



**ENGINEER'S REPORT  
BOROUGH OF HILLSDALE  
OCTOBER 6, 2015  
DATE OF REPORT: September 29, 2015**

Joseph E. Neglia, PE, PP, PLS  
CEO, Chairman of the Board

Michael J. Neglia, PE, PP, PLS  
President

Gregory Polyniak, PE, PP

Michael F. Berliner

Thomas R. Solfaro, PE, CME

Daniel Kaufman, PE, PP

Brian Intindola, PE

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Municipal Engineering

Landscape Architecture

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Planning

Land Surveying

Construction Management

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**1. FUNDING / GRANTING OPPORTUNITIES (YEAR 2015-2016)**

Per the request of the Borough, Neglia Engineering Associates has researched funding / grant application programs available to the Borough based on the current assets and infrastructure to-date. A list of the potential applications available to the Borough and the anticipated submission dates, as revised, are provided below for review and consideration for planned improvements within the community.

FUNDING / GRANT PROGRAM SUBMISSION DATES	
Fund / Grant Name	Anticipated Submission Date
<u>Federal</u>	
Safe Routes to Schools (SRTS)	To Be Determined
Community Development Block Grant (CDBG)	October 9, 2015
Hazard Mitigation Assistance (HMA)	
Hazard Mitigation Grant Program (HMGP)	After Major Disaster
Pre-Disaster Mitigation (PDM)	To Be Determined
Flood Mitigation Assistance (FMA)	To Be Determined
Public Assistance (PA)	After Disaster & State of Emergency Declared
<u>State</u>	
Municipal Aid - 2016	October 20, 2015
County Aid	To Be Determined
Local Aid Infrastructure (LAIF - Discretionary Funding)	Submitted on August 11, 2015
Bikeways	October 20, 2015
Safe Streets to Transit (SSTT)	October 20, 2015
Transit Village	October 20, 2015
Local Bridges, Future Needs	To Be Determined
Green Acres / Blue Acres Funding	To Be Determined
<u>County</u>	
Open Space, Recreation, Farmland & Historic Preservation	Submitted August 28, 2015
Municipal Park Improvement	No submittal
200 Club Funding	Quarterly

**2. ITEMIZED LIST AND STATUS OF SUBMITTED GRANTS (YR 2014-15)**

Per the request of the Borough, Neglia Engineering Associates prepared an itemized list of grant applications that this office prepared and submitted to regulatory agencies for consideration in the year 2014-2015. They are as follows:

ITEMIZED LIST AND STATUS OF SUBMITTED GRANTS			
Grant	Date Submitted	Anticipated Decision	Review Status
Bergen County Historic Preservation Trust Fund 2014 - Hillsdale Train Station <sup>(1)</sup>	10/31/2014	9/16/2015	Approved <sup>(1)</sup>
Bergen County Community Development Block Grant FY 2015 - Hillsdale Train Station ADA Restroom	12/4/2014	8/25/2015	Approved <sup>(2)</sup>
<sup>(1)</sup> County of Bergen Award letter dated September 16, 2015.			
<sup>(2)</sup> County of Bergen Award letter dated August 25, 2015.			



3. **NJDOT MUNICIPAL AID GRANT (SADDLEWOOD DRIVE) & NJDOT DISCRETIONARY AID GRANT (KENT ROAD AND BAYLOR AVENUE)**

The NJDOT Discretionary Aid application funding for Kent Road and Baylor Avenue improvements were awarded in the amount of \$250,000 in March 2014. Per correspondence received from the NJDOT, the NJDOT Local Aid Infrastructure Fund application funding for the Saddlewood Drive improvements was awarded in the amount of \$149,000 in May 2014.

The additional available paving from 300 feet west of Forest Drive to the intersection with Ramapo Lane on Saddlewood Drive has been completed based upon available grant funding. On September 29, 2015 NEA received the final asphalt testing results. At this time, NJDOT final inspection, municipal closeout, and NJDOT closeout will follow.

4. **HILLSDALE MUNICIPAL LANDFILL – METHANE GAS SURVEY & GROUNDWATER MONITORING (YEAR 2015)**

Neglia Engineering Associates solicited firms for the semi-annual groundwater monitoring and the quarterly methane study and received two bids for the methane gas survey. Subsequently our office submitted a recommendation letter to the Borough on December 1, 2014, recommending that the Borough authorize Partner Engineering and Science, Inc. to perform the methane gas survey for a total bid of \$10,600 which represents the Base Bid (January 2015 testing for \$2,800) and the Alternate Bid (April 2015, July 2015 and October 2015 testing for \$7,800).

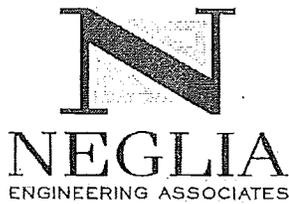
Neglia Engineering Associates received two bids for groundwater monitoring services. Subsequently our office submitted a recommendation letter to the Borough on December 1, 2014, recommending that the Borough authorize Aqua Pro-Tech Laboratories to perform the groundwater monitoring services for a total bid of \$6,858.50 which represents the Base Bid (January 2015 testing for \$3,723.50) and the Alternate Bid (July 2015 testing for \$3,155.00). Both the methane and groundwater testing quotes were awarded at the January 20, 2015 Mayor and Council meeting.

Methane and groundwater testing occurred in July 2015 as part of the Alternate Bid of \$3,155.00 that was awarded to Aqua Pro-Tech Laboratories. The sampling was conducted on July 23, 2015 and the results were submitted to NJDEP (Mr. Michael Gerchman) on August 11, 2015.

Our office received the 2015, 3<sup>rd</sup> quarter methane gas migration survey report prepared by Partner Engineering on July 16, 2015 and forwarded the same to NJDEP and the Borough to satisfy the Year 2015 Quarterly Methane Monitoring Requirements. Due to a potential anomaly identified in the report, our office requested a change order proposal for re-testing of the area in question. This change order was forwarded to the Borough on July 16, 2015 and adopted under Resolution #15172. The supplemental testing occurred on August 31, 2015 and a corresponding report, dated September 1, 2015, was prepared by Partner Engineering and submitted to our office. The report was forward to NJDEP on September 3, 2015.

5. **HILLSDALE MUNICIPAL LANDFILL**

On February 12, 2015, the Borough of Hillsdale (Sue Witkowski, Borough Administrator; Donald Russell, Borough DPW Superintendent) and Neglia Engineering Associates (Gregory Polyniak) attended a meeting with NJDEP Solid Waste Permitting and NJDEP Enforcement. At the meeting, the NJDEP reviewed the site and explained the items that needed to occur and items that needed to be provided to be



incompliance with the NJDEP Landfill Closure Approval. On February 27, 2015 Neglia Engineering Associates issued an NJDEP Compliance Item List and Schedule to the NJDEP.

Neglia Engineering Associates issued a status update email on March 31, 2015 as it related to the NJDEP Compliant Item List and Schedule. Neglia Engineering Associates received an enforcement letter in the mail pertaining to the landfill as it related to our February 12, 2015 NJDEP Enforcement Meeting on April 27, 2015. Mr. Gandhi stated that the Borough should not be concerned as long as it is following the previously issued action item schedule for the landfill. Mr. Gandhi noted that he has been receiving the individual items upon completion. He is aware that the Borough is attempting to satisfy the individual compliance items.

The following item has been completed within the last month to address the NJDEP Compliant Item List and Schedule:

- Item #16 - Address vermin / animal holes in slope with cap / soil material. (No vermin holes were found per the DPW)

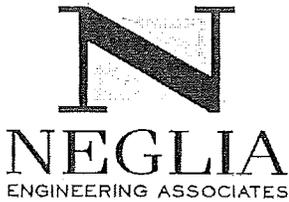
In addition to the items addressed, there are other open items that need to be addressed in the coming months that have not been addressed to date and that required attention through October 2015. As these items are completed, the Borough must inform NEA, to permit our office to inform NJDEP Enforcement. It shall be noted that the outstanding items must be completed or potential NJDEP Enforcement Action will occur. Below is a list of outstanding & on-going maintenance items:

- Item #1 - Maintain Field Methane Alarm System. (To be installed)
- Item #2 - Maintain Leachate Manhole Functionality. (On-going maintenance)
- Item #3 - Provide Photographs Illustrating Methane Alarm System Functionality. (Pictures to be taken upon installation completion)
- Item #15 - Address all erosion areas, slope issues, etc. after mowing and maintaining slope. (On-going maintenance)
- Items #20 - Address and maintain the existing field surface to address settling and ponding.
- Item #21 - Prepare and provide before and after pictures for any maintenance activities.
- Item #22 - Address slope erosion on eastern slope. (On-going maintenance)

The Borough of Hillsdale shall note that some items that were excluded from the list above require on-going maintenance and monitoring. This work is on-going and shall be tracked for compliance purposes. A proposal was submitted to the Borough of Hillsdale on August 3, 2015 for the Quarterly NJDEP Air Permit Sampling, Analysis and Reporting by First Environment in the amount of \$2,800 for review and authorization by the Borough.

#### 6. HILLSDALE CENTENNIAL FIELD GAS SENSORS

Neglia Engineering Associates in conjunction with the Borough DPW Superintendent, has inspected the field methane sensor system and alarm equipment box. Neglia Engineering Associates submitted quote solicitations to prospective contractors to furnish and install gas sensors at Centennial Field. Neglia Engineering Associates prepared and submitted a recommendation letter on June 3, 2015 to authorize Quality Electrical Construction Company to perform the said work pertaining to furnishing & installing



methane sensors at Centennial Field with the associated required electrical components as outlined within the bid solicitation.

The Borough of Hillsdale, through Resolution #15137 awarded and adopted a Non-Fair and Open Contract for Electrical Services to Quality Electrical Const. Co. on June 9, 2015 in the amount of \$35,347.00. A pre-construction meeting was conducted on July 30, 2015. The anticipated lead time for the specified sensors is nine (9) weeks. The contractor will begin re-wiring of the field sensors the week of October 9, 2015 with installation of sensors to follow.

7. **HILLSDALE CENTENNIAL BUILDING METHANE SENSORS**

Partner Engineering and Science, Inc. submitted a Landfill Gas Migration Report for the Hillsdale Municipal Landfill at Centennial Field on December 2, 2014. Based upon the report conclusions, Partner Engineering found the presence of elevated concentrations of methane at the field house. In addition, Partner Engineering noted that automatic methane gas sensors should be installed with an audible alarm. As per the direction of the Governing Body, Neglia Engineering Associates prepared an engineer's estimate for the installation of sensors with audible alarm, strobe alarm, and an autodial to the police department. The estimate was submitted to the Borough on December 19, 2014 for consideration.

Per direction from the Mayor and Council at the January 20, 2015 Mayor and Council meeting, Neglia Engineering Associates prepared and submitted solicitations for the installation of automatic methane gas sensors with audible alarm, strobe alarm, and an autodial to the police department. A letter of recommendation to authorize Quality Electrical Construction, Company was submitted on February 24, 2015.

The Borough of Hillsdale, through Resolution #15094 awarded and adopted a Non-Fair and Open Contract for Electrical Services to Quality Electrical Const. Co. on April 14, 2015 in the amount of \$31,814.00. The new equipment installation was completed on August 3, 2015. A training session was conducted by the contractor on September 24, 2015. The contractor was directed to utilize the police desk phone number as the contact for the auto-dialer.

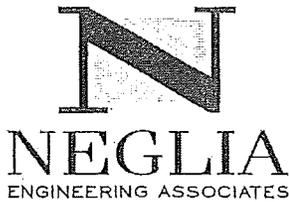
8. **HILLSDALE RAILROAD STATION PROJECT (BERGEN COUNTY HISTORIC PRESERVATION TRUST FUND 2014)**

Per the direction of the Governing Body, Neglia Engineering Associates submitted a Declaration of Intent to Apply on August 1, 2014 for improvements to the Hillsdale Railroad Station located at Broadway and Hillsdale Avenue. Neglia Engineering Associates submitted an application to Bergen County Open Space on October 31, 2014 with the required signature from NJ Transit on November 21, 2014.

In accordance with N.J.S.A. 40:12-15.3(d), the County of Bergen proposes to allocate \$100,000 to the Borough of Hillsdale Railroad Station Roof Repairs from the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund for the Trust Fund's 2014 County Program. The County of Bergen, mailed an award letter, along with a resolution and grant agreement to the Borough on September 16, 2015.

9. **BERGEN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT – HILLSDALE TRAIN STATION RESTROOM**

Neglia Engineering Associates identified the availability of a Bergen County Community Development



Block Grant in October 2014. The Borough identified a need for ADA restroom accessibility improvements within the Hillsdale Railroad Station located at Broadway and Hillsdale Avenue in November 2014.

An endorsing resolution was submitted to the Borough for adoption during the December 2, 2014 Mayor and Council Meeting. Based upon the Borough's direction, Neglia Engineering Associates prepared documents and submitted an application on December 2, 2014 in pursuit of grant funding for ADA restroom accessibility improvements within the Hillsdale Railroad Station located at Broadway and Hillsdale Avenue. The County of Bergen, mailed an award letter, in the amount of \$49,800 to the Borough on August 25, 2015.

#### **10. HILLSDALE LIBRARY ELEVATOR**

Our office was informed in late November 2014 that the existing elevator at the Hillsdale Public Library was not functioning. Our office worked with the Library to acquire elevator contractor quotes.

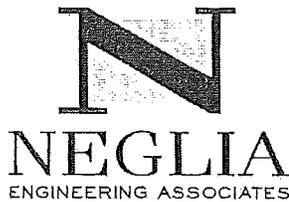
On January 20, 2015, Neglia Engineering Associates submitted to the Borough a multi-phased approach to address the damaged elevator. On March 25, 2015, Neglia Engineering Associates provided inspection services related to Phase I of the Hillsdale Library Elevator Repair as previously identified. This work was completed by the contractor on March 26, 2015. It appeared that the hydraulic fluid leak from the corroded shaft liner was contained within the sump pump pit. Fluid did not appear to enter the subsurface. Neglia Engineering Associates performed a dye test to determine the ultimate sump pump discharge connection point. The dye test determined that the sump pump discharge is to the Pascack Brook, but there was no evidence of fluid discharge to the Brook. In addition, it was determined that the existing sump discharge had a mechanical block to ensure the hydraulic fluid was not discharged.

In anticipation that Phase II could be eliminated, Neglia Engineering Associates had solicited quotes from elevator repair firms to address the remaining elevator repair. A recommendation letter was submitted to the Borough on April 14, 2015 recommending that the Borough authorize ThyssenKrupp Elevator Americas to perform the said work pertaining to the Borough Library Elevator Repair as listed within the quotation. The Borough approved Resolution (R 15121) to award the contract to ThyssenKrupp Elevator America in the amount not to exceed \$34,744.00 at the May 12, 2015 Mayor and Council meeting. The elevator repairs have been completed and the State inspector provided final approval on September 2, 2015 as confirmed by the Public Library Director.

#### **11. DRAINAGE ISSUES AT 271 WIERIMUS ROAD**

Neglia Engineering Associates met with the DPW on Friday, May 15, 2015 to inspect the storm main and associated erosion at 271 Wierimus Road. Based upon our on-site inspection and continued investigation, it appeared that the existing storm main conveyed stormwater from Craig Road, Alpine Terrace, View Terrace, Horizon Terrace. The stormwater system traveled through an existing twenty foot wide easement located on Block 202, Lots 2, 18.02, 19, 21, 22, 29, 30 and 33 in the Borough. Ultimately, the system discharged flow into the Wierimus Road storm sewer system.

The specific area of concern appeared to be located between Horizon Terrace to Wierimus Road within Lot 2 and Lot 18. At this location, it appeared that the existing corrugated metal storm pipe had eroded and had begun to exhibit failure.



Prior to our office preparing a proposal for professional services, we recommended that the following tasks occur:

A. Title Report Review

Per the Borough Tax Map, the existing drainage system was located within a twenty foot easement. The first task was to determine the responsibility and terms of this said easement. Neglia Engineering Associates received documentation in the form of a Deed on June 29, 2015. The Deed reflected a water easement that was not applicable to the area in question. We informed the Borough at the July 7, 2015 Mayor and Council that additional information gathering would be required to confirm ownership of the easement. Based upon review of available Deeds on the Bergen Register, the Register did not offer any confirmation of ownership of the easement in question. Further review will be required by the Borough to determine if the Developer's Agreement requires the property owner's to maintain this drainage system. We await response from the Borough.

B. Clean and Televis the Storm Sewer System

If the additional review states that the easement's responsibility is the Borough of Hillsdale, the Borough would clean and televise the storm sewer to determine the limits of potential repair / improvement. We requested that a copy of the CDROM be provided for our review once acquired. To limit the Borough's potential expenditure, the Borough may wish to explore a joint service agreement with another municipality to perform the services. If not, we would recommend that the Borough solicit firms to complete this task. We could prepare and provide the solicitation if directed to do so. After the review of the video, we would understand the project limits.

Once these two tasks are completed, Neglia Engineering Associates would have information to prepare a proposal to design the necessary improvements.

12. PSE&G ENERGY STRONG

Neglia Engineering Associates met with PSE&G and Borough representatives to discuss the Energy Strong improvement plans with the Borough of Hillsdale. The proposed improvements will take place in Summer 2015 and will consist of repair / reconstruction of a 24 inch electrical main. Some work will take place on Sundays, with an approved outage between September and December 31, 2015 for a period of 7 days. The anticipated project completion is approximately March 2016.

The proposed electrical work, within the Borough of Hillsdale, will be conducted within manhole number 10 which is located along the frontage of the Riccardi Paint Shop on Railroad Avenue. Improvements within the manhole are scheduled between 7 p.m. to 7 a.m. Other activities will have a duration of 2 to 3 days. Work within Hillsdale is scheduled for the second week of September. Additional work is scheduled from Kinderkamack Road and Broadway in Westwood. This work consists of closing one lane within Broadway in the vicinity of Westwood Plaza for improvements to manhole number 9. PSE&G will provide 1 week notices with door hangers to notify businesses. Material will be provided to the Borough of Hillsdale to insert into the municipal website.

Neglia Engineering Associates and Borough Representatives met with PSE&G on June 3, 2015 to discuss the affected roadway system and proposed mitigation stemming from the Energy Strong program. Neglia Engineering Associates concluded the inspection on June 23, 2015 to identify the quality of the roadway system. PSE&G prepared a list with the proposed mitigation measures and Neglia Engineering Associates



has reviewed the same and either agreed with the recommendations by PSE&G or recommended additional measures based upon field conditions. PSE&G has completed milling and paving operations related to the Energy Strong program within the Borough.

### **13. ROAD PROGRAM 2015**

We understand that the Borough of Hillsdale intends to appropriate approximately \$452,000 for the 2015 Road program. Per the requirement of the Governing Body at the March 3, 2015 Mayor and Council Meeting, Neglia Engineering Associates prepared an initial, preliminary estimate for roadway improvements for all municipal roadways within the Borough of Hillsdale. The estimate illustrated an approximate overall budget of \$46.5 million to address the 44.4 miles of municipal roadway. This estimate was issued to the Borough of March 9, 2015.

Subsequently, per the Borough's request, Neglia Engineering prepared engineering estimates for municipal roadways selected by the Borough. The roadways and their engineer's estimate's budgets were issued on March 24, 2015 and were as follows:

- Everdell Avenue from East Liberty Avenue to Piermont Avenue (approximately 1,095 LF) - \$121,347
- Sycamore Avenue (approximately 1,085 LF) - \$117,207
- Lafayette Avenue (approximately 820 LF) - \$137,886

It shall be noted that the budget contained a twenty percent contingency for surveying services, engineering services, construction management services, and potential unit price fluctuations at the time of potential bidding. A proposal for surveying, engineering and construction management services was submitted to the Borough on July 21, 2015 and approved through Resolution #15173 for an amount not to exceed \$18,400.00. Construction Document and bid opening dates are September 18, 2015 and October 15, 2015 respectively. Upon award, construction will commence after April 4, 2016 with an anticipated duration of 45 calendar days.

### **14. BERGEN COUNTY OPEN SPACE TRUST FUND 2015**

Per correspondence with the County of Bergen, Neglia Engineering Associates has identified a grant opportunity (one to one matching funds) from the Bergen County Open Space Trust Fund for 2015. Based upon the July 7, 2015 Mayor and Council meeting, the Borough has identified the Hillsdale Outdoor Fitness area located at Stonybrook Park as a candidate for submittal to the Bergen County Open Space Trust Fund.

NEA submitted to the Mayor and Council on July 17, 2015, a Concept Plan, a Public Hearing Notice and a Resolution for the project in question. A public hearing was held on August 11, 2015 and Resolution #15167 adopted on the same night endorsing the trust fund application. The application for the 2015 Bergen County Open Space Trust Fund as submitted on August 28, 2015.

### **15. 2016 NJDOT MUNICIPAL AID PROGRAMS**

Neglia Engineering Associates identified the availability of State Aid Programs that will be available for the 2016 Fiscal Year. The programs include Municipal Aid, Bikeways, Safe Street to Transit and Transit Village. The Mayor and Council identified Hillsdale Avenue as a candidate for submittal of the NJDOT Municipal Aid Grant. An endorsing resolution was submitted to the Borough on September 11, 2015 for approval at the October Mayor and Council meeting. The grant package will be submitted to NJDOT via the SAGE on-line program by the October 20, 2015 deadline.



16. **BERGEN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT – FIRE STATION ADA ACCESS DOORS**

We understand that the Borough of Hillsdale proposes to pursue a grant for the installation of ADA access doors at the existing Hillsdale Fire Station. An endorsing resolution was submitted on September 25, 2015 for approval at October 6, 2015 Mayor and Council meeting. Upon approval and receipt of endorsing resolution and completion application, Neglia Engineering Associates will submit the application to Bergen County by the October 9, 2015 deadline.

17. **KNICKERBOCKER AVENUE – ROADWAY VACATION – PSE&G**

We understand that PSE&G proposes to vacate a portion of Knickerbocker Avenue, which has a 50 foot right-of-way, for approximately 240 feet west of the intersection with Prospect Place to the terminus of Pascack Brook. Neglia Engineering Associates conducted a field inspection on August 27, 2015 to visually identify existing municipal infrastructure and facilities within the right-of-way. A report was prepared and submitted to the Borough on September 1, 2015. In addition to our office's inspection, we recommended that the Borough OEM and emergency services (fire, police, ambulance, etc.) perform their inspections and provide input with respect to any easement requirements.

Respectfully submitted,  
Neglia Engineering Associates

A handwritten signature in black ink, appearing to read 'G. Polyniak', written over a light blue grid background.

Gregory J. Polyniak, P.E., P.P., C.P.W.M., C.M.E.  
For the Borough Engineer  
Borough of Hillsdale

Respectfully submitted,  
Neglia Engineering Associates

A handwritten signature in black ink, appearing to read 'D. Juzmeski', written over a light blue grid background.

David Juzmeski, P.E., P.P.  
For the Borough Engineer  
Borough of Hillsdale

# Hillsdale Board of Health

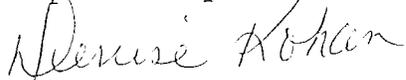
380 Hillsdale Avenue, Hillsdale, NJ 07642  
201/666-4800, ext. 1552 FAX 201/358-5002  
Website: www.Hillsdalenj.org

## ACTIVITIES FOR THE MONTH OF SEPTEMBER, 2015

<u>VITAL STATISTICS</u>	<u>MONTH</u>	<u>YEAR TO DATE</u>	
Births for the month of August 2015*	Males	0	11
	Females	0	7
Deaths for the month of September, 2015	Males	1	16
	Females	2	26
Marriages/Civil Unions:*		2	
Transcripts:		5	

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

Respectfully submitted,



Denise Kohan  
Registrar

## Hillsdale Board of Health

380 Hillsdale Avenue, Hillsdale, NJ 07642  
201/666-4800, ext. 1525 FAX 201/358-5002  
Website: [www.Hillsdalenj.org](http://www.Hillsdalenj.org)

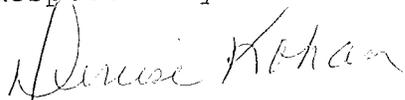
October 1, 2015

The Honorable Mayor and Council:

The following is the result of the monies received by the Board of Health for the month of September 2015

Transcripts	\$	79.00
Marriage Fee	\$	6.00
<hr/>		
Total	\$	85.00

Respectfully submitted,



Denise Kohan  
Board of Health  
Registrar

DEPARTMENT OF POLICE  
BOROUGH OF HILLSDALE



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

Fax: 201-666-4503  
[www.hillsdalepolice.com](http://www.hillsdalepolice.com)

ROBERT FRANCAVIGLIA  
CHIEF OF POLICE

Date: September 29, 2015

To: Mayor and Council

From: Chief Robert Francaviglia

Re: September Monthly Report

- During the month of July there were 90 dispatch shifts all were covered except one shift which was covered by a sworn officer.
- Officers Norton and Decena attended the D'Alessandro event and put on a display in reference to child safety.
- There were 313 motor vehicle stops and 193 summonses issued.
- There were 10 arrests.
- On Sunday October 11<sup>th</sup> from 11:00 a.m. until 1:00 p.m. the Emergency Services will be holding their annual open house.
- Lastly, the Hillsdale Police Department as well as other departments around the county had their annual drug take back, where Hillsdale had received 90lbs of unwanted or unused drugs. Bergen County Departments assisted in removing 2,101 lbs. of prescription drugs from the medicine cabinets of their residents. These drugs did not fall into the wrong hands, they did not go into our landfills and they did not pollute our water systems.

# HILLSDALE POLICE DEPARTMENT

## Incident Frequency Report By Classification

From Date: 9/1/2015 To Date: 9/28/2015

Report Date: 9/28/2015 Criteria: 0500 Burglary,0600 Theft,0800 Other Assaults,1400 Malicious Mischief,1500 Weapons Offense,1800 Narcotics Drug Laws,2100 Liquor Laws Drunk Driving,2200 Liquor Laws Possession,2400 Disorderly Conduct,7500 Assist other Agency,8000 Warrants,

CFS Classification				Total Number
<b>0500-Burglary</b>				<b>1</b>
Date / Time	Incident Number	CFS Code	Address	Disposition
9/12/2015 11:19:25 PM	2015-008491	0513	33 Harrington Street , Hillsdale, NJ 07642	REFERRED TO DETECTIVE BUREAU
Disposition Note: IR GENERATED/AWAITING FURTHER INFORMATION				

CFS Classification				Total Number
<b>1400-Malicious Mischief</b>				<b>4</b>
Date / Time	Incident Number	CFS Code	Address	Disposition
9/11/2015 5:26:42 PM	2015-008466	1440	120 Magnolia Ave , Hillsdale, NJ 07642	REFERRED TO DETECTIVE BUREAU
Disposition Note: 64 OBSERVED JV INTENTIONALLY PUSH OVER AN OUTDOOR BATHROOM				
9/26/2015 10:50:51 AM	2015-008926	1445	123 PATTERSON ST , HILLSDALE, NJ 07642	CLOSED
Disposition Note: INFO TAKEN/REPORT GENERATED				
9/27/2015 10:10:34 AM	2015-008953	1440	Hillsdale Ave , Hillsdale, NJ 07642	REFERRED TO DETECTIVE BUREAU
Disposition Note: REPORT COMPLETED				
9/27/2015 11:30:07 AM	2015-008957	1440	Hillsdale Ave , Hillsdale, NJ 07642	REFERRED TO DETECTIVE BUREAU
Disposition Note: REPORT COMPLETED				

CFS Classification				Total Number
<b>2100-Liquor Laws Drunk Driving</b>				<b>2</b>
Date / Time	Incident Number	CFS Code	Address	Disposition
9/3/2015 9:40:40 PM	2015-008233	2111	10 Ruckman Rd , Hillsdale, NJ 07642	CLEARED BY ARREST-ADULT
Disposition Note:				
9/7/2015 11:18:23 PM	2015-008359	2111	Washington Ave , Hillsdale, NJ 07642	CLEARED BY ARREST-ADULT
Disposition Note: MV STOP FOR 39:3-66. AFTER INVESTIGATION DRIVER WAS ARRESTED FOR 39:4-50.				

CFS Classification				Total Number
<b>2400-Disorderly Conduct</b>				<b>17</b>
Date / Time	Incident Number	CFS Code	Address	Disposition
9/3/2015 4:11:06 PM	2015-008211	2415	22 New Street , Hillsdale, NJ 07642	CLOSED
Disposition Note: RESPONDED TO ADDRESS FOR A LANDLORD TENANT COMPLAINT. ISSUE RESOLVED, PARTIES WENT SEPARATE WAYS.				
9/5/2015 4:08:01 PM	2015-008297	2415	60 Broadway , Hillsdale, NJ 07642	CLOSED
Disposition Note:				
9/12/2015 3:24:02 AM	2015-008477	2450	10 Standish Rd , Hillsdale, NJ 07642	CLOSED
Disposition Note: ADVISED TO KEEP NOISE LEVEL DOWN				

9/12/2015 1:44:08 PM	2015-008481	2415	309 Broadway , Hillsdale, NJ 07642	CLOSED
Disposition Note: SPOKE TO BOTH PARTIES NO ACTION NEEDED. CALLER WAS 3RD PARTY				
9/12/2015 9:58:08 PM	2015-008485	2415	Cottage Pl , Hillsdale, NJ 07642	CLOSED
Disposition Note: VW DISPUTE BETWEEN FEMALE COMPLAINANT AND YOUNG AREA RESIDENT. COMPLAINANT SAID MALE PARTY CALLED HER A CUNT 3 TIMES. YOUNG MALE WAS SPOKEN TO ABOUT THE INCIDENT AND HIS LANGUAGE USAGE.				
9/13/2015 5:39:53 PM	2015-008506	2480	74 Broadway , Hillsdale, NJ 07642	CLOSED
Disposition Note: PARTY WAS ADVISED TO LEAVE. PATROL CLEAR.				
9/14/2015 1:23:24 PM	2015-008533	2450	66 CLINTON AVE , HILLSDALE, NJ 07642	NO REPORT/NO FURTHER ACTION
Disposition Note: NO ISSUE				
9/16/2015 7:03:34 PM	2015-008601	2420	27 PLYMOUTH RD , HILLSDALE, NJ 07642-1108	CLOSED
Disposition Note: THIRD PARTY COMPLAINT DRAWN UP, AWAITING PROBABLE CAUSE.				
9/16/2015 7:14:34 PM	2015-008602	2415	28 DEERTRAIL RD , HILLSDALE, NJ 07642-1706	CLOSED
Disposition Note: 13 YR OLD FEM TRANSPORT BERGEN REGIONAL				
9/17/2015 4:03:09 PM	2015-008637	2410	120 Magnolia Ave , Hillsdale, NJ 07642	REFERRED TO DETECTIVE BUREAU
Disposition Note: TOT JV DET BUREAU				
9/17/2015 5:47:51 PM	2015-008640	2420	45 FLORENCE ST , HILLSDALE, NJ 07642	CLOSED
Disposition Note: REPORT TAKEN INFORMATION ONLY AT THIS TIME				
9/17/2015 10:11:06 PM	2015-008648	2450	380 BROADWAY , HILLSDALE, NJ 07642	CLOSED
Disposition Note: UNFOUND				
9/18/2015 1:44:44 AM	2015-008661	2450	14 Mansion Pl , Hillsdale, NJ 07642	NO REPORT/NO FURTHER ACTION
Disposition Note: CLEAR PARTIES WERE ADVISED TO KEEP IT DOWN				
9/18/2015 4:51:38 PM	2015-008684	2415	7 Columbus Ave , Hillsdale, NJ 07642	CLOSED
Disposition Note: VERBAL DISPUTE NPA RESOVLED				
9/22/2015 2:14:53 PM	2015-008809	2450	Queen Ct , HILLSDALE, NJ 07642	CLOSED
Disposition Note: AUD. ALARM CHECK OK				
9/25/2015 8:45:55 PM	2015-008901	2485	68 Magnolia Ave , Hillsdale, NJ 07642	CLOSED
Disposition Note:				
9/26/2015 3:14:21 PM	2015-008934	2415	372 BROADWAY , HILLSDALE, NJ 07642	UNFOUNDED
Disposition Note: A 3RD PARTY CALLER CONTACTED THE SHOPRITE OF HILLSDALE'S COURTESY DESK TO ADVISE THEM OF A DISPUTE AT THE LOCATION ABOVE, THE CALLER PROVIDED NO DETAILS OF THE CARS, LOCATION OF THE DISPUTE OR ANY OTHER KEY INFORMATION. PATROL CHECKED THE AREA WITH NEGATIVE RESULTS, ALL UNITS ARE CLEAR.				

CFS Classification				Total Number
7500-Assist other Agency				17
Date / Time	Incident Number	CFS Code	Address	Disposition
9/3/2015 1:29:01 PM	2015-008204	7502	1000 Hillsdale Ave , Hillsdale, NJ 07642	
Disposition Note:				
9/3/2015 9:33:39 PM	2015-008230	7504	Washington Avenue , Township of Washington, NJ 07676	CLOSED
Disposition Note: WTPD STOPPED [REDACTED] AND GIRLFRIEND FOR MV VIOLATION. [REDACTED] WAS ARRESTED FOR HAVING UNIDENTIFIED PILLS IN A NON-PRESCRIPTION MARKED BOTTLE. 55				
9/4/2015 8:49:54 AM	2015-008250	7502	120 Magnolia Ave , Hillsdale, NJ 07642	
Disposition Note:				

9/5/2015 4:03:04 AM	2015-008283	7504	Kingsberry Ave , Westwood 07675	CLOSED
Disposition Note: ASSISTANCE GIVEN				
9/5/2015 5:42:36 PM	2015-008298	7504	183 Cedar Ln , Hillsdale, NJ 07642	NO REPORT/NO FURTHER ACTION
Disposition Note: ASSISTANCE GIVEN				
9/9/2015 4:08:57 PM	2015-008406	7504	Pascack Rd , Woodcliff Lake, NJ 07677	NO REPORT/NO FURTHER ACTION
Disposition Note: TURNED OVER TO WCL PD / WASH TWP PD. ASSISTANCE RENDERED.				
9/10/2015 12:22:02 AM	2015-008417	7504	549 Prospect Ave Rivervale New Jersey	NO REPORT/NO FURTHER ACTION
Disposition Note: MUTUAL AID ASSIST TO RVPD - WORKING FIRE				
9/10/2015 12:52:58 AM	2015-008418	7504	460 Cedar Ln , Hillsdale, NJ 07642	NO REPORT/NO FURTHER ACTION
Disposition Note: CLEAR SCENE TURNED OVER TO RIVERVALE FD 553				
9/10/2015 6:45:10 AM	2015-008424	7507	Vincent St , Hillsdale, NJ 07642	CLOSED
Disposition Note: DPW NOTIFIED				
9/14/2015 5:01:39 AM	2015-008519	7504	148 Monroe Ave River Edge NJ	CLOSED
Disposition Note: 76 ASSISTED RESIDENT WITH FIREARMS APPLICATION.				
9/16/2015 1:56:59 AM	2015-008576	7504	129 Westwood Blvd , Westwood, NJ 07675	CLOSED
Disposition Note: CLEAR ASSISTANCE RENDERED				
9/18/2015 4:21:51 PM	2015-008682	7504	Broadway , Westwood, NJ 07675	CLOSED
Disposition Note: ASSISTED WESTWOOD WITH BRUSH FIRE				
9/20/2015 4:14:02 AM	2015-008743	7504	crestwood terrace , Washington twp 07676	CLOSED
Disposition Note: RESOLVED PRIOR TO ARRIVAL.				
9/22/2015 5:56:52 PM	2015-008813	7504	37 PASCACK RD , HILLSDALE, NJ 07642	
Disposition Note:				
9/22/2015 10:46:44 PM	2015-008815	7504	5 Nugent Place , Westwood, NJ 07675	NO REPORT/NO FURTHER ACTION
Disposition Note: CLEAR ASSISTANCE RENDERED				
9/23/2015 4:07:34 AM	2015-008818	7504	21 Russell Avenue , Old Tappan, NJ 07675	NO REPORT/NO FURTHER ACTION
Disposition Note: ASSISTANCE RENDERED				
9/25/2015 12:43:41 AM	2015-008867	7504	841 Kinderkamack Road Emerson NJ	CLOSED
Disposition Note: TRANSLATED				

CFS Classification				Total Number
8000-Warrants				6
Date / Time	Incident Number	CFS Code	Address	Disposition
9/8/2015 9:05:03 AM	2015-008369	8110	23 Patterson St , Hillsdale, NJ 07642	CLEARED BY ARREST-ADULT
Disposition Note: SERVICE OF WARRANT AND 1 WW 3-33				
9/9/2015 10:16:25 AM	2015-008398	8504	380 HILLSDALE AVE , HILLSDALE, NJ 07642	CLOSED
Disposition Note: TRANSPORT PRISONERS FROM HOHOKUS PD TO HPD FOR PROCESSING FOR 15-7758				
9/11/2015 10:09:52 AM	2015-008451	8504	36 PARKVIEW DR , HILLSDALE, NJ 07642	CLOSED
Disposition Note: TRANSPORT OF FEMALE FOR PROCESSING IN 15-007990				
9/17/2015 10:59:23 AM	2015-008620	8110	380 HILLSDALE AVE , HILLSDALE, NJ 07642	CLOSED
Disposition Note: BAIL PAID				

9/18/2015 6:05:35 PM	2015-008688	8010	380 HILLSDALE AVE , HILLSDALE, NJ 07642	CLEARED BY ARREST-ADULT
Disposition Note: PARTY POSTED BAIL AND RELEASED				
9/24/2015 5:10:16 PM	2015-008861	8110	380 HILLSDALE AVE , HILLSDALE, NJ 07642	CLOSED
Disposition Note: WALK-IN TO TAKE CARE OF WARRANT / NJ BAIL RECOG / ARREST REPORT				

# Citation Output By Charge

Starting Issue Date 9/1/2015 to Ending Issue Date 9/28/2015

Charge	Total
39:3-10 - DRIVING WITHOUT A LICENSE	3
39:3-10 - DRIVING WITHOUT DRIVER'S LICENSE, EXAM ETC.	1
39:3-10A - DRIV WITH AN EXPIRED LICENSE	2
39:3-10B - DRIV WITHOUT LIC-NEVER LICENSED	5
39:3-13.8(B) - PERMIT HOLDER VIOLATING PASSENGER RESTRICTIONS	1
39:3-13.8(G) - PERMIT HOLDER VIOLATING DECAL REQUIREMENTS	1
39:3-17 - TOURING PRIV OF NON RESID DRIVERS	1
39:3-29 - FAILURE TO POSSESS DL OR REG	11
39:3-33 - IMPROPER DISPLAY/UNCLEAR PLATES	17
39:3-33A - FICTITIOUS PLATES	1
39:3-4 - DRIVING OR PARKING UNREGISTERED MOTOR VEHICLE	10
39:3-40 - DRIVING AFTER DL/REGISTRATION SUSPENDED/REVOKED	6
39:3-44 - VEHICLE IN UNSAFE CONDITION	5
39:3-48 - VISIBILITY/ LIGHTS	1
39:3-50D - PERMIT TO DISPLAY FLASHING LIGHT	2
39:3-52 - IMPROPER ADDITIONAL LIGHTING EQUIPMENT AND USE THEREOF	1
39:3-61 - LAMPS AND REFLECTORS REQUIRED ON PARTICULAR VEHICLES	3
39:3-64B - VEHICULAR TRAFFIC HAZARD WARNING SIGNALS	2
39:3-66 - MAINTENANCE OF LAMPS	25
39:3-69 - HORNS AND WARNING DEVICES	2
39:3-70.2 - AIR POLLUTION (EMISSION OF SMOKE OR CONTAMINANTS)	1
39:3-71.1(A) - FAIL REAR-VIEW BACK-UP MONITORING/CROSS VIEW MIRROR	2
39:3-72 - TIRE EQUIPMENT	5
39:3-74 - OBSTRUCTION OF WINDSHIELD FOR VISION	2
39:3-75 - SAFETY GLASS REQUIREMENT	3
39:3-76.2F - FAILURE TO WEARSEAT EQUIPMENT-RESPONSIBILITY OF DRIVER	1
39:3-77 - SELL/USE UNAPPROVED DEV/EQUIP	1
39:3-79.1 - DEVICE TO PREVENT THROWING DIRT ON VEH (BUS TRUC TRAIL)	4
39:3-8.1 - NONCOMMERCIAL TRUCKS, LICENSE, APPLICATION FOR REG'S	4
39:4-124 - IMPROPER TURN AS INDICATED BY BUTTONS OR MARKR AT INTRS	1
39:4-144 - DISREGARD STOP SIGN REGULATION OR YIELD SIGN	6
39:4-46A - FAILURE TO SHOW NAME/LOCATION ON VEHICLE	5
39:4-46B - FAILURE OR FALSE DISPLAY OF "GVWR"	1
39:4-50 - OPERATING UNDER INFLUENCE OF LIQUOR OR DRUGS	3
39:4-51A - CONSUMPTION ALCOHOLIC BEV BY DRIVER OR PASSENGER	1
39:4-51B - OPEN CONTAINER OF ALCOHOL IN MOTOR VEHICLE	1
39:4-63 - PLACING INJURIOUS SUBSTANCES ON HIGHWAY	2
39:4-69 - RIDING ON PARTS NOT INTENDED FOR PASSENGERS	1

39:4-77 - LOAD VEHICLE WRONG/ALLOWED SPILL	4
39:4-90 - FAILURE TO YIELD RIGHT OF WAY	2
39:4-97 - CARELESS DRIVING: LIKELY TO ENDANGER PERSON OR PROPERTY	2
39:4-97.3 - USE OF HAND-HELD WIRELESS TELEPHONES	1
39:4-98 - SPEEDING	9
39:4-98B(1) - 25 MPH IN ANY BUSINESS OR REDIDENTIAL DISTRICT	1
39:8-1 - FAILURE TO HAVE INSPECTION	3
39:8-62 - EMISSION VIOLATION (DIESEL POWERED M.V.)	3
146-13 - NO PARKING IN FIRE ZONE	2
292-22A - NO PARKING OVERNIGHT BETWEEN 2AM AND 6AM	1
292-24 - NO PARKING ANYTIME CERTAIN STREETS, SCHED XIV	6
292-25 - NO STOPPING OR STANDING ANYTIME, SCHED XV	1
292-26 - PARKING PROH CERTAIN STREETS/TIMES SCHED XVI	3
292-28 - TIME LIMITED PARKING, SCHED XVIII	3
39:4-135 - PARKING-DIRECTION/SIDE OF ST-ANGLE PKNG-ONE WY STREET	2
39:4-138H - IMPROPER PARKING WITHIN 50 FEET OF "STOP" SIGN	1
39:4-138I - IMPROPER PARKING WITHIN 10 FEET OF FIRE HYDRANT	1
39:4-56.6 - PARKING VEHICLE ON PRIVATE PROPERTY	4
<hr/>	
<b>Total:</b>	<b>193</b>

# HILLSDALE POLICE DEPARTMENT

380 HILLSDALE AVE,  
HILLSDALE, NJ 07642

Phone: 201-664-4200

Fax:

## Incident Analysis - Agency CFS Report

From Date: 9/1/2015

To Date: 9/28/2015

CFS Code	CFS Description	Total Events	Founded	Unfounded	0000-0800	0801-1600	1601-2400
0513	BURGLARY FORCE RES UNKN	1	1	0	0	0	1
1110	FRAUD BAD CHECKS	1	1	0	0	1	0
1120	FRAUD CREDIT CARDS	2	2	0	0	2	0
1130	FRAUD ALL OTHERS	3	3	0	0	2	1
1440	CRIMINAL MISCHIEF ALL	3	3	0	0	2	1
1445	PROPERTY DAMAGE REPORT	1	1	0	0	1	0
2111	DWI-ALCOHOL/UNDER INFL	2	2	0	0	0	2
2410	FIGHT	1	1	0	0	0	1
2415	DISPUTE	7	6	1	0	2	5
2420	DISORDERLY CONDUCT / HARASSMENT	2	2	0	0	0	2
2450	NOISE COMPLAINT	5	5	0	2	2	1
2480	DISORDERLY PERSONS / NOISE ALL OTHERS	1	1	0	0	0	1
2485	ALARM ALL OTHERS	1	1	0	0	0	1
2640	MUNICIPAL ORD VIOLATIONS / OTHER OFFENSES	3	3	0	0	2	1
2665	FIREWORKS	1	1	0	0	0	1
4008	ELECTRIC OUTAGES GENERAL POLICE	4	4	0	2	0	2
4012	GAS LEAKS/EXPLOSIONS GENERAL POLICE	1	1	0	0	1	0
4014	OPEN DOORS/WINDOWS GENERAL POLICE	4	4	0	4	0	0
4020	SUSPICIOUS AUTO GENERAL POLICE	9	9	0	2	3	4
4021	SUSPICIOUS ACTIVITY	12	10	2	0	4	8
4022	SUSPICIOUS PERSON GENERAL POLICE	8	8	0	3	2	3
4051	ALARM BURGLARY OR HOLD UP RESIDENCE	19	19	0	3	13	3
4052	ALARM BURGLARY OR HOLDUP NON RESIDENCE	6	6	0	3	2	1
4100	ALARMS (FIRE ALARMS)	3	3	0	0	1	2
4101	FIRES (ALL WORKING FIRES)	12	11	1	1	9	2
4105	ALARMS (WATERFLOW ECT)	1	1	0	0	1	0
4125	HAZMAT / SUSP. ODOR / SUBSTANCE / ITEM	7	7	0	1	3	3
5004	FOUND ARTICLES	3	3	0	1	2	0
5008	LOST ARTICLES	1	1	0	0	1	0

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From Date: 9/1/2015

To Date: 9/28/2015

CFS Code	CFS Description	Total Events	Founded	Unfounded	0000-0800	0801-1600	1601-2400
5502	BARKING DOG/ANIMAL NOISE	1	1	0	0	1	0
5504	ANIMAL BITES	2	2	0	0	2	0
5506	LOST / FOUND / STRAY ANIMALS	4	4	0	0	2	2
5510	ANIMAL COMPLAINTS ALL	11	11	0	2	7	2
6006	MV ACCIDENT W/INJURY	2	2	0	0	1	1
6008	MV ACCIDENT NO INJURIES	26	26	0	3	15	8
6305	SELECTIVE ENFORCEMENT TRAFFIC	35	35	0	4	28	3
6306	RADAR	5	5	0	2	3	0
6308	TRAFFIC MV COMPLAINT	8	7	1	0	5	3
6310	TRAFFIC ENFORCE / STOP	313	313	0	47	140	126
6335	TRAFFIC HAZARD	2	2	0	1	1	0
6336	DISABLED MV	10	10	0	2	4	4
6510	PARKING ENFORCEMENT	23	23	0	1	18	4
6612	SIGNALS SIGNS OUT	1	1	0	0	1	0
7002	BUILDING / PROPERTY CHECK	91	90	1	65	8	18
7006	LOCK OUT	3	3	0	0	2	1
7008	MEDICAL ASSISTANCE	83	83	0	16	35	32
7010	NOTIFICATIONS	3	3	0	0	1	2
7014	OTH PUB SERV/WELFARE CHK	13	13	0	0	5	8
7015	ASSIST CITIZEN	12	11	1	2	5	5
7050	PROPERTY CHECK SCHOOL FACILITIES	14	14	0	0	14	0
7502	ASSISTING-FIRE DEPT	2	2	0	0	2	0
7504	ASSISTING-OTHER POLICE DP	14	14	0	8	0	6
7507	CIVIL DEFENSE/STORMS	1	1	0	1	0	0
8010	WARRANTS-LOCAL	1	1	0	0	0	1
8110	WARRANTS-OTHER AGENCIES	3	3	0	0	2	1
8504	PRISONER WATCH /JAIL DUTY/TRANSPORT	2	2	0	0	2	0
9002	ADMINSTRATIVE DUTIES	45	45	0	23	13	10
9006	SICK DAY	4	4	0	0	3	1
9007	CHECK SCHOOL GUARD / COVER SCHOOL POST	5	5	0	2	3	0
9016	LOCAL ADMIN USE	1	1	0	0	1	0

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## *Incident Analysis - Agency CFS Report*

From Date: 9/1/2015

To Date: 9/28/2015

<i>CFS Code</i>	<i>CFS Description</i>	<i>Total Events</i>	<i>Founded</i>	<i>Unfounded</i>	<i>0000-0800</i>	<i>0801-1600</i>	<i>1601-2400</i>
9020	POLICE INFORMATION	5	5	0	0	4	1
9027	FIREARMS APPLICATION	5	5	0	0	1	4
9029	CIVIL MATTER	1	1	0	0	0	1
9050	BACKGROUND CHECK	3	3	0	0	3	0
911	911 HANG UP / CHK WELFARE	5	5	0	1	4	0
9118	CHILDSEAT INSPECTIION	4	4	0	0	1	3
9119	DYFS NOTIFICATIONS	4	4	0	0	4	0
9999	NON-CAT DATA	6	6	0	3	0	3
<i>Total:</i>		897	890	7	205	397	296

# HILLSDALE POLICE DEPARTMENT

380 HILLSDALE AVE, HILLSDALE, NJ 07642

## New Jersey Crash Statistical Report

09/28/2015

From Date:9/1/2015 To Date:9/28/2015

MOTOR VEHICLE ACCIDENT				
<b>ACCIDENT CLASSIFICATION</b>		<b>TYPE OF ROAD SYSTEM</b>		
Reportable	16	Interstate	0	
Non-reportable	5	State Highway	0	
Self Report	1	State/Interstate Authority	0	
Total Accidents	22	State Park or Institution	0	
		County	12	
		Co Auth, Park or Inst	0	
<b>TIME OF ACCIDENT</b>		Municipal	1	
0001 ~ 0600	1	Mun Auth, Park or Inst	0	
0601 ~ 1200	4	Private Property	8	
1201 ~ 1800	14	US Govt Property	0	
1801 ~ 2400	3			
<b>DAY OF WEEK</b>		<b>AGE &amp; SEX OF DRIVERS</b>		
Sunday	1	Males 17 ~ 20	2	
Monday	5	Males 21 ~ 30	4	
Tuesday	3	Males 31 ~ 40	2	
Wednesday	3	Males 41 ~ 50	2	
Thursday	1	Males 51 ~ 60	2	
Friday	5	Males 61+	5	
Saturday	4	Females 17 ~ 20	1	
		Females 21 ~ 30	7	
<b>CONTRIBUTING CIRCUMSTANCES</b>		Females 31 ~ 40	3	
Unsafe Speed	0	Females 41 ~ 50	2	
Driver Inattention	17	Females 51 ~ 60	4	
Failure To Obey Traffic Control Device	1	Females 61+	6	
Failure To Yield The Right Of Way	1			
Improper Lane Change	0	<b>SUMMONSES</b>	2	
Improper Passing	0	<b>ALCOHOL INVOLVMENT</b>	0	
Improper Turning	2	<b>HIT &amp; RUN</b>	0	
Backing unsafely	0			
Pedestrian's / Bicyclist's Actions	2			
Roadway Defect / Inclement Weather				
Other	18			
<b>ACCIDENT TYPE</b>	<b>TOTAL</b>	<b>INJURIES</b>	<b>FATALS</b>	<b>PROPERTY DAMAGE</b>
Same Direction (Rear End)	6	0	0	0
Same Direction (Side Swipe)	0	0	0	0
Right Angle	3	0	0	0
Opposite Direction (Head On, Angular)	0	0	0	0
Opposite Direction (Side Swipe)	0	0	0	0
Struck Parked Vehicle	2	0	0	0
Left Turn / U Turn	0	0	0	0

# HILLSDALE POLICE DEPARTMENT

380 HILLSDALE AVE, HILLSDALE, NJ 07642

## New Jersey Crash Statistical Report

09/28/2015

From Date:9/1/2015 To Date:9/28/2015

Backing	6	0	0	0
Encroachment	0	0	0	0
Overtuned	0	0	0	0
Fixed Object	2	0	0	0
Animal	0	0	0	0
Pedestrian	1	1	0	0
Pedalcyclist	0	0	0	0
Non-fixed Object	1	0	0	0
Railcar -vehicle	0	0	0	0
<b>Total</b>	<b>21</b>	<b>1</b>	<b>0</b>	<b>0</b>

# RECREATION/STONYBROOK REPORT

## OCTOBER 2015

### Recreation:

Seniors– Van still out of service, driver is using one of the code cars for pickups. Our Tuesday hot lunch and bingo program has been moved to the Holy Trinity Church, we will start tomorrow 10/6. Our next Luncheon is October 21<sup>st</sup> at St. John's Parish Center this lunch is sponsored by DEMAREST FARMS we have approximately 75 participants.

Sports Programs – Men's Basketball sign up has begun and Youth basketball sign ups start October 12<sup>th</sup>. Ongoing program Military Bridge.

Halloween in Hillsdale: October 24<sup>th</sup> the parade will commence at 3pm starting at George White School to Veteran's Park. We will have pumpkin, decorating, balloon artist, food, games and music "School of Rock" at 6pm we will show a movie-Hotel Transylvania. Fun family day in Hillsdale, funds collected will go to the train station renovation.

### Stonybrook:

Four pools are closed; competition pool is open until October 14, 2015 for swim team practice. Club will be aerated and seeded in the next two weeks. New doors were installed on the bathrooms in September. Pumps (6) need to be replaced next year they are 18 year old. Finishing up the final closing this month for the winter.

Respectfully submitted,

Patty Hughes – Director

## Susan Witkowski

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**From:** Cohns4 <cohns4@optonline.net>  
**Sent:** Wednesday, September 30, 2015 8:40 PM  
**To:** Susan Witkowski  
**Subject:** Item for October 13 Town Council meeting  
**Attachments:** S.O.S..docx

Sue-

As we discussed on the phone earlier this week, I have attached the letter I am sending to the Mayor as per your instructions. As a reminder, I am requesting that this item be on the October 13th Town Council Meeting Agenda, as I will be out of town on October 6th.

Thanks again for your assistance.

Phil Cohn  
201-543-8354

Dear Mayor Arnowitz,

October 1, 2015

My name is Phil Cohn and I have been a Hillsdale resident for 13 years. In 2002, my wife and I chose to leave the traffic, malls and congestion of Paramus so that our son and daughter could be raised in a place with that "small town" feel; a town whose residents look out for each other, value community and where quality of life and safety remain paramount. For us, like many others, Hillsdale was that place.

Today, I am writing to you because I am extremely concerned that the qualities that made Hillsdale a destination for so many families are being jeopardized by the decision to direct overflow traffic from Demarest Farms into our neighborhoods and side streets. While I applaud the success that Demarest Farms is enjoying and hope it continues to thrive in the future, it should not be at the expense of the safety, security and privacy of the town's residents.

What was once a peaceful, safe neighborhood where you could spend your weekends playing in your yard with your children, working in your garden, or having people over for a family celebration has now become a prison for its residents. We are forced to stay home so we can direct strangers to stay off our lawns, restrain themselves from using our streets as a waste basket and keep their pets from relieving themselves on our grass and sidewalks.

The constant onslaught of vehicles driving up and down our residential streets and parking in front of our homes end to end has not only created a nuisance but, I believe, is an accident waiting to happen. Whether it will be a child injured in the street, cars accidents, or strangers damaging private property, the current plan is putting the community at risk and is unworkable.

While police cars drive up and down the crowded streets trying to maintain order and the teenagers Demarest Farms hired try to stay ahead of the chaos by directing traffic, it is an impossible task. A task that I assume will only get more difficult when DePiero's shuts their doors this Fall.

This past weekend, for example, cars were allowed to block the fire hydrant in front of my house. Monday, after the fact, the town put a sign up restricting such action. Imagine what could have happened if there had been an emergency. Even with the sign, however, it doesn't negate the fact that emergency vehicles would have a tough time assisting the neighborhood should the situation warrant it as traffic tries to navigate through the narrow roads created by this "visitor parking lot".

Crowds of strangers constantly walking past our homes create a very uneasy, and potentially unsafe, environment for the children wanting to play outside. Finally, part of our neighborhood doesn't have sidewalks so visitors are faced with the choice of either walking on private property or in the street as the dangerous parade of cars go up and down looking for spots; **an accident waiting to happen.**

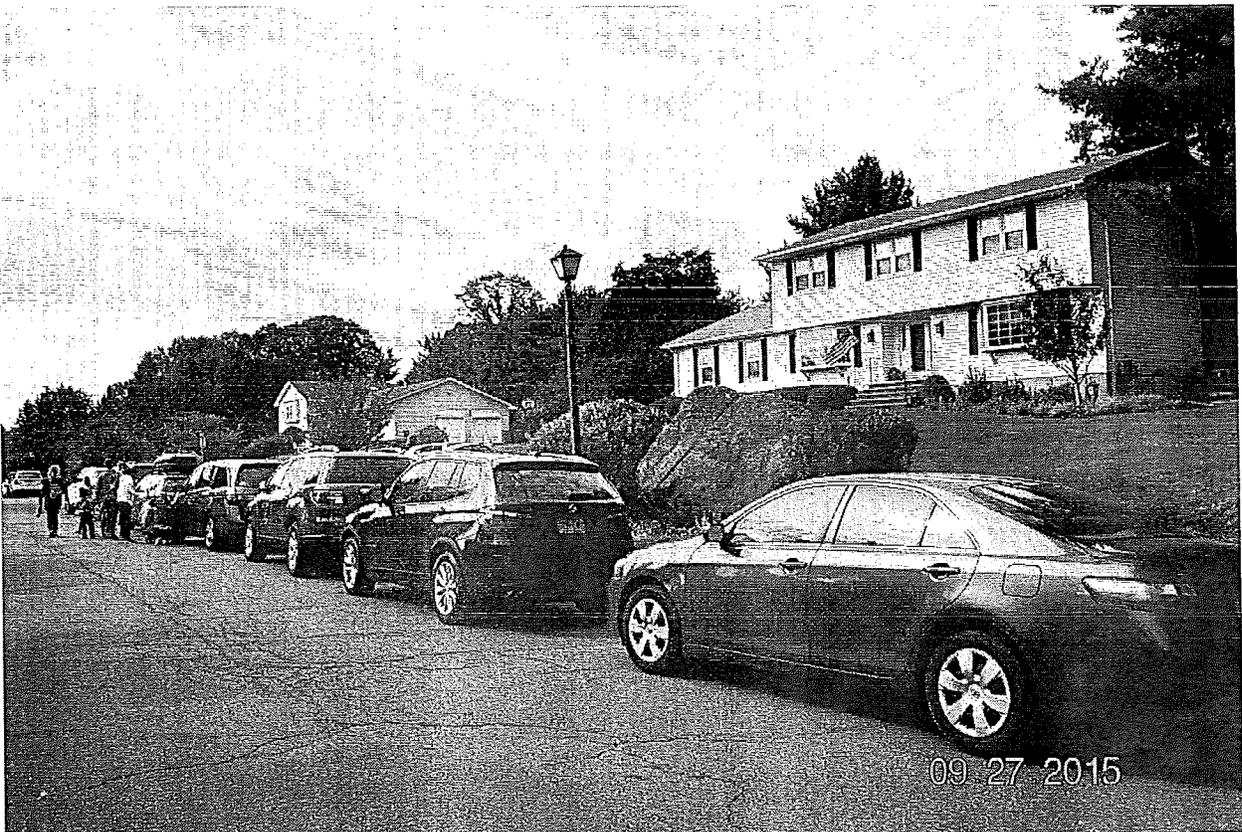
I have attached some pictures for your review and would invite you to try and drive by the neighborhood on a sunny Saturday or Sunday afternoon during the Apple Picking season and experience this dire situation for yourselves.

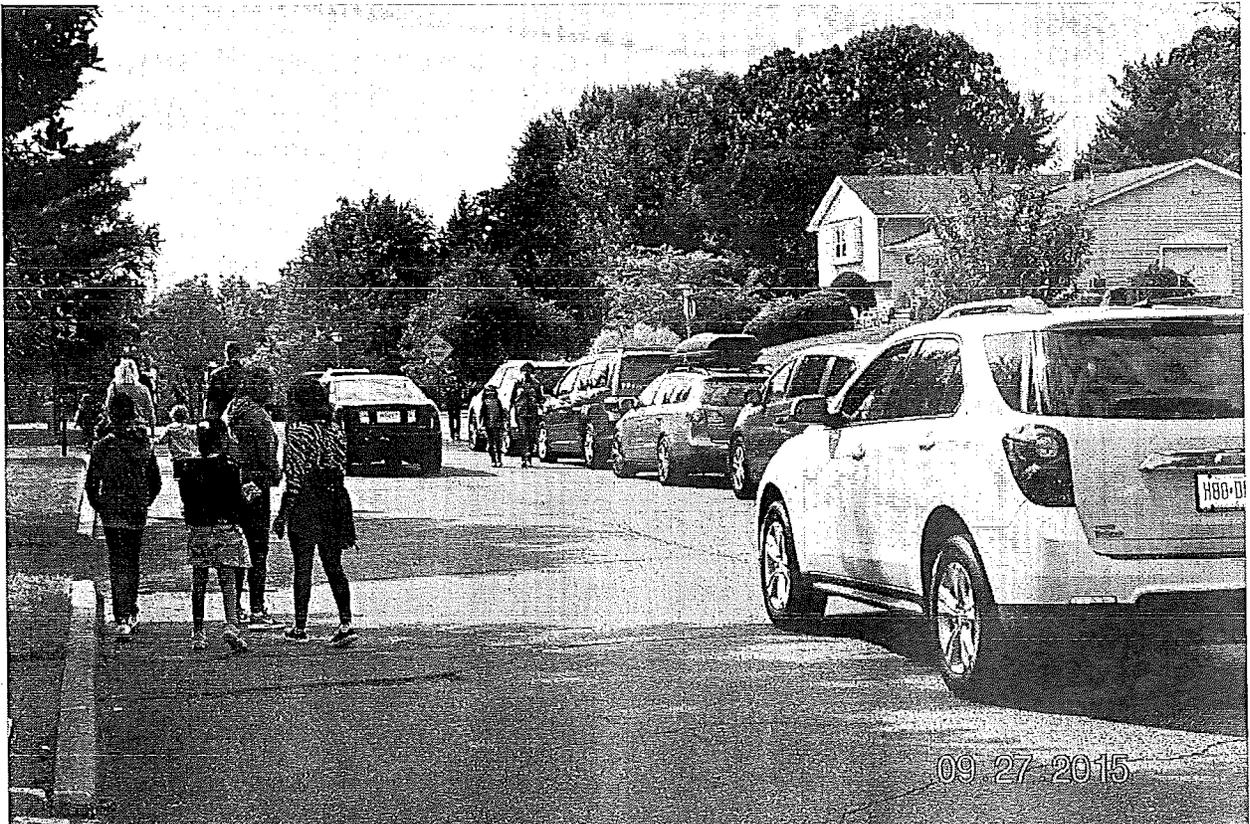
I strongly urge you, as Mayor, to revisit the current plan and take swift action to avert permanent damage to the community. I have also requested that this agenda item be added to the October 13<sup>th</sup> Town Council meeting. Let's not act after the fact again. This is an S.O.S. to **Save Our Streets!**

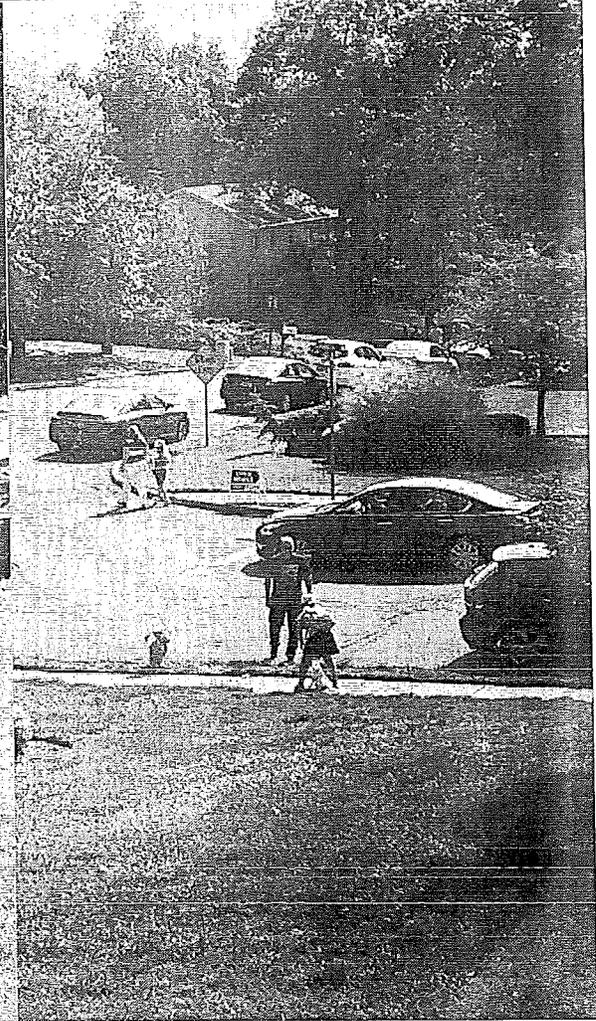
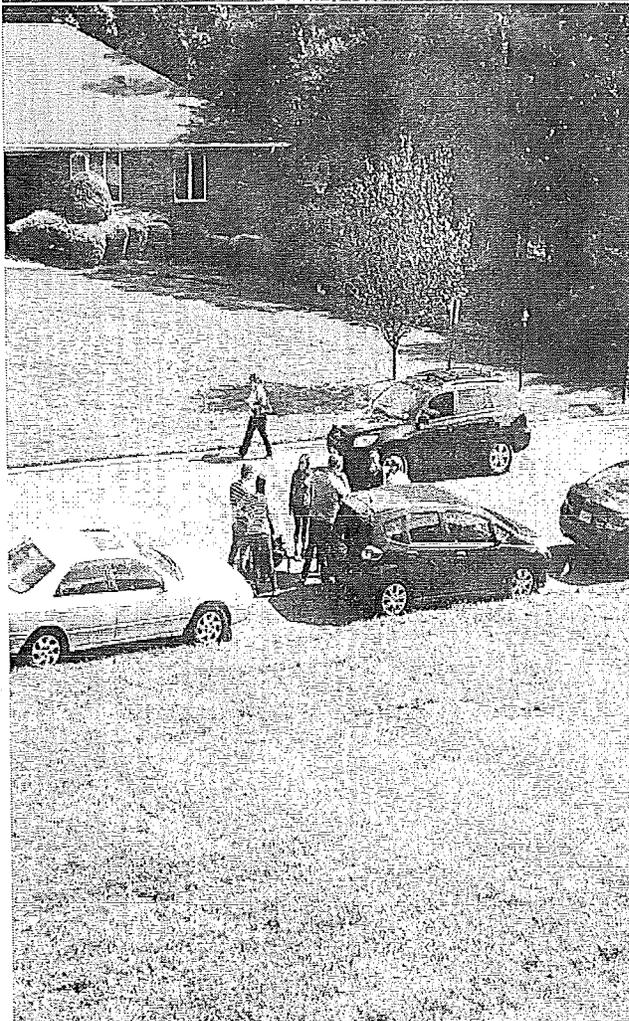
Sincerely,

*Phil Cohn*  
31 Royal Park Terrace  
[Cohns4@optonline.net](mailto:Cohns4@optonline.net)

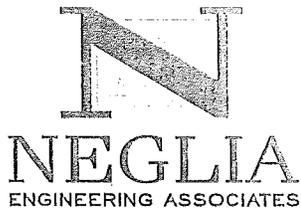




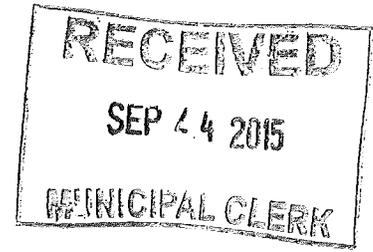








September 18, 2015



Via: E-mail & Regular Mail

Ms. Susan Witkowski, RMC  
Borough Administrator/Municipal Clerk  
Borough of Hillsdale  
380 Hillsdale Avenue  
Hillsdale, New Jersey 07642

Joseph E. Neglia, PE, PP, PLS  
CEO, Chairman of the Board

Michael J. Neglia, PE, PP, PLS  
President

Gregory Polyniak, PE, PP

Michael F. Berliner

Thomas R. Solfaro, PE, CME

Daniel Kaufman, PE, PP

Brian Intindola, PE

**Re: Inspection Report – Drainage Conditions  
Vicinity of 93 Queen Court  
Borough of Hillsdale, Bergen County, New Jersey  
NEA Job No.: HIDLADM15.001**

Dear Ms. Witkowski:

As requested by the Governing Body at the September 1, 2015 Mayor and Council Meeting, Neglia Engineering Associates performed a site inspection at 93 Queen Court including the immediate surrounding neighborhood that contributes runoff to the drainage system located within Queen Court. The inspection occurred the afternoon of Thursday, September 18, 2015.

As per a letter received from Peter and Carol Burrows, dated August 28, 2015, the resident's letter notes that due to an excessive crown height and slope of the existing roadway, stormwater runoff is diverted to the resident's driveway. Below is a photograph (Photo#1) of the property in question. The photograph shows accumulated sediment/silt along the left portion of the picture along with a visibly deteriorated depressed curb.

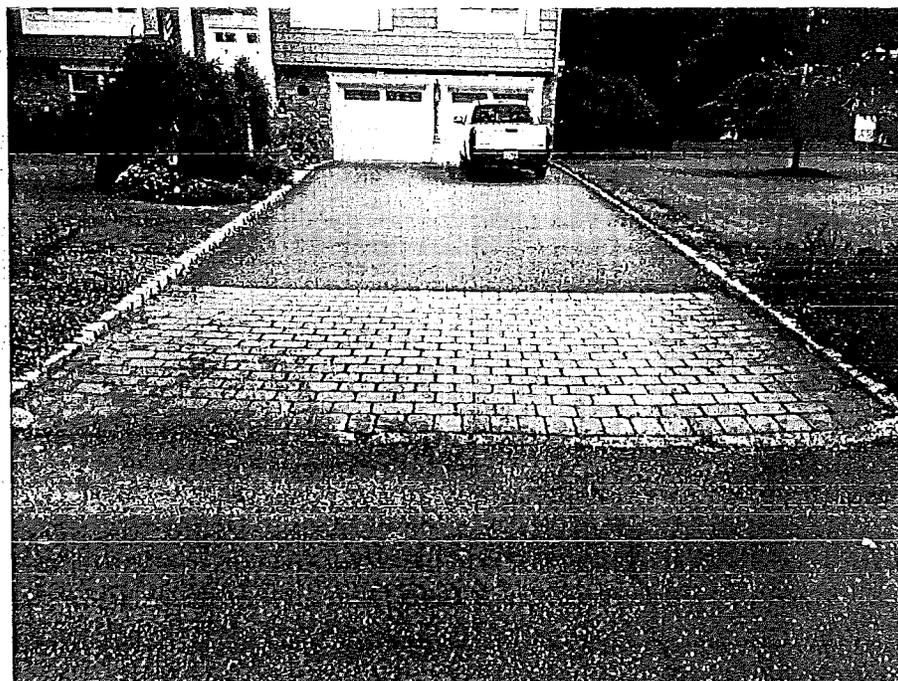
- Civil Engineering
- Municipal Engineering
- Landscape Architecture
- Traffic Engineering
- Planning
- Land Surveying
- Construction Management

**Locations:**

■ 34 Park Avenue  
P.O. Box 426  
Lyndhurst, NJ 07071  
Tel: 201.939.8805  
Fax: 201.939.0846

■ 1119 Raritan Road  
Suite 2  
Clark, NJ 07066  
Tel: 732.943.7067  
Fax: 732.943.7249

[www.negliaengineering.com](http://www.negliaengineering.com)



**Photo #1**

Photo #2 below shows the driveway from the resident's perspective.



**Photo #2**

The diagram (Ex. #1) below indicates the existing stormwater infrastructure on Queens Court and the adjacent roadways. The blue squares identify existing catch basins / inlets. The location of these catch basins / inlets are approximate and are noted by associated numbers. The purple lines indicate the pipe network. The red square with an "X" symbol indicates the property in question (P.Q.). The closest catch basin along the same side of the road is identified as catch basin #211. For reference purposes, the top of the diagram will be considered the north axis.

Stormwater runoff traverses eastbound from the intersection of North Ramapo Lane and Queen Court. Additionally, runoff traverses eastbound from Kings Court to Queen Court. Although the slope along Queen Court varies, upon passing North Ramapo Lane (eastbound), the slopes tapers to approximately 1.0% as it approaches to the P.Q. West of the existing driveway, the slope is approximately 1.1%. However, at the driveway and eastbound toward catch basin #211, the slopes decrease to a range of 0.3% to 0.6%. Eventually, the slope increases (approximately 1.0%) as the roadway approaches the existing catch basin. The slope from the center of the roadway (the crown) toward the driveway and P.Q. ranges from approximately 4.5%-6.4%. Conversely, the slope of the existing driveway towards the existing depressed curb and roadway ranges from 1.4% to 2.0%.

The Residential Site Improvement Standards (RSIS) set design criteria for roadways. The minimum grade along a roadway, based upon RSIS standards, is 0.5%. However, due to fluctuation in compaction rates within roadways, a minimum 0.75% slope is recommended to maintain positive grade toward existing catch basins per engineering design protocol. As noted above, the slopes directly abutting the driveway range from 0.3%-0.6%.

Roadways are designed with desired centerline crown slopes ranging from 1.5%-2.0%. However, slopes ranging from 4.0%-6.0% are not atypical. The height of the crown with respect to other factors as outlined below, does not substantially impact the stormwater runoff quantity that traverses across any specific property in questions.

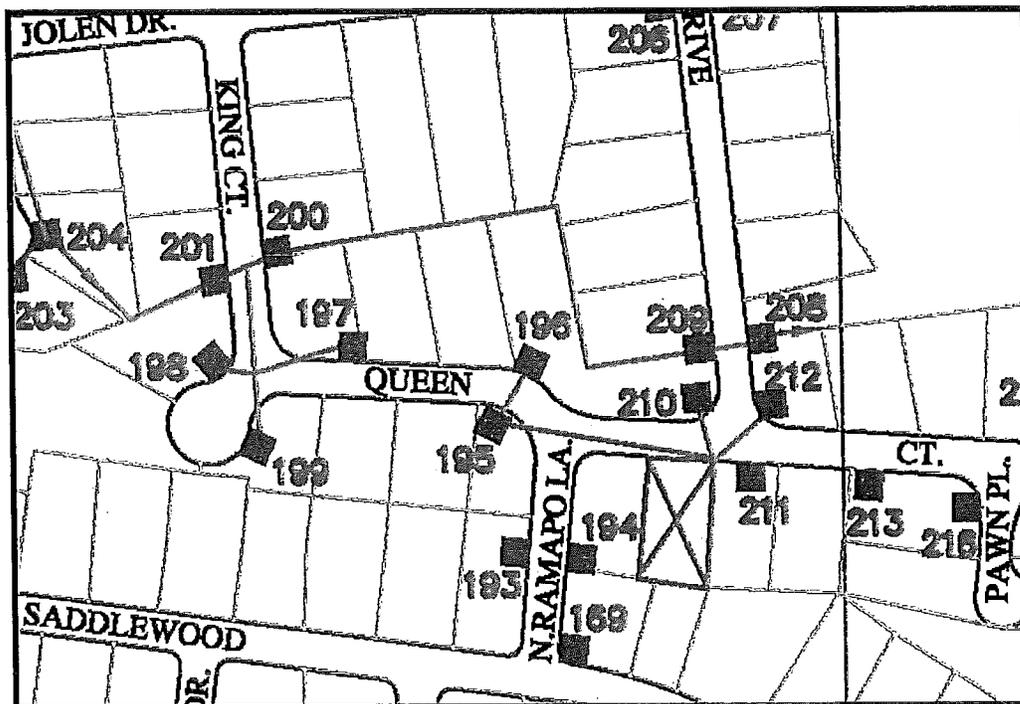


Exhibit #1

Roadway runoff impacts are affected by several design elements. These elements include, but are not limited to, catch basin quantity, pipe infrastructure size, drainage areas, times of concentration, the availability of curb along roadways, roadway slopes, and types of land use coverages. Coverages pertain to areas of impervious and pervious cover. Based upon site observances, the elements that have the most impact on the P.Q. are the roadway slope, driveway elevation, and the quality of the curb separating the roadway and driveway. Curb is utilized to frame the roadway, provide structural stability, and to create a gutter line for stormwater runoff. Due to the existing curb and driveway elevation, the gutter flow occurs within the driveway in question. This is evidenced by the accumulation of sediment / silt



build-up within the eastern corner of the driveway. The flow is not channelized to remain with the roadway pavement section.

To address the current drainage conditions, there are several potential mitigating solutions. Each varies in magnitude and overall cost. The potential solutions are as follows:

- Reconstruction of the curb and driveway to elevate both from the existing conditions. This method would provide a gutter line to divert stormwater runoff toward existing Catch Basin #211. A typical depressed curb has a 1.5 inch reveal to channelize gutter flow.
- Construct a trench drain adjacent to the existing curb within the resident's driveway. The trench drain would be connected to the municipal stormwater system located approximately 90 feet away. This method would evacuate accumulated stormwater within the driveway. However, survey and design would be required to locate the exact discharge connection location.
- Reconstruction of the existing roadway. This method will require the evaluation and survey of the P.Q. along with immediate roadway system to identify the extents of the reconstruction.

Neglia Engineering trusts you will find the above in order. Should you have any questions, require additional information, or would like our office to proceed with any of the surveying / engineering services related to this matter, please do not hesitate to contact this office.

Very truly yours,  
**Neglia Engineering Associates**

A handwritten signature in black ink, appearing to read 'G. Polyniak', written over a light blue horizontal line.

Gregory J. Polyniak, P.E., P.P., C.P.W.M., C.M.E.  
For the Borough Engineer  
Borough of Hillsdale

Very truly yours,  
**Neglia Engineering Associates**

A handwritten signature in black ink, appearing to read 'D. Juzmeski', written over a light blue horizontal line.

David Juzmeski, P.E., P.P.  
For the Borough Engineer  
Borough of Hillsdale

cc: Mayor & Council (via: Regular Mail)  
Mark D. Madaio, Esq. (via: Email and Regular Mail)

RECEIVED

SEP 24 2015

September 24, 2015

Initial: \_\_\_\_\_

Attn: Susan Witkowski - Borough Administrator

Dan O'Rourke - DPW Superintendent

I am giving notice that I am resigning from the Department of Public Works. My last day of work will be on Sunday, October 4, 2015. I thank you for the many years of employment.

Sincerely,



Christopher J. Wheeler

**BOROUGH OF HILLSDALE  
BERGEN COUNTY, NEW JERSEY  
ORDINANCE NO. 15-18  
(Introduction)**

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**AN ORDINANCE AMENDING AND SUPPLEMENTING  
CHAPTER 363 OF THE REVISED GENERAL CODE OF  
BOROUGH OF HILLSDALE ENTITLED "TOBACCO  
SALES" TO INCLUDE ALL TYPES OF TOBACCO  
PRODUCTS**

WHEREAS, the General Code of the Borough of Hillsdale, Chapter 363 provides for Tobacco Sales; and

WHEREAS, said Code states tobacco/cigarettes shall not be sold to any person under the age of 19; and

WHEREAS, the Mayor and Council of the Borough of Hillsdale desire to amend the products to include tobacco in any form, including smokeless tobacco, cigarette paper, and electronic smoking devices.

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

Chapter 363-1 shall be amended to read as follows:

- A. It shall be unlawful to sell any cigarettes made of tobacco or of any other matter or substance which can be smoked, or any cigarette paper or tobacco in any form, including smokeless tobacco, or any electronic smoking devices that can be used to deliver nicotine or other substances to the person inhaling from the device, including but not limited to, an electronic cigarette, cigar, cigarillo or pipe, or any cartridge or other component of the device or related product to a person under 21 years of age.
- B. Sign Requirements. The following six-inch by eight-inch sign shall be posted in a conspicuous place near each cash register in all retail establishments which sell tobacco products:  
"SALE OF TOBACCO PRODUCTS TO ANY PERSON UNDER THE AGE OF 21 IS PROHIBITED BY LAW. Legal proof of age must be shown. A person who sells or offers to sell a product to a person under 21 years of age may be prosecuted in accordance with state and local ordinances."

Chapter 363-2 shall be amended to read as follows:

It shall be unlawful for a tobacco/cigarette retailer to sell or permit to be sold cigarettes or other tobacco products to any individual without requesting and examining identification from the purchaser positively establishing the purchaser's age as 21 years or greater, unless the seller has some other conclusive basis for determining the buyer is over the age of 21 years.

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

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

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

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

Introduced: October 13, 2015

Attest:

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

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

**BOROUGH OF HILLSDALE  
BERGEN COUNTY, NEW JERSEY  
ORDINANCE NO. 15-19  
(Introduction)**

---

**AN ORDINANCE TO MANDATE DIRECT DEPOSIT FOR MUNICIPAL  
EMPLOYEES BY THE BOROUGH OF HILLSDALE  
PURSUANT TO C. 52:14-15f et. Seq.**

WHEREAS, P.L. 2013 c. 28, authorizes local governments to mandate direct deposit for certain governmental employees effective after July 1, 2014; and

WHEREAS, P.L. 2013 c. 28 permits governing bodies to grant exemptions on such terms and conditions as they deem necessary.

NOW THEREFORE, BE IT ORDAINED, by the Borough of Hillsdale, located in Bergen County, State of New Jersey according to the following:

Section 1. All full time employees and elected public officials who receive compensation from the Borough of Hillsdale are mandated to have direct deposit of their compensation as of January 1, 2016 in accordance with Chapter 28 P.L. 2013, as defined under C.52:14-15f (b).

Section 2. Seasonal and temporary employees who are employed by the Borough of Hillsdale are exempt from the direct deposit mandate.

Section 3. Municipal employees may request, in writing, an exemption from the direct deposit mandate to the Borough of Hillsdale's Administrator. Such requests will be presented to the Mayor & Council within 15 days of the next scheduled Council meeting. The Mayor & Council may grant such an exemption by resolution and only for good cause.

Section 4. If any Section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the Section, paragraph subdivision, clause or provision so adjudged and the remainder of the Ordinance shall be deemed valid and effective.

Section 5. All ordinances or parts of ordinances inconsistent with or in conflict with the Ordinance are hereby repealed to the extent of such inconsistency.

Section 6. This Ordinance shall take effect twenty days after final publication according to law.

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

Introduced: October 13, 2015

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

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

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15204**

---

**2014 ANNUAL AUDIT**

WHEREAS, N.J.S.A. 40A: 5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2014 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations; and

WHEREAS, the members of the governing body have personally reviewed, at a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the Director, Timothy Cunningham, under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, That the Municipal Council of the Borough of Hillsdale, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

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

Adopted: October 13, 2015

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

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

**GROUP AFFIDAVIT FORM**

**CERTIFICATION OF GOVERNING BODY**

STATE OF NEW JERSEY }

COUNTY OF BERGEN }

We, members of the Governing Body of the Borough of Hillsdale, County of Bergen, State of New Jersey, of full age, being duly sworn according to law, upon oath depose and say:

1. We are duly elected members of the Council of the Borough of Hillsdale, New Jersey.
2. In the performance of our duties, and pursuant to the Local Finance Board Regulation, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2014.
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled:

**GENERAL COMMENTS RECOMMENDATIONS**

L.S.	Jason DeGise
L.S.	Anthony DeRosa
L.S.	Chrisoula Looes
L.S.	Lawrence Meyerson
L.S.	Frank Pizzella
L.S.	John Ruocco

Sworn and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Susan Witkowski  
Notary Public of New Jersey

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15205**

---

**WHEREAS**, the Borough Council of the Borough of Hillsdale entered into the Municipal Shared Services Defense Agreement (“MSSDA”) for the purpose as set forth therein, which included retaining a common expert in the Declaratory Judgment action (“Litigation”) that was filed in accordance with In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (“Decision”); and

**WHEREAS**, the MSSDA identified Dr. Robert Burchell, a distinguished professor at Rutgers University, as the expert to be retained; and

**WHEREAS**, Dr. Burchell became ill and has been unable to complete the obligations under the Research Agreement as set forth in the MSSDA; and

**WHEREAS**, as a result, Rutgers University has exercised its right to terminate the Research Agreement as permitted under its terms; and

**WHEREAS**, the MSSDA requires modification to allow the members to retain one or more alternative experts, consultants and/or other professionals for the Litigation; and

**WHEREAS**, an Amendment to the MSSDA (“Amendment”) has been prepared to effectuate the modification; and

**WHEREAS**, the Borough Council of the Borough of Hillsdale recognizes that the Litigation requires immediate action and may require further expedited actions by its counsel determined to be necessary and appropriate; and

**WHEREAS**, the Mayor and Council of the Borough of Hillsdale has determined that it is in the best interests of the citizens of the Borough of Hillsdale to approve the Amendment, and/or to affirm and ratify the Amendment, and to authorize their designated counsel to take actions on behalf of the municipality with regard to the multiplicity of issues raised and associated with the continued implementation of the MSSDA;

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Hillsdale, as follows:

1. The terms and conditions of the Amendment to MSSDA attached hereto are hereby approved, and/or ratified and confirmed.
2. The Mayor and Borough Clerk be and are hereby authorized to execute the aforesaid Amendment.
3. The Borough Council of the Borough of Hillsdale hereby authorizes Jeffrey R. Surenian, Esq., to execute an agreement on behalf of the Borough of Hillsdale with Econsult Solutions, Inc.

The Borough Council of the Borough of Hillsdale hereby authorizes Jeffrey R. Surenian, Esq., to execute on behalf of the borough of Hillsdale with the approval of the Borough of Hillsdale's designated counsel such other agreement(s) as are advisable to effectuate the purposes of the MSSDA as amended.

4. The Borough Council of the Borough of Hillsdale further authorizes its designated counsel to approve such other changes to the MSSDA as may be necessary to effectuate its purposes, and to take action on behalf of the municipality with regard to the multiplicity of issues raised and associated with the implementation of the MSSDA provided that the action will not require the municipality to appropriate and commit any additional funding for the MSSDA.

In the event such changes and actions require the municipality to appropriate and commit any additional funding for the MSSDA, The Borough of Hillsdale shall only be responsible for such funding if it authorizes same.

5. If additional monies are needed to effectuate the intent and purpose of the MSSDA, no such services shall be authorized by designated counsel without further action from the Borough of Hillsdale.

6. This Resolution shall take effect immediately.

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

Adopted: October 13, 2015

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

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

**AMENDMENT TO THE  
MUNICIPAL SHARED SERVICES DEFENSE AGREEMENT**

This Amendment to the Municipal Shared Services Defense Agreement (“MSSDA”) previously entered into in by the Members of the MSSDA in or after June, 2015,

WHEREAS several municipalities have previously entered into a MSSDA authorizing the retention of Rutgers University and its Principal Investigator, Dr. Robert Burchell to perform certain tasks as outlined therein, including, without limitation, the development of a reasonable position consistent with applicable law as the means by which the fair share of municipalities may be determined; and

WHEREAS, Dr. Burchell had a serious health event on or about July 27, 2015 that has impeded the goal of the MG to obtain such a report; and

WHEREAS, more specifically, Rutgers University (hereinafter “Rutgers”) has indicated that Dr. Burchell is the only one at the University that could perform the work contemplated by the contract between the Municipal Group (“MG”) and Rutgers, dated July 2015 (hereinafter “Rutgers Agreement”); and

WHEREAS, as result of the foregoing, Rutgers is not able to complete the work required by the Rutgers Agreement; and

WHEREAS, on September 11, 2015, Rutgers sent the representative of the MG a letter terminating the Rutgers Agreement; and

WHEREAS, even before receipt of the termination letter, vigorous efforts have been made to find an expert that can perform the services that Rutgers is no longer able to provide; and

WHEREAS, it has been determined that Econsult Solutions, Inc. (“Econsult”) has the interest and capability to perform the services as expeditiously as possible; and

WHEREAS, it has been further determined that the MSSDA, as presently written, does not permit the MG to enter into an agreement with any other expert than Rutgers; and

WHEREAS, because of the foregoing, it has been determined that an amendment to the MSSDA is necessary to empower the MG to enter into an agreement with Econsult.

Now, therefore, in consideration of the mutual benefits that will be derived, the Members of the MG hereby agree as follows:

1. Section 1 of the MSSDA, titled "Purpose" is hereby amended as follows:

Section 1(b)-(d) shall be replaced with:

(b) collectively retain such experts and/or consultants, including but not limited to Econsult Solutions, Inc. as may be necessary,

(c) collectively work with experts or consultants that have been retained, including but not limited to Econsult, to conduct an analysis and report of the housing need for each region and the allocation of that need to the individual municipalities in the region;

(d) may elect, at the exclusive expense of any Member or group of Members, to rely upon and present such experts or consultants as a witness in the Litigation, including for any mediation, Alternative Dispute Resolution or other proceeding involving a determination of a Member's Affordable Housing Obligation;

2. Section 3 of the MMSDA titled "Retention of Burchell" is hereby amended and is titled as "Retention of Experts and/or Consultants." This section is amended to provide that the administrators of the MMSDA, shall retain such experts and/or consultants, including but not limited to Econsult, as may be necessary and to communicate with such experts and/or consultants in the method and manner as set forth.
3. Section 5, titled "Shared Costs" is hereby amended to provide that shared costs shall include payment to any expert or consultant, including but not limited to Econsult, and such other professionals, and/or common counsel, as shall be agreed upon by the Members in accordance with the terms and procedures of the MSSDA.
4. Section 6, titled "Expenses Not Covered by This Agreement" shall be amended to allow any member or group of Members of the MMSDA to retain Econsult or any other commonly retained expert and/or consultant for the purposes as set forth in the MSSDA; however, it shall be in accordance with the rate schedule as set forth in any agreement between the MSSDA and such expert and/or consultant; it shall not be based upon the rates as set forth for Dr. Burchell nor shall payment be made to Rutgers except to the extent that representatives of the MG may pay the remainder of the 70,000 in expense allocated for the provision of a final report in accordance with the underlying agreement and/or for the purposes of securing rights to information that otherwise would not be available. Any amounts in excess of the \$70,000 that may be needed to secure the right to use the underlying data that Rutgers has assembled may only be paid if authorized at a meeting held in accordance with paragraph 2 of the underlying agreement.
5. Section 7, titled "Liaison Counselor Committee" is hereby amended to allow Jeffrey R. Surenian, Esq. to pay an administrative assistant to administer this MSSDA and the consortium at a rate not to exceed \$70 per hour and to pay out of pocket expenses.

6. Section 11, titled "Common Interest" is amended by removing any reference to Dr. Burchell and shall refer to any expert and/or consultant, including but not limited to Econsult, that have been retained by the MSSDA.
7. Section 15, titled "Conflict of Interest" is amended by removing any reference to Dr. Burchell and shall refer to any expert and/or consultant, including but not limited to Econsult, that have been retained by the MSSDA.
8. Section 16, titled "Effective Date" is amended removing the reference to "Rutgers" and replacing it with "such experts and/or consultants, including but not limited to Econsult, that have been retained by the MSSDA
9. Section 17, titled "Subsequent Agreement" , shall be amended to include paragraph 17 c as follows: Since the Agreement between Econsult and the MG may not have been finalized at the point of execution of this amendment, the designated attorney for the municipality shall have 10 business days from receipt of the Econsult Agreement by electronic mail to withdraw from the consortium and secure a rebate of the 2,000 paid minus the pro rata share of all costs and expenses incurred to the date of such withdrawal.
10. All other provisions in the MSSDA that refer to or may be interpreted to relate or refer to dealings with Rutgers or Burchell are removed and amended to provide that the MSSDA permits the retaining of such experts and/or consultants, including but not limited to Econsult, as may be agreed upon by the Members in accordance with the terms and provisions of the MSSDA. All other terms and provisions remain unchanged and in effect.

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

ATTEST:

\_\_\_\_\_  
, Clerk

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

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15206**

---

**APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT  
CONTRACT WITH THE NEW JERSEY DEPARTMENT OF  
TRANSPORTATION FOR THE HILLSDALE AVENUE ROADWAY  
IMPROVEMENTS PROJECT**

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of Hillsdale formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2016-Hillsdale Avenue Roadway Improvement-00117 to the New Jersey Department of Transportation on behalf of the Borough of Hillsdale.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Hillsdale and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

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

Adopted: October 13, 2015

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

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

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15207**

---

**INTERLOCAL AGREEMENT BETWEEN THE BOROUGH OF HILLSDALE  
AND THE TOWNSHIP OF RIVERVALE FOR THE USE OF THE  
INDOOR POLICE PISTOL RANGE**

**WHEREAS**, the Borough of Hillsdale (Hereinafter Hillsdale) and the Township of River Vale (Hereinafter River Vale) are desirous of entering into an Interlocal Services Agreement under the provisions of N.J.S.A. 40:8-1 for the use by River Vale of the Hillsdale indoor police pistol range located at 380 Hillsdale Avenue, Hillsdale, NJ 07642; and

**WHEREAS**, the municipalities of Hillsdale and River Vale have determined that this agreement and the payment of the costs and equipment is an appropriate for use of this facility and would promote shared services between the local units and would be beneficial to them.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Bodies of these municipalities that they hereby enter into and execute this Inter-local Services Agreement generally under the terms and conditions of the agreement which shall be executed by the respective Mayors of Hillsdale and River Vale.

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

Adopted: October 13, 2015

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

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

INTERLOCAL AGREEMENT BETWEEN THE BOROUGH OF HILLSDALE AND  
THE TOWNSHIP OF RIVERVALE FOR THE USE OF THE INDOOR POLICE  
PISTOL RANGE

1. This agreement shall be effective January 1, 2016 through December 31, 2016.
2. The Township of River Vale will pay the Borough of Hillsdale \$2,319.69 for the term of the agreement for use of this facility by the River Vale Police Department sworn officers to use the facility for state qualifying shooting. Payment will be made payable to the Borough of Hillsdale on an annual basis. There usage fee will increase by 2% annually at renewal.
3. The facility to be utilized is the Indoor Police Pistol Range in Hillsdale which is located at 380 Hillsdale Avenue, Hillsdale, NJ 07642.
4. The use of the range will be coordinated by the Police Chiefs of the respective municipalities and their departmental range officers.
5. Insurance for the use of the Hillsdale range by the River Vale Police Department is provided by the Joint Insurance Fund. The Township of River Vale and its Police Officers agree to follow all rules, regulations, and instruction issued by Hillsdale Police Department for the safe, proper and authorized use of the facility. The Hillsdale Chief of Police shall in his or her sole discretion make such determination of any breach or violation of said rule or regulations, and take appropriation action as he shall deem in his or her sole discretion is necessary.
6. This Interlocal Agreement will have an option for renewal of an additional year of January 1, 2017 through December 31, 2017 if mutually agreed upon both communities on or before November 1, 2016 The cost for the second year of the agreement will be \$2,366.09.

~AGREEMENT~

By our execution of the attached resolution and agreement, we acknowledge its terms and understandings as set forth above for the use of the Hillsdale Indoor Police Pistol Range.

Borough of Hillsdale:

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

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

Township of River Vale:

\_\_\_\_\_  
Glenn Jasionowski, Mayor

\_\_\_\_\_  
Karen Padva, Borough Clerk

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15208**

---

**REQUESTING PERMISSION FOR THE DEDICATION BY RIDER  
FOR TRAIN STATION DONATIONS**

**WHEREAS**, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

**WHEREAS**, N.J.S.A. 40A:5-29 provides for the receipt of donated funds by the municipality to provide for the operating costs to administer this act; and,

**WHEREAS**, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the Train Station Donation Trust are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Hillsdale, County of Bergen, New Jersey as follows:

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures under the provisions of N.J.S.A. 40A:5-29 for the exclusive purposes of depositing and expending funds donated by individuals to offset the costs of Borough train station repairs through the Train Station Donation Trust.
2. The Municipal Clerk is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

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

Adopted: October 13, 2015

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

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

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15209**

---

**AUTHORIZATION TO CANCEL OUTSTANDING CHECKS**

**WHEREAS**, the following checks issued from Borough bank accounts have been outstanding for more than a year and are now stale-dated.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the Borough of Hillsdale that the following checks be canceled and voided and that all such funds be returned to each fund account as appropriate:

<u>CHECK #</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>FUND</u>
1699	2/1/14	\$ 210.00	Public Assistance
2050	12/1/14	\$ 294.00	Public Assistance
2600	8/15/13	\$ 50.00	Escrow
2604	8/15/13	\$ 50.00	Escrow
23034	1/31/14	\$ 5,549.00	Current
24218	11/18/14	\$ 835.19	Current
4861	12/19/13	\$ 117.00	Stonybrook
4879	1/31/14	\$ 53.00	Stonybrook
34119	9/7/07	\$ 36.40	Payroll
48302	6/8/12	\$ 11.54	Payroll
48484	6/22/12	\$ 10.64	Payroll
49945	6/8/12	\$ 234.22	Payroll
10069	10/11/13	\$ 84.70	Payroll
10245	11/22/13	\$ 115.36	Payroll
10319	11/22/13	\$ 182.28	Payroll
10321	11/22/13	\$ 266.59	Payroll
10513	1/17/14	\$ 438.06	Payroll
10514	1/17/14	\$ 457.06	Payroll
10961	5/9/14	\$ 227.14	Payroll
11095	6/6/14	\$ 54.85	Payroll
11109	6/6/14	\$ 28.83	Payroll
11267	6/20/14	\$ 99.55	Payroll
11280	6/20/14	\$ 53.75	Payroll
11314	6/20/14	\$ 74.50	Payroll
11420	7/4/14	\$ 39.57	Payroll
11548	7/18/14	\$ 341.70	Payroll
11562	7/18/14	\$ 260.60	Payroll
11624	7/18/14	\$ 12.20	Payroll
11757	7/18/14	\$ 697.77	Payroll
11931	8/1/14	\$ 69.43	Payroll
12691	9/26/14	\$ 29.40	Payroll
12787	10/10/14	\$ 38.57	Payroll
12976	11/21/14	\$ 277.05	Payroll
12982	11/21/14	\$ 91.43	Payroll
12998	11/21/14	\$ 92.35	Payroll

12976	11/21/14	\$	277.05	Payroll
12982	11/21/14	\$	91.43	Payroll
12998	11/21/14	\$	92.35	Payroll

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

Adopted: October 13, 2015

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

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

**THE COUNTY OF BERGEN  
2014 HISTORIC PRESERVATION TRUST FUND GRANT PROGRAM  
GRANT AGREEMENT  
BETWEEN THE  
BOROUGH OF HILLSDALE,  
NEW JERSEY TRANSIT  
AND THE  
COUNTY OF BERGEN**

This Agreement is made on July 15, 2015 BETWEEN, the **County of Bergen**, whose address is One Bergen County Plaza, Hackensack, New Jersey 07601-7076 and is referred to hereinafter as the "Grantor" or "County" and the **Borough of Hillsdale**, whose address is 380 Hillsdale Avenue, Hillsdale, New Jersey 07642, and is referred to hereinafter as the "Grantee" and **New Jersey Transit**, whose address is One Penn Plaza East, Newark, New Jersey 07105-2246 and is referred to hereinafter as the "Owner".

**WITNESSETH:**

**WHEREAS**, the County has established the Bergen County Open Space, Recreation, Farmland and Historic Preservation Trust Fund pursuant to Freeholder Resolution #1853, that was passed on November 24, 1998, and modified in accordance with Freeholder Resolution #1753, adopted on December 17, 2003, to assist municipalities and qualified charitable conservancies in acquiring, preserving and maintaining open space, recreation, farmland & historic preservation properties;

**WHEREAS**, the Grantee has made application to the County for financial assistance under the Bergen County Historic Preservation Trust Fund Grant Program of the Bergen County Open Space, Recreation, Farmland and Historic Preservation Trust Fund Program (hereinafter "Program") for Roof Repairs of the Hillsdale Railroad Station; and

**WHEREAS**, the County has reviewed said application; and has found the Approved Project to be in conformance with the scope and intent of the Program and has approved the Grantee's request for funding; and

**WHEREAS**, the Grantee is an eligible applicant in accordance with the 2014 Bergen County Historic Preservation Trust Fund Program Guidelines of July 2014 (Guidelines); and

**WHEREAS**, the Project Site, the Hillsdale Railroad Station, located within the Borough of Hillsdale, and being a portion of Tax Block 1105, Lot 5 in on the tax map of the Borough of Hillsdale, is listed on the New Jersey Register of Historic Places and on the National Register of Historic Places; and

**WHEREAS**, the Project is consistent with the Bergen County Historic Preservation Plan for the Bergen County Historic Preservation Trust Fund Program; and

**WHEREAS**, the Grantee has a valid lease from the Owner, New Jersey Transit, for a term as set forth in the Guidelines; and

**WHEREAS**, the Grantee agrees that all project activities will conform to *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (36CFR Part 68); and

**WHEREAS**, the Board of Chosen Freeholders passed Resolution No. 782-15 on July 15, 2015 authorizing funding in the amount of \$100,000.00 toward the Project Budget of \$200,000.00 as described in the Owner's application.

**NOW, THEREFORE**, in consideration of the award of funding, and in accordance with the application filed, the Grantor and the Grantee agree to perform in accordance with the terms and conditions set forth in this agreement.

1. **Approved Project.** The "*Roof Repair of the Hillsdale Railroad Station*" (hereinafter the "Approved Project") must be completed in accordance with the terms of this Agreement this Agreement application and/or as set forth in any Revised Project Description and/or Revised Budget approved by the Bergen County Historic Preservation Advisory Board (hereinafter the "BCHPAB") and/or as set forth in any plans and specifications approved by the New Jersey State Historic Preservation Office (hereinafter the "HPO"); and incorporated herein by reference.
2. **Funding.**
  - a. Award. The amount of the award to be provided by the County under this agreement is One Hundred Thousand (\$100,000.00) Dollars. The County award is based upon the Grantee's Application Form with an approved Project Budget of \$200,000.00.
  - b. Matching Funds. The Grantee is responsible for providing all funds, including but not limited to matching funds of 100,000.00 as shown on the application's budget, in excess of the County grant award necessary for completion of the Approved Project.
  - c. Application of Proceeds. Grantee agrees that any Program funds received from the County shall only be used for the purposes described in its initial application or as amended by Revised Project Description approved by the Bergen County Historic Preservation Advisory Board (BCHPAB); and shall not be used for any ineligible activities as set forth in N.J.S.A. 40:12-15, et seq. and Section XIX, pages 6-7, of the Guidelines.
  - d. Payment Requests. The Project Award of \$100,000.00 will be transmitted to the Grantee upon submission of signed Payment Request Forms for services rendered with the appropriate bills and work descriptions for the Project Budget of \$200,000.00 and Grant Project Completion Checklist with specified attachments. In some cases, prior to payment, an inspection will be required to be performed by the BCHPAB or its authorized representative, in order to ensure that work was properly completed in accordance with the application and *The Secretary of Interior's Standards for the Treatment of Historic Properties*.
  - e. Accounting. The Grantee agrees to track all monies for this project by accounting software or, in the alternative, open a separate checking account to prevent the commingling of the grant funds with other agency/organization funds.
  - f. Withholding of Funds. In the event Grantee fails to perform the services, obligations, or responsibilities provided for under this Agreement, the Grant Application, and the Guidelines and/or as set forth in any Revised Project Description and/or Revised Budget approved by the BCHPAB and/or as set forth in any plans and specifications approved by the HPO; or in the event that the services do not attain the objectives set forth in the initial application or this Agreement to the sole satisfaction of the County, the County

may withhold all, or a portion of, any payment to be made under this Agreement, and in addition, may terminate this agreement. In the event of termination, the County shall have no further liability to the Grantee and in no event will the County be liable to pay for services not rendered.

### 3. **Treatment of Historic Property.**

- a. Approved Professionals. All professionals, contractors, and subcontractors who are to perform work on this project must be approved by the BHPAB prior to the commencement of work. This is to ensure that contractors have had successful experience with projects involving historic structures or sites and do work consistent with *The Secretary of the Interior's Standards for the Treatment of Historic Properties*.
- b. Approved Specifications. Prior to the commencement of any construction work for the Project, all plans and specifications shall be submitted to the HPO for review and approval to ensure conformance with *The Secretary of Interior's Standards for the Treatment of Historic Properties*. A copy of the HPO approval documentation must be submitted to the BHPAB and project work must conform to the approved documents.
- c. Project Director. The Bergen County Historic Preservation Advisory Board is the project director for this program and will advise the Grantee in performance of the required services.

### 4. **Progress Reports & Documentation.**

- a. Substantial Progress. The Project must be substantially underway by July 15, 2017 when the initial request for payment must be submitted by the Grantee to the County and the final completion report and final request for payment must be submitted by July 15, 2018. Any request for an extension of this performance period must be in writing. There shall be no obligation on the part of the County to renew or extend this time period
- b. Progress Reports. The Grantee, at the request of the County, may be required to prepare a progress report and submit it to the County within 30 calendar days after the date requested. The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed. The County may, at its discretion, make visits to the site to review the Project's progress. At the project's completion, the Grantee, as a condition of final payment, must complete the Grant Project Completion Checklist, submit attachments, and execute the historic preservation easement agreement when such easement is required.
- c. Documentation. The Grantee shall furnish and deliver all necessary documentation within the time frame and in the manner requested by the County and grant County personnel or any other authorized representatives reasonable access to all records related to the Approved Project.

5. **Restrictions on Transfer / Historic Preservation Easement.** The Grantee and Owner agrees, in perpetuity, not to lease, sell, exchange, or donate the property described herein as the Project Site, pursuant to the above statute except upon approval by the County of Bergen or under such conditions as the County of Bergen may establish. Grantees receiving aggregate grants in excess of \$30,000 agree to execute an historic preservation easement agreement (historic preservation

deed restriction) with the County of Bergen, which will remain in effect for 15 years after the completion of the Project in order to assure the long-term preservation of the Project Site. The owner of the property, New Jersey Transit, agrees to execute a historic preservation easement agreement (historic preservation deed restriction) with the County of Bergen, which will remain in effect for 15 years after the completion of the Project in order to assure the long-term preservation of the Project Site

6. **Public Accessibility.** The Project Site will continue to be open to the public, at a minimum, as stated in Section 12, "Property Status and Condition" of the Grantee's application for funding or on a schedule that is approved by the BCHPAB, unless public accessibility would be detrimental to the Project Site.
7. **Conflicts of Interest.** No official or employee or Board member of the Grantee shall have any financial or other personal interests in any contract or subcontract involving the Approved Project.
8. **Indemnification.** The Grantee shall defend, indemnify, protect and save harmless the County of Bergen and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of any kind or nature, arising out of, or claimed to arise out of, any act, error or omission of the Grantee, its consultants, contractors, agents, servants and employees in the performance of the work funded under this agreement, including, but not limited to, expenditures for investigation, legal defense, settlement and/or judgment. In addition to the Grantee naming County of Bergen as an Additional Insured on its public liability insurance policies, the Grantee shall require, in all agreements for professional and non-professional contract services necessary for the performance and completion of work funded under this agreement, that Grantee and County of Bergen are named as Additional Insured on the service providers' public liability insurance policies
9. **Liability Insurance.**
  - a. The Grantee shall procure and maintain at its own expense general liability insurance with limits of not less than \$1,000,000.00 per Occurrence/\$2,000,000.00 Aggregate, for any personal, bodily injury, or property damage caused by the Grantee in its normal and usual course of business. The Grantee shall name the County of Bergen as an Additional Insured under said policy. The Grantee shall provide to the County of Bergen, evidence of such coverage in the form of Certificate of Insurance, naming the County of Bergen as Additional Insured and Certificate Holder. The Certificate must provide for 30 days "Notice of Cancellation" in the event the Grantee's policy is cancelled for any reason. The Grantee expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Grantee's obligations assumed in this Agreement and shall not be construed to relieve the Grantee from liability in excess of such coverage.
  - b. Municipal Grantees who participate in the South Bergen Joint Insurance Fund or the Bergen Joint Insurance Fund will be deemed to have complied with the requirements of Paragraph 9a above in as much as they have provided the County of Bergen with blanket Certificates of Insurance which include additional insured endorsements.
10. **Disputes.** If a dispute is not mutually resolved through non-binding mediation conducted by a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the

County and the Grantee, then in that event, the dispute shall be resolved through binding arbitration.

- a. Arbitration. Should there arise any disagreement between the Parties to this Agreement respecting the meaning and intent of this Agreement or performance of any of its terms or provisions, the Parties agree to settle the same by arbitration, before a single arbitrator who is a retired New Jersey Superior Court Judge, with such pre-hearing discovery as may be permitted by the arbitrator. The decision of the arbitrator shall be final and the Judgment may be entered upon it in accordance with applicable law in any Court having jurisdiction thereof.
- b. Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking injunctive relief in the appropriate division of the Superior Court of New Jersey in Bergen County. In the event of litigation, each government entity waives whatever rights it may have to trial by jury in order to prevent irreparable harm from occurring that may arise from a breach or threatened breach of this Agreement; however, any damage claim that may be associated therewith shall be exclusively resolved through arbitration in accordance with the preceding paragraph.

## 11. MISCELLANEOUS

- a. Entire Agreement. This Agreement, including any Exhibits and Addenda attached hereto, contain the sole and entire Agreement between the parties and supersedes all negotiations and prior agreements or understandings between the parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- b. Assignment. No Party may assign this Agreement nor any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- c. Force Majeure. Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.
- d. General. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq., without regard to its conflict of law principles. All disputes arising out of this Agreement shall be resolved through arbitration or the Courts of the State of New Jersey set forth herein.
- e. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.

- f. No Third Party Beneficiaries. Nothing contained herein shall be construed so as to create rights in any third party

**12. Representations.** The Grantee represents that:

- a. Authorization. All proceedings required to be taken by or on behalf of the Grantee and the Owner to authorize it to make, deliver and carry out the terms of this Agreement have been taken and this Agreement is the legal, valid and binding obligation of the Grantee and Owner enforceable in accordance with its terms.
- b. Change in Representations and Warranties. The Grantee shall notify the County promptly upon obtaining knowledge of any material change in any of the Grantee's representations and warranties contained herein.
- c. Compliance with Laws. The Grantee is in compliance with all applicable State and Federal Laws in connection with its business and activities related to the services to be provided including, but not limited to any applicable Federal or State Civil Rights Law, order or regulation.
- d. Material Events. The Grantee and the Owner will promptly inform the County in writing of any material event adversely affecting the ownership, use, occupancy, operation or maintenance of the Property, whether or not insured against.
- e. No Defaults. The Grantee and Owner will not cause or permit any default beyond the applicable cure period under any mortgage or deed of trust covering the Property, or cause or permit the foreclosure of any lien affecting the Property.
- f. No Liens or Encumbrances. The Grantee and Owner agrees that it will not create, suffer or permit to be created, and that it will promptly remove or discharge, any liens or encumbrances against the Property arising subsequent to the date of this Agreement.
- g. No Proceedings. There are no proceedings at law or in equity before any court, grand jury, administrative agency or other investigative agency, bureau or instrumentality of any kind pending or, to the best of the Grantee's knowledge, threatened, against or affecting the Grantee, the Owner, or the Property that (i) involve the validity or enforceability of this Agreement or any other instrument or document to be delivered by the Grantee and/or the Owner pursuant hereto, (ii) enjoin or prevent or threaten to enjoin or prevent the performance of the Grantee's or Owner's obligations hereunder or (iii) relate specifically to the Property (including, without limitation, the environmental condition of the Property) or the title thereto.

**13. Signage, Publicity, etc.**

- a. Project Sign. For construction projects: The Grantee shall construct a project sign pursuant to the sign specifications provided by the County. The sign shall be erected as soon as possible after the signing of the grant agreement and maintained until final payment has been received.
- b. Permanent Plaque. For properties receiving aggregate grants of \$50,000 or greater: upon completion of work, the Grantee is required to install a permanent marker or plaque that is approved by the BHPAB.

- c. Printed Materials, etc. The Grantee shall acknowledge the Bergen County Historic Preservation Trust Fund Grant support in all printed materials, media releases and announcements (including television and radio interviews). The Acknowledgement must read as follows: "This project was assisted by a grant from the Bergen County Historic Preservation Trust Fund, a part of the Bergen County Open Space, Recreation, Farmland and Historic Preservation Trust Fund."

**IN WITNESS WHEREOF**, the parties have executed this agreement and their corporate seals to be hereunto affixed as of the day and year first above written.

ATTEST/SEAL

**BOROUGH OF HILLSDALE**

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

Max Arnowitz, Mayor

ATTEST/SEAL

**NEW JERSEY TRANSIT**

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

John D. Del Colle, Regional Manager

ATTEST/SEAL

**COUNTY OF BERGEN**

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

James J. Tedesco III, County Executive

**BOROUGH OF HILLSDALE  
RESOLUTION 15211**

---

**AUTHORIZATION TO ENTER INTO A GRANT AGREEMENT FOR 2015-2016  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR  
HANDICAPPED ACCESSIBLE BATHROOM~TRAIN STATION**

BE IT RESOLVED, that the Mayor and Council of the Borough of Hillsdale wishes to enter into a grant agreement with the County of Bergen for the purpose of using \$49,800, forty-nine thousand eight hundred dollars in 2015-2016 Community Development Block Grant, Contract Number PV-01-15, Term of Contract, 07/01/15 through 06/30/16, Account Number 21-213-746-235-47-57, funds for:

**HANDICAPPED ACCESSIBLE BATHROOM~TRAIN STATION  
HILLSDALE, NEW JERSEY**

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorizes Mayor Max Arnowitz to be a signatory for the aforesaid grant agreement; and

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorizes Susan Witkowski to sign all County vouchers submitted in connection with the aforesaid project; and

BE IT FURTHER RESOLVED, that the Mayor and Council recognizes that the Borough of Hillsdale is liable for any funds not spent in accordance with the Grant Agreement; and that liability of the Mayor and Council is in accordance with HUD requirements.

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

Adopted: October 13, 2015

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Susan Witkowski  
Municipal Clerk

---

Max Arnowitz  
Mayor

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15212**

---

**AWARD OF A NON-FAIR AND OPEN  
CONTRACT FOR ELECTRONIC MESSAGE BOARD  
JHM SIGNS**

**WHEREAS**, the Borough of Hillsdale has a need for an electronic message board as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5. This contract is to provide a new electronic message board for the Borough of Hillsdale; and

**WHEREAS**, the Borough Administrator has solicited quotes for such services and determined in writing that the value of the contract will not exceed \$17,500.86; and

**WHEREAS**, the anticipated term of this contract is until the job is completed; and

**WHEREAS**, JHM Signs has submitted a proposal March 20, 2015, indicating they will provide the scope of work described to install the electronic message board for an amount not to exceed \$17,500.86; and

**WHEREAS**, JHM Signs has completed and submitted a Business Entity Disclosure Certification which certifies that JHM Signs has not made any reportable contributions to a political or candidate committee in the Borough of Hillsdale in the previous one year and that the contract will prohibit JHM Signs from making any reportable contributions through the term of the contract, and

**WHEREAS**, certification of availability of funds is hereby provided the Certified Finance Officer per N.J.A.C. 5:30-5.4.

**BE IT FURTHER RESOLVED**, that the Business Disclosure Entity Certification and the Determination of Value to be placed on file with this resolution; and

**WHEREAS**, the Local Public Contracts Law N.J.S.A. 40A:11-1 et. seq. requires that notice with respect to contracts for professional services awarded without competitive bids must be publicly advertised;

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Hillsdale as follows:

1. JHM Signs is hereby retained to provide an electronic message board as described above for an amount not to exceed \$17,500.86.
2. The contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a) because it is for services performed by persons authorized by law to practice a recognized profession. The Mayor and Borough Clerk are hereby authorized to sign said contract.

3. A copy of the Resolution as well as the contract shall be placed on file with the Borough Clerk of the Borough of Hillsdale.

4. The Borough Clerk is hereby directed to publish notice of this award as required by law.

**CERTIFICATION OF AVAILABILITY OF FUND**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:30-14.5 and any other applicable requirements, I, Michael Kaufmann, Chief Financial Officer of the Borough of Hillsdale, have ascertained that there are available sufficient uncommitted funds in the 2015 \_\_\_\_\_ Budget. Total Certified Amount : \$17,500.86

\_\_\_\_\_  
Michael Kaufmann  
Chief Financial Officer

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

Adopted: October 13, 2015

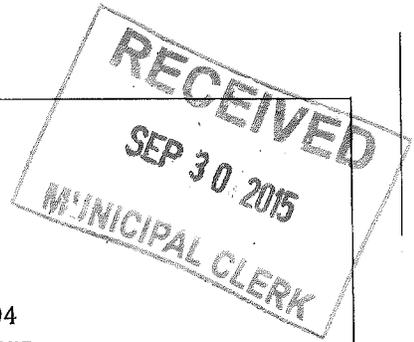
Attest: \_\_\_\_\_  
Susan Witkowski  
Municipal Clerk

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



## Borough of Hillsdale

380 Hillsdale Avenue • Hillsdale, New Jersey 07642-2794  
201-666-4800x1520 • Fax: 201-358-5002 • [www.hillsdalenj.org](http://www.hillsdalenj.org)  
Susan Witkowski, Municipal Clerk



September 24, 2015

JHM Signs  
1593 Springtime Road  
Alpha, New Jersey 08865  
ATTN: Delford S. Hesener

Dear Mr. Hesener,

As you are aware, P.L. 2004 C. 19, the New Jersey "Local Pay-to-Play Law", went into effect on January 1, 2006. All contracts having a value in excess of \$17,500 must be awarded through either a "fair or open" process or a "non-fair and open" process.

The Borough of Hillsdale has determined to award contract through a non-fair and open process. The process called for is consistent with the Local Public Contracts Law. Moreover, the "non-fair and open" process results in strict adherence to the Pay-to-Play Law, in that, contributions to political committees of elected officials will not be permitted.

In order for the Borough to award a contract as "non fair and open" contract, you must adhere to the following:

1. You must complete and return the enclosed Business Entity Disclosure Certification. In so doing, you must certify that you have not made any "reportable contributions" in the one year preceding award of contract as described in the enclosed instructions and definition form.
2. You may not make any "reportable contributions" during the term of the contract.

You must complete and return the enclosed Disclosure Certification and proposed contract before October 1, 2015, to be considered for an award of contract from and after such date. The Borough may not award a contract where a Disclosure Certification is not on file.

Please direct any questions to this office or the office of the Borough Attorney.

Sincerely,

  
Susan Witkowski  
Municipal Clerk

[switkowski@hillsdalenj.org](mailto:switkowski@hillsdalenj.org)

Go Green with Hillsdale • Please recycle. 

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR AWARD OF CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-1 et seq.  
BOROUGH OF HILLSDALE**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that JHM Signs has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 1, 2015 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Borough of Hillsdale as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Max Arnowitz, Mayor	Frank Pizzella, Councilmember
Jason DeGise, Councilmember	Hillsdale Republican Party, Inc.
Anthony DeRosa, Councilmember	Hillsdale Republicans 2014
John Ruocco, Councilmember	Hillsdale's Voice
Lawrence Meyerson, Councilmember	Bergen County Republican Organization, Inc.
Chrisoula Looes, Councilmember	Democratic Committee of Bergen County

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: JHM Sign Communications, Inc.  
 Signature of Affiant: [Signature] Title: President  
 Printed Name of Affiant: John A. Meyerson Date: 7/23/15

Subscribed and sworn before me this 28<sup>th</sup> day of September, 2015

My Commission expires:  
June 1, 2017

**JENNIFER L DICKSON**  
Notary Public  
State of New Jersey  
My Commission Expires June 1, 2017  
I.D.# 2360532

Jennifer L. Dickson  
(Witnessed or attested by)

(Seal)



**JHM Signs**

1593 Springtown Road  
Alpha, NJ 08865  
Ph: (908) 859-6668  
FAX: (908) 859-6698  
Email: info@jhmsigns.com  
Web: http://www.jhmsigns.com

**Estimate #: 35307**

<b>Created Date:</b> 3/20/2015 10:36:16AM	<b>Prepared For:</b> Borough of Hillsdale
<b>Salesperson:</b> Delford Hesener	<b>Contact:</b> Denise Kohan, Administrative
<b>Email:</b> dhesener@jhmsigns.com	<b>Office Phone:</b> (201) 497-1552
<b>Not Specified:</b> (908) 859-6668	<b>Office Fax:</b> (201) -
<b>Not Specified:</b> (908) 859-6698	<b>Email:</b> dkohan@hillsdalenj.org
<b>Entered by:</b> Delford Hesener	<b>Address:</b> 380 Hillsdale Ave. Hillsdale, NJ 07642

**Description: Digital Signage**

	Quantity	Unit Price	Subtotal
<b>1</b> Product: Misc.Taxble	1	\$17,500.86	\$17,500.86
<b>Description:</b> New single sided message center installed on existing structure. *Price Includes installation using existing electrical **JHM to repaint structure, re-do vinyl graphics and shroud out difference in visual opening Optec Model: ENV-20-Y-E-P-S-QR Display Specifications Product Line: Envision LED Pixel Pitch: 20.0mm Matrix Size: 48 x 128 Viewing Area: 3' 1 13/16" x 8' 4 13/16" Cabinet Size: 3' 1 13/16" x 8' 4 13/16" x 5 7/8" Color: Amber Color Processing: Amber 65,536 Shades LED's per pixel: Amber: 2 Character Size: 5.5" Inches # of Lines/Char. Line: 6 line(s), 21 characters Brightness: 4000 NIT's (+5%) Viewing Angle: 120 Degrees Horizontal Display Configuration: Single Face (1 Cabinet - Master) Maintenance Door: Front Cabinet Design: Non-Hinged Single Enclosure w/o border Display Net Weight: 378.62 lbs. per face (+/- 10%) Ventilation: Rear Vent Standard Features Dimming Levels: 100 - Auto & Manual Dimming/Temp. Sensor: Included Crate: Included Software: ViVID Software Upgrade: 5 Years Software Upgrades Software Training: Webinar Electrical & Venting Requirements AC Power Required: 120V Total Boot Up Amps*: 6.1 Regular Operating Amps*: 1.78 Example Electrical Cost*: US\$0.28/Day Venting Requirement*: 117.6 CFM • 1 Ea., Digital Readerboard			

<b>Estimate Total:</b>	\$17,500.86
<b>Subtotal:</b>	\$17,500.86
<b>Total:</b>	\$17,500.86
<b>Deposit Required:</b>	\$8,750.43

Payment Terms: Balance due upon receipt.

**Client Reply Request**

- Estimate Accepted "As Is". Please proceed with Order.
- Changes required, please contact me.

Other: \_\_\_\_\_  
 SIGN: \_\_\_\_\_ Date: / /

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15213**

---

**HOUSING ELEMENT AND FAIR SHARE PLAN (HEFSP)**

BE IT RESOLVED, that Michael Kaufmann, CMFO of the Borough of Hillsdale to authorize payments for services related HEFSP as required by Housing Element and Fair Share Plan (HEFSP) on behalf of the borough at an amount not to exceed \$17,000.00. from the Affordable Housing Trust Fund.

**CERTIFICATION OF AVAILABILITY OF FUND**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:30-14.5 and any other applicable requirements, I, Michael Kaufmann, Chief Financial Officer of the Borough of Hillsdale, have ascertained that there are available sufficient uncommitted funds in the 2015 COAH Trust Fund. Total Certified Amount : \$17,000.00.

\_\_\_\_\_  
Michael Kaufmann  
Chief Financial Officer

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

Adopted: October 13, 2015

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

Susan Witkowski  
Municipal Clerk

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

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15214**

---

**A RESOLUTION TO AFFIRM THE BOROUGH OF HILLSDALE'S CIVIL RIGHTS POLICY WITH RESPECT TO ALL OFFICIALS, APPOINTEES, EMPLOYEES, PROSPECTIVE EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS AND MEMBERS OF THE PUBLIC THAT COME INTO CONTACT WITH MUNICIPAL EMPLOYEES, OFFICIALS AND VOLUNTEERS.**

**WHEREAS**, it is the policy of the Borough of Hillsdale to treat the public, employees, prospective employees, appointees, volunteers and contractors in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act, and

**WHEREAS**, the governing body of the Borough of Hillsdale has determined that certain procedures need to be established to accomplish this policy

**NOW, THEREFORE BE IT ADOPTED** by the Mayor and Council of the Borough of Hillsdale that:

Section 1: No official, employee, appointee or volunteer of the Borough of Hillsdale by whatever title known, or any entity that is in any way a part of the Borough of Hillsdale shall engage, either directly or indirectly in any act including the failure to act that constitutes discrimination, harassment or a violation of any person's constitutional rights while such official, employee, appointee volunteer, or entity is engaged in or acting on behalf of the Borough of Hillsdale's business or using the facilities or property of the Borough of Hillsdale.

Section 2: The prohibitions and requirements of this resolution shall extend to any person or entity, including but not limited to any volunteer organization or inter-local organization, whether structured as a governmental entity or a private entity, that receives authorization or support in any way from the Borough of Hillsdale to provide services that otherwise could be performed by the Borough of Hillsdale.

Section 3: Discrimination, harassment and civil rights shall be defined for purposes of this resolution using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

Section 4: The Borough Administrator shall establish written procedures for any person to report alleged discrimination, harassment and violations of civil rights prohibited by this resolution. Such procedures shall include alternate ways to report a complaint so that the person making the complaint need not communicate with the alleged violator in the event the alleged violator would be the normal contact for such complaints.

Section 5: No person shall retaliate against any person who reports any alleged discrimination, harassment or violation of civil rights, provided however, that any person who reports alleged violations in bad faith shall be subject to appropriate discipline.

Section 6: The Administrator shall establish written procedures that require all officials, employees, appointees and volunteers of the Borough of Hillsdale as well as all other entities subject to this resolution to periodically complete training concerning their duties, responsibilities and rights pursuant to this resolution.

Section 7: The Administrator shall establish a system to monitor compliance and shall report at least annually to the governing body the results of the monitoring.

Section 8: At least annually, the Administrator shall cause a summary of this resolution and the procedures established pursuant to this resolution to be communicated within the Borough of Hillsdale. This communication shall include a statement from the governing body expressing its unequivocal commitment to enforce this resolution. This summary shall also be posted on the Borough of Hillsdale's web site.

Section 9: This resolution shall take effect immediately.

Section 10: A copy of this resolution shall be published in the official newspaper of the Borough of Hillsdale in order for the public to be made aware of this policy and the Borough of Hillsdale's commitment to the implementation and enforcement of this policy.

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

Adopted: October 13, 2015

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

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

**BOROUGH OF HILLSDALE  
RESOLUTION 15215**

**CREATING A CURFEW WITHIN THE BOROUGH OF HILLSDALE FOR  
OCTOBER 30<sup>TH</sup>, "CABBAGE NIGHT"  
OCTOBER 31<sup>ST</sup>, HALLOWEEN**

**WHEREAS**, ensuring the safety and security of Borough residents is a critical concern for Hillsdale Borough's Mayor, Council, and Chief of Police; and

**WHEREAS**, October 30<sup>th</sup>, commonly known as "Cabbage Night" or "Mischief Night" is the night when kids go out and engage in pranks/try to cause mischief; and

**WHEREAS**, the Borough Council believes it to be in the best interest of the health, safety and welfare of the Borough's residents to establish a curfew on that night and on Halloween.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of Hillsdale, County of Bergen, State of New Jersey, that:

1. There is hereby established a curfew from 8:00 p.m. to 6:00 a.m. for Cabbage Night, October 30-31, and Halloween, October 31 to November 1. The curfew shall apply to each minor unaccompanied by his or her parent or guardian. Any such unaccompanied minor shall transported to police headquarters. For the purposes of this section, "minor" shall be defined as any person under the age of 18.
2. On October 30-31, there is hereby established **A Zero-Tolerance** policy towards acts of Criminal Mischief, Trespassing and aggressive behavior. Anyone found defacing or damaging property will be brought to police headquarters and processed accordingly.
3. On October 30-31, the Police shall confiscate all potentially destructive items, including toilet paper and shaving cream, from children who are wandering unsupervised on Hillsdale streets. Names of all unsupervised juveniles will also be recorded and kept on file with the Police Department.
4. On October 30-31, any children found with items that the Police believe pose a significant threat to persons or property will be brought to headquarters and processed accordingly. These items include eggs, spray paint, paint ball guns, etc.
5. Anyone who operates a motor vehicle in violation of the law will be issued the appropriate motor vehicle summons.

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

Adopted: October 13, 2015

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

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

DEPARTMENT OF POLICE  
BOROUGH OF HILLSDALE



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

ROBERT FRANCAVIGLIA  
CHIEF OF POLICE

Fax: 201-666-4503  
[www.hillsdalepolice.com](http://www.hillsdalepolice.com)

## ZERO TOLERANCE ON MISCHIEF NIGHT AND HALLOWEEN

Dear Parents,

The Hillsdale Police Department will be conducting a **Zero Tolerance Policy** this year during "Mischief Night" and Halloween (October 30<sup>th</sup> and 31<sup>st</sup>). This policy is vital for the safety of our children and the protection of property. We are urging parents to take an active role in order to assist us in this endeavor.

Historically, our community had experienced significant property damage as well as mischievous and criminal behavior by unsupervised juveniles and young adults on these nights. We also had problems with juveniles congregating in large groups in various areas of town. Parents and guardians should be aware of the activity that occurs when their children are out unsupervised. Most property damage and criminal activity occurs when seemingly harmless behavior and pranks escalate out of control.

Parents should establish dialogue with their children about unacceptable behavior or more importantly, not allow their children out without adult supervision. Parents must be cognizant of their children's actions and behavior. Children leaving the home dressed in dark clothing and/or in possession of items such as eggs, shaving cream and other malicious items is traditionally a formula for trouble.

This year, we are recommending that all parents limit their children's "mischief" to their own property. In the past, homes and moving vehicles have been the target of eggs, rocks, and in some instances, paint ball guns. Toilet paper strewn across utility lines has created visibility hazards, which can easily lead to serious danger for the motoring public and our children.

The standards that we will be enforcing this year include:

1. **An 8:00 p.m. curfew** will be strictly enforced. Anyone in violation will be transported to headquarters.

2. A **Zero-Tolerance** policy towards acts of Criminal Mischief, Trespassing and aggressive behavior. Anyone found defacing or damaging property will be brought to headquarters and processed accordingly.
3. We will be confiscating all potentially destructive items, including toilet paper and shaving cream, from children who are wandering unsupervised on our streets. Names of all unsupervised juveniles will also be recorded.
4. Any children found with items that we believe pose a significant threat to persons or property will be brought to headquarters and processed accordingly. These items include eggs, spray paint, paint ball guns, etc.
5. Anyone who operates a motor vehicle in violation of the law will be issued the appropriate motor vehicle summons.

We will be supplementing the normal patrol force throughout both Mischief Night and Halloween with additional officers to prevent criminal mischief, criminal activity, and aggressive driving and to ensure the safety of our children. It is important for parents and the community to work in cooperation with the Hillsdale Police Department to deter criminal activity and make both Mischief Night and Halloween safe and enjoyable for all.

Respectfully,

*Robert Francaviglia*

Chief Robert Francaviglia

**BOROUGH OF HILLSDALE  
RESOLUTION 15216**

---

**RESOLUTION AMENDING PRIOR HILLSDALE RESOLUTION 15109  
AUTHORIZING THE APPOINTMENT OF MICHAEL KAUFMANN AS CHIEF  
FINANCIAL OFFICER FOR THE BOROUGH OF HILLSDALE**

**WHEREAS**, the Borough Council previously on May 5, 2015 adopted Resolution 15109 authorizing the appointment of Michael Kaufmann as the Chief Financial Officer for the Borough, and further authorized the Mayor and the Borough Clerk to execute an Employment Agreement with Michael Kaufmann to serve as the Chief Financial Officer for the period May 11, 2015 to May 10, 2019; and

**WHEREAS**, the Borough and Michael Kaufmann entered into an Employment Agreement dated May 11, 2015, following the adoption of Resolution 15109; and

**WHEREAS**, Resolution 15109 should have been more properly indicated that the term of employment to be entered into between the Borough and Michael Kaufmann is from May 11, 2015 to December 31, 2015 and the term of office between the Borough and Michael Kaufmann is from January 1, 2015 to December 31, 2018; and

**WHEREAS**, an amended or replacement Employment Agreement is to be entered into with Michael Kaufmann in place of, revising or amending the foregoing May 11, 2015 Employment Agreement so as to more properly set forth the term of his office with the Borough to be from January 1, 2015 to December 31, 2018 and the term of his employment with the Borough to be from May 11, 2015 to December 31, 2015;

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Hillsdale, County of Bergen, State of New Jersey that the Borough wishes to enter into an amended/replacement/revised Employment Agreement with Michael Kaufmann to serve as Chief Financial Officer for a term of office beginning on January 1, 2015 and ending on December 31, 2018, and a term of employment beginning on May 11, 2015 and ending on December 31, 2018; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the Mayor and the Borough Clerk be and hereby are authorized to execute on behalf of the Borough such amended, revised or replacement Employment Agreement setting for the terms set forth above in this Resolution.

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

Adopted: October 13, 2015

Attest:

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

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

**AMENDED  
EMPLOYMENT AGREEMENT**

**BOROUGH OF HILLSDALE**

**AND**

**MICHAEL KAUFMANN**

THIS AGREEMENT (“Agreement”), made as of this 13<sup>th</sup> day of October, 2015 by and between the BOROUGH OF HILLSDALE, a body politic and municipal corporation of the State of New Jersey with offices at 380 Hillside Avenue, Hillside, New Jersey (hereinafter referred to as the “Borough”) and MICHAEL KAUFMANN, residing at 20 Beaver Dam Road, Pomona, New York, 10970, (hereinafter referred also as “Employee”),

WITNESSETH:

WHEREAS, the Borough desires to retain the services of Employee as Chief Financial Officer, pursuant to the provisions of N.J.S.A. 40A:9-140.1 to 9-140.16; Chapter 51, Article V, §51-32 through 51-36 of the Borough Code, as well as other applicable Borough Resolutions and Ordinances; and,

WHEREAS, this Agreement with Employee, will be from January 1, 2015 and shall continue until the earlier of: December 31, 2018; or a new Agreement is entered into between the parties; or upon resignation/ retirement from the BOROUGH by Employee; or Employee’s termination from the BOROUGH’S employ; or for any other reason that Employee shall no longer be in the BOROUGH’S employ; or for any reason set forth in this Agreement; and

WHEREAS, the parties desire to delineate the terms and conditions of the employment of Employee,

NOW, THEREFORE, the parties hereto in consideration of the mutual promises and the terms and conditions hereinafter set forth, agree as follows:

1. EMPLOYMENT AS CHIEF FINANCIAL OFFICER. The BOROUGH agrees to retain Employee as Chief Financial Officer and he agrees to accept said position pursuant to the provisions of N.J.S.A. 40A:9-140.1 to 9-140.16, as well as Chapter 51, Article V, §§ 51-32 through 51-36 and Hillsdale's Borough Code and all other relevant Borough ordinances and resolutions.
2. DUTIES AS CHIEF FINANCIAL OFFICER. Employee will report directly to the Borough Administrator and will be responsible for the day-to-day fiscal operations of the Borough in accordance with the Borough Code, Ordinances and Resolutions and State statutes, rules and regulations. He will also perform any and all other duties that may be assigned to him by the Mayor, Borough Council and/or the Borough Administrator. He will also be responsible for the Annual Financial Statement and other non-auditing duties currently being handled by the Borough's auditor, as well as all purchasing functions. He will also periodically attend, when requested by the Borough, Council Finance Committee meetings and Mayor and Council meetings.
3. COMPENSATION.
  - A. Effective May 11, 2015, the Borough shall pay Employee a salary in the amount of Eighty Thousand (\$80,000.00) Dollars per annum, payable in accordance with the Borough's prevailing payroll practices.
  - B. Employee also agrees to secure, on or before May 10, 2017, his Qualified Purchasing Agent ("QPA") Certification. At such time as Employee shall obtain his QPA Certification, his salary shall increase by Two Thousand

(\$2,000.00) Dollars per annum commencing with the first full payroll period immediately following his obtaining such Certification.

C. Other than as set forth in this article, Employee shall receive no additional salary increases in 2015 and shall first become eligible for salary increase consideration in 2016.

D. No longevity shall be payable by the Borough to Employee during the term of his employment with the Borough.

#### 4. HEALTH INSURANCE BENEFITS.

A. Employee shall be entitled to receive the Borough's prevailing medical insurance coverage during the term of his employment. As of the date of this Agreement, such coverage is State Health Benefits ("SHBP") – Direct 10. Employer reserves the right to change health care providers so long as substantially similar benefits are provided to Employee.

B. Employee shall be required to make such contributions toward his medical insurance coverage as may be required under prevailing State or Federal Law, including, without limitation Chapter 78.

C. Employee shall be entitled, after a two (2) month waiting period, to receive Delta Dental benefits in accordance with the Borough's prevailing dental insurance coverage.

D. Employee shall be entitled to receive life insurance benefits in accordance with the Borough's prevailing insurance coverage plan.

5. VACATION/PERSONAL LEAVE.

A. Employee shall be entitled to receive six (6) paid vacation days and one (1) paid personal day for the remainder of calendar year 2015. Thereafter, Employee shall receive such paid vacation days and paid personal days as may be provided for in the Collective Bargaining Agreement between the Borough and its White Collar Employees.

B. Unused paid vacation and personal days shall not be carried forward into a subsequent year.

6. PROFESSIONAL DEVELOPMENT DAYS.

Employee shall be entitled to take up to six (6) paid Professional Development/Professional Conference days per year, the same to be approved, in advance, by the Borough Administrator.

7. SICK DAYS. Employee will be entitled to the same number of paid sick days as other management employees pursuant to the current Borough Employee handbook/policy in effect at the date of the Agreement. If said amount changes, the changes shall be applicable to Employee immediately. Employee agrees that he will be bound by any change in such sick leave policy, which would result in him having less sick time, so long as that policy is consistent with the number of sick days which are provided to other management employees under any new policy.

8. WORK SCHEDULE. Employee's regular work schedule shall be Monday through Friday, 8:00 a.m. to 4:00 p.m., as well as any and all other hours necessary to fulfill his responsibilities. Employee shall be required to attend Council meetings (work sessions, regular meetings and Council Finance Committee meetings) in which the

Chief Financial Officer's attendance is specifically required, at no additional compensation. Any hours worked in excess of forty (40) hours per week shall not be compensated for.

9. HOLIDAYS. Employee shall be entitled to the same number of paid holidays per year as provided for in the Collective Bargaining Agreement between the Borough and its White Collar Employees.
10. OVERTIME. Employee shall not be entitled to receive nor is he eligible to receive overtime pay in his capacity as Chief Financial Officer.
11. REMOVAL OR ABOLISHMENT OF THE POSITION. Employee may be removed by the Borough Council in accordance with all applicable law.
12. NOTICE OF CHIEF FINANCIAL OFFICER'S INTENTION TO RESIGN/RETIRE. If Employee elects to terminate this Agreement as to his employment as Chief Financial Officer, he shall make every effort to provide the Borough with at least ninety (90) calendar days' notice of same.
13. SEVERABILITY. If any provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.
14. RETIREMENT BENEFIT PLAN. As required by the laws of the State of New Jersey, Employee shall be enrolled in any applicable retirement benefit plan.
15. This Agreement is subject to execution by both parties and approval of same by the Borough Council.

ATTEST:

---

WITNESS:

---

BOROUGH OF HILLSDALE

---

MAX ARNOWITZ, MAYOR

---

MICHAEL KAUFMANN  
Chief Financial Officer

**BOROUGH OF HILLSDALE  
RESOLUTION 15217**

---

**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

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

Adopted: October 13, 2015

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

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

**BOROUGH OF HILLSDALE  
RESOLUTION 15218**

---

**ESTABLISH BOROUGH OF HILLSDALE  
ACCESS FOR ALL ADVISORY BOARD**

**WHEREAS**, the Borough of Hillsdale recognizes and acknowledges its ongoing legal commitments to meeting the needs of its employees and residents with disabilities; and

**WHEREAS**, the Borough of Hillsdale fully supports the provisions of the Americans with Disabilities Act (“the ADA”) regarding reasonable accommodations in the workplace and for providing all residents equal access to facilities and services; and

**WHEREAS**, the Mayor and Borough Council remain keenly aware of the need to be proactive in enforcing compliance with the ADA addressing the special needs of our residents with disabilities; and

**WHEREAS**, despite the great strides that our residents with disabilities have made with the benefits of the ADA, barriers continue to exist that deny equal access to employment as well as public and private facilities; and

**WHEREAS**, many Bergen County communities have established Access for All Advisory Boards composed of town residents with disabilities and local officials, who work collaboratively with the Mayor and Council to address issues of access within their boundaries; and

**WHEREAS**, the Borough of Hillsdale wishes to establish an Access for All Advisory Board composed of the at least 9 persons and no more than 13; 51% shall be persons with disabilities, parents of children with disabilities, or a resident family member who is a caregiver of a person with a disability. The balance of the Board may be composed of one representative from each of the following Borough Departments:

- A liaison from the Mayor and Council,
- The Building Department,
- The Recreation Department,
- The Department of Public Works,
- The Board of Education,
- One of the emergency services (either Police, Fire or Emergency Management) and
- A member of the Business Community.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hillsdale, the Borough of Hillsdale Access for All Advisory Board is hereby established and the Borough Administrator is hereby authorized to contact the various individuals and organizations as outlined above to determine representation on the Committee and advertise for membership from the community at large for selection by the Mayor and Borough Council.

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

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

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

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

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

Introduced: October 13, 2015

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

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

HILLSDALE ADVISORY BOARD  
ACCESS FOR ALL / AMERICANS WITH DISABILITIES ACT (ADA)  
BY-LAWS

ARTICLE I - NAME

The name of this committee shall be the Borough of Hillsdale Access for All Advisory Board. The principal address shall be 380 Hillsdale Avenue, Hillsdale, New Jersey 07642.

ARTICLE II - MISSION

The Board shall act in an advisory capacity to the Mayor and Council to address the needs in the Borough of Hillsdale for persons with disabilities and to advise and review compliance to the ADA.

The Board's mission is to foster equal access to community life and activities for people with disabilities. Through education and advocacy, the Board works to raise awareness about the needs and rights of people with disabilities and the importance of increased accessibility to programs, housing, and facilities in municipal and commercial buildings, and other public entities.

The Board works to cooperatively to identify concerns within the local disability community and determines how these issues might be addressed by providing information, referral, guidance, and technical assistance to individuals and their families, employers, public agencies, businesses and private non-profit organizations.

The goals of the Access for All Advisory Board are to:

- Serve the town, its citizens, and businesses as an advisory board on issues of physical, programmatic, and employment accessibility;
- Improve the quality of life for individuals with disabilities in the Borough by ensuring greater access to employment, education, housing, retail, entertainment and recreation opportunities;
- Ensure equal physical and program access to all local services, programs, benefits and activities for individuals with disabilities, and
- Educate and serve as a resource to the Community on issues related to disabilities.

ARTICLE III – MEMBERSHIP

Section 1 Composition of the Board: The Advisory Board shall consist of at least 9 persons and no more than 13, 51% shall be persons with disabilities, parents of children with disabilities, or a resident family member who is a caregiver of a person with a disability. The balance of the Board may be composed of one representative from each of the following Borough Departments: A liaison from the Mayor and Council, The Building Department, The Recreation Department, The Department of Public Works, The Board of Education, One of the emergency services (either Police, Fire or Emergency Management) and a member of the Business Community.

Section 2 There may also be appointed up to 4 ex-officio members who may be disabled, elected or appointed officials and/ or members of the general public. Ex-officio members are without voting powers.

Section 3 Appointment: All members shall be appointed by the Mayor and Council for a term of 3 years. Members may also be appointed for consecutive terms. Terms shall be staggered so that no more than 1/3 shall expire in any one year.

#### ARTICLE IV – MEETINGS

Section 1 Regular meetings will be held on the \_\_\_\_\_ of every month starting at \_\_\_\_\_ pm at a barrier free location.

Section 2 Special meetings may be called by the Chairman after reasonable notice.

Section 3 Quorum: 1/3 of the current membership shall constitute a quorum for the purpose of conducting business of the Board, ex-officio members will not count for the 1/3 requirement.

Section 4 Annual Organizational Meeting: January shall be designated the annual re-organization Meeting. At this meeting, the officers of the Advisory Board shall be elected. Other business shall be conducted.

Section 5 All meeting shall be conducted with Robert’s Rules of Order.

Section 6 An agenda will be set by the Chairman and will include the business for the Board to consider and act upon and a discussion will include new business raised by the members. Copies of the agenda will be mailed to the members 7 days before each meeting.

#### ARTICLE V – OFFICERS

Section 1 Elections: The Advisory Board shall annually elect from its membership a Chairperson and a Clerk/Secretary to serve a term of 1 year. If decided by membership, a Vice-Chairperson may also be elected. During the Annual re-organization meeting, the election of officers shall be the first order of business. Nominations will be from the floor.

##### Section 2 Duties of Officers

###### Chairperson

- Presides at all Board Meetings
- Notifies members of all meetings and/or appoints a representative to do so
- Prepares annual report of the Advisory Board activities
- Sets all agendas for regular and special meetings

###### Vice Chairperson

- Presides at all Board meetings in the absence of the Chairperson
- Oversees membership and take attendance at meetings
- Performs all such duties as requested by the Chairperson

###### Clerk/Secretary

- Records, prepares and reviews all minutes of all meetings
- Keeps a complete list of members and officers
- Receives and brings to the meetings all relevant correspondence; handles all correspondence
- Presides at all Board meetings when the Chairperson (Vice Chairperson) is not present
- Performs all such duties as requested by the Chairperson

ARTICLE VI – ADOPTION OF BY-LAWS AND AMENDMENTS

Section 1 These By-Laws shall take effect immediately upon being approved by 2/3 vote of the Board members present at a regular or special meeting, where the approval of By-Laws is on the agenda and after adoption by the Mayor and Council. Upon adoption of the By-Laws, all previous business shall be ratified as if these By-Laws had been in effect.

Section 2 Amendments: These By-Laws may be amended or changed by such proposal being submitted by a voting member of the Board, in writing, at two consecutive regular or special meetings and approved by 2/3 of the members. Any such amendments shall be submitted to the Mayor and Council for adoption.

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15219**

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**CORRECTIVE ACTION PLAN 2014 AUDIT**

**WHEREAS**, the 2014 Annual Audit of the Borough of Hillsdale, conducted by Lerch, Vinci & Higgins, LLP Certified Public Accountants, contained certain recommendations requiring action; and

**WHEREAS**, these recommendations have been reviewed by the Chief Financial Officer; and

**WHEREAS**, the Chief Financial Officer, in accordance with the requirements promulgated by the New Jersey Division of Local Government Services, has developed a plan to address the recommendations listed by the auditors;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hillsdale, that the Corrective Action Plan for the 2014 Annual Audit, hereto attached, is hereby approved and accepted; and

**BE IT FURTHER RESOLVED** that the Borough Clerk is hereby directed to transmit a certified copy of this resolution and its attachments to the Division of Local Government Services.

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

Adopted: October 13, 2015

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

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

## Corrective Action Plan

### 2014 Audit

**Finding 1:** *The General Ledger system should be utilized for year-end closeout.*

- **Corrective Action:** The General Ledger accounting system will be utilized for the year end closeout.
- **Effective Date:** 2015 by the CFO

**Finding 2:** *Budget modification should be made in Swim Utility Operating Fund prior to the overexpenditure of available appropriations.*

- **Corrective Action:** Budget will be reviewed to ensure appropriation will be available before expenditure.
- **Effective Date:** 2015 by the CFO in conjunction with the Pool Director

**Finding 3:** *Old outstanding checks be reviewed and be appropriately cleared of record.*

- **Corrective Action:** Old outstanding checks will be reviewed and cleared of record.
- **Effective Date:** October 2015 by the CFO

**Finding 4:** *A detailed list of foreclosed properties be maintained and made available for audit.*

- **Corrective Action:** A list will be prepared and maintained.
- **Effective Date:** October 2015 by the CFO/Clerk

**Finding 5:** *Reserve accounts be reviewed for proper approval or otherwise be cancelled.*

- **Corrective Action:** Reserve accounts will be reviewed and rider approval applied for or balance cancelled, as appropriate.
- **Effective Date:** December 2015 by the CFO

**Finding 6:** *The capital improvement authorization ledger be reconciled with the appropriate general ledger accounts.*

- **Corrective Action:** The capital improvement authorization balances in Edmonds for various ordinances do not agree with the Audit. The general ledger accounts will be reviewed and reconciled with the Audit.

- **Effective Date:** October 2015 by the CFO

**Finding 7:** *A receipt ledger be maintained for monies collected by the Borough Clerk.*

- **Corrective Action:** An electronic spreadsheet will be maintained as the receipt ledger for monies collected by the Borough Clerk. The receipt ledger will be maintained and reconciled with the Borough's financial system.
- **Effective Date:** August 2015 by the Borough Clerk

**Finding 8:** *Improvement authorizations in excess of five (5) years old with cash deficits be funded.*

- **Corrective Action:** Improvement authorizations will be reviewed and those with cash deficits will be funded.
- **Effective Date:** October 2015 by the CFO.

**Finding 9:** *Grants receivable in the Current Fund and Capital Fund should be cleared.*

- **Corrective Action:** Grants will either be canceled or collected.
- **Effective Date:** 2015/2016 by the CFO in conjunction with the Engineer

**Finding 10:** *Police off duty reserves should be collected and Administrative fees transferred to the Current Fund in the exact amount earned.*

- **Corrective Action:** Off Duty Reserves will be collected and Administrative fees will be transferred to the Current Fund in the exact amount earned.
- **Effective Date:** December 2015 by the CFO

**Finding 11:** *Public Assistance lease agreements should be on file to support monthly rental payments and the GA-6 report should reflect void checks.*

- **Corrective Action:** All lease agreements will be obtained and kept on file and the GA-6 report will reflect void checks.
- **Effective Date:** 2015 by the Welfare Director

**Finding 12:** *Emergency contracts in excess of the bid threshold should be approved by resolution and written notification of the emergency be obtained.*

- **Corrective Action:** Emergency contracts in excess of the bid threshold will be approved by resolution and written notification of the emergency will be obtained.
- **Effective Date:** September 2015 by the CFO/Clerk and Department Heads

**Finding 13:** *Planning Board attorney services should be approved by Governing Body resolution and subsequently advertised in the newspaper.*

- **Corrective Action:** Subsequent to the attorney's appointment, his services will be approved by Governing Body resolution and advertised.
- **Effective Date:** 2016 by the Borough Clerk

**Finding 14:** *Checks issued from the municipal bail account contain two signatures.*

- **Corrective Action:** Bail account checks will have two signatures.
- **Effective Date:** Completed September 2015.

**Finding 15:** *Recreation trust fees be charged in accordance with the fee ordinance.*

- **Corrective Action:** Summer camp fee ordinance will be established in March and a recreation program fee ordinance will be established in August.
- **Effective Date:** March 2016 by the Recreation Director

**Finding 16:** *Swim pool fees collected be in accordance with the fee ordinance and monthly reports be prepared by Swim Pool personnel and reconciled to Treasurer's receipts*

- **Corrective Action:** Fees collected will be in accordance with the fee ordinance and monthly community pass reports will be created and reconciled to Treasurer's receipts.
- **Effective Date:** September 2015 by the Pool Director and staff

**Finding 17:** *Pre-numbered receipts be maintained by all departments and monthly reports be prepared and reconciled to the Treasurers receipts.*

- **Corrective Action:** Pre-numbered receipts will be maintained by all departments. An electronic spreadsheet will be maintained as the receipt ledger for monies collected. The receipt ledger will be maintained and reconciled with the Borough's financial system and excel spreadsheets will be prepared and reconciled to the Treasurer's receipts.
- **Effective Date:** October 2015 by the Department, CFO and Finance Clerk.

\* \* \* \* \*

**BOROUGH OF HILLSDALE  
RESOLUTION 15220**

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**AUTHORIZE THE BOROUGH CLERK TO ADVERTISE FOR BIDS FOR  
DPW EQUIPMENT :  
2016 FREIGHTLINER MODEL  
114SD 6x4 TANDEM CAB & CHASSIS**

WHEREAS, there is a need for equipment for the DPW; and

WHEREAS, one such piece is a FREIGHTLINER MODEL 114sd 6x4 TANDEM CAB & CHASSIS which was approved as part of the 2015 Capital Budget; and

NOW, THEREFORE, BE IT RESOLVED, that the Borough Clerk is authorized to advertise for bids for a FREIGHTLINER MODEL 114sd 6x4 TANDEM CAB & CHASSIS for the DPW.

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

Adopted; October 13, 2015

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

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

**BOROUGH OF HILLSDALE  
RESOLUTION 15221**

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**AUTHORIZE THE BOROUGH CLERK TO ADVERTISE FOR BIDS FOR  
DPW EQUIPMENT :  
STELLAR SLIDER26 HOOKLIFT WITH 54" FIXED HOOK HEIGHT**

WHEREAS, there is a need for equipment for the DPW; and

WHEREAS, one such piece is a STELLAR SLIDER26 HOOKLIFT WITH 54" FIXED HOOK HEIGHT which was approved as part of the 2015 Capital Budget; and

NOW, THEREFORE, BE IT RESOLVED, that the Borough Clerk is authorized to advertise for bids for a STELLAR SLIDER26 HOOKLIFT WITH 54" FIXED HOOK HEIGHT for the DPW.

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

Adopted; October 13, 2015

Attest:

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

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

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15222**

---

**AUTHORIZE THE BOROUGH CLERK TO ADVERTISE FOR BIDS FOR  
DPW EQUIPMENT :  
GALION HEAVY DUTY CROSSMEMBERLESS MODEL 450U STAINLESS  
STEEL DUMP BODY**

WHEREAS, there is a need for equipment for the DPW; and

WHEREAS, one such piece is a GALION HEAVY DUTY CROSSMEMBERLESS MODEL 450U STAINLESS STEEL DUMP BODY which was approved as part of the 2015 Capital Budget; and

NOW, THEREFORE, BE IT RESOLVED, that the Borough Clerk is authorized to advertise for bids for a GALION HEAVY DUTY CROSSMEMBERLESS MODEL 450U STAINLESS STEEL DUMP BODY for the DPW.

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

Adopted; October 13, 2015

Attest:

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

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

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15223**

---

**AUTHORIZE THE BOROUGH CLERK TO ADVERTISE FOR BIDS FOR  
OEM EQUIPMENT :  
CUMMINS 40KW DIESEL FUELD GENERATOR**

WHEREAS, there is a need for equipment for the OEM; and

WHEREAS, one such piece is a CUMMINS 40KW DIESEL FUELD GENERATOR which was approved as part of the 2015 Capital Budget; and

NOW, THEREFORE, BE IT RESOLVED, that the Borough Clerk is authorized to advertise for bids for a CUMMINS 40KW DIESEL FUELD GENERATOR for the OEM.

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

Adopted; October 13, 2015

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

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

**BOROUGH OF HILLSDALE  
RESOLUTION 15224**

**AUTHORIZE THE BOROUGH CLERK TO ADVERTISE  
REQUESTS FOR QUALIFICATIONS FOR  
BOROUGH PROFESSIONALS**

**BE IT RESOLVED**, that pursuant to N.J.S.A. 19:44A-20.4, et seq. that the Borough Clerk is hereby authorized to advertise for the above mentioned services for the following positions for year 2016:

- Borough Attorney
- Borough Auditor
- Borough Appraiser
- Borough Bond Counsel
- Borough Engineer
- Borough Labor Attorney
- Attorney for Tax Appeals
- Borough Prosecutor
- Alternate Borough Prosecutor
- Borough Planner
- Borough Public Defender
- Risk Management Insurance Consultant
- Library Auditor

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

Adopted: October 13, 2015

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

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

**BOROUGH OF HILLSDALE  
RESOLUTION 15225**

---

**INTERLOCAL AGREEMENT BETWEEN THE BOROUGH OF HILLSDALE  
AND THE BOROUGH OF WESTWOOD FOR THE USE OF THE  
SENIOR CITIZEN'S BUS**

**WHEREAS**, the Borough of Hillsdale (Hereinafter Hillsdale) and the Borough of Westwood (Hereinafter Westwood) are desirous of entering into an Interlocal Services Agreement under the provisions of N.J.S.A. 40:8-1 for the use by Hillsdale of the Westwood Senior Citizen's Bus; and

**WHEREAS**, the municipalities of Hillsdale and Westwood have determined that this agreement and the payment of the costs and equipment is an appropriate for use of this vehicle and would promote shared services between the local units and would be beneficial to them.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Bodies of these municipalities that they hereby enter into and execute this Inter-local Services Agreement generally under the terms and conditions of the agreement which shall be executed by the respective Mayors of Hillsdale and Westwood.

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

Adopted: October 13, 2015

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

Susan Witkowski  
Municipal Clerk

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

**INTERLOCAL SERVICE AGREEMENT  
FOR USE OF A  
SENIOR CITIZENS' BUS  
BETWEEN**

**THE BOROUGH OF  
WESTWOOD**

**AND**

**THE BOROUGH OF  
HILLSDALE**

**BY AND BETWEEN:** The Borough of Westwood, a body politic, with offices located at 101 Washington Avenue, Westwood, New Jersey (hereinafter "Westwood");

**AND:** The Borough of Hillsdale, a body politic, with offices located at 380 Hillsdale Ave, Hillsdale, NJ 07642, New Jersey (hereinafter "Hillsdale");

**WHEREAS,** the Borough of Westwood is the owner and operator of a ten (10) passenger executive-style bus suitable for transporting senior citizens; and

**WHEREAS,** the current level of service and scheduling within the Borough of Westwood is such that there is additional utilization of the bus available; and

**WHEREAS,** Hillsdale has a need for the utilization of a bus for transporting their residents while they assess their options regarding a new van;

**NOW, THEREFORE,** in accordance with N.J.S.A. 40:8A-1 et seq. the Borough of Westwood and Borough of Hillsdale do hereby agree as follows:

- 1) The Borough of Westwood shall make its senior citizen bus available to Hillsdale on the Friday of each week
- 2) The initial term of agreement shall be for six (6) months commencing on the 1<sup>st</sup> day of October 2015 and ending on the 31<sup>st</sup> day of March 2016.

3) The Mayor and Council of each member town shall, in its Resolution of Approval, authorize their respective Administrators to make occasional changes from the aforementioned schedule for the convenience of their respective citizens.

4) The Borough of Hillsdale will provide a properly certified bus driver and utilize gasoline from Westwood, as it currently does.

5) During the initial six (6) month period the cost of maintenance shall be shared between the respective communities by totaling the scheduled days for each municipality and using the resulting numbers to calculate a ratio of costs. Both parties acknowledge that this methodology is not intended to be mathematically perfect but merely ethical and reasonable given the benefits of this arrangement.

It is the intention that after the initial six (6) month period the parties will enter into an amended and more formalized arrangement. The Borough of Hillsdale shall pay its' share of the costs as invoiced by the Borough of Westwood on a monthly basis.

**Insurance and Indemnification**

Each party will maintain their separate insurance coverage through the Joint Insurance Fund or other source for automobile liability, general liability, and worker's compensation for their respective employees although the primary coverage shall be furnished on the vehicle by Westwood as one of its expenses. The Borough of Hillsdale, however, defend such individuals in suits and administrative proceedings arising out of challenges to activities within the Borough of Hillsdale. Each party shall indemnify and hold the other party harmless from suits, claims and costs arising from its own actions.

ATTEST:

BOROUGH OF HILLSDALE

\_\_\_\_\_  
Susan Witkowski., Borough Clerk

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

WITNESS:

BOROUGH OF WESTWOOD

\_\_\_\_\_

\_\_\_\_\_

**BOROUGH OF HILLSDALE**  
**RESOLUTION 15226**

---

**PAYMENT OF BILLS**

**BE IT RESOLVED**, by the Borough Council of the Borough of Hillsdale that the following bills in the sum of \$3,909,693.97 as authorized by the Department Head and approved by a Council member liaison, be paid; and that the Mayor, Clerk and Chief Financial Officer be and they are hereby authorized and directed to issue warrants in payment of same.

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

Adopted: October 13, 2015

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

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

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
STONYBROOK STONYBROOK OPERATING Continued					
5349	10/13/15	MON07 MONMOUTH TELECOM, INC.	93.49		7635
5350	10/13/15	PAT04 PAT SCANLAN LANDSCAPING, INC	1,106.25		7635
5351	10/13/15	PET07 PETERSON PLUMBING/HEATING LLC	550.00		7635
5352	10/13/15	PFE04 JAMES S PFEIFER	500.00		7635
5353	10/13/15	RAI02 RAINFLOW SPRINKLER SYSTEMS INC	274.40		7635
5354	10/13/15	SAN04 SANI-PURE FOOD LABORATORIES	561.50		7635
5355	10/13/15	UNI03 UNITED WATER NEW JERSEY (STBK)	14,614.64		7635
5356	10/13/15	UNI08 UNIVERSAL ELECTRIC MOTOR	406.00		7635
5357	10/13/15	VER02 VERIZON WIRELESS (CELL PHONE)	49.21		7635
5358	10/13/15	AME24 AMERICAN PAPER & SUPPLY CO	421.30		7640
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
		Checks: 29	0	58,945.76	0.00
		Direct Deposit: 0	0	0.00	0.00
		Total: 29	0	58,945.76	0.00
STONYBROOK MANU STONYBROOK MANUAL CHECKING					
173	09/10/15	STO03 STONYBROOK PAYROLL	29,639.27		7601
174	09/22/15	STO03 STONYBROOK PAYROLL	10,599.66		7607
175	10/06/15	STO03 STONYBROOK PAYROLL	5,845.54		7627
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
		Checks: 3	0	46,084.47	0.00
		Direct Deposit: 0	0	0.00	0.00
		Total: 3	0	46,084.47	0.00
SWIM TEAM					
1084	10/13/15	LEP01 LEPORES ITALIAN MARKET, LLC	850.00		7631
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
		Checks: 1	0	850.00	0.00
		Direct Deposit: 0	0	0.00	0.00
		Total: 1	0	850.00	0.00
TRUST MANUAL TRUST MANUAL CHECKING					
174	09/10/15	POL05 POLICE-OT TRUST PAYROLL	16,471.40		7603
175	09/22/15	POL05 POLICE-OT TRUST PAYROLL	7,496.56		7609
176	10/06/15	POL05 POLICE-OT TRUST PAYROLL	4,774.83		7629
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
		Checks: 3	0	28,742.79	0.00
		Direct Deposit: 0	0	0.00	0.00
		Total: 3	0	28,742.79	0.00
Report Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
		Checks: 197	10	3,909,693.97	2,883.88
		Direct Deposit: 0	0	0.00	0.00
		Total: 197	10	3,909,693.97	2,883.88

Range of Checking Accts: First to Last      Range of Check Dates: 09/09/15 to 10/13/15  
Report Type: All Checks      Report Format: Super Condensed    Check Type: Computer: Y    Manual: Y    Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
AGENCY		AGENCY			
1120	09/22/15	17PBA BOROUGH OF HILLSDALE PBA	1,080.00		7610
1121	09/22/15	17TEA TEAMSTERS LOCAL 945	195.00		7610
1122	09/22/15	17UPS UNITED PUBLIC SER EMP UNION	270.40		7610
1123	09/22/15	17AFL AFLAC	199.20		7610
1124	09/22/15	17VIS VISION SERVICE PLAN	341.19		7610
2581	09/22/15	17VIS VISION SERVICE PLAN	33.36		7611
2582	09/30/15	17KRE KRETSCHMER, JOANN	2,050.00		7620

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	7	0	4,169.15	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	7	0	4,169.15	0.00

ANIMAL TRUST		ANIMAL TRUST			
1410	10/13/15	SNJ01 SNJ-DEPT OF HEALTH	9.00		7633
1411	10/13/15	TYC02 TYCO ANIMAL CONTROL	1,220.00		7633

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	1,229.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	1,229.00	0.00

CAPITAL		CAPITAL			
1862	10/13/15	AJM01 AJM CONTRACTORS, INC	70,093.00		7632
1863	10/13/15	CON25 CONTINENTAL FIRE & SAFETY INC	6,962.55		7632
1864	10/13/15	GAR01 GARBARINI & CO. P.C. (CORP)	705.00		7632
1865	10/13/15	HIL09 HILLSDALE PUBLIC LIBRARY	17,372.00		7632
1866	10/13/15	ITS02 ISLAND TECH SERVICES LLC	4,696.00		7632
1867	10/13/15	NEG01 NEGLIA ENGINEERING ASSOCIATES	7,445.00		7632

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	6	0	107,273.55	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	6	0	107,273.55	0.00

COAH		COAH/HOUSING TRUST FUND			
1006	10/13/15	MAS10 MASER CONSULTING PA CORP	3,045.00		7634

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	3,045.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	3,045.00	0.00

CURRENT		CURRENT			
25384	09/11/15	CMS01 CMS MEDICARE INSURANCE	1,252.00		7605
25385	09/28/15	USP02 U.S. POSTAL SERVICE-CMRS-FP	2,000.00		7612
25386	09/29/15	UNU01 UNUM LIFE INS CO OF AMERICA	159.60		7614
25387	09/29/15	UNI02 UNITED WATER NEW JERSEY (REG)	6,662.31		7616
25388	09/29/15	GUL02 WEX BANK INC	17.25		7617

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
CURRENT	CURRENT	Continued			
25389	09/29/15	PSE01 PSE&G (REGULAR)	19,453.32		7619
25390	09/30/15	RIC09 RICOH USA INC	315.00		7621
25391	09/30/15	HIL02 HILLSDALE BOARD OF EDUCATION	1,682,426.00		7622
25392	10/06/15	UNI02 UNITED WATER NEW JERSEY (REG)	15,677.88		7625
25393	10/13/15	ACC04 ACCOMMODATION-MOLLEN, INC	253.08		7638
25394	10/13/15	AGL01 AGL WELDING SUPPLY CO., INC.	50.32		7638
25395	10/13/15	AME06 AMERICAN WEAR CORP	239.40		7638
25396	10/13/15	AME26 AMERICAN SOCIETY OF COMPOSERS	338.33		7638
25397	10/13/15	AQU02 AQUA PRO-TECH LABORATORIES INC	3,135.00		7638
25398	10/13/15	ATL04 ATLAS LOCK & KEY CO., INC.	40.00		7638
25399	10/13/15	ATS01 AT SOLUTIONS INC	612.00		7638
25400	10/13/15	AUTH03 AUTHORINET CONSULTING, LLC	2,218.37		7638
25401	10/13/15	BER11 BERGEN COUNTY UTILITIES	255,261.43		7638
25402	10/13/15	BER66 ERIC M BERNSTEIN & ASSOC LLC	4,826.00		7638
25403	10/13/15	BER71 BERRY MOTORS LLC	30.72		7638
25404	10/13/15	BEY01 BEYER BROTHERS/GMC CORPORATION	332.37		7638
25405	10/13/15	BIS02 BI STATE BRAKE CORP	81.69		7638
25406	10/13/15	BOR10 BOROUGH OF HILLSDALE ESCROW	412.50		7638
25407	10/13/15	BOR18 BOROUGH OF HILLSDALE AGENCY	118,724.91		7638
25408	10/13/15	BOR20 BOROUGH OF HILLSDALE RECREATIO	300.00		7638
25409	10/13/15	BUR01 BURTON AGENCY INC.	1,734.00		7638
25410	10/13/15	CHI02 CHICKEN DELIGHT, INC	285.00		7638
25411	10/13/15	DAV10 DAVE STERN INC	4,904.22		7638
25412	10/13/15	DEE04 DEER PARK DIRECT INC.	30.87		7638
25413	10/13/15	DIR02 DIRECT ENERGY BUSINESS	84.79		7638
25414	10/13/15	DRA04 DRAEGER SAFETY DIAGNOSTICS INC	321.50		7638
25415	10/13/15	DUR05 DURIE LAWNMOWER CORP.	69.90		7638
25416	10/13/15	EAG EAGLE POINT GUN	1,280.48		7638
25417	10/13/15	ELE03 ELEVATOR MAINTENANCE CORP.	140.00		7638
25418	10/13/15	EMP03 EMPLOYEE DATA FORMS, LLC	27.25		7638
25419	10/13/15	ENV07 ENVIRONMENTAL RENEWAL LLC	4,725.00		7638
25420	10/13/15	ERE01 EREVIVAL LLC	550.00		7638
25421	10/13/15	EXC02 EXCELLENT BUILDING SERV CORP	1,966.00		7638
25422	10/13/15	FBI01 FBI NAT INC NJ CHAPTER	600.00		7638
25423	10/13/15	FEN01 FENKART, DOUGLAS R, MD	300.00		7638
25424	10/13/15	FRO01 FROLICH, DIANE	130.00		7638
25425	10/13/15	FUT02 FUTURE SANITATION	30,992.91		7638
25426	10/13/15	GIT01 GITTLEMAN, MUHLSTOCK &	10,397.00		7638
25427	10/13/15	GOL03 GOLDEN DYNASTY INC	500.00		7638
25428	10/13/15	HEA05 HEARTSMART LLC	119.70		7638
25429	10/13/15	HIG01 HIGHWAY TRAFFIC SUPPLY INC.	169.58		7638
25430	10/13/15	INS01 INSERRA SUPERMARKETS	162.60		7638
25431	10/13/15	JOH02 JOHN M HARTEL & CO., INC.	85.00		7638
25432	10/13/15	LAC01 LACEY, JENNIFER	300.00		7638
25433	10/13/15	MAD05 MADAIO, MARK D, ESQ	2,232.50	10/13/15 VOID	7638
25434	10/13/15	MAR01 MARSALA HARDWARE, INC.	0.00	10/13/15 VOID	0
25435	10/13/15	MAR01 MARSALA HARDWARE, INC.	511.38	10/13/15 VOID	7638
25436	10/13/15	MIK02 MIKULSKI, FRANK	663.00		7638
25437	10/13/15	MON07 MONMOUTH TELECOM, INC.	1,598.01		7638
25438	10/13/15	NAT07 NATURES CHOICE CORP.	0.00	10/13/15 VOID	0
25439	10/13/15	NAT07 NATURES CHOICE CORP.	6,000.30		7638
25440	10/13/15	NEG01 NEGLIA ENGINEERING ASSOCIATES	2,199.06		7638

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
CURRENT	CURRENT	Continued			
25441	10/13/15	NJA03 NJASRO	300.00		7638
25442	10/13/15	NJD02 NJ DIVISION OF ABC	21.00		7638
25443	10/13/15	NJD04 NEW JERSEY DOOR WORKS INC	472.50		7638
25444	10/13/15	NJD05 NJ DIV OF PENSIONS & BENEFITS	199.19		7638
25445	10/13/15	NOR01 N. JERSEY MEDIA(ACCT#1101697)	410.66		7638
25446	10/13/15	NOR05 NORTHWEST BERGEN REGIONAL	13,440.30		7638
25447	10/13/15	PA01 P&A AUTO PARTS CORP	318.67		7638
25448	10/13/15	PAS07 PASCACK VALLEY REGIONAL HIGH	880,297.98		7638
25449	10/13/15	PAT04 PAT SCANLAN LANDSCAPING, INC	5,273.13		7638
25450	10/13/15	PET01 PETTY CASH CHIEF FRANCAVIGLIA	143.44		7638
25451	10/13/15	PFE04 JAMES S PFEIFER	500.00		7638
25452	10/13/15	PHI02 PHILLIPS PREISS GRYGIEL LLC	2,465.00		7638
25453	10/13/15	RAI03 RAINBOW CLEANERS	100.00		7638
25454	10/13/15	RIC01 RICCIARDI BROTHERS INC	1,405.80		7638
25455	10/13/15	RIC09 RICOH USA INC	408.65		7638
25456	10/13/15	RUG01 RUGGED OUTFITTERS CORP	199.99		7638
25457	10/13/15	RUT12 RUTGERS UNIVERSITY	2,197.00		7638
25458	10/13/15	SHE08 SHERWIN-WILLIAMS CORP	25.18		7638
25459	10/13/15	SNA01 SNAP ON TOOLS	31.90		7638
25460	10/13/15	SOM01 SOMES UNIFORMS	243.50		7638
25461	10/13/15	SPE05 SPECTROTEL, INC.	439.56		7638
25462	10/13/15	SPE06 SPENCE ENGINEERING LLC	1,240.00		7638
25463	10/13/15	STA05 STATE LINE FIRE & SAFETY INC	65.30		7638
25464	10/13/15	STA31 STATILE, CHRISTOPHER P.A.(REG)	2,336.84		7638
25465	10/13/15	STA46 BRUCE J. STAVITSKY, ESQ FOR	11,101.38		7638
25466	10/13/15	STO02 STONE INDUSTRIES INC	1,155.39		7638
25467	10/13/15	SWI02 SWIFTREACH NETWORKS INC	300.04		7638
25468	10/13/15	TAY05 TAYLOR RENTAL CENTER INC	425.00		7638
25469	10/13/15	TEM TEMCO INC	250.00		7638
25470	10/13/15	TIM01 TIMBER TREE SERVICE	1,350.00		7638
25471	10/13/15	TIM02 TIM ENNIS	190.50		7638
25472	10/13/15	TJP01 AATJ TERMITE&PEST CONTROL INC	125.00		7638
25473	10/13/15	TOW02 TOWNSHIP OF RIVER VALE	2,500.00		7638
25474	10/13/15	TRE05 TREASURER, NJ HUMAN SERVICES	375.00		7638
25475	10/13/15	TRU01 TRUGREEN CHEMLAWN, INC.	1,025.00		7638
25476	10/13/15	VER VERIZON WIRELESS (LAPTOPS)	252.10		7638
25477	10/13/15	VER02 VERIZON WIRELESS (CELL PHONE)	567.00		7638
25478	10/13/15	WBM01 WB MASON CO., INC.	654.72		7638
25479	10/13/15	WES08 WESTERN PEST SERVICES INC	118.50		7638
25480	10/13/15	WES10 WESTWOOD TRUCK CENTER INC	126.50		7638
25481	10/13/15	MAD05 MADAI0, MARK D, ESQ	2,232.50		7639
25482	10/13/15	MAR01 MARSALA HARDWARE, INC.	0.00	10/13/15 VOID	0
25483	10/13/15	MAR01 MARSALA HARDWARE, INC.	511.38		7639
25484	10/13/15	MAR01 MARSALA HARDWARE, INC.	96.64		7641

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	96	5	3,121,047.89	2,743.88
Direct Deposit:	0	0	0.00	0.00
Total:	96	5	3,121,047.89	2,743.88

CURRENT MANUAL	CURRENT MANUAL CHECKING			
179	09/10/15	MUN05	MUNICIPAL PAYROLL ACCOUNT	154,145.83 7604

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
CURRENT MANUAL	CURRENT MANUAL CHECKING	Continued			
180	09/22/15	MUN05 MUNICIPAL PAYROLL ACCOUNT	162,260.16		7606
181	10/06/15	MUN05 MUNICIPAL PAYROLL ACCOUNT	160,377.19		7626

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	3	0	476,783.18	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	476,783.18	0.00

ESCROW	ESCROW				
2990	10/06/15	BOR18	BOROUGH OF HILLSDALE AGENCY	7.91	7630
2991	10/06/15	BOR25	BOROUGH OF HILLSDALE PAYROLL	77.81	7630
2992	10/13/15	ATL06	ATLANTIC TACTICAL OF NJ, INC	2,236.69	7637
2993	10/13/15	GEN07	GENPRO, INC	1,300.00	7637
2994	10/13/15	GIT01	GITTLEMAN, MUHLSTOCK &	0.00	10/13/15 VOID 0
2995	10/13/15	GIT01	GITTLEMAN, MUHLSTOCK &	2,940.00	7637
2996	10/13/15	INS01	INSERRA SUPERMARKETS	73.00	7637
2997	10/13/15	NEG02	NEGLIA ENGINEERING (ESCROW)	0.00	10/13/15 VOID 0
2998	10/13/15	NEG02	NEGLIA ENGINEERING (ESCROW)	5,336.13	7637
2999	10/13/15	PET01	PETTY CASH CHIEF FRANCAVIGLIA	29.97	7637
3000	10/13/15	SS02	S & S WORLDWIDE INC.	66.38	7637
3001	10/13/15	STA10	STATILE, CHRISTOPHER, PA. (OTHER)	0.00	10/13/15 VOID 0
3002	10/13/15	STA10	STATILE, CHRISTOPHER, PA. (OTHER)	0.00	10/13/15 VOID 0
3003	10/13/15	STA10	STATILE, CHRISTOPHER, PA. (OTHER)	3,153.75	7637

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	10	4	15,221.64	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	10	4	15,221.64	0.00

PUBLIC ASSIST2	PUBLIC ASSISTANCE			
2366	09/14/15	MAI06	400.00	7615
2368	10/01/15	SON02	875.00	7623
2369	10/01/15	BER63	850.00	7623
2370	10/01/15	PAR15	1,150.00	7623
2371	10/01/15	FIS07	1,150.00	7623
2372	10/01/15	PRA02	210.00	7623
2373	10/01/15	KER03	231.00	7623
2374	10/01/15	ZAY01	210.00	7623
2375	10/01/15	CAR34	210.00	7623
2376	10/01/15	CAM14	147.00	7623
2377	10/01/15	SHE11	231.00	7623
2378	10/01/15	MAR30	224.00	7623
2379	10/01/15	ZHU01	210.00	7623
2380	10/01/15	ALI01	210.00	7623
2381	10/01/15	CHA17	210.00	7623
2382	10/01/15	SIC02	210.00	7623
2383	10/01/15	MAI06	294.00	7623
2384	10/01/15	GU002	210.00	7623
2385	10/01/15	SHE12	147.00	7623
2386	10/01/15	REI13	210.00	7623
2387	10/01/15	PAL03	140.00	10/09/15 VOID 7623
2388	10/02/15	ZAY01	84.00	7643
2389	10/09/15	PSE07	253.04	7642

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PUBLIC ASSIST2 PUBLIC ASSISTANCE Continued					
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	22	1	7,926.04	140.00
	Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
	Total:	22	1	7,926.04	140.00
RECREATION RECREATION TRUST					
3470	10/13/15	BAL01 BALDWIN, KELLIE	840.00		7636
3471	10/13/15	BRO02 BROWN, WALTER	440.00		7636
3472	10/13/15	BUR01 BURTON AGENCY INC.	9,541.00		7636
3473	10/13/15	CAM09 CAMPBELL, JAMES	520.00		7636
3474	10/13/15	DUR03 DURIE, KEITH	440.00		7636
3475	10/13/15	FIR07 FIRST STUDENT INC	16,050.00		7636
3476	10/13/15	MRJ01 MR. JOHN INC.	355.32		7636
3477	10/13/15	NJR01 NJ RECREATION & PARKS ASSOC	6,061.00		7636
3478	10/13/15	PRO04 PROSPERO, FRANK	400.00		7636
3479	10/13/15	RIN01 RINALDI TRANSPORTATION CO.	744.00		7636
3480	10/13/15	SOU07 SOUTH AMBOY DESIGN T-SHIRT LLC	267.75		7636
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	11	0	35,659.07	0.00
	Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
	Total:	11	0	35,659.07	0.00
RECREATION MAN RECREATION TRUST MANUAL					
140	09/10/15	REC03 RECREATION PAYROLL	909.54		7602
141	09/22/15	REC03 RECREATION PAYROLL	913.60		7608
142	10/06/15	REC03 RECREATION PAYROLL	893.29		7628
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	3	0	2,716.43	0.00
	Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
	Total:	3	0	2,716.43	0.00
STONYBROOK STONYBROOK OPERATING					
5330	09/29/15	UNU01 UNUM LIFE INS CO OF AMERICA	4.20		7613
5331	09/29/15	PSE03 PSE&G (STONYBROOK)	20,400.96		7618
5332	10/05/15	PSE03 PSE&G (STONYBROOK)	2,045.48		7624
5333	10/13/15	AME AMERICAN TIME RECORDER, INC	166.53		7635
5334	10/13/15	AQU04 AQUATIC DISTRIBUTORS, INC.	2,059.00		7635
5335	10/13/15	AUTH03 AUTHORINET CONSULTING, LLC	442.28		7635
5336	10/13/15	BEL06 BEL-AQUA POOL SUPPLY, INC	41.26		7635
5337	10/13/15	BER26 BERGEN COUNTY GARDEN CTR, INC	5.50		7635
5338	10/13/15	BOR18 BOROUGH OF HILLSDALE AGENCY	954.25		7635
5339	10/13/15	COM02 COMMAND RADIO COMM, INC	337.50		7635
5340	10/13/15	DEE05 DEER PARK DIRECT INC - STNYBRK	63.75		7635
5341	10/13/15	DOO02 DOOR HARDWARE INSTALLATION LLC	4,210.20		7635
5342	10/13/15	EXC03 EXCELLENT BUILDING SERV - STNY	1,395.00		7635
5343	10/13/15	GTS01 GTS-WELCO, LLC	660.00		7635
5344	10/13/15	INS01 INSERRA SUPERMARKETS	14.97		7635
5345	10/13/15	JUM01 JUMPIN JIM'S LLC	600.00		7635
5346	10/13/15	LEH01 LEHMANN POOLS, INC	4,460.00		7635
5347	10/13/15	MAI05 MAIN POOL & CHEMICAL COMPANY	2,458.50		7635
5348	10/13/15	MAR01 MARSALA HARDWARE, INC.	49.59		7635

**BOROUGH OF HILLSDALE  
RESOLUTION 15227**

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

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

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

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

- (1) Matters required by law to be confidential.
- (2) Matters where the release of information would impair the right to receive funds.
- (3) Matters involving individual privacy.
- (4) Matters relating to collective bargaining agreements-*DPW/UPSEU/PBA/Crossing Guards*
- (5) Matters relating to the purchase, lease or acquisition of real property or the investment of public funds.
- (6) Matters relating to public safety and property.
- (7) Matters relating to litigation, negotiations and the attorney-client privilege – *COAH litigation, shared services WCL, personnel/DPW/Clerk’s office; litigation 150 magnolia*
- (8) Matters relating to the employment relationship
- (9) Matters relating to the potential imposition of a penalty.

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

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

Adopted: October 13, 2015

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

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