

**BOROUGH OF WASHINGTON, WARREN COUNTY, NEW JERSEY  
WASHINGTON BOROUGH COUNCIL MINUTES – July 20, 2010**

The Regular Meeting of the Borough Council of Washington, Warren County, New Jersey was held in the Council Chambers of Borough Hall at 7:30 P.M.

Roll Call: Boyle, Housel, Cioni, Gleba, McDonald, Higgins, Valentine - Present

Also Present: Richard Cushing, Esq. Municipal Attorney  
Richard Phelan, Borough Manager  
Kristine Blanchard, Borough Clerk

Mayor McDonald led everyone in the flag salute.

Mayor McDonald read the following Statement into the Record:

“The requirements of the ‘Open Public Meetings Law, 1975, Chapter 231 have been satisfied in that adequate notice of this meeting has been published in the Star Gazette and posted on the Bulletin Board of Borough Hall stating the time, place and purpose of the meeting as required by law.

**MINUTES:**

Motion made by Cioni, seconded by Higgins to approve the minutes of the Regular Meeting on July 6, 2010.

Several notations were noted by the Clerk.

Ayes: 6, Nays: 0  
Abstain: 1(McDonald)

**APPEARANCE:**

Charles Van Deursen - Captain Washington Emergency Squad

Mr. Van Deursen gave a brief synopsis of the activities of the Emergency Squad. He stated the donations that the squad receives allows for quality emergency services to the Borough and surrounding areas. Donations received from the Borough are used to offset the transport costs for residents and employees of the Borough not covered by insurance. The squad’s ambulances respond to approximately 1300 to 1500 calls per year which include motor vehicle accidents, medical emergencies, fire response, and fire support.

The squad also does local event standby for the soap box derby, football games, and the fireworks. Currently the squad has an active membership of 35 volunteers who make up 6-hour duty crews covering 6:00 p.m. to 6:00 a.m. Monday through Friday and the weekend. All current active members are NJ EMT certified and CPR certified. Mr. Van Deursen stated that all of the squad's vehicles are inspected by the state. The squad is always in search of new members. All training is provided by the state at no cost and re-certifications are paid by the squad. Mr. Van Deursen also stated that the squad also has associate members who may not have time for active duty; and non EMS members who contribute by doing office work and maintenance. The application is available online at [83rescue.org](http://83rescue.org). Mr. Van Deursen also stated that the Emergency Squad is also researching alternatives to its current quarters, purchasing a new ambulance and extrication equipment.

Councilman Boyle asked Mr. Van Deursen what would be considered a full membership emergency squad. Mr. Van Deursen stated a full squad would be the ability to have two EMT's on duty throughout the day, night, and weekend. Councilman Cioni asked how the squad would go about paying to replace a truck. Mr. Van Deursen stated the squad is prepared to set aside \$20,000 to \$30,000 a year to pay for the new ambulance.

Mayor McDonald thanked Mr. Van Deursen and the entire Emergency Squad for the service they provide to the community.

#### Washington Borough Fire Department

Mayor McDonald stated that due to a scheduling conflict the Fire Department would be unable to make its appearance as requested. A detailed report has been provided by the Fire Department.

#### Business Improvement District – Pocket Park Presentation Sandy Cerami – BID Executive Director

Ms. Cerami stated the BID will be presenting a PowerPoint presentation of the proposed pocket park located at 44 East Washington Avenue; the lot of the former Antique Center. The BID is seeking Council's partnership in applying for the Warren County Open Space Preservation Grant to fund the land acquisition. Ms. Cerami stated the BID and the Borough have provided 6 million dollars in physical improvements since the BID's inception in 2003. The funding assessments since 2003 have only been 1 million and these assessments are only assessed on the commercial properties in the Borough. This is quite an accomplishment.

At this time the BID presented a PowerPoint presentation to the Governing Body.

#### Council Discussion

Councilman Cioni noted that this pocket park will add seven spaces to the municipal lot. He also asked Ms. Cerami if the BID will receive a clear title. Ms. Cerami stated there are two minor items to settle at closing. She explained the land is currently assessed at \$45,000 and the BID is looking for a \$100,000 grant. She stated the final decision from Warren County will be in December, 2010. Councilwoman Gleba noted that the Grant Committee will be reviewing the grant application at their meeting on August 28<sup>th</sup>. The grant will then be presented for Council's consideration in August.

Councilman Cioni noted that he spoke with a representative from the DEP regarding the Hazardous Discharge Remediation Grant that the BID is also applying for. Ms. Cerami stated that the BID did not apply for the remediation grant only, the \$45,000 assessment grant. Councilman Cioni noted that in his conversation the DEP representative stated there is a 6 to 9 month back log of applicants. Ms. Cerami stated that the BID is hoping to use their affiliations to move the process along more quickly. Councilman Cioni asked who would be responsible for paying for remediation. Ms. Cerami stated the owners would be asked to help finance the remediation along with the BID using fundraising efforts etc.

Councilwoman Gleba noted that this is a pass-through grant. The BID would purchase the property and take title.

Councilman Housel asked if the project falls through is the Borough responsible for the cost. Ms. Cerami stated no; this is a BID purchase. Councilman Housel asked if the remediation will be completed prior to purchase. Ms. Cerami stated the remediation and construction of the park are a simultaneous effort. It will be handled exactly like the Municipal Parking Lot. Councilwoman Gleba stated the Borough will not take over the park until it is complete and remediation completed. Ms. Cerami clarified for Council that the BID is responsible for their own debts and risks. The BID is named as the responsible party in the grant application not the Borough. Ms. Cerami explained that the copy of the grant agreement Council has is a general grant agreement; the BID has negotiated addendums with the County.

Mayor McDonald thanked the BID for their presentation.

### **CORRESPONDENCE:**

#### **Business Improvement District – Proposed Parking Lot Hours**

Councilman Boyle stated that the parking lots should be named in the Ordinance. Councilman Boyle also suggested the Borough Park parking area be removed or separated from the Ordinance. Councilman Cioni asked how the signs will be updated if Council approves the Ordinance changes. Ms. Cerami stated that the BID expects to pay for the changes that need to be made to the signs.

After some further discussion it was agreed upon that the Streets Committee, Police Department, and Attorney review the proposed Ordinance and bring back to Council at the second meeting in August for consideration.

Motion made by Councilman Boyle to have the Ordinance reviewed by the respective parties and come back at the second meeting in August for Council consideration, seconded by Cioni.

Ayes: 7, Nays: 0  
Motion Carried

### **AUDIENCE**

Rudy Bescherer – 191 Broad Street

Mr. Bescherer noted the sign at the front door stating the Borough is temporarily not accepting Zoning Applications. He stated that the Borough is preventing people from installing pools, fences, etc. He stated he has received calls regarding this, by State Statute you have to accept Zoning Applications. Manager Phelan stated he is waiting for the final Civil Service list. Mr. Bescherer asked if the grass cutting on abandoned properties will be handled. Manager Phelan stated that the DPW is scheduled to start doing it this week. Mr. Bescherer asked Mayor McDonald about the cable bill for his office. Manager Phelan stated the bill is for the cable box. Mayor McDonald stated that he was not aware the Borough was paying for this, however; he will take care of it.

Grace MaGinnis 57 Grand Avenue

Ms. MaGinnis stated that she purchased a yard sale permit and noticed the sign limits are very small. She stated a 12x12 sign is not large enough and she is also unhappy about the money she had to spend to even have a yard sale. She stated it does not seem fair; other communities do not require payment.

Joyce Pyle 88 West Stewart Street

Ms. Pyle stated to Council that in 1969 the Borough became a Council Manager form of Government. The Borough had five managers up to Alan Fisher and no one ever questioned the residency requirements. She stated that Mr. Phelan submitted an employment contract to Council with a 4% each year over the five years. Ms. Pyle stated this Manager does not live in the Borough, telecommutes, and has flexible hours. In addition, he drew up his own contract. Ms. Pyle stated there was not a full Council present at the meeting where the vote on his contract took place. Something like this should have been postponed until a full Council was present. She stated he also wanted

employees to give up one day a week furlough and give up their raises for two years. She asked why would we do that to our employees? Councilman Valentine noted that the Borough Manager is always available when I have called him with questions even on weekends. Councilman Cioni stated that requiring residency status for the Borough Manager's position limits the pool of qualified candidates.

## **ORDINANCES**

### Ordinance 9-2010 "Cable Television Franchise" (Public Hearing/Adoption)

Mayor McDonald entertained a motion to introduce Ordinance #9-2010 on final adoption and have the clerk read by title.

Motion made by Cioni, seconded by Housel to introduce on final reading and have the clerk read by title only.

The Clerk read Ordinance #9-2010 by title only and stated that this ordinance had been published in the Star Gazette as required by law; a copy was posted on the bulletin board and copies available upon request from the Clerk's office.

Roll Call: Mc Donald, Gleba, Cioni, Higgins, Valentine, Boyle, Housel – Yes

Ayes: 7, Nays: 0  
Motion Carried

Public Hearing:

Evelyn Morrison 20 Madison Avenue

Ms. Morrison asked Council if public programming will be available. Councilwoman Gleba stated that service is available and she has the information if Ms. Morrison is interested. Councilman Housel noted that Warren County Technical School had a broadcasting agreement for their students as well. Ms. Morrison asked if a contribution was made to the Borough. Manager Phelan stated Comcast will be making a contribution of \$25,000 and all Borough buildings will receive free cable service. Comcast also sent 35 employees to help with the Community Garden.

Mrs. Sloan 89 Grand Avenue

Mrs. Sloan asked if this was put out to bid. Mayor McDonald stated that no other company came forward.

Hearing no further comments from the public motion made by Gleba, seconded by Higgins to close the public hearing.

Ayes: 7, Nays: 0  
Motion Carried

Motion made by Housel, seconded by Valentine to adopt Ordinance 9-2010 on final passage.

Roll Call: Housel, Boyle, Cioni, Valentine, Gleba, Higgins, McDonald

Ayes: 7, Nays: 0  
Motion Carried

#### ORDINANCE 9-2010

#### Chapter A96, CABLE TELEVISION FRANCHISE

#### GENERAL REFERENCES

Streets and sidewalks -- See Ch. 75.

#### § A96-1. Purpose.

The Borough hereby grants to Comcast of Northwest New Jersey, LLC., renewal of its nonexclusive municipal consent to place in, upon, across, above, over and under highways, streets, alleys, sidewalks, easements, public ways and public places in the Borough poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus and equipment as may be necessary for the construction, operation and maintenance in the Borough of a cable television and communications system.

#### § A96-2. Definitions.

For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms is supplemental to those definitions of the Federal Communications Commission (FCC) rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

ACT OR CABLE TELEVISION ACT -- Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. 48:5A-1 et seq.

BASIC CABLE SERVICE -- Any service tier which includes the retransmission of local television broadcast signals as defined by the FCC.

BOARD OR BPU -- The Board of Public Utilities, State of New Jersey.

COMPANY -- The grantee of rights under this ordinance and is known as "Comcast of Northwest New Jersey, LLC."

FCC -- The Federal Communications Commission.

MUNICIPALITY OR BOROUGH -- The Borough of Washington, County of Warren, State of New Jersey.

OFFICE OR OCTV -- The Office of Cable Television of the Board.

§ A96-3. Statement of findings.

Public hearings conducted by the Borough concerning the renewal of municipal consent herein granted to the company were held after proper public notice pursuant to the terms and conditions of the Act and the regulations of the Board adopted pursuant thereto. Said hearings, having been fully open to the public, and the Borough, having received at said public hearings all comments regarding the qualifications of the company to receive this renewal of municipal consent, the Borough hereby finds that the company possesses the necessary legal, technical, character, financial and other qualifications and that the company's operating and construction arrangements are adequate and feasible.

§ A96-4. Duration of franchise.

A.The nonexclusive municipal consent granted herein shall expire 15 years from the date of expiration of the previous certificate of approval issued by the Board.

B.In the event that the municipality shall find that the company has not substantially complied with the material terms and conditions of this ordinance, the municipality shall have the right to petition the OCTV for appropriate action, including modification and/or termination of the certificate of approval; provided, however, that the municipality shall first have given the company written notice of all alleged instances of noncompliance and an opportunity to cure same within 90 days of that notification.

§ A96-5. Franchise fee.

Pursuant to the terms and conditions of the Act, the company shall, during each year of operation under the consent granted herein, pay to the Borough 2% of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Borough or any higher amount required by the Act or otherwise allowable by law, whichever is greater.

§ A96-6. Franchise territory.

The consent granted under this ordinance to the renewal of the franchise shall apply to the entirety of the Borough and any property subsequently annexed hereto.

§ A96-7. Extension of service.

The Company shall be required to proffer service to any residence or business along any public right-of-way in the Primary Service Area, as set forth in the Company's Application. The Company's Line Extension Policy, as set forth in the Company's Application, shall govern any extension of plant beyond the Primary Service Area.

§ A96-8. Construction requirements.

A. Restoration. In the event that the company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the company shall, at its sole expense, restore and replace such places or things so disturbed in as good a condition as existed prior to the commencement of said work.

B. Relocation. If at any time during the period of this consent the municipality shall alter or change the grade of any street, alley or other way or place, the company, upon reasonable notice by the municipality, shall remove, relay or relocate its equipment at the expense of the company.

C. Temporary removal of cables. The company shall, upon request of the municipality at the company's expense, temporarily raise, lower, or remove its lines in order to facilitate the moving of buildings or machinery or in other like circumstances. Whenever the request is made by, for, or on behalf of private parties, the cost will be borne by those same parties.

D. Removal or trimming of trees. During the exercise of its rights and privileges under this franchise, the company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks or other public places of the municipality so as to prevent the branches of such trees from coming in contact with the wires and cable of the company. Such trimming shall be only to the extent necessary to maintain proper clearance of the company's wire and cables.

§ A96-9. Customer service.

In providing services to its customers, the company shall comply with N.J.A.C. 14:18-1 et seq. and all applicable state and federal statutes and regulations. The company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service and shall be prepared to report on it to the community upon written request of the Borough Manager or Clerk.

A. The company shall comply fully with all applicable state and federal statutes and regulations regarding credits for outages, the reporting of same to regulatory agencies and notification of same to customers.

B. The company shall comply fully with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.

C. The company shall use every effort to meet or exceed voluntary standards for telephone accessibility developed by the National Cable Television Association (NCTA). Those standards shall include, but not be limited to, the goal of answering 80% of incoming telephone calls within 30 seconds.



D. Nothing herein shall impair the right of any subscriber or the municipality to express any comment with respect to telephone accessibility to the complaint officer or impair the right of the complaint officer to take any action that is appropriate under law.

E. The company is permitted, but is not required to, charge a late fee consistent with applicable state and federal statutes and regulations.

§ A96-10. Municipal complaint officer.

The Office of Cable Television is hereby designated as the complaint officer for the municipality pursuant to N.J.S.A. 48:5A-26b. All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5. The municipality shall have the right to request copies of records and reports pertaining to complaints by Borough customers from the OCTV.

§ A96-11. Local office.

A. During the term of this franchise, and any renewal thereof, the company shall maintain a local business office or agent for the purpose of receiving, investigating and resolving all complaints regarding the quality of service, equipment malfunctions and similar matters. Such local business office shall be open during normal business hours and in no event less than 9:00 a.m. to 5:00 p.m., Monday through Friday. Telephone access and response for such purposes as mentioned herein will be provided by the company's employees, representatives or agents 24 hours per day.

B. The telephone number and address of the local office shall be listed in applicable telephone directories and in correspondence from the company to the customer. The telephone number for the local office shall utilize an exchange that is a non-toll call for Borough residents.

§ A96-12. Performance bonds.

During the life of the franchise, the company shall give to the municipality a bond in the amount of \$25,000. Such bond shall be to insure the faithful performance of all undertakings of the company as represented in its application for municipal consent incorporated herein.

A96-13. Subscriber rates.

The rates of the company shall be subject to regulation as permitted by federal and state law.

§ A96-14. Public, educational and governmental access.

A. The company shall continue to provide residents with system-wide public access opportunities on a channel maintained by the company. Qualified individuals and organizations may utilize public access for the purpose of cablecasting noncommercial access programming in conformance with the company's published public access rules.

B. The company shall continue to provide system-wide leased or commercial access channel opportunities on a channel maintained by the company for the purpose of cablecasting

commercial access programming in conformance with the company's guideline and applicable state and federal statutes and regulations.

C. The company shall take any steps that are necessary to ensure that the signals originated on the access channels are carried without material degradation, and with a signal whose quality is equal to that of the other channels that the company transmits.

§ A96-15. Commitments by company.

A. Company representatives shall appear at least once annually, upon reasonable written request of the Borough, at a public hearing of the governing body or before the Borough's Cable Television Advisory Committee, to discuss matters pertaining to the provision of cable service to residents of the Borough and other related issues as the Borough and company may see fit.

B. The company shall continue to provide a free standard cable installation with free basic service to each current and future elementary, middle, and secondary school classroom in the Borough provided the school is within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials and equipment, plus labor basis by the school requesting service. Monthly service charges shall be waived on all additional outlets.

The company shall provide one free non-networked internet connection and service via high-speed cable modem to the public library and all elementary, middle, and secondary school libraries and computer labs, connections are to be accessible for student use and cannot be restricted to administrative use. All facilities must be located within 200 feet of active cable distribution plant.

C. The company shall provide one free standard installation with free basic service to the Municipal Building and each Fire Department, First Aid Squad, Library, Special Improvement District (S.I. D.) main office and Public Works building, as well as any other municipal owned building that is located in or may be constructed within the Borough throughout the duration of this agreement, provided that each facility is located within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials and equipment, plus labor basis by the Municipality. Monthly service charges shall be waived on all additional outlets.

D. Within 12 months of the issuance of a Certificate of Approval (COA) by the Office of Cable Television, the company shall provide to the municipality a one-time grant of \$25,000 for access support.

§ A96-16. Emergency uses.

A. The company shall be required to fully comply with all applicable federal and state statutes and regulations rules and regulations governing the implementation, operation and testing of the emergency alert system (EAS).

B. The company shall in no way be held liable for any injury suffered by the municipality or any other person, during an emergency, if for any reason the municipality is unable to make full use of the cable television system as contemplated herein.

§ A96-17. Liability insurance.

The company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of \$1,000,000 covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system and an excess liability (or "umbrella") policy in the amount of \$5,000,000.00

§ A96-18. Incorporation of application.

All of the commitments and statements contained in the application and any amendment thereto submitted in writing to the municipality by the company, except as modified herein, are binding upon the company as terms and conditions of this municipal consent. The application and any other relevant writings submitted by the company shall be considered a part of this ordinance and made a part hereof by reference as long as it does not conflict with state or federal law. All ordinances or parts of ordinances or other agreements between the Borough and the company that are in conflict with the provisions of this agreement are hereby declared invalid and superseded.

§ A96-19. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and its validity or unconstitutionality shall not affect the validity of the remaining portions of the ordinance.

§ A96-20. When effective.

This ordinance shall take effect immediately upon issuance of a renewal certificate of approval from the BPU.

Ordinance 10-2010 – An Ordinance to Amend Chapter 94 –Zoning - Land Development of the Borough of Washington (INTRODUCTION)

Mayor McDonald entertained a motion to introduce Ordinance #10-2010.

Ordinance 10-2010 was introduced by Councilman Housel, seconded by Councilman Cioni.

It was further moved by Housel, seconded by Cioni that the Clerk read Ordinance #10-2010 by title only.

Roll Call: Boyle, Gleba, Housel, Cioni, Valentine, McDonald, Higgins

Ayes: 7, Nays: 0  
Abstain: 0

Motion Carried

The Clerk read Ordinance #10-2010 entitled, “An Ordinance to Amend Chapter 94 – Zoning – Land Development of the Borough of Washington”

Motion made by Housel, seconded by Cioni to adopt Ordinance 10-2010 on first reading.

Roll Call: Boyle, Gleba, Housel, Cioni, Valentine, McDonald, Higgins

Ayes: 7, Nays: 0

Abstain: 0

Motion Carried

### **Collection of Municipal Garbage Referendum Discussion**

Attorney Cushing explained that the Governing Body expressed a desire to have the possible privatization of Municipal Garbage Collection presented to the voters as either a non-binding referendum or a binding referendum at the next General Election. Two Ordinances have been prepared for Council’s consideration; one a non-binding referendum question, the other a binding. If Council decides to move forward with the binding Ordinance, the Governing Body must carry it out and the Ordinance will remain in effect for three years.

Attorney Cushing noted the tight time schedule as well. One of the two Ordinances must be adopted this evening, and public hearing/adoption must be held on August 17 in order to meet the County deadline. An emergency resolution waiving the 20 day mandatory waiting period after adoption must be passed as well.

Councilman Higgins asked if this is a requirement to have this done by Ordinance. Attorney Cushing stated yes it is required by state statute.

Council concurred to consider the non-binding referendum Ordinance on privatization of municipal garbage collection.

Ordinance 11-2010 – “An Ordinance Authorizing a Non-Binding Referendum on Whether Collection of Garbage Should Remain a Municipal Service.” (Introduction)

Mayor McDonald entertained a motion to introduce Ordinance #11-2010.

Ordinance 11-2010 was introduced by Councilman Cioni, seconded by Councilman Housel.

It was further moved by Cioni, seconded by Housel that the Clerk read Ordinance #11-2010 by title only.

Roll Call: Boyle, Gleba, Housel, Cioni, Valentine, McDonald, Higgins

Ayes: 7, Nays: 0

Abstain: 0

Motion Carried

The Clerk read Ordinance #11-2010 entitled, “An Ordinance Authorizing a Non-Binding Referendum on Whether Collection of Garbage Should Remain a Municipal Service”

Motion made by Higgins, seconded by Cioni to adopt Ordinance 11-2010 on first reading.

Roll Call: Boyle, Gleba, Housel, Cioni, Valentine, McDonald, Higgins

Ayes: 7, Nays: 0

Abstain: 0

Motion Carried

## **REPORTS:**

Motion made by Cioni, seconded by Valentine to receive and file the following reports:

Issues and Details

Managers Reports

Municipal Court

CFO Report

OEM Report

Tax Collector's Report

Councilman Higgins noted there is no Recreation revenue on the Tax Collectors report. Manager Phelan stated he will need to check the previous months report. Councilman Higgins asked if the user fees for recreation programs will be used to reimburse the Borough. Manager Phelan stated the revenue they receive comes in as revenue for

recreation. They are able to spend that money as long as it is for a recreation program. Councilman Higgins asked if the current fund would need to be reimbursed, Manager Phelan stated no.

Councilman Cioni noted the OEM Quarterly report is excellent.

### **COMMITTEE REPORTS:**

**DPW:** No Report

**Streets Committee:** No Report

**Finance Committee:** No Report

**Shared Services Committee:** Councilman Boyle stated Belvidere is having a meeting to discuss the garbage services they may offer the Borough. He is hoping to have more information at the next meeting.

**Senior Services:** No Report

**Website Committee:** Councilman Cioni stated the Shade Tree Commission will be re-doing their webpage.

**Sewer:** No Report

**Park Committee:** No Report

**Grant Committee:** Councilwoman Gleba stated the committee will be meeting next Wednesday. In addition to the park grant, the committee will be reviewing a grant for Beethoven Avenue. The estimate for Beethoven Avenue is \$127,000. The committee would like to apply for a DOT grant of \$100,000 with \$27,000 coming out of capital funds. This would be presented to Council if the committee decides to move forward.

### **OLD BUSINESS:**

#### **Court Agreement Discussion**

Manager Phelan stated there is a \$55,000 to \$65,000 savings per year, pro-rated for this year, if Council decides to move forward with the Shared Service Agreement. Many security upgrades would have to be done to this court room. The costs associated with the shared court also falls outside the budget cap. A downside is, people will have to travel to Mansfield for Court. Manager Phelan also noted that if the Borough claims drop 50%, the Borough will reap the first savings.

Councilman Higgins asked if the Borough is responsible for the Judge's contract. He currently has a three year contract. Manager Phelan stated no, the Borough is appointing a Judge and he is getting paid by Mansfield Township. Mayor McDonald asked what would happen if Mansfield appoints another Judge, is the Borough in violation of his contract then? Manager Phelan stated this current contract supercedes the previous contract with the Judge. Councilman Cioni asked if the Borough could get something in writing from the Judge. Councilwoman Gleba noted Council should end the current Judge's contract. Manager Phelan will discuss this issue with the Judge.

**Approval of Shared Service Agreement for Shared Municipal Court among Townships of Washington, Oxford, Mansfield, and the Borough of Washington.**

Motion made by Cioni, seconded by Valentine to approve the Shared Service Agreement for Shared Municipal Courts among Townships of Washington, Oxford, Mansfield, and the Borough of Washington.

Roll Call: Cioni, Valentine, Gleba, Housel, McDonald, Boyle – Yes  
Higgins – No

Ayes: 6, Nays: 1 (Higgins)  
Motion Carried

**SHARED SERVICES AGREEMENT FOR A  
SHARED MUNICIPAL COURT AMONG THE  
TOWNSHIPS OF WASHINGTON, OXFORD  
AND MANSFIELD AND THE BOROUGH OF  
WASHINGTON**

THIS AGREEMENT, made this \_\_20\_\_ day of \_\_July\_\_\_\_ 2010,  
among

THE TOWNSHIP OF WASHINGTON, a municipal corporation in the County of Warren, State of New Jersey, having its principal offices at 211 Route 31 North, Washington, New Jersey, 07882, (hereinafter referred to as "Recipient A"); and

THE TOWNSHIP OF OXFORD a municipal corporation in the County of Warren, State of New Jersey, having its principal offices at 11 Green St., Oxford, New Jersey, 07863 (hereinafter referred to as "Recipient B"); and

THE BOROUGH OF WASHINGTON a municipal corporation in the County of Warren, State of New Jersey having its principal offices at 100 Belvidere Ave., Washington, New Jersey, 07882 (hereinafter referred to as "Recipient C"); and

THE TOWNSHIP OF MANSFIELD, a municipal corporation in the County of Warren, State of New Jersey having its principal offices at 100 Port Murray Rd., Port Murray, NJ 07865, (hereinafter referred to as “Provider”);

WITNESSETH:

**WHEREAS**, an agreement providing for shared services among municipalities is permitted under *N.J.S.A. 40A:65-1 et seq.*, the “Uniform Shared Services and Consolidation Act”; and

**WHEREAS**, *N.J.S.A. 2B:12-1(c)* provides that two or more municipalities may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court; and

**WHEREAS**, *N.J.S.A. 2B:12-1(c)* further provides that where municipal courts share facilities, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

**WHEREAS**, the parties desire to share municipal court services and to set forth the administrative and financial responsibilities of each party for the shared court services; and

**WHEREAS**, the shared court is subject to approval by the Administrative Office of the Courts and the Vicinage Assignment Judge;

**NOW, THEREFORE, IN CONSIDERATION** of the promises, covenants, terms and conditions set forth, it is mutually **AGREED** as follows:

I. SERVICES TO BE PROVIDED

A. Provider agrees to provide those facilities and services necessary for the operation of a Municipal Court including but not limited to a courtroom, chambers, office space, equipment, supplies and employees, to serve as each Recipient’s Municipal Court. Each Recipient shall provide Provider with quarterly compensation for this shared service as provided in section IV below.

At the inception of this Agreement, the Provider will staff the Shared Municipal Court with the following employees:

- One (1) Municipal Court Judge
- One (1) Municipal Court Administrator (Full-Time)
- Two (2) Deputy Municipal Court Administrators (Full -Time)
- Two (2) Violations Clerks (Part-Time, Not to Exceed 16 hours/week)



NOTE: In accordance with Section I.F below, each party is responsible for the appointment of its own Municipal Public Defender and Municipal Prosecutor for its Municipal Court.

Throughout the term of this Agreement, if the combined caseload between the Provider, Recipient A, B, & C should increase or decrease, the staffing levels may be adjusted accordingly with prior approval from the Assignment Judge.

B. Provider shall appoint and employ all court personnel, including the Shared Municipal Court Judge, Court Administrator, Deputy Court Administrator, Prosecutor, and security personnel each of whom shall provide their services for each respective Municipal Court. Pursuant to N.J.S.A. 40A:65-11, Recipient C has prepared an Employee Reconciliation Plan and filed the Plan with the Civil Service Commission. A copy of the Employee Reconciliation Plan is attached to this Agreement. No other party to this Agreement has employees who will be affected by the terms of this Agreement.

C. Provider shall ensure that the compensation of the Shared Municipal Court Judge, Court Administrator, Deputy Court Administrator and Prosecutor, and all other personnel shall be fixed by a salary ordinance, professional services contract or collective bargaining agreement in accordance with all applicable federal, state and local laws, regulations or ordinances governing such matters.

D. Except as provided in paragraph G below, the Recipients shall appoint to serve as Judge, Court Administrator, Deputy Court Administrator and Prosecutor of their own municipal courts the Judge, Court Administrator, Deputy Administrator and Prosecutor appointed by Provider. Should there be a change in any of these positions, a committee of two members of each municipality's governing body and the Judge and/or the Court Administrator will conduct interviews and make hiring recommendations to Provider.

E. The parties agree that the Shared Municipal Court, the Municipal Court Judge and other court personnel shall have and exercise all functions, powers, duties, and jurisdiction of a municipal court prescribed by *N.J.S.A. 2B:12-1 et seq.* Provider shall ensure that all standards are met by its appointees and/or employees regarding the level and quality of performances required of each such appointee and/or employee.

F. Each party to this Agreement shall appoint its own Public Defender for its municipal court.

G. For 2010 only, Recipient C shall continue to use the municipal prosecutor it appointed for the year. For succeeding years of this Agreement, Recipient C shall appoint as its municipal prosecutor the Prosecutor appointed by Provider.

H. . If there is any future reduction in court staff for the Shared Municipal Court, the first \$40,735 of savings shall be deducted from Recipient C's share of the salaries and wages associated with the Shared Municipal Court to be paid to Provider

as set forth in paragraph IV.A. below as the full cost of an additional full-time Deputy Court Administrator to be hired by Provider has been included in Recipient C's share of those expenses.

I. The Provider shall ensure that sufficient office space is made available for all Municipal Court staff outlined in Section I.A. above. Additionally, the Provider shall ensure that a secure location is provided for storage of Municipal Court records for the Provider, Recipient A, B, & C alike. Said storage location shall only be accessible by authorized Municipal Court personnel.

## II. LOCATION AND OPERATION OF COURT

A. The day-to-day operations, record keeping and administrative functions of the Court will be conducted at 100 Port Murray Rd., Port Murray, NJ 07865, in the facilities of the Provider.

B. The proceedings of the Court shall be held in the facilities of the Provider at 100 Port Murray Rd., Port Murray, NJ 07865. Pursuant to Court Rule 1:30-3, Shared Municipal Court sessions and the Court Office hours shall be established by the Municipal Court Judge, with approval from the Presiding Judge, Assignment Judge and Administrative Director of the Courts.

C. The identity of each municipal court shall continue to be shown in the captions of orders and process. Each party's records, revenues, fees and fines shall be administered, reported, deposited and audited separately. Provider shall determine the appropriate signs for the Shared Municipal Court. Provider shall provide appropriate stationery for each municipal court.

## III. SECURITY

Provider will be responsible for implementing a security plan for the Shared Court that is in compliance with Administrative Directive #15-06, Appendix K, Statewide Model Municipal Security Plan.

## IV. PAYMENT BY RECIPIENTS

A. Each Recipient shall reimburse Provider for salaries and wages associated with the Shared Municipal Court in the amount of the annual sums listed below. Payment shall be made in four quarterly installments. Bills and vouchers will be submitted by the Provider to each Recipient quarterly before the 15<sup>th</sup> day of March, June, September and December. The bills will be paid by the Recipient before the last business day of the aforementioned months.

Salaries & Wages				
	2010	2011	2012	2013
Provider	\$101,207	\$105,131	\$108,811	\$112,619

Recipient A	\$76,739	\$79,715	\$82,505	\$85,393
Recipient B	\$44,487	\$46,212	\$47,829	\$49,503
Recipient C	\$138,222	\$155,791	\$161,068	\$166,531
Subtotal	\$360,656	\$386,849	\$400,213	\$414,046

- B. Each Recipient shall reimburse Provider for other expenses associated with the Shared Municipal Court in the amount of the annual sums listed below. Payment shall be made in four quarterly installments. Bills and vouchers will be submitted by the Provider to each Recipient quarterly before the 15<sup>th</sup> day of March, June, September and December. The bills will be paid by the Recipient before the last business day of the aforementioned months.

Other Expenses				
	2010	2011	2012	2013
Provider	\$8,725	\$6,310	\$6,531	\$6,760
Recipient A	\$6,616	\$4,785	\$4,952	\$5,126
Recipient B	\$3,835	\$2,774	\$2,871	\$2,971
Recipient C	\$9,445	\$6,831	\$7,070	\$7,318
Subtotal	\$28,621	\$20,700	\$21,424	\$22,175

NOTE: Initial “start-up costs” in the amount of \$7,921 have been allocated in the first-year Other Expenses. Said expenses are proportionally divided among Provider, Recipient A, B, & C.

#### V. DISTRIBUTION OF REVENUE

A. Beginning on the effective date of this Agreement, Provider, pursuant to state law, shall collect for each Recipient fines, court costs, and any other revenue (“Court Related Revenue”) attributable to that Recipient’s municipal court. Receipts of Court Related Revenue shall be recorded by Provider’s court personnel in accordance with applicable federal, state, local, and Administrative Office of the Courts (“AOC”) laws, standards or guidelines. The Court Administrator and each member of the Shared Court will execute all necessary documentation to establish respective bank accounts.

B. Monthly Court Related Revenue shall be distributed to each Recipient’s Chief Financial Officer at the end of each month along with a report identifying the sources of that month’s distribution.

#### VI. REPORTING

By the 15<sup>th</sup> day following the close of each month the Court shall distribute to the participants’ governing bodies and their Chief Financial Officers a report containing at least the following information:

- Number of court cases originating from the Provider, Recipient A, Recipient B and Recipient C, broken down by motor vehicle violations, ordinance violations and other;

- Number of tickets/summons processed for the Provider, Recipient A, Recipient B and Recipient C;
- Funds transferred to the State of New Jersey;
- Funds transferred to Warren County;
- Fine revenue for the Provider, Recipient A, Recipient B and Recipient C;
- All other court revenue including court costs and interest, for the Provider, Recipient A, Recipient B and Recipient C.

## VII. BOOKS AND AUDITS

The Court Administrator shall keep separate records and bank accounts for Provider and each Recipient. Provider shall arrange and pay for a yearly audit of the books of the Mansfield Township Municipal Court, and each Recipient shall arrange and pay for a yearly audit of the books of its municipal court, which audits shall be prepared generally in accordance with the requirements of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 *et seq.* Full accounting records of the previous year's Shared Municipal Court operations shall be made available no later than Jan. 30<sup>th</sup> of each year.

## VIII. RECORDS

A. Each party's court records shall be maintained separately. All records are confidential unless otherwise determined by State law, and access will only be given to authorized Court staff or AOC personnel in accordance with applicable State laws or AOC guidelines.

B. Each Recipient shall transfer or deliver to Provider all its Summonses, Tickets, or Citations arising on or after the effective date of this Shared Services Agreement to be adjudicated by the Shared Municipal Court.

## IX. INSURANCE & INDEMNIFICATION

A. Insurance coverage shall be obtained by Provider that protects the Shared Municipal Court and its personnel from claims against them arising out of bodily injury, property damage, personal injury, or civil rights violations, and such other coverage as may be necessary, without regard to whether the claim is attributable to Provider's cases or Recipients' cases. All Shared Municipal Court employees will be considered employees of Provider for the purposes of Worker's Compensation. Provider shall continue to provide liability insurance which protects Provider's employees and/or facilities

B. The parties to this Agreement recognize that the Shared Municipal Court employees are exclusively Provider's employees. Provider shall cover the cost of claims made by or against Shared Municipal Court employees and security personnel, including court costs and reasonable attorney's fees in defense of any and all claims against the employee, arising out of any act or omission of the employee, including

but not limited to Workers Compensation claims, claims under the New Jersey Tort Claims Act, and State and Federal Civil Rights actions.

C. Each Recipient shall obtain any statutory bond required for its municipal court Judge, Administrator and Deputy Administrator.

X. TERM OF AGREEMENT

This Shared Services Agreement shall commence October 1, 2010, subject to approval by the Assignment Judge, and terminate December 31, 2013.

XI. EARLY TERMINATION

Any Recipients may terminate their participation in the agreement prior to the end of the term with no financial penalty being imposed, provided that (1) written notice of termination is given to all parties six (6) months in advance of the termination date; and (2) the termination date shall be no earlier than Dec. 31, 2012.

The Provider reserves the right to terminate the agreement in its entirety upon five (5) months notification to all Recipients with no financial penalty being imposed, no earlier than Dec. 31, 2012.

XII. ADDITIONAL PARTIES

No other municipalities shall be added to this agreement without the consent of all parties.

XIII. UNIFORM SHARED SERVICES AND CONSOLIDATION ACT

The governing bodies of Provider and the Recipients are authorized to enter into this Agreement with each other pursuant to the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.* in accordance with the terms of that Act.

XIV. MISCELLANEOUS PROVISIONS

A. Whenever, pursuant to the terms of this Agreement, written notice is required or permitted to be given by one party to the other party, such notice shall be deemed to have been sufficiently given if personally delivered to the appropriate Municipal Clerk or if mailed by way of certified or registered mail, return receipt requested, and addressed to the party to whom notice is to be given, as set forth below:

Provider: Clerk of Township of Mansfield  
100 Port Murray Road  
Port Murray, New Jersey 07865

Recipient A: Clerk of Township of Washington  
211 Route 31 North  
Washington, New Jersey 07882

Recipient B: Clerk of Township of Oxford  
11 Green Street  
Oxford, New Jersey 07863

Recipient C: Clerk of Borough of Washington  
100 Belvidere Avenue  
Washington, New Jersey 07882

B. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections of the Agreement shall remain in full force and effect.

C. This Agreement may be amended, only in writing, with the consent of all parties.

#### **XV. COMPLETE AGREEMENT**

This Agreement contains the complete understanding as to the operation of the Shared Municipal Court among the parties to this Agreement and no other promises or agreements shall be binding unless signed by the parties. In signing this Agreement, the parties are not relying on any fact, statement or assumption not set forth in this Agreement. By signing below, the parties indicate that they have carefully read and understand the terms of this Agreement, enter into this Agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions without exception.

**IN WITNESS WHEREOF**, the Borough of Washington, the Township of Oxford, the Township of Washington and the Township of Mansfield have caused these presents to be signed and attested to by their respective officers and their respective seals to be affixed hereto the day and year first above written.

#### **NEW BUSINESS**

##### **Resolution 145-2010 To Refund Tax Monies per Tax Court Appeal**

Resolution 145-2010 was moved on a motion by Cioni, seconded by Valentine and adopted.

Roll Call: Cioni, Valentine, McDonald, Housel, Gleba, Higgins, Boyle

Ayes: 7, Nays: 0

Motion Carried

RESOLUTION #145-2010

A RESOLUTION TO REFUND TAX MONIES PER TAX COURT APPEAL

WHEREAS, the Tax Collector has received a Tax Court Judgment for the year 2008 and 2009 for the property listed below:

LOCKLOT		NAME OF OWNER/ PROPERTY LOCATION	YEAR	AMOUNT
80	12	Washington Norse, LLC	2008 Taxes	8,000.97
		7 Railroad Avenue	2009 Taxes	12,975.08
			TOTAL	20,976.05

Refund payable to: Washington Norse LLC, c/o Skoloff & Wolfe, PC, Eisenhower Parkway, Livingston, NJ 07039.

WHEREAS, due to the Tax Court Judgment Docket #007121-2008, the assessed value for the improvements has been reduced from 1,253,700 to 1,061,600 which changes the amount of taxes due thus creating this overpayment.

WHEREAS, due to the Tax Court Judgment Docket #004345-2009, the assessed value for the improvements has been reduced from 1,253,700 to 961,600 which changes the amount of taxes due thus creating this overpayment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey, to hereby authorize the Tax Collector and Treasurer to refund the above tax overpayment.

**Resolution 147-2010 Amending Resolution 88-2010 Which Memorialized Recreation Fees for 2010**

Resolution 147-2010 was moved on a motion made by Valentine, seconded by Cioni and adopted.

Roll Call: Cioni, Valentine, McDonald, Housel, Gleba, Higgins, Boyle

Ayes: 7, Nays: 0  
Motion Carried

**RESOLUTION NO. 147-2010**

**RESOLUTION AMENDING RESOLUTION 88-2010 WHICH MEMORIALIZED RECREATION FEES FOR 2010**

**WHEREAS**, Resolution 88-2010 was adopted on April 20, 2010 in order to establish recreation fees for park and pool activities for 2010; and

**WHEREAS**, the Mayor and Council have decided to amend several of the fees

associated with the Borough Pool for 2010 as follows:

**Pool Membership (Season Passes)**

Borough Residents: Family - \$148.75; Individual - \$85; Senior – Free

Non-Residents: Family - \$225.25; Individual - \$127.50; Senior - \$42.50

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Washington, County of Warren, State of New Jersey, that the 2010 Recreation Fee schedule is hereby amended as stated above effective immediately.

**BE IT FURTHER RESOLVED**, that any pool patron that has previously purchased a 2010 season pass for the pool promptly be reimbursed for the difference between the original and amended fee.

**BE IT FURTHER RESOLVED**, that certified copies of this resolution are forwarded to the Chief Financial Officer.

**Resolution 148-2010 Adjust Sewer Billing**

Resolution 148-2010 was moved on a motion made by Valentine, seconded by Cioni and adopted.

Roll Call: Cioni, Valentine, McDonald, Housel, Gleba, Higgins, Boyle

Ayes: 7, Nays: 0  
Motion Carried

**RESOLUTION # 148-2010**  
**A RESOLUTION TO ADJUST SEWER BILLINGS IN**  
**ACCORDANCE WITH CHAPTER 70, SECTION 28B OF**  
**THE CODE OF THE BOROUGH OF WASHINGTON.**

WHEREAS, the Borough of Washington commenced operations of a municipal sewer utility in January of 1999; and

WHEREAS, certain facts have come to the attention of the Borough to justify modification of sewer service charges which have been reviewed by the Borough Manager; and



WHEREAS, notice has been provided to the owner(s) of the property or properties listed below of the action proposed to be taken with the date, time and place where the Mayor and Council will meet to consider change(s) in the E.D.U.'s assigned to the property or properties listed below; and

WHEREAS, all parties affected by this resolution will be notified of the action taken, in writing, and notified of an opportunity to appear, in person, at a formal hearing of the governing body, if dissatisfied with the decisions made herein.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey that the following changes in the sewer service charge(s) are approved:

BLOCK/LOT	NAME/ADDRESS	REASON/ADJUSTMENT
11/2	Michelle Warnick 25 State Street Washington, NJ 07882	Change in Use (2) to (1) E.D.U. Effective: July 2010

BE IT FURTHER RESOLVED that the Borough Clerk be directed to send a certified copy of this resolution to all parties affected by this resolution and advise them of their right to protest the decision and request a formal hearing before the governing body, as provided in Chapter 70, Section 13. If no protest is filed, the decisions contained herein shall be considered final.

### **VOUCHERS**

Motion made by Housel, seconded by Valentine to approve the claims and vouchers in the amount of \$198,925.70.

Councilman Higgins asked if the charge for Hueyer Gruel for Planning Board is an escrow charge. Manager Phelan stated yes. Councilman Cioni noted the reimbursements for the pool memberships only totaled \$1,722.75 vs. the original estimate of \$2,200.00.

Ayes: 6 Nays: 0  
Abstain: 1 (Gleba)  
Motion Carried

Mayor McDonald abstained from the reimbursement for his family pool membership.

Councilman Higgins abstained from payments for the Fire Department.

## **RECAP**

Manager Phelan will work with the Street Committee, Borough Attorney, and Police Department regarding the proposed Parking Lot Ordinance. He will also follow up with the Judge regarding his contract.

## **COUNCIL REMARKS**

Councilman Cioni suggested reducing the amount for the fire truck to \$6,000. Council agreed to accept bids on the fire truck with a minimum bid of \$6,000. Councilman Cioni suggested looking into selling the water buffalo as well. Manager Phelan will research this.

Councilman Housel noted the Emergency Squad goes on a staggering amount of calls. Kudos to them for all of the hard work they do.

Councilman Higgins asked if the Borough is in the process of repaying the inter-fund balance. Manager Phelan stated yes. Councilman Higgins also noted that there is a crack in the sidewalk going into the new parking lot at Midtown off of Church Street. The homeowner does not want to have to pay for repairs as the crack was done during construction of the Midtown building. Councilman Higgins also asked that the section of the codebook regarding Council voting be placed on the next agenda.

Councilman Boyle asked if the Manager had any more information regarding the parking complaint on Youmans Avenue. Manager Phelan stated he has reached out to the police but has not had a response yet. Councilman Boyle also suggested Council consider proposals for professional services for 2011 in September of this year. Positions should be the Attorney, Engineer, Auditor, and Public Defender.

At this time Councilman Boyle made a motion to approve the Borough Manager as Recreation Director until January 2011 he also motioned to have the Borough Manager attend Recreation Meetings, seconded by Councilman Higgins. Manager Phelan asked Council to discuss this in Executive Session.

Motion to enter Executive Session was made by Councilman Boyle, seconded by Councilman Higgins.

Ayes: 7, Nays: 0  
Motion Carried

## **EXECUTIVE SESSION**

### **RESOLUTION 146-2010**

### **RESOLUTION AUTHORIZING EXECUTIVE SESSION**

**WHEREAS**, the Open Public Meetings Act; *N.J.S.A. 10:4-6 et seq.*, declares it to be the public policy of the State to insure the right of citizens to have adequate advance

notice of and the right to attend meetings of public bodies at which business affecting the public is discussed or acted upon; and

**WHEREAS**, the Open Public Meetings Act also recognizes exceptions to the right of the public to attend portions of such meetings; and

**WHEREAS**, the Mayor and Council find it necessary to conduct an executive session closed to the public as permitted by the *N.J.S.A. 40:4-12*; and

**WHEREAS**, the Mayor and Council will reconvene in public session at the conclusion of the executive session;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Washington, County of Warren, State of New Jersey that they will conduct an executive session to discuss the following topic(s) as permitted by *N.J.S.A. 40:4-12*:

\_\_\_\_\_A matter which Federal Law, State Statute or Rule of Court requires be kept confidential or excluded from discussion in public (Provision relied upon: \_\_\_\_\_);

\_\_\_\_\_A matter where the release of information would impair a right to receive funds from the federal government;

\_\_\_\_\_A matter whose disclosure would constitute an unwarranted invasion of individual privacy;

\_\_\_\_\_A collective bargaining agreement, or the terms and conditions thereof (Specify contract: \_\_\_\_\_);

\_\_\_\_\_A matter involving the purpose, lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed; Real Estate Acquisitions

\_\_\_\_\_Tactics and techniques utilized in protecting the safety and property of the public provided that their disclosure could impair such protection;

\_\_\_\_\_Investigations of violations or possible violations of the law;

\_\_\_\_\_Pending or anticipated litigation or contract negotiation in which the public body is or may become a party; (The general nature of the litigation or contract negotiations is: \_\_\_\_\_ the public disclosure of such information at this time would have a potentially negative impact on the municipality's position in the litigation or negotiation; therefore this information will be withheld until such time as the matter is concluded or the potential for negative impact no longer exists.)

\_\_\_\_\_Matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his or her ethical duties as

a lawyer; (The general nature of the matter is: \_\_\_\_\_ OR \_\_\_\_\_ the public disclosure of such information at this time would have a potentially negative impact on the municipality's position with respect to the matter being discussed; therefore this information will be withheld until such time as the matter is concluded or the potential for negative impact no longer exists.);

  X   Matters involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining of any specific prospective or current public officer or employee of the public body, where all individual employees or appointees whose rights could be adversely affected have not requested in writing that the matter(s) be discussed at a public meeting; (The employee(s) and/or general nature of discussion is: OR Borough Manager \_\_\_\_\_ the public disclosure of such information at this time would violate the employee(s) privacy rights; therefore this information will be withheld until such time as the matter is concluded or the threat to privacy rights no longer exists.;

\_\_\_\_\_ Deliberation occurring after a public hearing that may result in the imposition of a specific civil penalty or loss of a license or permit;

**BE IT FURTHER RESOLVED** that the Mayor and Council hereby declare that their discussion of the subject(s) identified above may be made public at a time when the Borough Attorney advises them that the disclosure of the discussion will not detrimentally affect any right, interest or duty of the Borough or any other entity with respect to said discussion. That time is currently estimated to be:   SIX MONTHS   (estimated length of time) OR upon the occurrence of \_\_\_\_\_;

**BE IT FURTHER RESOLVED** that the Mayor and Council, for the reasons set forth above, hereby declare that the public is excluded from the portion of the meeting during which the above discussion shall take place.

Council re-entered regular session and a motion was made by Councilman Boyle to appoint the Borough Manager as Recreation Director until January of 2011, and have the Borough Manager attend one meeting a month of the Recreation Committee, seconded by Higgins. Mayor McDonald will reach out to the Recreation Chairman to see if the meeting could be moved to 6:30 to 7:30 on either the first or third Tuesday of the month.

Ayes: 6, Nays: 1 (McDonald)  
Motion Carried

Hearing no further business to come before Council, it was moved by Cioni, seconded by Valentine that the meeting be adjourned at 10:20 p.m.

Ayes: 7, Nays: 0.  
Motion carried.

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Mayor Scott McDonald

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Kristine Blanchard, RMC Borough Clerk