

The following is the 2016 list of meeting dates as approved by the Hillsdale Municipal Council at their regular meeting of December 8, 2015. Council meetings are held on the first and second Tuesday of each month at 7:30 pm, unless otherwise noted. Meetings are held in the Council Chambers of the Municipal Building, located at 380 Hillsdale Avenue, Hillsdale, New Jersey. There is the option to take action at every meeting.

2016 COUNCIL MEETINGS

January	3 rd Sine Die Meeting 12:30 p.m.
	3 rd Reorganization 1:00 p.m.
	19 th
February	2 nd
	9 th
March	1 st
	8 th
April	5 th
	12 th
May	3 rd
	10 th
June	8 th Wednesday
	14 th
July	5 th
August	9 th
September	6 th
	13 th
October	4 th
	18 th
November	1 st
	9 th Wednesday
December	6 th
	13 th

2016 Calendar

January 2016

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2016

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

March 2016

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2016

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2016

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2016

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2016

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2016

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2016

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2016

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2016

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2016

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**BOROUGH OF HILLSDALE
RESOLUTION 16011**

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Hillsdale Borough Council hereby award a contract to Mark D. Madaio as Borough Attorney through December 31, 2016 or until a successor is qualified or appointed.

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

Adopted: January 3, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

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

Approved by Council at the Reorganization Meeting of January 3, 2016

ARTICLE 1- THE BOROUGH COUNCIL

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

ARTICLE 2 - THE MAYOR

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 - THE BOROUGH CLERK

Section 1. The Borough Clerk shall perform all the duties required of him or her by law and by these rules.

Section 2. The Borough Clerk shall keep the minutes, recordings, and ordinance books properly and fully indexed, and shall perform all the duties usually devolving upon such officer and such special services as the Mayor and/or Council may require.

Section 3. The Borough Clerk shall be the Borough employee responsible for responding to all lawful requests under the New Jersey Open Public Records Act.

Section 4. The Borough Clerk shall be responsible for distributing all proposed ordinances to Council Members and the Mayor.

ARTICLE 4 - MEETINGS

Section 1. The Borough Council shall hold an annual meeting in accordance with the applicable state statute. The Borough Council shall hold such other meetings, or adjourned meetings, at such time and place as they may by resolution determine, but all regular meetings shall be held within the Borough.

Section 2. The Mayor shall, when necessary, call special meetings of the Borough Council. In case of the Mayor's neglect or refusal to do so, any four members of the Council may call such meeting at such time and place in the Borough as they may designate.

Section 3. At the annual meeting of the Council, the Council shall elect a President of the Council and fix the time and place for holding regular meetings during the ensuing year, which time and place shall not be changed except by the action of the Borough Council taken at a regular meeting.

Section 4. In case the date of the regular meeting of the Borough Council falls on a legal holiday or election day (except for a school board election), the Borough Council shall meet the weekday before the election or, next following weekday not a legal holiday or election day (except for a school board election).

Section 5. If the Borough Council at its annual meeting fails to elect a President of the Council, the Mayor shall appoint the President from the Council and in that case no confirmation by the Council shall be necessary.

Section 6. The only business which can be transacted at a special meeting is that for which the special meeting is called.

Section 7. The Clerk shall notify the Borough Council, in writing or by email through the Borough email addresses for each Council Member, of each special meeting, stating the subject, at least one day before the time fixed for holding same.

Section 8. The public shall be permitted to address the Borough Council at each meeting of the Borough Council during that portion of the meeting designated for public comment or at such other time as a majority of the Council may so designate. By a majority vote of Council, Council may limit the time for each person to speak or the time of the day that the opportunity for the public to address the Council shall end.

Section 9. All mail received by 2 P.M. on the Friday prior to any meeting shall be noted, received and filed

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

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

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

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

ARTICLE 5 - QUORUM

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

ARTICLE 6 - RULES OF ORDER

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

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

ARTICLE 7 - THE ORDER OF BUSINESS

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

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

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

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

ARTICLE 8 - COMMITTEES

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

ARTICLE 9 - COUNCIL REPRESENTATIVES

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

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

ARTICLE 10 - SPECIAL COMMITTEES

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

1. Social Media and Public Relations
2. Flood and Disaster (OEM)
3. Historic Preservation
4. Insurance Fund Commissioner
5. Insurance Liaison
6. Liaison to Government Agencies
7. Negotiation Committee
8. Ordinance Review Committee
9. Power & Energy

ARTICLE 11- DUTIES OF STANDING COMMITTEES

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

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

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

ARTICLE 12 — ORDINANCES

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

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

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

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

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

Section 6. If two-thirds of all the Council Members shall at the next meeting as aforesaid, or at any subsequent meeting to which they shall postpone such reconsideration, vote to pass the ordinance or the

vetoed part thereof over the veto of the Mayor said ordinance shall take effect.

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

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

Passed on the day of , 20__

Minute Book Page No.;

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

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

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

ARTICLE 13 - RESOLUTIONS RELATING TO FINANCES

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

ARTICLE 14 - BILLS, CLAIM OR VOUCHERS

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

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

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

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

ARTICLE 15 - AMENDMENTS AND ALTERATIONS TO BY-LAWS

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

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

ARTICLE 16 - SEAL

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

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

ARTICLE 17 - ADOPTION AND TERM

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

APPENDIX I

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

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

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

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

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

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

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

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

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

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

End of by laws.

BOROUGH OF HILLSDALE
RESOLUTION 16001

ESTABLISHING TEMPORARY BUDGET APPROPRIATIONS FOR 2016

WHEREAS, N.J.S. 40:4-19 provides that where contracts, commitments or payments are to be made prior to final adoption of the 2016 Budget, temporary appropriations should be made for the purposes and amounts required in the manner and time therein provided, and

WHEREAS, the date of this resolution is within the first thirty (30) days of January, 2016, and

WHEREAS, said total temporary appropriations are limited to 26.25% of the total appropriations in the 2015 Budget exclusive of any appropriations made for debt service, capital improvement fund and public assistance in the said 2015 Budget.

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

TEMPORARY BUDGET - MUNICIPAL OPERATIONS

ADMINISTRATIVE & EXECUTIVE S&W	12,457
ADMINISTRATIVE & EXECUTIVE O/E	10,894
PUBLIC INFORMATION	6,038
MAYOR & COUNCIL - S&W	11,813
MAYOR & COUNCIL - O/E	1,339
CLERKS OFFICE - S&W	30,287
CLERKS OFFICE - O/E	8,768
FINANCIAL ADMINISTRATION S&W	45,938
FINANCIAL ADMINISTRATION O/E	20,213
AUDIT SERVICES	7,350
TAX COLLECTION S&W	16,632
TAX COLLECTION O/E	3,115
ASSESSMENT OF TAXES S&W	8,169
ASSESSMENT OF TAXES O/E	3,938
LEGAL O/E	53,209
ENGINEERING O/E	18,506
ENVIRONMENTAL COMMISSION O/E	248
PLANNING BOARD O/E	3,859
ZONING SERVICES S&W	2,888

ZONING SERVICES O/E	5,099
UNIFORM CONSTRUCTION CODE S&W	35,539
UNIFORM CONSTRUCTION CODE O/E	10,634
GENERAL LIABILITY PREMIUMS	43,348
WORKERS' COMPENSATION	56,832
GROUP INSURANCE PLANS	341,146
UNEMPLOYMENT INSURANCE	4,725
POLICE S&W	652,779
POLICE DEPARTMENT O/E	36,449
OFFICE OF EMERGENCY MGMT S&W	525
OFFICE OF EMERGENCY MGMT O/E	1,378
FIRST AID ORGANIZATION O/E	7,055
FIRE DEPARTMENT - S&W	6,987
FIRE DEPARTMENT - O/E	70,101
FIRE PREVENTION S&W	16,734
FIRE PREVENTION O/E	2,927
PROSECUTOR S&W	3,019
ROAD REPAIRS & MAINTENANCE S&W	126,000
ROAD REPAIRS & MAINTENANCE O/E	44,363
GARBAGE & TRASH REMOVAL S&W	1,391
GARBAGE & TRASH O/E	187,058
RECYCLING O/E	42,263
BUILDINGS AND GROUNDS O/E	10,710
TRAIN STATION O&E	2,363
VEHICLE MAINTENANCE	21,998
NJPDES STORMWATER PERMIT S&W	20,475
NJPDES STORMWATER PERMIT O/E	788
BOARD OF HEALTH S&W	17,137
BOARD OF HEALTH O/E	16,984
BLOODBORNE PATHOGENS	263
ADMINISTRATION OF PUBLIC ASSISTANCE S&W	3,836
RECREATION SERVICES AND PROGRAMS S&W	4,177
RECREATION SERVICES AND PROGRAMS O/E	1,641
SENIOR CITIZENS SERVICES S&W	6,426
SENIOR CITIZENS SERVICES - O/E	3,793

PARKS AND PLAYGROUNDS S&W	35,518
PARKS & PLAYGROUNDS O/E	16,170
MAINTENANCE OF FREE PUBLIC LIBRARY	166,536
CELEBRATION OF PUBLIC EVENTS O/E	1,523
UTILITY EXPENSES & BULK PURCHASES	-
GAS & ELECTRIC	66,465
TELEPHONES	13,784
WATER	8,374
BERGEN COUNTY UTILITIES AUTHORITY O/E	247,952
GASOLINE	23,100
RECYCLING TAX	2,625
CONTINGENT	13,125
PUBLIC EMPLOYEES RETIREMENT SYSTEM	210,000
SOCIAL SECURITY TAXES	47,250
DCRP	2,363
POLICE & FIREMAN'S RETIREMENT	136,437
PISTOL RANGE	585
MUNICIPAL COURT S&W	18,900
MUNICIPAL COURT O/E	6,563
PUBLIC DEFENDER - S&W	1,103
CAPITAL IMPROVEMENT FUND	26,250
BOND PRINCIPAL	420,000
BOND INTEREST	72,738
INTEREST OF NOTES	12,716
Total	3,622,668

TEMPORARY BUDGET - STONYBROOK

STONYBROOK S&W	80,063
STONYBROOK O/E	98,963
CAPITAL OUTLAY	13,125
BOND PRINCIPAL PAYMENTS	65,000
BOND INTEREST PAYMENTS	10,781
Total	267,931

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

Adopted: January 3, 2016

Attest: _____

Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

BOROUGH OF HILLSDALE
RESOLUTION 16002

RATE OF INTEREST ON DELINQUENT TAXES

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

BE IT FURTHER RESOLVED, that a six (6) percent penalty shall be levied on all delinquencies, including interest thereon, in excess of \$10,000 after December 31, 2016

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

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

Adopted: January 3, 2016

Attest: _____

Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

BOROUGH OF HILLSDALE
RESOLUTION 16003

DESIGNATION OF OFFICIAL DEPOSITORIES AND SIGNATURES

BE IT RESOLVED, by the Borough Council of the Borough of Hillsdale, in the County of Bergen and State of New Jersey, that the following banks be and they are hereby designated as the official depositories of the Borough of Hillsdale for the fiscal year of 2016: Bank of America, Capital One Bank, Chase Manhattan, Citi Bank, Hudson United Bank, TD Bank, Oritani Bank, Pascack Community Bank, Valley National Bank, and NVE Bank.

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

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

Adopted: January 3, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16004**

ESTABLISHMENT AND OPERATION OF PETTY CASH FUNDS

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

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

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

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

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

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

Adopted: January 3, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

BOROUGH OF HILLSDALE
RESOLUTION 16005

DESIGNATING OFFICIAL TAX SEARCH OFFICER

BE IT RESOLVED, by the Borough Council of the Borough of Hillsdale, that Candace Schaefer, Tax Collector, being a duly bonded Official of the Municipality, be and she is hereby designated as Official Tax Search Officer (N.J.S.A. 54:5-11) of the Borough of Hillsdale for the year 2016.

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

Adopted: January 3, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

BOROUGH OF HILLSDALE
RESOLUTION 16006

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

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

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

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

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

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

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

Adopted: January 3, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16007**

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. is 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 Michael Kaufmann, CFO 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, Doug							

Adopted: January 3, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

BOROUGH OF HILLSDALE
RESOLUTION 16008

DESIGNATE OFFICIAL NEWSPAPERS

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

The Ridgewood News
The Record
Star Ledger
Community Life
Pascack Press

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

Adopted: January 3, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16009**

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

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

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

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

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

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

Adopted: January 3, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16010**

ESTABLISH CHANGE FUND

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

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

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

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

Adopted: January 3, 2015

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16012**

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

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

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

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

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

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

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

BE IT RESOLVED THAT, the Mayor and Borough Clerk are authorized to execute such contract with Garbarini & Co. P.C. at an estimated fee of \$50,100. for audit services for the Borough and Swimming Pool Utility; plus fees for additional engagements if needed as set forth in the engagement letter dated October 28, 2015; and

NOW, THEREFORE, BE IT RESOLVED, that the Hillsdale Borough Council hereby award a contract to the firm of Garbarini & Co. P.C. through December 31, 2016 or until a successor is qualified or appointed.

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

Adopted: January 3, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16013**

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

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

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

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

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

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

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

BE IT RESOLVED THAT, the Mayor and Borough Clerk are authorized to execute such contract with McNerney & Associates, Inc., rates per their proposal of November 17, 2015; and

NOW, THEREFORE, BE IT RESOLVED, that the Hillsdale Borough Council hereby award a contract to the firm of McNerney & Associates, Inc. through December 31, 2016 or until a successor is qualified or appointed.

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

Adopted: January 3, 2016

Attest: _____

Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16014**

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

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

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

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

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

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

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

BE IT RESOLVED THAT, the Mayor and Borough Clerk are authorized to execute such contract with Burton Agency Inc., at the rate of 6% of the Borough’s JIF/MEL assessment, rate set by JIF per the proposal of December 1, 2015; and

NOW, THEREFORE, BE IT RESOLVED, that the Hillsdale Borough Council hereby award a contract to the firm of Burton Agency Inc. through December 31, 2016 or until a successor is qualified or appointed.

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

Adopted: January 3, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16015**

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

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

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

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

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

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

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

BE IT RESOLVED THAT, the Mayor and Borough Clerk are authorized to execute such contract with Morrison Mahoney LLP at the rate of \$115.00 per hour and

NOW, THEREFORE, BE IT RESOLVED, that the Hillsdale Borough Council hereby award a contract to the firm of Morrison Mahoney LLP through December 31, 2016 or until a successor is qualified or appointed.

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

Adopted: January 3, 2016

Attest:

Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16016**

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Hillsdale Borough Council hereby award a contract to Ryan L. Franco, Morrison Mahoney LLP through December 31, 2016 or until a successor is qualified or appointed.

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

Adopted: January 3, 2016

Attest:

Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16017**

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

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

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

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

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

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

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

BE IT RESOLVED THAT, the Mayor and Borough Clerk are authorized to execute such contract with Rogut McCarthy LLC as per the proposal of November 9, 2015.

NOW, THEREFORE, BE IT RESOLVED, that the Hillsdale Borough Council hereby award a contract to Rogut McCarthy LLC as Municipal Bond Counsel through December 31, 2016 or until a successor is qualified or appointed.

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

Adopted: January 3, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16018**

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Hillsdale Borough Council hereby award a contract to Dennis Harraka as Borough Prosecutor through December 31, 2016 or until a successor is qualified or appointed.

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

Adopted: January 3, 2016

Attest:

Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16019**

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

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

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

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

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

WHEREAS, the Borough Council has determined that Chris Statile, 3 Fir court, Oakland, NJ 07436 will be the most advantageous to the Borough; and

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

BE IT RESOLVED THAT, the Mayor and Borough Clerk are authorized to execute such contract with Christopher Statile as per the proposal of December 2, 2015.

NOW, THEREFORE, BE IT RESOLVED, that the Hillsdale Borough Council hereby award a contract to Christopher Statile as Borough Engineer, year three of a three year term through December 31, 2018 or until a successor is qualified or appointed.

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

Adopted: January 3, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16020**

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

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

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

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

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

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

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

BE IT RESOLVED THAT, the Mayor and Borough Clerk are authorized to execute such contract with Maser Consulting, P.A. at the rate of per their proposal of December 1, 2015.

NOW, THEREFORE, BE IT RESOLVED, that the Hillsdale Borough Council hereby award a contract to Maser Consulting, P.A. as Borough Planner through December 31, 2016 or until a successor is qualified or appointed.

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

Adopted: January 3, 2016

Attest:

Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16021**

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Hillsdale Borough Council hereby award a contract to Wiss & Bouregy, P.C as Borough Labor Attorney through December 31, 2016 or until a successor is qualified or appointed.

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

Adopted: January 3, 2016

Attest:

Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16022**

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Hillsdale Borough Council hereby award a contract to as Matthew C. Moench as Alternate Borough Prosecutor through December 31, 2016 or until a successor is qualified or appointed.

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

Adopted: January 3, 2016

Attest:

Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

**BOROUGH OF HILLSDALE
RESOLUTION 16023**

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

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

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

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

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

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

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

BE IT RESOLVED THAT, the Mayor and Borough Clerk are authorized to execute such contract with Jeffrey Steinfeld, and

NOW, THEREFORE, BE IT RESOLVED, that the Hillsdale Borough Council hereby award a contract to Jeffrey Steinfeld through December 31, 2016 or until a successor is qualified or appointed.

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

Adopted: January 3, 2016

Attest:

Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

BOROUGH OF HILLSDALE
RESOLUTION 16024

APPROVAL OF JIF/MEL RISK MANAGEMENT AGREEMENT

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Borough of Hillsdale does hereby appoint Burton Agency Inc. 44 Bergen Street, P.O. Box 270, Westwood, NJ 07675 in accordance with the Fund's bylaws for the period of January 1, 2016 through January 1, 2017; and

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

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

Adopted: January 3, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

BOROUGH OF HILLSDALE
RESOLUTION 16025

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

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

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

WHEREAS, the term of aforesaid contract shall be from January 1, 2016 through December 31, 2016; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized to enter into an agreement with Valley Health System for the 2016 CDL Random Drug and Alcohol Program.

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

Adopted: January 3, 2016 .

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

December 1, 2015

15 Essex Road, Suite 506
Paramus, NJ 07652
201-291-6120
1-800-637-1136
201-291-6092 fax
www.WorkPlaceConnection.com

Mr. Donny Russell
Hillsdale, Borough of
380 Hillsdale Ave.
Hillsdale, NJ 07642

Dear Employer,

Attached you will find our Drug and Alcohol Testing Agreement for your municipality, which is effective January 1, 2016 – December 31, 2016.

Please complete the contact information on page 8 and sign and date on page 9. Return entire agreement to us by **January 4, 2016** at the above address, Attn: Paul Gresko.

Thank you again for the opportunity to work with you.

If you have any questions, please feel free to call me at 201-291-6047.

Sincerely,



Paul Gresko
Director,
Occupational Health Services

PG/nh
encl.

AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This AGREEMENT is made between Valley Medical Group (VMG) ("PROVIDER"), a professional Company having its principal place of business at 15 Essex Road, Suite 506, Paramus, New Jersey 07652, and Hillsdale, Borough of ("MUNICIPALITY"), a Municipality having its address at 380 Hillsdale Ave., Hillsdale, NJ 07642 on this date of January 1, 2016, which shall hereinafter be referred to as the execution date of this Agreement.

WHEREAS:

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

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

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

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

SCOPE OF SERVICES

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

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

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

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

The following services are included in the per driver fee:

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

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

PROVIDER RESPONSIBILITIES

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

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

FIVE YEARS

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

TWO YEARS

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

ONE YEAR

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

Other (specify)

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

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

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

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

MUNICIPALITY RESPONSIBILITIES

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

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

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

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

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

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

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

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

ASSIGNED RESPONSIBILITIES

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

Selection/provision of alcohol testing services	MUNICIPALITY _____	PROVIDER <u> X </u>	NOT APPLICABLE _____
Selection/provision of drug testing collections	MUNICIPALITY _____	PROVIDER <u> X </u>	NOT APPLICABLE _____
Selection/provision of drug testing laboratory services	MUNICIPALITY _____	PROVIDER <u> X </u>	NOT APPLICABLE _____
Random selection for drug and/or alcohol testing	MUNICIPALITY _____	PROVIDER <u> X </u>	NOT APPLICABLE _____
Other (specify): _____	MUNICIPALITY _____	PROVIDER _____	NOT APPLICABLE _____
Other (specify): _____	MUNICIPALITY _____	PROVIDER _____	NOT APPLICABLE _____

Additional:

FEES AND PAYMENT

Fees

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

FEE CHANGES

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

SIGNIFICANT CHANGES IN SERVICES PROVIDED

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

PAYMENT

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

GENERAL TERMS AND CONDITIONS

TERM

The term of this Agreement shall be for a period of one (1) year commencing on January 1, 2016, and terminating on December 31, 2016. The responsibilities and obligations and liabilities shall survive the term of this Agreement.

INDEPENDENT CONTRACTORS

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

RESPONSIBILITY FOR MUNICIPALITY POLICY AND PROGRAM

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

SEVERABILITY

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

FORCE MAJEURE

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

WAIVER

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

INDEMNIFICATION

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

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

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

GOVERNING LAW

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

ENTIRE AGREEMENT

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

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

JEOPARDY

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

NON-DISCRIMINATION

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

NOTICE

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

If to the VMG:

With a copy to:

Paul Gresko
Director, OHS

Robin Goldfisher
VP, Legal Affairs

If to MUNICIPALITY :

With a copy to:

AMENDMENTS

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

BINDING EFFECT: ASSIGNMENT

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

HEADINGS

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

FURTHER ASSURANCES

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

SURVIVAL

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

INSURANCE:

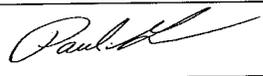
- A. **PROVIDER INSURANCE:** PROVIDER shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million/\$3 million insuring PROVIDER against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

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

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

PROVIDER: VMG

MUNICIPALITY: Hillsdale, Borough of

By: 

By: _____

Title: Director, OHS

Title: _____

Date: December 1, 2015

Date: _____

FEE SCHEDULE

BUNDLED PRICES FOR SERVICES

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

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

MUNICIPALITY agrees to pay PROVIDER \$ 100.00 per DOT physical

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

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

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

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

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

Above Fee to include:

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

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

Amendment A

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT

NON-DISCRIMINATION

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

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

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

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

BOROUGH OF HILLSDALE
RESOLUTION 16026

**AWARD AND EXECUTION OF CONTRACT FOR
ANIMAL CONTROL SERVICES**

WHEREAS, the Borough of Hillsdale received two (2) quotes for animal services for the year 2016: and

WHEREAS, the Borough Administrator reviewed and evaluated both said quotes; and recommends an award of contract to:

Tyco Animal Control Service
1 Stout Lane
Ho-Ho-Kus, New Jersey 07423

In the amount of \$12,480.00 for the period of January 1, 2016 through December 31, 2016.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor be authorized to execute said contract between the Borough of Hillsdale and Tyco Animal Control Services.

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

Adopted: January 3, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor

TYCO ANIMAL CONTROL SERVICE
*Dependable Professional Animal Control,
We are always there when you need us!*

*1 Stout Lane
Ho-Ho-Kus, NJ 07423
Phone 201-652-4554*

Contract of Services for Borough of Hillsdale

Contact: Carol A. Tyler
Licensed Animal Control Officer

This is a contract between the Borough of Hillsdale and Tyco Animal Control for animal control services for the sum of \$12,480.00 per annum to be paid monthly, effective January 1, 2016. This price will remain in effect through December 31, 2016.

Hours of regular services as provided for herein will be Monday through Friday 8:00 am to 7:00 PM inclusive. Any calls responded to outside of these hours or on any national holiday shall be considered an emergency as described below in statement number five.

SERVICES TO BE PROVIDED:

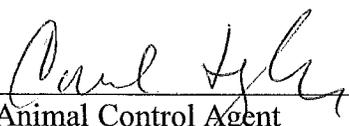
1. The impounding of any animal deemed to be stray. The only animals to be impounded will be those taken by the animal control officer.
2. The impounding of any owned animal without a current registration tag on its collar.
3. Dependable and quick response to calls from the police department or other municipal official to rescue and remove sick, dangerous, diseased, or injured wildlife.
4. Render a monthly written report of animal control activities in the community.
5. Respond to emergency calls. These shall involve animals on public property that represent a life-threatening hazard to the animal and/or the general public. A call shall be deemed an emergency between the hours of 7:00 PM and 8:00am Monday through Thursday and from 7:00pm Friday to 8:00am Monday. Responses during these hours will result in a charge of \$60.00 per call.
6. Supervision of humane trapping of wild and stray animals on public property with no additional fee. In the event that animals must be trapped on private property and additional fee of \$60.00 trap rental and \$60.00 service and removal fee payable in advance shall be born by the owner of the property. Trapping services are available Monday through Friday. There will be no trapping on weekends.
7. Removal of visible wildlife from private homes will be available at a fee of \$60.00 payable by the homeowner.
8. Dead animals on public streets will be removed and disposed of in a professional, dependable, and timely manner during regular business hours up to 4:00 PM for no additional charge. This does not include owned or licensed animals that have been killed on public property. The cost for this removal shall be the responsibility of the owner. The

Borough Administrator or Borough Clerk will designate a location in the Borough for the disposal of the deceased animals picked up by the animal control officer.

9. All licensed animals impounded from public property will be held, owners contacted, and animals returned. Municipal fees or fines will be collected from the owners and forwarded to the proper agency in the Borough.
10. The Borough shall provide a list of all licensed animals.
11. There will be no provision for Tyco's facility to accept unwanted animals from owners. The only animals to be impounded at our facility will be those actually caught by the animal control officer.
12. Rabies suspect specimens will be prepared at no additional cost, and transported to the East Orange State Health Lab when necessary. If a situation arises when the specimen has to be taken to Trenton, a private courier service will be used. In the case of a bite to a human it is the responsibility of that individual to assume the cost for transport. In other situations, the municipality is responsible for the charges of transportation to Trenton. (Currently about \$180.00)
13. Either Party may terminate this contract for any reason upon 60 days written notice to the non-terminating or other party.
14. Assist the Borough Clerk with licensing follow up, issue summons and appear in court on behalf of the Borough at no extra cost to the Borough.

Borough of Hillsdale

Date



Tyco Animal Control Agent

Date

Witness

Date

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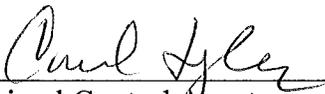
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14. Assist the Borough Clerk with licensing follow up, issue summons and appear in court on behalf of the Borough at no extra cost to the Borough.

Borough of Hillsdale

Date



Tyco Animal Control Agent

Date

Witness

Date

**BOROUGH OF HILLSDALE
RESOLUTION 16027**

**APPROVE THE FOLLOWING TO BE INCLUDED IN THE
BOROUGH OF HILLSDALE INSURANCE PROGRAM**

BE IT RESOLVED that the following list, by class be included in the insurance program for the Borough of Hillsdale as Quasi Entities:

- QUASI I: Hillsdale Public Safety Associations and Auxiliaries
- QUASI II: Hillsdale Volunteer Ambulance Corps and Fire Department
- QUASI IV: Hillsdale Baseball & Softball Association
Hillsdale Football Association
Hillsdale Soccer Association
Hillsdale Hoops Association

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

Adopted: January 3, 2016

Attest: _____
Denise Kohan
Deputy Municipal Clerk

Doug Frank
Mayor