12 | Supers Office | | 2 2x2 3L F17T8 EIS-N TROF ACRY GRID | 11 | 3L 2' T8 LED's, Normal Ballast Factor | 11 | 171 |
| 13 | Supers Office | | 2 1x4 2L F32T8 EIS-N WRAP ACRY SURF | 1 | 1 2L 4' T8 LED's, Normal Ballast Factor | 1 | 23 |
| 14 | Bathroom | | 2 F32T8 4L HIS-N INDU 1x8 | 1 | 4L 4' T8 LED's, Normal Ballast Factor | 1 | 36 |
| 15 | Bathroom | | 2 CFS23/1 | 1 | 1 12w LED A-Lamp | 1 | 11 |
| 16 | Office | | 2 2x2 3L F17T8 EIS-N TROF ACRY GRID | 4 | 3L 2' T8 LED's, Normal Ballast Factor | 4 | 62 |
| 17 | Office | | 2 1x8 4L F32T8 HIS-N WRAP | 1 | 1 4L 4' T8 LED's, Normal Ballast Factor | 1 | 36 |
| 18 | Kitchen | | 2 2x4 4L F32T8 EIS-N TROF ACRY ROCK | 1 | 1 4L 4' T8 LED's, Normal Ballast Factor | 1 | 40 |
| 19 | Closet | | 2 CFS23/1 | 2 | 12w LED A-Lamp | 2 | 22 |
| 20 | Building Rear | Exterior | MH250 WAPK | 2 | 2 A 93W LED Security Wall Pack Luminaire | 2 | 404 |
| 21 | Salt Shed | Exterior | MH70 FLOD | 2 | 2 LED 20W Wall Pack, 5000K | 2 | 146 |
| 22 | Building Front | Exterior | MH250 WAPK | 1 | 1 A 93W LED Security Wall Pack Luminaire | 1 | 202 |
| 23 | Building Front, Canopy | Exterior | 1L 60A RECA | 1 | 1 12w LED A-Lamp | 1 | 48 |
| 24 | Garage | Exterior | MH250 WAPK | 1 | 1 A 93W LED Security Wall Pack Luminaire | 1 | 202 |
| 25 | Building Side | Exterior | MH250 WAPK | 2 | 2 A 93W LED Security Wall Pack Luminaire | 2 | 404 |
| 1 | Break Room | | 1 No Existing Sensor | | OS-DT1-WALL | 2 | 85 |
| 2 | Break Room, Bathroom | | 1 No Existing Sensor | | OS-DT1-WALL | 1 | 22 |
| 3 | Entrance Hallway | | 1 No Existing Sensor | | OS-DT1-WALL | 1 | 22 |
| 4 | Changing Room | | 1 No Existing Sensor | | OS-500 1SP | 1 | 65 |
| 10 | Mechanics Bay, Storage Room | | 1 No Existing Sensor | | OS-DT1-WALL | 1 | 22 |
| 18 | Kitchen | | 2 No Existing Sensor | | OS-DT1-WALL | 1 | 22 |

**BOROUGH OF HILLSDALE
RESOLUTION 16199**

**RESOLUTION OF THE BOROUGH OF HILLSDALE TO APPROVE CONTRACT WITH
KEN'S TREE CARE FOR LEAF GRINDING SERVICES AND AUTHORIZING MAYOR TO
EXECUTE AN AGREEMENT ON BEHALF OF THE BOROUGH FOR SUCH SERVICES (Non-
Fair and Open)**

WHEREAS, the Borough of Hillsdale has an Interlocal Services Agreement with the Borough of Northvale to deposit and stage leaves at the Northvale Borough Recycling Center; and

WHEREAS, as part of such, the Borough of Hillsdale is responsible for fifty (50%) percent of the costs of the grinding of leaves and related debris at said Center; and

WHEREAS, Ken's Tree Care, 401 Paulding Avenue Northvale, New Jersey 07647 has been retained by the Borough of Northvale to conduct such services, of which the Borough of Hillsdale's costs for same are \$22,832.40; and

WHEREAS, Ken's Tree Care has completed and submitted a Business Entity Disclosure Certification that certifies that Ken's Tree Care has not made any reportable contributions to a political or candidate committee in the Borough of Hillsdale in the previous year and that this contract will prohibit Ken's Tree Service from making any reportable contributions through the term of this contract; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Hillsdale, County of Bergen, State of New Jersey that the Borough of Hillsdale hereby retains Ken's Tree Care of 401 Paulding Avenue, Northvale, New Jersey 07647 in the amount of \$22,832.40 to provide leaf grinding and related debris at the Northvale Borough Recycling Center on behalf of the Borough; and

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute any and all documents with Ken's Tree Care to carry out the provisions of this Resolution.

CERTIFICATE OF AVAILABILITY OF FUNDS

I, Jonathan M. DeJoseph, Certified Municipal Financial Officer of the Borough of Hillsdale, hereby certify, pursuant to NJSA 40A:9-140.1, et seq. and NJAC 5:30.4, that the funds are available to the Borough of Hillsdale for calendar year 2016.

Dated: September 6, 2016

Jonathan M. DeJoseph, CMFO
Jonathan M. DeJoseph, CMFO

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

Adopted: September 6, 2016

Attest: _____
Denise Kohan
Acting Municipal Clerk

Douglas E. Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16200**

RESOLUTION AUTHORIZING THE MAYOR TO APPROVE AND SIGN THE COLLECTIVE AGREEMENT BETWEEN THE BOROUGH OF HILLSDALE AND THE HILLSDALE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Collective Bargaining Agreement between the Borough of Hillsdale (“Hillsdale”) and the Hillsdale Department of Public Works (the “DPW”) Local 125 expired on December 31, 2014; and

WHEREAS, Hillsdale and the DPW have engaged in ongoing negotiations to discuss and agree upon the terms and conditions of a successor Agreement; and

WHEREAS, Hillsdale and the DPW have agreed upon the terms of a successor Agreement for the term January 1, 2015 through December 31, 2018, the terms of which are set forth in a Memorandum of Understanding; and

WHEREAS, Hillsdale wishes to memorialize its approval of the Collective Bargaining Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hillsdale that the Collective Bargaining Agreement between the Borough of Hillsdale and the Hillsdale Department of Public Works, Local #125 for the term January 1, 2015 through December 31, 2018, be approved; and

BE IT FURTHER RESOLVED that the Mayor, the Acting Borough Clerk and the Borough Labor Attorney are authorized to execute the Collective Bargaining Agreement and to take all appropriate actions so as to implement this Resolution.

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

Adopted: September 6, 2016

Attest: _____
Denise Kohan
Acting Municipal Clerk

Douglas E. Frank
Mayor