

BOROUGH OF WASHINGTON, WARREN COUNTY, NJ
COUNCIL AGENDA
December 20, 2011
7:30 PM

STATEMENT OF ADEQUATE NOTICE:

ROLL CALL: Clerk will call the Roll

CORRESPONDENCE:

- Washington Township – Proposed Secondhand Jewelry Ordinance
- Senator Doherty – Proposed Resolution
- Sutherland Associates – Proposed Water Storage Tank NJ American Water
- Schneider and Company – Forensic Investigation Invoices

COUNCIL APPEARANCE:

Ray Rice – Jade Acquisition

AUDIENCE:

Remarks, petitions, statements and testimony from guests

ORDINANCES:

None

REPORTS

Borough Manager Reports
Municipal Court Report
DPW Report

COMMITTEE REPORTS

None

OLD BUSINESS:

NEW BUSINESS:

1. Official Newspaper – Discussion
2. Resolution 198-2011 Void and Replace Check
3. Resolution 199-2011 Release of Street Opening Escrow
4. Resolution 200-2011 Redemption of Tax Sale Certificate
5. Resolution 201-2011 Refund Taxes due to Veteran Deduction
6. Resolution 202-2011 Lease Agreement Norfolk Railway Block 300 Lot 1.04
7. Resolution 203-2011 Lease Agreement Norfolk Railway Block 301 Lot 2
8. Resolution 204-2011 Contract Extension with Veolia Water North America for the Operations and Maintenance of the Borough's Waste Water Treatment Plant
9. Resolution 205-2011 Authorizing System Modification to the Borough's Waste Water Treatment Plant by Veolia Water North America

VOUCHERS:

List Attached

RECAP

COUNCIL REMARKS:

Remarks, Reports, Discussions

EXECUTIVE SESSION:

ADJOURNMENT: _____ P.M.

Kristine Blanchard

From: Rich Phelan [rphelan@washingtonboro-nj.org]

Sent: Tuesday, November 29, 2011 3:15 PM

To: 'Kristine Blanchard'

Subject: FW: Secondhand jewelry Ordinance

Correspondence for the Dec. 20th meeting (E-mail/and attachment)

Richard D. Phelan
Borough Manager

Borough of Washington
100 Belvidere Ave.
Washington, NJ 07882
908-689-3600 (phone)
908-689-9485 (fax)
rphelan@washingtonboro-nj.org

This message, and any attachment to it, contains privileged and confidential information intended only for the use of the individual(s) or entity named on the e-mail. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender and delete it from your system. Thank you.

From: Peter deBoer [mailto:admin@washington-twp-warren.org]

Sent: Tuesday, November 29, 2011 9:12 AM

To: 'Rich Phelan'

Subject: FW: Secondhand jewelry Ordinance

Rich,

The police have requested that the township, boro and oxford pass this ordinance in 2012. They feel that there is a need to have an ordinance in place regarding this matter.

Please share this with your committee/council members and let me know if you are interested in adopting such an ordinance.

Let me know what the boro thinks.
Thanks

*best
Peter*

Peter H. deBoer Jr.

Township Administrator
admin@washington-twp-warren.org
Office Phone # 908.689.7204
Office Fax # 908.689.5194
Township of Washington
211 Route 31 North
Washington, NJ 07882

From: WTPD - [mailto:kauf@wtpd.net]

Sent: Monday, November 28, 2011 2:40 PM

To: admin@washington-twp-warren.org

Subject: Secondhand jewelry Ordinance

11/30/2011

SECONDHAND PRECIOUS METALS, GEMS AND JEWELRY DEALERS (Borough, Township and/or Oxford)

1. DEFINITIONS:

DEALER any person partnership corporation or entity, whether permanent or itinerant, who on one or more occasions (through any means) buy's sells secondhand gold, silver, precious metals, gems or jewelry, and includes anyone advertising the purchase or sale of any of the aforementioned items.

ITINERANT BUSINESS any business conducted intermittently within the **Borough/Township** of Washington and varying location.

MINOR any person under age of 18 years.

PERMANENT-BASED BUSINESS any business conducted on a year-round basis and housed in a single structure, such as a store or residence

2. ISSUANCE OF A LICENSE

Each dealer conducting business within the jurisdiction of the Borough/Township of Washington shall first register with the Chief of Police, who shall fingerprint the applicant and institute such an investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public welfare. In the event that the dealer is a business entity other than a sole proprietorship, the officers in a corporation or the partners in a partnership (or limited partnership) shall be deemed the applicant (s) who shall be fingerprinted and investigated in accordance with this section. Upon completion of the investigation, the Chief of Police shall either issue or deny the license based upon the results of the investigation. Upon the issuance of the license the applicant shall be given a copy of Chapter (Ord. #??).

3. LICENSE FEES; NONTRANSFERABILITY

- A. Upon issuance of license, the fee shall be based as provided in Chapter ???? Fees (LICENSE FEE **BOROUGH/TOWNSHIP**)
- B. A license issued under the provision of this chapter shall not be transferable and shall terminate on December 31st of the year in which said licensed is issued.

4. RECORDS MAINTAINED

Each dealer shall maintain a complete record of each purchase and sale, including the amount paid, description of the item and any identifying numbers or engravings. The dealer shall also obtain the name, address, date of birth, driver's licenses number and sate of issuance for the person from whom the items were purchased received or sold. This information is to be documented on the "Secondhand Jewelry Transaction

Receipt” form supplied by The Washington Township Police Department. These records shall be subject to the inspection of any authorized police officer of the Township of Washington.

5. DESCRIPTION TO BE DELIVERED TO CHIEF OF POLICE

Each dealer doing business in the **BOROUGH/TOWNSHIP** of Washington shall deliver to the Chief of Police the description of all items purchased, received or sold within 48 hours of the completion of the transaction on the “Secondhand Jewelry Transaction Receipt” form prescribed by the Chief of Police.

6. DISPOSAL WITHIN 45 DAYS OF PURCHASE PROHIBITED

No dealer shall sell, melt or change the form of disposal of any articles purchased or received within the last 45 days of the date of said purchase, and all such items shall be made available for at least 45 days to any authorized police officer requesting such items.

7. RESTRICTIONS ON TRANSACTIONS

Each dealer must require identification of the person with whom he is transacting business, and no transaction may be made with any minor, as herein defined, nor with any individual who is in an intoxicated state and/or is under the influence of intoxication liquor, narcotics or hallucinogenic or habit producing drugs.

8. REVOCATION OF LICENSE

A. license issued under the provision of this chapter may be revoked by the Chief of Police after a hearing upon notice to the applicant for any of the following causes:

- (1) Fraud, misrepresentation or false statement contained in the application for license
- (2) Fraud, misrepresentation or false statement made in the course of carrying on the business of purchasing secondhand precious metals, gems and jewelry.
- (3) Any violation of this chapter
- (4) Conviction of any Crime or Disorderly person offense involving moral turpitude
- (5) Conducting the business of soliciting or canvassing in an unlawful manner or such a manner s to constitute a breach of peace or to constitute a menace to the health safety or general welfare of the public.

9. VIOLATIONS AND PENALTIES

(See appropriate section for Violation and Penalties)

OR

- A. Unless another penalty is specifically provided elsewhere in the Code or in the law of the state or federal government, any person who violates any provision of this chapter, any other chapter of this Code or any other ordinance of the BOROUGH/TOWNSHIP shall, upon conviction, be punished by a fine of not more than \$2000.00 or imprisonment for a term not to exceed 90 days or by a period of community service not to exceed 90 days. Each day that such violation continues shall be deemed a separate offense.

Proposed Resolution
Senator Dolerty

WHEREAS, the _____ believes that every child should have equal resources of state aid distributed by the legislature for an education in the State of New Jersey by utilizing a fair school funding mechanism; and

WHEREAS, the current distribution of state aid for education to the schools has not been distributed in a fair and equitable manner to provide property tax relief to all the citizens of the State of New Jersey; and

WHEREAS, Article III., Paragraph 1, of the New Jersey State Constitution states, "The powers of government shall be divided among three distinct branches, the legislative, executive, and judicial. No person or persons belonging to or constituting one branch shall exercise any of the powers properly belonging to either of the others, except as expressly provided in this Constitution;" and

WHEREAS, Article VIII, Section IV, Paragraph 1, of the New Jersey State Constitution states, "the Legislature shall provide for the maintenance and support of a thorough and efficient system of free public schools for the instruction of all children in the State between the ages of five and eighteen years;" and

WHEREAS, Article VIII, Section IV, Paragraph 2, of the New Jersey State Constitution states, "the fund for the support of free public schools . . . shall be annually appropriated to the support of free public schools, and for the equal benefit of all the people of this State;" and

WHEREAS, Article VIII, Section I, Paragraph 7.a. of the New Jersey State Constitution states, the income tax is to be "annually appropriated . . . exclusively for the purpose of reducing or offsetting property taxes;" and

WHEREAS, this body can no longer bear the burden of the continued diversion of its fair share of state school aid for the students between the ages of five and eighteen years of age who reside within this jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, that the _____ do hereby call upon the Legislature of the State of New Jersey to fulfill its constitutionally assigned duty to distribute the state aid for education to the school districts in this state in a fair manner that is for the equal benefit of all the people of the state and not by means that are prejudiced by the actions of special interests that may have been presented before the Court or other venue.

BE IT FURTHER RESOLVED, that the Clerk of this entity is hereby directed to forward a copy of this resolution to Governor Chris Christie, Senate President Stephen Sweeney, Senate Minority Leader Thomas Kean Jr., Assembly Speaker Sheila Oliver and Assembly Minority Leader Alex DeCroce.



Sutherland Associates

Right-of-Way Agents • Consulting Engineers

98 Kings Highway North • Cherry Hill, NJ 08034 • 856.667.6565 • Fax: 856.667.6577

Website: Sutherlandassociates.org

Email: nssutherlandassc@aol.com

Mr. Richard D. Phelan
Borough Manager
Borough of Washington
100 Belvidere Avenue
Washington, NJ 07882

Dec. 5, 2011

Re Proposed water storage tank New Jersey American Water Co.

Dear Mr. Phelan:

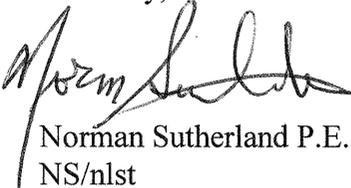
Back in March 2010 we contacted you with reference to the above project. After searching and negotiations on some suitable sites we have not reached an agreement on any suitable site.

A new water storage tank is required to meet fire protection requirements, to improve water service and foster future growth in the Washington Borough/Township area.

Our firm is working for NJAWC in an effort to acquire an easement for a site to construct the tank. We have located a potential site in Washington Township owned by the Borough. The site is on Block 48, Lot 78 on the tax maps for Washington Township. This letter is to determine the Borough's interest in selling a 220 ft. x220 ft. easement along with access easements. The acquisition will be at an agreed fair value and be subject to NJAWC receiving all permits for construction and operation. We have enclosed a "marked up" portion of the tax map showing a preliminary proposed location and photos of sample tanks.

We would appreciate the opportunity to visit with you at your office at your convenience to further discuss the project. Should you have any questions or concerns please contact us.

Sincerely,

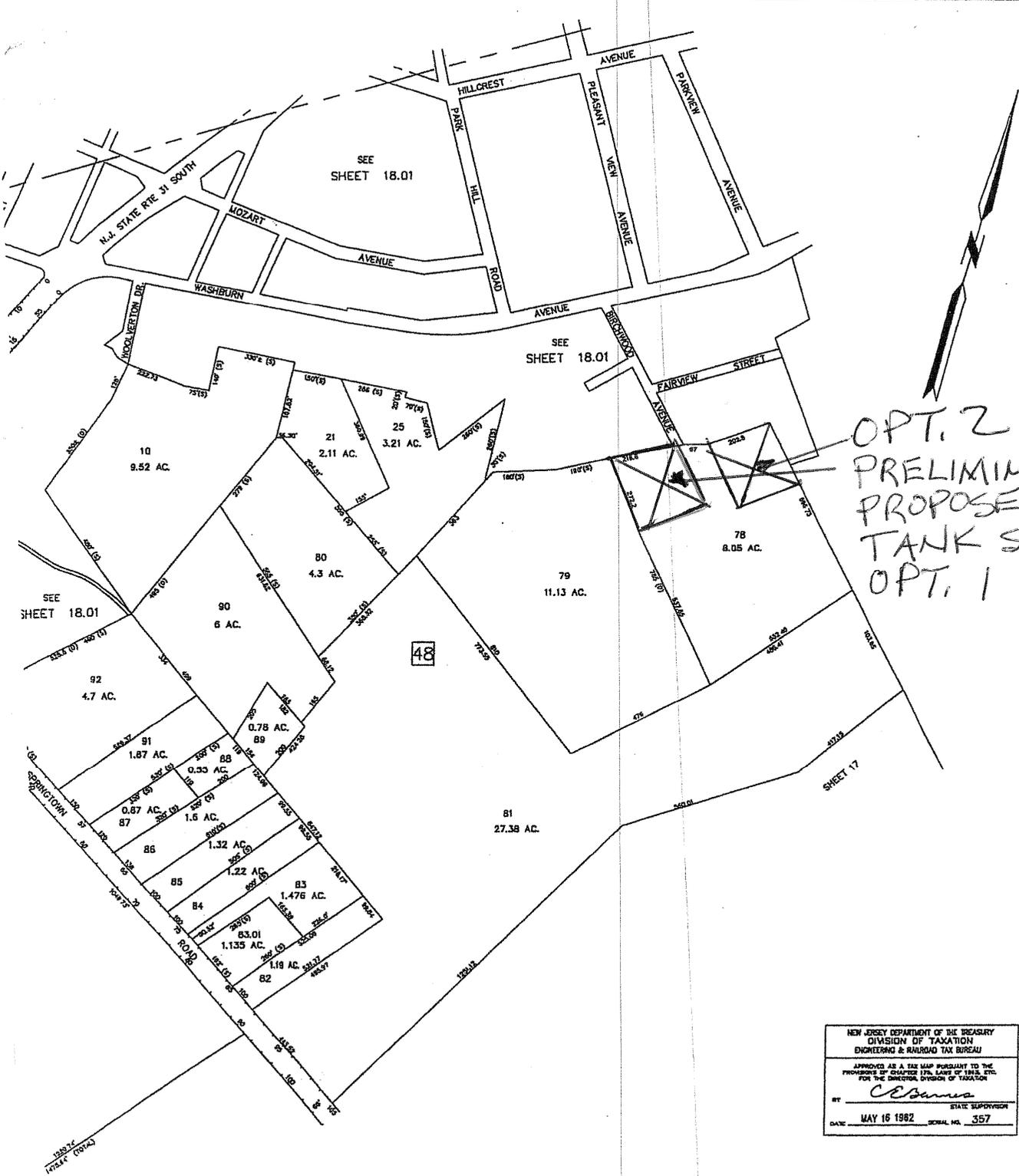


Norman Sutherland P.E.

NS/nlst

encl.

Cc: Jennifer Twyman, NJAWC



NEW JERSEY DEPARTMENT OF THE TREASURY
 DIVISION OF TAXATION
 ENGINEERING & SURVEY TAX BUREAU

APPROVED AS A TAX MAP PURSUANT TO THE
 PROVISIONS OF CHAPTER 174, LAWS OF 1965, ETC.
 FOR THE DIRECTOR, DIVISION OF TAXATION

BY: *C. Barnes*
 STATE SUPERVISOR

DATE: MAY 16 1982 SERIAL NO. 357

TAX MAP
 TOWNSHIP OF WASHINGTON
 WARREN COUNTY, NEW JERSEY
 SCALE: 1"=200' APRIL 1981

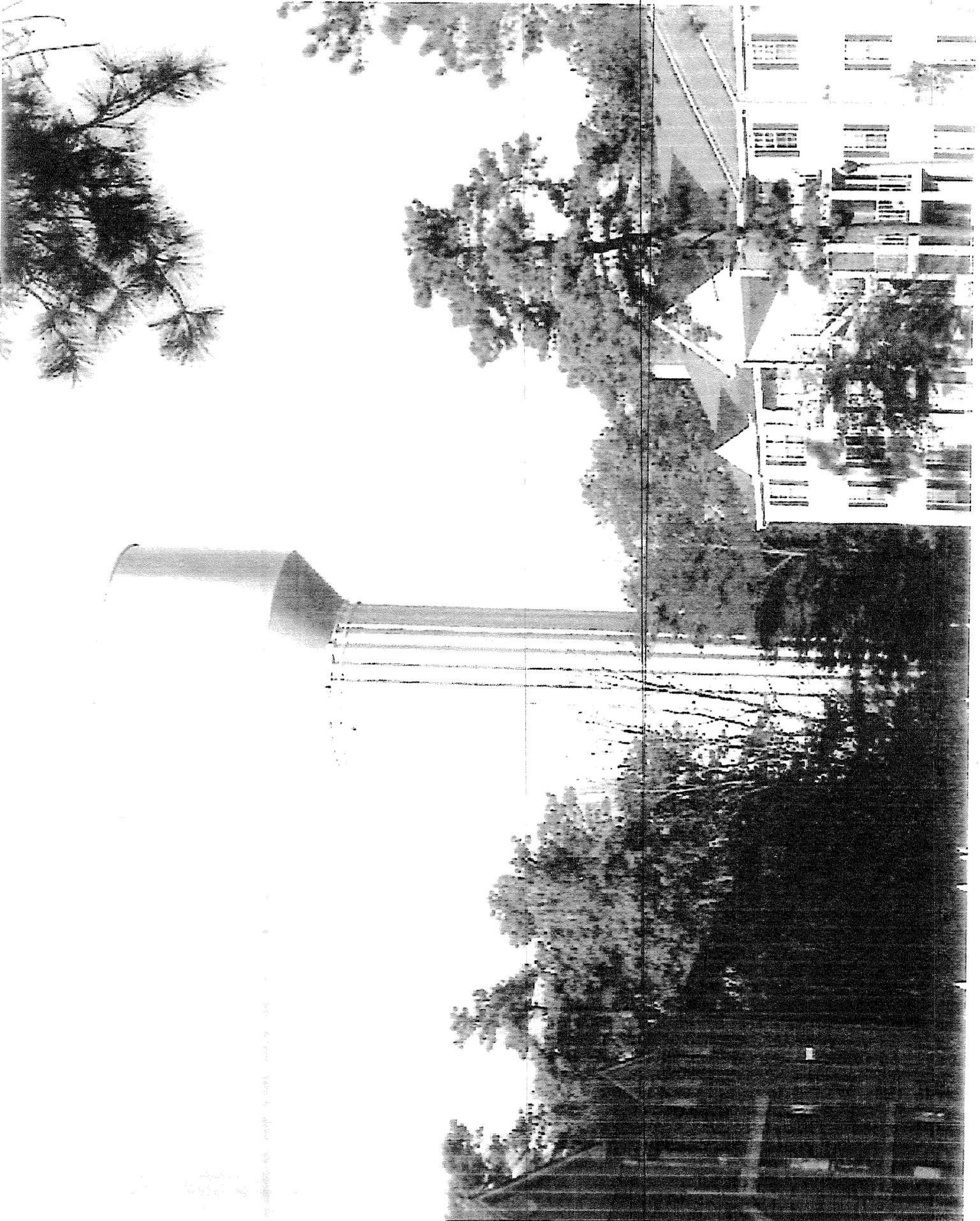
PREPARED BY
 AMERICAN AIR SURVEYS, INC.
 907 PENN AVENUE-PITTSBURGH, PA

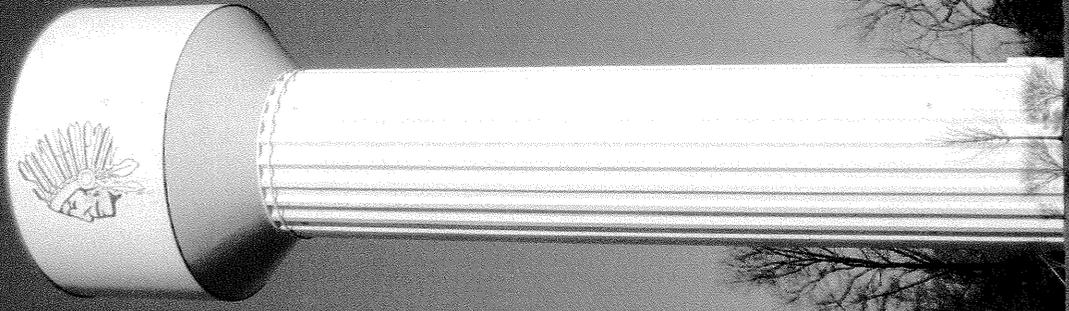
IN ASSOCIATION WITH
 EDWARD B. VAN NOTE, L.S.
 234 NASSAU STREET-PRINCETON, NEW JERSEY

LEGEND

1 - BLOCK NUMBER (S) - SOLID DIVISION
 3 - TAX MAP LOT NUMBER (D) - DOTTED DIVISION
 5 - DEVELOPMENT LOT NUMBER

NOTE: TO SHOW CONDITIONS AS OF SEPT. 30, 1981





SCHNEIDER & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

A Professional Corporation

9 Sylvan Way, Suite 280
Parsippany, New Jersey 07054
Phone: (973) 683-1100
Fax: (973) 683-0090

December 9, 2011

Mr. Richard Phelan, Borough Manager
Borough of Washington
100 Belvidere Avenue
Washington, NJ 07882-1426

Re: Forensic Investigation

Dear Mr. Phelan:

We are enclosing our invoice dated December 9, 2011 in the amount of \$ 34,550 which will bring our cumulative amount billed to the Borough to \$ 43,750 which represents one half of the \$ 87,500 contract which is expected to be fulfilled within one year.

Our actual time expended to date is in excess of \$ 70,000 due to the unexpected man-hours necessary to manually input the bill lists for 2006, 2007 and the first five months of 2008 since that data from the Borough's old accounting system was not exportable in electronic format.

Therefore, our actual professional time in the first six months of the contract has well exceeded more than half the contract value. Additionally, our standard time charges will undoubtedly exceed the \$ 87,500 contract value. However, we cannot and will not bill the Borough in excess of the \$ 87,500 contract.

Thus, this \$ 34,550 invoice catches us up to half the contract value at the midpoint of the contract.

Moving forward our firm will issue a monthly invoice in the amount of \$ 7,292 per month from January 1, 2012 to June 1, 2012 to bring the total amount billed to the contract value of \$ 87,500. However, at no time will we ever send a bill if the cumulative amount billed exceeds professional time expended.

Please feel free to call me should you have any questions regarding this procedure.

Very truly yours,



Warren M. Schneider

Enclosure



MANAGERS WEEKLY REPORT
12/9/11

Per Council's request, I have attached the financial information from the Recreation Committee.

The Municipal Auditor was in the Office this week beginning her year-end work. Although it will not be completed until mid-January, he has begun the preparation of the Annual Financial Statement.

I have attached the recap list for your review.

Meeting Date	Recap Item	Status	Completed
September 20, 2011			
	<p>Per Council - Work with Norfolk Southern Railroad to see if the would grant the Borough a sewer easement , as well as the authority to provide snow/ice control services to their property located off of N. Jackson Ave.</p>	<p>9/21/11 - Contacted NSRR and left voice mail. 10/7/11 - Called and E-mailed NSRR on 6 separate occasion to no avail. Also e-mailed "higher-up's" at the RR as well to no avail. Will continue trying to make contact. 10/13/11 - Advised Council of my conversations with NSRR. They have agreed to let us access their property for snow removal. They will send us a draft agreement for our review. 10/19/11 - Called and left NSRR a message regarding the agreement. Have not heard back yet. 11/1/11 - E-mail from NSRR stating that they are "working with our contracting folks to pull together an agreement for your review. They are overwhelmed with duties, but I will get one to you as soon as I can." 11/16/11 - Contacted NSRR to check on status of request. As of this recap, there has been no call back yet. 11/29/11 - Received proposed lease agreements from NFSS. Will be placed on upcoming agenda for Council consideration.</p>	No

December 6, 2011			
	Obtain quote from Blue Diamond disposal for extension of vegetative waste collection for 2012		No
	Provide resident information on 2005 & 2006 recreation "grant"	12/7/11 - Called BD and L/V/M. 12/9/11 - Sent e-mail to resident and copied Council.	Yes

Sport Comparisons 2010 vs. 2011

	<u>Participants</u>	<u>Total</u>	<u>Resident</u>
<u>Softball</u>			
2010	48	\$1,830.00	Boro
2011	61	\$2,735.00	Boro
<u>Karate</u>			
2010	32	\$1,340.00	Boro
	13	\$585.00	Non-Boro
	<u>45</u>	<u>\$1,925.00</u>	
2011	20	\$800.00	Boro
	11	\$495.00	Non-Boro
	<u>31</u>	<u>\$1,295.00</u>	
<u>Swim Team</u>			
2010	25	\$1,360.00	Boro
	49	\$4,900.00	Non-Boro
	<u>74</u>	<u>\$6,260.00</u>	
2011	34	\$1,795.00	Boro
	35	\$2,100.00	Non-Boro
	<u>69</u>	<u>\$3,895.00</u> **	
**plus \$500 contribution from swim team towards coaches salaries			
<u>Swim Lessons</u>			
2010	165	\$7,090.00	Boro
	83	\$5,395.00	Non-Boro
	<u>248</u>	<u>\$12,485.00</u>	
2011	129	\$7,150.00	Boro
	96	\$6,490.00	Non-Boro
	<u>225</u>	<u>\$13,640.00</u>	

Sport Comparisons 2010 vs. 2011

	<u>Participants</u>	<u>Total</u>	<u>Resident</u>
<u>Soccer</u>			
2010	155	\$6,958.00	Boro
2011	152	\$7,390.00	Boro

<u>Field Hockey</u>			
2010	8	\$370.00	Boro
	1	\$50.00	Non-Boro
	<u>9</u>	<u>\$420.00</u>	
2011	9	\$445.00	Boro
	1	\$75.00	Non-Boro
	<u>10</u>	<u>\$520.00</u>	

<u>Youth Basketball</u>			
2010	77	\$3,600.00	Boro
2011	77	\$3,850.00	Boro

2012 sign ups going on now

<u>Street Hockey</u>			
2010	84	\$3,435.00	Boro
	15	\$750.00	Non-Boro
	<u>99</u>	<u>\$4,185.00</u>	
2011	75	\$2,940.00	Boro
	14	\$700.00	Non-Boro
	<u>89</u>	<u>\$3,640.00</u>	Boro

2012 sign ups going on now

Meeting Date	Recap Item	Status	Completed
September 20, 2011	<p>Per Council - Work with Norfolk Southern Railroad to see if the would grant the Borough a sewer easement , as well as the authority to provide snow/ice control services to their property located off of N. Jackson Ave.</p>	<p>9/21/11 - Contacted NSRR and left voice mail. 10/7/11 - Called and E-mailed NSRR on 6 separate occasion to no avail. Also e-mailed "higher-ups" at the RR as well to no avail. Will continue trying to make contact. 10/13/11 - Advised Council of my conversations with NSRR. They have agreed to let us access their property for snow removal. They will send us a draft agreement for our review. 10/19/11 - Called and left NSRR a message regarding the agreement. Have not heard back yet. 11/1/11 - E-mail from NSRR stating that they are "working with our contracting folks to pull together an agreement for your review. They are overwhelmed with duties, but I will get one to you as soon as I can." 11/16/11 - Contacted NSRR to check on status of request. As of this recap, there has been no call back yet. 11/29/11 - Received proposed lease agreements from NFSS. Will be placed on upcoming agenda for Council consideration.</p>	No
November 14, 2011			

	<p>Obtain quote for installation/removal of Christmas Tree lights at Borough Hall</p>	<p>11/15/11 - Contacted installation company and are waiting for a quote. 11/29/11 - Received quote from contract used in the past. \$750 for 250 lights. \$150 extra for an additional 50 lights. Potential cost: \$750 - \$900 dollars.</p>	<p>Yes</p>



MANAGERS WEEKLY REPORT
12/2/11

I had a final meeting with FEMA this week regarding Hurricane Irene. While he could not give me an affirmative answer until it gets approved by the Feds, he has advised that there is a very good chance that we will receive total reimbursement for the funds that were expended for the special trash collection that was provided, which was approximately \$8,200.

The departmental YTD reports have been posted on the website.

I have attached the Recap list for your review.

To reiterate my e-mail to Council on Nov. 30th, we have received an e-mail from the Department of Community Affairs, Division of Local Government Services as it relates to the Borough's request to reform the Recreation Commission. In this instance, they have provided their official approval for the reformation. As such, per Council's direction, this will go into effect on January 1, 2012, and appointments will be made at our January 3, 2012 Re-Organizational meeting retroactive to the beginning of the year.

We are nearly complete with the first pass through the Borough collecting brush from the October storm. If the weather holds, we should be able to start making a second pass the week of December 12th.

The mid-street crosswalk lights are not working again. We have confirmed our suspicion that the damage was from snow being pushed up onto the sidewalks by State plows. Be that as it may, we are working with a welder to see if they can be better secured with the hopes that the sensors will not move. If this does not work, I feel that the only alternative is to retrofit a "push-button" system there and remove the sensors from the equation. While the crosswalk is a nice concept, I do not think that they were ever designed for the Northeast winter seasons. Between rain, salt and snow, they have really taken a beating. Be that as it may, I will keep you posted.

Borough of Washington Municipal Court
Monthly Financial Report

Washington Borough

Check #	Description	Current Month	Year to Date
1073	Tres, Warren County	\$ 2,045.50	\$ 22,670.25
1074	Tres, Borough of Washington Title 39	\$ 6,980.95	\$ 78,702.92
1076	Tres, Borough of Washington POAA	\$ 6.00	\$ 296.00
	Tres, State of NJ Judiciary		\$ -
1077	Tres, County W & M	\$ 2,000.00	\$ 3,050.00
	Various Restitution		\$ 175.00
	Tres, State of NJ ACH	\$ 3,881.55	\$ 56,876.85
	Over Payments		\$ -
	NJ Dept. of Environmental Protection		\$ -
1075	Tres, Borough of Washington PD	\$ 400.00	\$ 600.00
	Tres, State of NJ W & M		\$ -
	Tres, Borough of Washington, non-cashed checks		\$ -

Month: November 2011
Respectfully Submitted: Jerilyn Harris C. M.C.A.

HIGHWAY DEPARTMENT
OVERVIEW FOR NOVEMBER 2011

The early season snowfall had caused a tremendous amount of storm damage so to start out the month the entire crew was assigned to brush collection. The brush was plentiful and as the month wore on it was coming very apparent that the brush would not be completed by the end of November. The streets that were completed during the month were as follows; North Jackson Avenue, Church Street, Brown Street, School Street, Taylor Street, Hahn Street, East Stewart Street, East Johnston Street, Cleveland Street, Belvidere Avenue, New Street, North Lincoln Avenue, Carlton Avenue, Warren Street, West Johnston Street, West Stewart Street, State Street, Madison Avenue, North Wandling Avenue, Grand Avenue, Prospect Street, Miller Avenue, McDonald Street, Lambert Street, Wayne Street, Alvin Sloan Avenue, Terrace Street, Wyoming Avenue, Roys Lane, Christine Place, Ramapo Way, Lenape Trail, South Prospect, Gardners Court, Cornish Street, South Wandling Avenue, Marble Street, Ophelia Street, Mechanic Street, Willow Street, South Lincoln Avenue, Nunn Avenue, Broad Street, Youmans Avenue, Park Avenue, Mozart Avenue, Hillcrest Avenue, Vannatta Street, Railroad Avenue, Pershing Street, Pohatcong Avenue, Beethoven Avenue, James Street, Fisher Avenue, Oshea Street, Flower Avenue, Wilson Terrace, Taft Terrace, Presidential Drive and Harding Drive.

Other duties performed this month included; setting up election booths, and performing equipment maintenance as the backhoe needed the front tire repaired and the hydraulic line replaced and truck #45 needed the tail lights repaired.

In the upcoming month of December I would like to finish the brush collection and keep up with any in climate weather that we may receive.

Respectfully submitted,



John Burd
Supervisor Streets.

RESOLUTION #198 -2011

A RESOLUTION TO VOID AND REPLACE A CHECK ISSUED
FROM THE DEVELOPER'S ESCROW ACCOUNT APPROVED
FOR PAYMENT ON DECEMBER 6, 2011.

WHEREAS, the Mayor and Council approved a total payment from the Developer's Escrow account due to Gebhardt & Kiefer in the amount of \$5,001.18 and Check #1908 was subsequently issued in that amount;

WHEREAS, a review of the invoices paid by check #1908 revealed that one invoice in the amount of \$230.00 should have been paid to Suburban Consulting Engineers;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey hereby approves the void of check number 1908 and the reissuance of the payment due to Gebhardt & Kiefer by check #1925 in the amount of \$4,771.18.

The above resolution was moved by _____, seconded by _____, voted and carried this 20th day of December, 2011.

Roll Call:

Ayes: Nays:

Kristine D. Blanchard, R.M.C.
Borough Clerk

cc: Barbara Van Why, Admin. Clerk

RESOLUTION 199# 2011

**A RESOLUTION AUTHORIZING THE RELEASE OF STREET
OPENING ESCROW**

WHEREAS, Dr. Richard Birkins, DDS applied for a street opening permit in 2010; and

WHEREAS, funds were posted in escrow to cover the cost of professional review of this application as well as funds to cover a maintenance bond; and

WHEREAS, Municipal Engineer Andrew S. Holt, P.E. has determined after reviewing the site that the escrow account money and professional review can be released.

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 Treasurer is hereby authorized to issue a check to Dr. Richard Birkins, DDS of 137 Belvidere Ave in the amount of \$1040.00

The above Resolution was moved by _____,
seconded by _____, voted and carried this 20th day of
December, 2011.

Roll Call: Ayes:
 Nays:
 Abstentions:

Kristine Blanchard, RMC
Borough Clerk



October 17, 2011

Via Electronic Mail kblanchard@washingtonboro-nj.org

Borough of Washington
100 Belvidere Avenue
Washington, New Jersey 07882

Attn: Kristine Blanchard
Borough Clerk

Re: Borough of Washington, County of Warren, State of New Jersey
Street Opening Permit # **20-2010**
137 Belvidere Avenue
Bond Release Inspection Approval
Our Project No: SCE-5391

Dear Ms. Blanchard:

On October 13, 2011, SCE Suburban Consulting Engineers, Inc. conducted a final inspection for the road opening related to the above-referenced permit application.

The construction practices and restoration appear to be satisfactory. The road opening is approved final, and we recommend the maintenance bond be released.

Very truly yours,
Suburban Consulting Engineers, Inc.

A handwritten signature in black ink, appearing to read 'Andrew S. Holt'.

Andrew S. Holt, P.E.
Washington Borough Engineer

S:\Washington Borough - Warren Cty\Washington Borough STREET OPENINGS 2010\5391 RO 20-2010_137 Belvidere Ave\5391 ASH LTR KBlanchard - RO 20-2010_137 Belvidere Ave_Bond Release Insp Approval_10-17-11.doc

RESOLUTION # 200-2011

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on November 17, 2009 to Royal Tax Lien Services LLC, 115 West Avenue, Suite 300, Jenkintown, PA 19046, in the amount of \$13,821.49 for taxes or other municipal liens assessed for the year 2008 in the name of Roland, Madeline & Vincent as supposed owners, and in said assessment and sale were described as 33 Lambert Street, Block 2.11 Lot 33, which sale was evidenced by Certificate #09-00005; and

WHEREAS, I, Kay F. Stasyshan, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 11-15-11 and before the right to redeem was cut off, as provided by law, HSBC for the Rolands claiming to have an interest in said lands, did redeem said lands claimed by Royal Tax Lien Services LLC by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$60,061.14, which is the amount necessary to redeem Tax Sale Certificate #09-00005.

NOW THEREFORE BE IT RESOLVED, on this 20th day of December, 2011 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to Royal Tax Lien Services LLC, 115 West Avenue, Suite 300, Jenkintown, PA 19046 in the **amount of \$97,061.14 (\$60,061.14 principal and \$37,000.00 premium)**.

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 2.11 Lot 33 from the tax office records.

The above Resolution was moved by _____, seconded by

_____, voted and carried this 20th day of December, 2011.

Roll Call: Ayes:

Nays:

Abstentions:

Kristine Blanchard, RMC
Borough Clerk

cc: Kay F. Stasyshan, Tax Collector
Paula Drake, Accounts Payable Clerk

RESOLUTION #201-2011

RESOLUTION TO REFUND VETERAN DEDUCTION ALLOWED

As per N.J.S.A. 54:4-8.40 Et seq

WHEREAS, the Tax Assessor and Tax Collector has allowed the following Veterans' Deduction and wishes to refund this deduction; and

<u>BLOCK</u>	<u>LOT</u>	<u>NAME OF OWNER/ PROPERTY LOCATION</u>	<u>EXPLANATION</u>	<u>AMOUNT</u>
44.01	14	Schultes, Raymond E 103 Sunrise Terrace Washington, NJ 07882	Veteran's Deduction Allowed in 2011	250.00

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 Treasurer be authorized to refund the amount of \$250.00 to Raymond E Schultes.

The above Resolution was moved by _____, seconded by _____, voted and carried this 20th day of December, 2011.

Roll Call: Ayes:

 Nays:

 Abstentions:

Kristine Blanchard, Borough Clerk/RMC

cc: Kay F. Stasyshan, Tax Collector
Schultes
Block/Lot File
Paula Drake, Accounts Payable Clerk



Norfolk Southern Corporation
Real Estate and Contract Services
1200 Peachtree Street, NE, 12th Floor
Atlanta, Georgia 30309-3579

Suzanne L. Congdon
Property Agent
My Direct Line Is:
Phone: (404) 962-5808
Fax: (404) 653-3436
E-Mail: suzanne.congdon@nscorp.com

November 21, 2011
Activity 1161686

UPS GROUND

Mr. Richard Phelan
Borough of Washington
100 Belvidere Avenue
Washington, New Jersey 07882

RE: **Washington, Warren County, New Jersey** – Proposed Lease Agreement (“Lease”) between Norfolk Southern Railway Company (“Landlord”) and Borough of Washington (“Tenant”), concerning real property having an area of 0.49 acres, more or less, located at Milepost 67.20; \$750.00 annual rent;

Dear Mr. Phelan:

Enclosed are duplicate originals of the referenced Lease for your handling for execution and witnessing. Thereafter, return both originals to me for execution on behalf of Landlord, after which a fully-executed original will be returned to you for your file. DO NOT DATE the Lease, as we will do so at the time of Landlord’s execution. Below are the items required by Landlord in order to complete the file:

- Both originals of the Lease, signed and witnessed on behalf of Borough of Washington.
- A check in the amount of \$750.00, payable to Norfolk Southern Railway Company, for the first rental payment.
- Fax a copy of the Certificate of Insurance, as required by Paragraph 21 of the Lease, to my attention at 404-653-3436, and forward the original directly to: Risk Manager, Norfolk Southern Corporation, Three Commercial Place, Norfolk, VA 23510-2191. Instruct your insurance company to name Norfolk Southern Railway Company as an additional insured and certificate holder. For answers to questions concerning the insurance requirements, please contact Mr. Scott Dickerson at (757) 629-2364 or email NSRISK1@nscorp.com. (Sample Certificate of Insurance enclosed)

The Certificate of Insurance must be approved and the Lease fully-executed before occupation of the property can be permitted.

The terms and conditions of this Lease shall be valid for thirty (30) calendar days from the date of this letter. If you are unable to execute the Lease within the thirty (30) calendar day time frame, please advise this office in writing of your intent or risk cancellation of your file.

Your cooperation is appreciated. If you have any questions regarding this matter, please contact me referring to the activity number above.

Sincerely,



Suzanne L. Congdon

Enclosure
1161686/ Imanage #v1/IDL

RESOLUTION 202-2011
AUTHORIZING EXECUTION OF A LEASE AGREEMENT WITH NORFOLK
SOUTHERN RAILWAY COMPANY CONCERNING REAL PROPERTY LOCATED ON
BLOCK 300, LOT 1.04.

WHEREAS, Norfolk Southern Railway Company owns the property referred to as Block 300, Lot 1.04 on the Borough's tax map; and

WHEREAS, the Borough Council of the Borough of Washington believe that leasing this property for public use would best serve the residents of the community.

NOW, THEREFORE BE RESOLVED, that the Borough Council of the Borough of Washington hereby enter into a property lease Agreement with Norfolk Southern Railway Company in accordance with the terms and conditions set forth in the attached lease.

Ayes:

Nays:

Date:

Kristine Blanchard, RMC

LEASE

THIS LEASE, made and entered into this ____ day of _____, 20____ by and between NORFOLK SOUTHERN RAILWAY COMPANY (hereinafter styled "Company"), a Virginia corporation, and BOROUGH OF WASHINGTON (hereinafter styled "Lessee"), a New Jersey government entity, whose address is _____.

WITNESSETH:

The parties hereto hereby agree as follows:

ARTICLE 1. Company, insofar as its right, title, and interest enable it so to do, and without warranty, and in consideration of the covenants of Lessee, hereby grants unto Lessee the right to occupy and use for the purpose or purposes hereinafter mentioned:

The property at Washington, Warren County, New Jersey, having an area of 0.49 of an acre, more or less, the location of which is substantially as shown on the print dated October 20, 2011, attached hereto and made a part hereof as "Exhibit A" (hereinafter "Premises").

Company reserves unto itself, and its permittees, the right to maintain, operate, renew and reconstruct upon, under, or over the Premises any existing or future pipe, electrical, telecommunications, signal lines, or any other facilities of like character. Lessee agrees that its occupation and use of the Premises is subject to any or all such rights and uses and to such rights as the owners or users thereof may have to use any road or highway, or portion thereof, which may be located upon or which may traverse the Premises.

ARTICLE 2. Lessee will use the Premises for the purpose of the removal of snow and maintaining roadway and for no other purpose without the written consent of Company. Lessee may not assign this Lease or sublease all or any part of the Premises without the prior written consent of Company, nor shall Lessee, except with such written consent, permit the Premises to be used for any purpose by any other party, firm or corporation.

ARTICLE 3. Lessee will pay unto Company as rent the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), payable semi-annually in advance, beginning as of the January 1, 2012, which is the effective date hereof. In the event Lessee fails to pay the rent or any other payment called for under this Lease on or before the due date, Lessee shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%). All payments of rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Company at P.O. Box 116944, Atlanta, Georgia 30368-6944, or such other address as Company may designate in any invoice delivered to Lessee.

ARTICLE 4. Lessee will assume and pay amounts sufficient to cover all property taxes on the Premises and all other taxes, license fees, or other charges assessed or levied because of Lessee's use of the Premises or the business conducted by Lessee upon the Premises.

ARTICLE 5. Lessee will not construct or install upon the Premises any buildings, structures, or improvements unless specifically permitted herein or by written consent of Company.

ARTICLE 6. Lessee shall obtain all permits, certificates, licenses, and authorizations required by any governmental authority for any improvements to or use of the Premises.

ARTICLE 7. Lessee shall pay, satisfy, and discharge all claims, judgments or liens for material and/or labor, used or employed by Lessee or its agents upon the Premises.

ARTICLE 8. Company shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Lessee shall place any and all utility and service related bills in its name and shall timely pay the same.

ARTICLE 9. In its use and occupancy of the Premises, Lessee will maintain the Premises in a neat and sanitary condition and will comply with the requirements of all federal, state, and local safety, health, environmental, and sanitation laws, governmental regulations, and ordinances, and Lessee hereby agrees to indemnify and save harmless Company, its officers, agents, and employees, and the Additional Indemnified Parties from and against all losses, fines, penalties, liabilities and costs arising or growing out of any failure to fully observe such laws, governmental regulations and ordinances.

ARTICLE 10. Lessee shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety. Lessee shall not install any underground tanks or associated underground piping for the storage of any product on the Premises without the express written consent of Company given prior to installation. Lessee shall not dispose of any wastes

of any kind, whether hazardous or not, on the Premises, and Lessee shall not conduct any activity on the Premises which may or does require a hazardous waste treatment, storage or disposal facility permit from any federal or state agency.

ARTICLE 11. If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Company and Lessee as of such date. All condemnation awards shall belong to Company.

ARTICLE 12. Lessee hereby agrees to indemnify and save harmless Company, its officers, agents, and employees, and the Additional Indemnified Parties from and against all losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses (including attorneys' fees) for personal injury to or death of any person or persons whomsoever, including, but not limited to, Lessee's agents, workmen, servants or employees, and damage to or destruction of any property whatsoever arising from or growing out of, directly or indirectly, the presence of Lessee, its agents, servants or employees upon or about the Premises or in connection with the lease rights herein granted, whether or not such losses, fines, penalties, liabilities, claims, demands, causes of action, costs or expenses shall have been contributed to by the negligence of any of the indemnitees.

ARTICLE 13. Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Company, Lessee shall assume sole responsibility for and shall indemnify, save harmless, and defend the Company, its officers, agents and employees and the Additional Indemnified Parties from and against all claims, actions, or legal proceedings arising in whole or in part, from the conduct of Lessee's operations, or the placement of Lessee's equipment or other property, within twenty-five feet (25') of Company's tracks, if any, located on or adjacent to the Premises.

ARTICLE 14. This Lease shall continue in effect from the date hereinabove set forth until terminated by either party upon thirty (30) days' prior written notice to the other party, except that if Lessee shall fail to pay the of rentals or any other amount due hereunder within ten (10) days after the due date thereof, or violate any other covenants herein, and not cure such violation within ten (10) days after written notice from Company, Company may, in addition to any remedy available at law or in equity, do any one or more of the following: (a) terminate this Lease by written notice to Lessee, or (b) perform any unperformed obligation of Lessee, in which event any sums expended by Company shall be repaid by Lessee, as additional rental, within ten (10) days of demand therefore by Company. No termination of this Lease will relieve either party hereto from any obligation incurred hereunder prior to such termination. If Lessee remains in possession of the Premises after termination of this Lease with Company's written consent, Lessee shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the rental rate shall become two times the then current rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Lessee waives any right that it may have to additional notice pursuant to applicable law. If Lessee remains in possession of the Premises after termination of this Lease without Company's written consent, Lessee shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Company any damages resulting from such holdover, Lessee shall pay rental at the rate of three times the then current rental. In such circumstance, acceptance of rental by Company shall not constitute consent or agreement by Company to Lessee's holding over and shall not waive Company's right to evict Lessee immediately.

ARTICLE 15. Upon any termination of this lease, Lessee will vacate the Premises immediately, remove all improvements owned by or placed thereon by Lessee, and leave the Premises, including the subsurface, in as good order and condition as said Premises were prior to the use and occupation thereof by Lessee and free from holes, obstructions, debris, wastes, or contamination of any kind. If Lessee fails to vacate the Premises prior to the date that Lessee is required to vacate such Premises, Company may, in addition to any other legal remedy it may have, re-enter and take possession of said Premises, oust Lessee and all persons holding under Lessee, and restore or arrange to restore the surface and subsurface of the Premises, at Lessee's expense.

ARTICLE 16. Lessee shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Company, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$1,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Lessee's contractual liability hereunder, (c) cover Lessee and Company for liability arising out of work performed by any third parties for Lessee in or about the Premises, (d) name the Company and its subsidiaries and affiliates as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Company. Any property insurance maintained by Lessee on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Company. Lessee shall deliver certificates of insurance evidencing the insurance required hereinabove to Company simultaneously with the execution of this Lease by Lessee, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Company. If Lessee fails to obtain the necessary coverages, Company may do so at Lessee's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Company's Risk Management Department, Three Commercial Place, Norfolk, Virginia 23510, simultaneously with the execution of this Lease by Lessee. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Lessee hereunder and shall not waive Company's right to seek a full recovery from Lessee.

ARTICLE 17. Lessee agrees to pay all costs and expenses, including, but not limited to, reasonable attorneys' and consultants' fees, incurred by Company in connection with enforcing the performance of any of the provisions of this Lease.

ARTICLE 18. If any provision of this Lease, or the application thereof to any person or circumstances, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforceable to the fullest extent permitted by law. The provisions of Articles 9, 12, 13, 14, 15 and 17 shall survive the expiration or earlier termination of this Lease.

ARTICLE 19. The parties hereto agree that the Additional Indemnified Parties referred to in Article 9, Article 12 and Article 13 hereof are all of the corporate subsidiaries and affiliates of Company and all of their respective officers, agents and employees.

ARTICLE 20. Lessee accepts the Premises "as is" without warranty of any kind, whether express or implied, including, without limitation, any warranty of quiet enjoyment, the implied warranties of merchantability, habitability, or fitness for a particular purpose or any other implied warranties. Company shall not be liable for, and Lessee hereby releases Company from all claims for economic losses and all other damage of any nature whatsoever accruing to Lessee, including, but not limited to the value of any property of Lessee upon the Premises, resulting from or arising by reason of any deficiency, insufficiency or failure of title of Company. This Lease contains the entire agreement of the parties hereto as to the Premises, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

ARTICLE 21. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, or when deposited with a nationally recognized courier for overnight delivery, and addressed to Company or Lessee, as the case may be, at the address set forth below.

<p>Company:</p> <p>Director Real Estate Norfolk Southern Corporation 1200 Peachtree Street, NW, 12th Floor Atlanta, Georgia 30309-3579</p>	<p>Lessee:</p> <p>Mayor Scott McDonald Borough of Washington 100 Belvidere Avenue Washington, NJ 07882</p>
---	--

ARTICLE 22. This Lease is subject to the terms and conditions set forth on Exhibit B (Special Conditions), attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate, each being an original, as of the date hereinafter first recited.

NORFOLK SOUTHERN RAILWAY COMPANY
By _____

[Title]

BOROUGH OF WASHINGTON
By _____

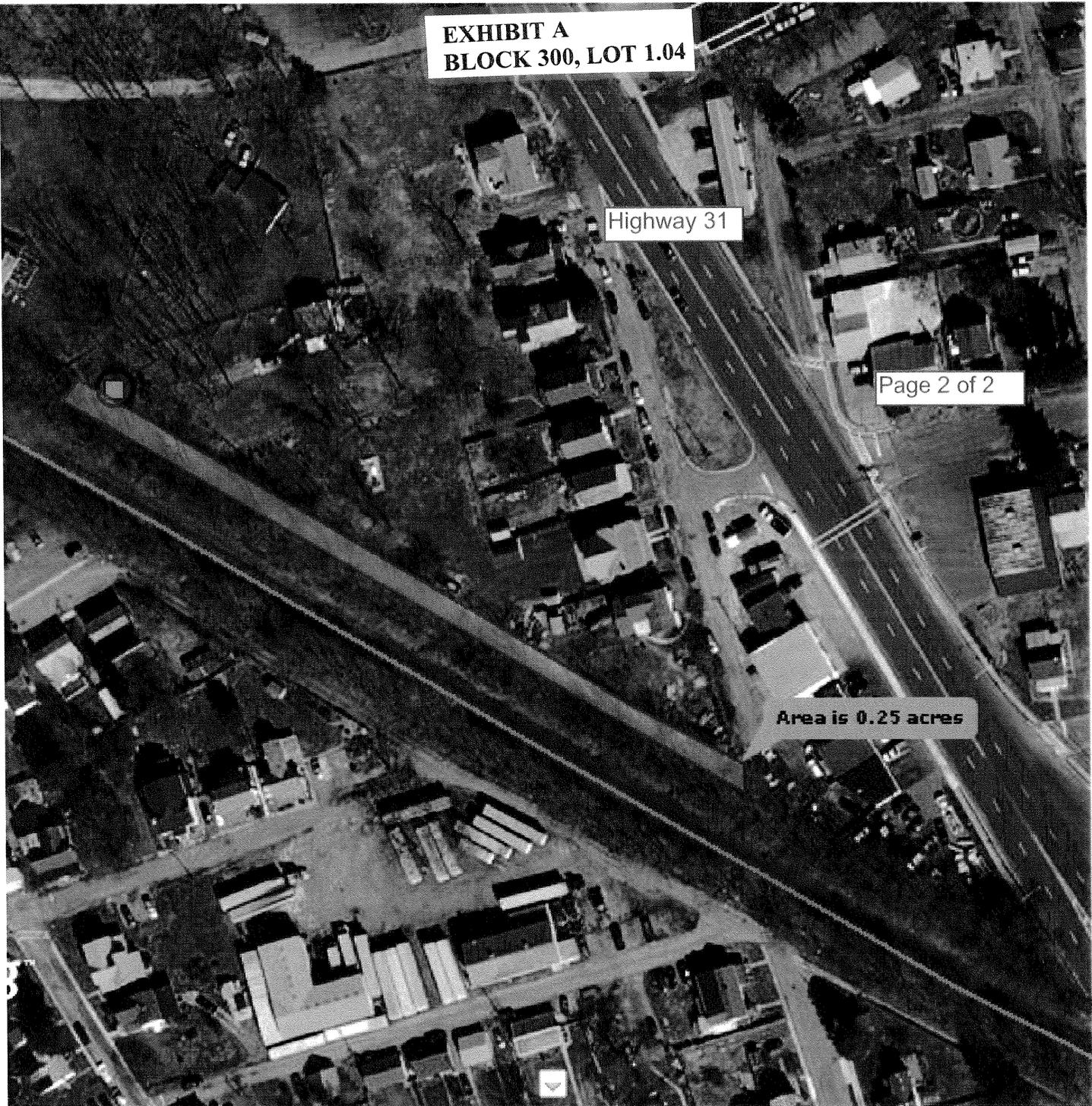
[Title]

**EXHIBIT A
BLOCK 300, LOT 1.04**

Highway 31

Page 2 of 2

Area is 0.25 acres



**NORFOLK SOUTHERN RAILWAY COMPANY
Real Estate Department**

Branch:	Washington Secondary		
Location:	Washington, Warren County, NJ		
Tenant:	Borough of Washington		
Area:	0.25 Acres		
Maps:	V7 NJ / 6	Milepost:	67.1 TG to 67.3 TG
Activity No:	1161686	Exhibit A	Page 2 of 2
Date:	10/24/11	Not To Scale	



EXHIBIT B

FENCE/BARRICADE

Lessee may, at its own expense, erect and maintain a fence or barricade along the boundaries of the Premises. The fence or barricade shall be constructed in accordance with specifications approved by the Division Superintendent of Company, or his duly authorized representative, prior to the erection of the fence or barricade. Prior to any digging on the Premises, Lessee shall contact the Division Superintendent of Company in order to avoid damage to Company's underground communications and signal facilities.

FENCE/BARRICADE (RAILROAD PROTECTION)

Lessee shall, at its own expense, erect and maintain a fence or barricade along the boundaries of the Premises sufficient to prevent encroachment onto the adjacent railroad track(s). The fence or barricade shall be constructed in accordance with specifications approved by the Company. Prior to any digging on the Premises, Lessee shall contact the Division Superintendent of Company in order to avoid damage to Company's underground communications and signal facilities.

PAVING

Lessee may, at its own expense, pave the surface of the Premises or place gravel thereon in order to provide a suitable parking surface. No drainage conditions shall be created which shall cause damage to the Premises, other property of Company or any property of third parties which adjoins or abuts the Premises or other property of Company. Prior to the placement of any gravel or paving material upon the Premises, Lessee shall submit plans showing the location of the placement of such gravel or pavement to Company for approval. Lessee shall not grade or change the contour of any portion of the Premises without the prior written consent of Company's Division Superintendent or his authorized representative.

TEMPORARY BUILDINGS

(a) Lessee may construct or install a temporary building upon the Premises. Any temporary building constructed or installed by Lessee on the Premises shall be constructed or installed in a good workmanlike manner and shall be maintained and used in such manner so as not to interfere with the business of Company, shall be kept in good repair and presentable condition, shall be located as approved in writing by Company, and shall not be relocated upon the Premises except with the written consent of Company. Lessee will be responsible for all utilities used by Lessee, for snow and ice removal and will keep said Premises in a clean and sanitary condition, free of waste, trash, or unsanitary or flammable matter, and shall prevent the posting of advertising bills or signs upon said Premises, except the usual business sign of Lessee.

(b) Lessee shall pay, satisfy, and discharge all claims, judgments or liens for material and/or labor, used or employed by Lessee or its agents in the construction, repair, maintenance, or removal of any such temporary buildings located upon the Premises. Lessee shall indemnify and save harmless Company, its officers, agents and employees, from all such claims, judgments, liens, or demands whatsoever.

(c) Lessee shall not grade any portion of the Premises or dig any holes on the Premises without the prior written consent of Company's Division Superintendent or his authorized representative.

MOBILE HOMES

(a) Lessee may, at its own expense, install a mobile home on the Premises. Any mobile home installed on the Premises by Lessee shall be installed, maintained, and used in such manner as not to interfere with the business of Company, shall be kept in good repair and presentable condition, shall be located as approved in writing by Company, and shall not be relocated upon the Premises except with the written consent of Company. Lessee will be responsible for all utilities used by Lessee, for snow and ice removal and will keep said Premises in a clean and sanitary condition, free of waste, trash, or unsanitary or flammable matter.

(b) Lessee shall obtain all permits, certificates, licenses, and authorizations required by any governmental authority necessary for the placement of the mobile home on the Premises.

(c) Lessee shall pay, satisfy, and discharge all claims, judgments or liens for material and/or labor, used or employed by Lessee or its agents in the installation or maintenance of the mobile home upon the Premises, and Lessee shall indemnify and save harmless Company, its officers, agents and employees, from all such claims, judgments, liens, or demands whatsoever.

(d) Lessee shall not install any septic tank system or septic drainage field system upon the Premises without the prior written consent of Company.

PRIVATE PARKING

(a) The Premises may be used as a private parking area for the use and convenience of Lessee, its agents, employees, patrons and invitees only, and is not intended as a parking area for the use of the public in general, and to the end of preventing the use of the Premises for a public parking area, Lessee agrees that it will, at its own cost and expense, construct and maintain during the life of this Lease upon the Premises, at a location to be approved by Company, a signboard clearly indicating that the parking area is for the private purposes of Lessee.

(b) The protection afforded Company under the provisions of Article 11 shall extend to include patrons and invitees of Lessee and Lessee agrees to protect and hold Company harmless from loss, injury or damage as set out in said Article 11 accruing from acts, negligence or default of such patrons and invitees or the presence of their property upon the Premises of Company including damage to such property from railroad operations.

INGRESS/EGRESS

It will be necessary for Lessee to use in common with others certain other property of Company for ingress to and egress from the Premises, by such route or routes as may from time to time be prescribed by Company's duly authorized representative. In consideration of Company permitting such use of said property, Lessee covenants and agrees to indemnify and save harmless Company, its officers, agents, employees, lessors and subsidiaries from and against any and all loss, damage, claims or liability for personal injury occurring on said property or in connection with the use thereof, including death resulting from such personal injury, to Lessee or Lessee's agents, employees, invitees, or licensees, and for damage to said property or loss of or damage to property, to whomsoever belonging, on said property, caused by, arising out of or incident to the condition, existence, use or occupancy by Lessee or Lessee's agents, employees or licensees of Company's property for ingress to or egress from the Premises. Company shall have no duty or obligation to maintain any means of ingress/egress for the Lessee's benefit.

CPI RENTAL ESCALATION

The rent shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "Index") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. The "Adjustment Date" shall mean the first anniversary of the effective date and each anniversary thereof during the term of this Lease. The Index published nearest to the effective date shall be the "Base Index". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "Adjustment Index". On each Adjustment Date, the rent shall be adjusted by multiplying the rent payable under this Lease at the effective date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the rent payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

SUPERSEDES PRIOR LEASE

This Lease shall supersede and take the place of that certain earlier Lease dated _____ between the parties hereto, which said Lease shall be considered to be terminated as of the effective date contained herein, except as to any liability accruing prior thereto.

ENGINEERING APPROVALS

Lessee shall submit detailed site development plans for approval by Company's Engineering Department before any changes to the premises can be made.

UNDERGROUND UTILITIES

Prior to digging, grading, or otherwise changing the contour of the Premises, Lessee shall first obtain Company's approval, and shall then notify any "One Call" agencies or underground utility locator services as may be required in the local community.

RESOLUTION 203-2011
AUTHORIZING EXECUTION OF A LEASE AGREEMENT WITH NORFOLK
SOUTHERN RAILWAY COMPANY CONCERNING REAL PROPERTY LOCATED ON
BLOCK 301, LOT 2

WHEREAS, Norfolk Southern Railway Company owns the property referred to as Block 301, Lot 2 on the Borough's tax map; and

WHEREAS, the Borough Council of the Borough of Washington believe that leasing a portion of this property for public use would best serve the residents of the community.

NOW, THEREFORE BE RESOLVED, that the Borough Council of the Borough of Washington hereby enter into a property lease Agreement with Norfolk Southern Railway Company in accordance with the terms and conditions set forth in the attached lease.

Ayes:

Nays:

Date:

Kristine Blanchard, RMC

LEASE

THIS LEASE, made and entered into this _____ day of _____, 20____ by and between NORFOLK SOUTHERN RAILWAY COMPANY (hereinafter styled "Company"), a Virginia corporation, and BOROUGH OF WASHINGTON (hereinafter styled "Lessee"), a New Jersey government entity, whose address is _____

WITNESSETH:

The parties hereto hereby agree as follows:

ARTICLE 1. Company, insofar as its right, title, and interest enable it so to do, and without warranty, and in consideration of the covenants of Lessee, hereby grants unto Lessee the right to occupy and use for the purpose or purposes hereinafter mentioned:

The property at Washington, Warren County, New Jersey, having an area of 0.49 of an acre, more or less, the location of which is substantially as shown on the print dated October 20, 2011, attached hereto and made a part hereof as "Exhibit A" (hereinafter "Premises").

Company reserves unto itself, and its permittees, the right to maintain, operate, renew and reconstruct upon, under, or over the Premises any existing or future pipe, electrical, telecommunications, signal lines, or any other facilities of like character. Lessee agrees that its occupation and use of the Premises is subject to any or all such rights and uses and to such rights as the owners or users thereof may have to use any road or highway, or portion thereof, which may be located upon or which may traverse the Premises.

ARTICLE 2. Lessee will use the Premises for the purpose of the removal of snow and maintaining roadway and for no other purpose without the written consent of Company. Lessee may not assign this Lease or sublease all or any part of the Premises without the prior written consent of Company, nor shall Lessee, except with such written consent, permit the Premises to be used for any purpose by any other party, firm or corporation.

ARTICLE 3. Lessee will pay unto Company as rent the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), payable semi-annually in advance, beginning as of the January 1, 2012, which is the effective date hereof. In the event Lessee fails to pay the rent or any other payment called for under this Lease on or before the due date, Lessee shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%). All payments of rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Company at P.O. Box 116944, Atlanta, Georgia 30368-6944, or such other address as Company may designate in any invoice delivered to Lessee.

ARTICLE 4. Lessee will assume and pay amounts sufficient to cover all property taxes on the Premises and all other taxes, license fees, or other charges assessed or levied because of Lessee's use of the Premises or the business conducted by Lessee upon the Premises.

ARTICLE 5. Lessee will not construct or install upon the Premises any buildings, structures, or improvements unless specifically permitted herein or by written consent of Company.

ARTICLE 6. Lessee shall obtain all permits, certificates, licenses, and authorizations required by any governmental authority for any improvements to or use of the Premises.

ARTICLE 7. Lessee shall pay, satisfy, and discharge all claims, judgments or liens for material and/or labor, used or employed by Lessee or its agents upon the Premises.

ARTICLE 8. Company shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Lessee shall place any and all utility and service related bills in its name and shall timely pay the same.

ARTICLE 9. In its use and occupancy of the Premises, Lessee will maintain the Premises in a neat and sanitary condition and will comply with the requirements of all federal, state, and local safety, health, environmental, and sanitation laws, governmental regulations, and ordinances, and Lessee hereby agrees to indemnify and save harmless Company, its officers, agents, and employees, and the Additional Indemnified Parties from and against all losses, fines, penalties, liabilities and costs arising or growing out of any failure to fully observe such laws, governmental regulations and ordinances.

ARTICLE 10. Lessee shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety. Lessee shall not install any underground tanks or associated underground piping for the storage of any product on the Premises without the express written consent of Company given prior to installation. Lessee shall not dispose of any wastes

of any kind, whether hazardous or not, on the Premises, and Lessee shall not conduct any activity on the Premises which may or does require a hazardous waste treatment, storage or disposal facility permit from any federal or state agency.

ARTICLE 11. If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Company and Lessee as of such date. All condemnation awards shall belong to Company.

ARTICLE 12. Lessee hereby agrees to indemnify and save harmless Company, its officers, agents, and employees, and the Additional Indemnified Parties from and against all losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses (including attorneys' fees) for personal injury to or death of any person or persons whomsoever, including, but not limited to, Lessee's agents, workmen, servants or employees, and damage to or destruction of any property whatsoever arising from or growing out of, directly or indirectly, the presence of Lessee, its agents, servants or employees upon or about the Premises or in connection with the lease rights herein granted, whether or not such losses, fines, penalties, liabilities, claims, demands, causes of action, costs or expenses shall have been contributed to by the negligence of any of the indemnitees.

ARTICLE 13. Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Company, Lessee shall assume sole responsibility for and shall indemnify, save harmless, and defend the Company, its officers, agents and employees and the Additional Indemnified Parties from and against all claims, actions, or legal proceedings arising in whole or in part, from the conduct of Lessee's operations, or the placement of Lessee's equipment or other property, within twenty-five feet (25') of Company's tracks, if any, located on or adjacent to the Premises.

ARTICLE 14. This Lease shall continue in effect from the date hereinabove set forth until terminated by either party upon thirty (30) days' prior written notice to the other party, except that if Lessee shall fail to pay the of rentals or any other amount due hereunder within ten (10) days after the due date thereof, or violate any other covenants herein, and not cure such violation within ten (10) days after written notice from Company, Company may, in addition to any remedy available at law or in equity, do any one or more of the following: (a) terminate this Lease by written notice to Lessee, or (b) perform any unperformed obligation of Lessee, in which event any sums expended by Company shall be repaid by Lessee, as additional rental, within ten (10) days of demand therefore by Company. No termination of this Lease will relieve either party hereto from any obligation incurred hereunder prior to such termination. If Lessee remains in possession of the Premises after termination of this Lease with Company's written consent, Lessee shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the rental rate shall become two times the then current rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Lessee waives any right that it may have to additional notice pursuant to applicable law. If Lessee remains in possession of the Premises after termination of this Lease without Company's written consent, Lessee shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Company any damages resulting from such holdover, Lessee shall pay rental at the rate of three times the then current rental. In such circumstance, acceptance of rental by Company shall not constitute consent or agreement by Company to Lessee's holding over and shall not waive Company's right to evict Lessee immediately.

ARTICLE 15. Upon any termination of this lease, Lessee will vacate the Premises immediately, remove all improvements owned by or placed thereon by Lessee, and leave the Premises, including the subsurface, in as good order and condition as said Premises were prior to the use and occupation thereof by Lessee and free from holes, obstructions, debris, wastes, or contamination of any kind. If Lessee fails to vacate the Premises prior to the date that Lessee is required to vacate such Premises, Company may, in addition to any other legal remedy it may have, re-enter and take possession of said Premises, oust Lessee and all persons holding under Lessee, and restore or arrange to restore the surface and subsurface of the Premises, at Lessee's expense.

ARTICLE 16. Lessee shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Company, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$1,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Lessee's contractual liability hereunder, (c) cover Lessee and Company for liability arising out of work performed by any third parties for Lessee in or about the Premises, (d) name the Company and its subsidiaries and affiliates as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Company. Any property insurance maintained by Lessee on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Company. Lessee shall deliver certificates of insurance evidencing the insurance required hereinabove to Company simultaneously with the execution of this Lease by Lessee, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Company. If Lessee fails to obtain the necessary coverages, Company may do so at Lessee's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Company's Risk Management Department, Three Commercial Place, Norfolk, Virginia 23510, simultaneously with the execution of this Lease by Lessee. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Lessee hereunder and shall not waive Company's right to seek a full recovery from Lessee.

ARTICLE 17. Lessee agrees to pay all costs and expenses, including, but not limited to, reasonable attorneys' and consultants' fees, incurred by Company in connection with enforcing the performance of any of the provisions of this Lease.

ARTICLE 18. If any provision of this Lease, or the application thereof to any person or circumstances, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforceable to the fullest extent permitted by law. The provisions of Articles 9, 12, 13, 14, 15 and 17 shall survive the expiration or earlier termination of this Lease.

ARTICLE 19. The parties hereto agree that the Additional Indemnified Parties referred to in Article 9, Article 12 and Article 13 hereof are all of the corporate subsidiaries and affiliates of Company and all of their respective officers, agents and employees.

ARTICLE 20. Lessee accepts the Premises "as is" without warranty of any kind, whether express or implied, including, without limitation, any warranty of quiet enjoyment, the implied warranties of merchantability, habitability, or fitness for a particular purpose or any other implied warranties. Company shall not be liable for, and Lessee hereby releases Company from all claims for economic losses and all other damage of any nature whatsoever accruing to Lessee, including, but not limited to the value of any property of Lessee upon the Premises, resulting from or arising by reason of any deficiency, insufficiency or failure of title of Company. This Lease contains the entire agreement of the parties hereto as to the Premises, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

ARTICLE 21. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, or when deposited with a nationally recognized courier for overnight delivery, and addressed to Company or Lessee, as the case may be, at the address set forth below.

<p>Company:</p> <p>Director Real Estate Norfolk Southern Corporation 1200 Peachtree Street, NW, 12th Floor Atlanta, Georgia 30309-3579</p>	<p>Lessee:</p> <p>Mayor Scott McDonald Borough of Washington 100 Belvidere Avenue Washington, NJ 07882</p>
---	--

ARTICLE 22. This Lease is subject to the terms and conditions set forth on Exhibit B (Special Conditions), attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate, each being an original, as of the date hereinafter first recited.

NORFOLK SOUTHERN RAILWAY COMPANY
By _____

[Title]

BOROUGH OF WASHINGTON
By _____

[Title]

**EXHIBIT A
BLOCK 301, LOT 2**

Page 1 of 2

Area is 0.24 ac

Broad St

**NORFOLK SOUTHERN RAILWAY COMPANY
Real Estate Department**

Branch: Washington Secondary

Location: Washington, Warren County, NJ

Licensee: Borough of Washington

Area: 0.24 acres

Maps: V1 NJ / 73

Milepost: WD 67.5

Activity No: 1161686

Exhibit A Page 1 of 2

Date: 10/20/11

Not To Scale

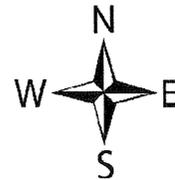


EXHIBIT B

FENCE/BARRICADE

Lessee may, at its own expense, erect and maintain a fence or barricade along the boundaries of the Premises. The fence or barricade shall be constructed in accordance with specifications approved by the Division Superintendent of Company, or his duly authorized representative, prior to the erection of the fence or barricade. Prior to any digging on the Premises, Lessee shall contact the Division Superintendent of Company in order to avoid damage to Company's underground communications and signal facilities.

FENCE/BARRICADE (RAILROAD PROTECTION)

Lessee shall, at its own expense, erect and maintain a fence or barricade along the boundaries of the Premises sufficient to prevent encroachment onto the adjacent railroad track(s). The fence or barricade shall be constructed in accordance with specifications approved by the Company. Prior to any digging on the Premises, Lessee shall contact the Division Superintendent of Company in order to avoid damage to Company's underground communications and signal facilities.

PAVING

Lessee may, at its own expense, pave the surface of the Premises or place gravel thereon in order to provide a suitable parking surface. No drainage conditions shall be created which shall cause damage to the Premises, other property of Company or any property of third parties which adjoins or abuts the Premises or other property of Company. Prior to the placement of any gravel or paving material upon the Premises, Lessee shall submit plans showing the location of the placement of such gravel or pavement to Company for approval. Lessee shall not grade or change the contour of any portion of the Premises without the prior written consent of Company's Division Superintendent or his authorized representative.

TEMPORARY BUILDINGS

(a) Lessee may construct or install a temporary building upon the Premises. Any temporary building constructed or installed by Lessee on the Premises shall be constructed or installed in a good workmanlike manner and shall be maintained and used in such manner so as not to interfere with the business of Company, shall be kept in good repair and presentable condition, shall be located as approved in writing by Company, and shall not be relocated upon the Premises except with the written consent of Company. Lessee will be responsible for all utilities used by Lessee, for snow and ice removal and will keep said Premises in a clean and sanitary condition, free of waste, trash, or unsanitary or flammable matter, and shall prevent the posting of advertising bills or signs upon said Premises, except the usual business sign of Lessee.

(b) Lessee shall pay, satisfy, and discharge all claims, judgments or liens for material and/or labor, used or employed by Lessee or its agents in the construction, repair, maintenance, or removal of any such temporary buildings located upon the Premises. Lessee shall indemnify and save harmless Company, its officers, agents and employees, from all such claims, judgments, liens, or demands whatsoever.

(c) Lessee shall not grade any portion of the Premises or dig any holes on the Premises without the prior written consent of Company's Division Superintendent or his authorized representative.

MOBILE HOMES

(a) Lessee may, at its own expense, install a mobile home on the Premises. Any mobile home installed on the Premises by Lessee shall be installed, maintained, and used in such manner as not to interfere with the business of Company, shall be kept in good repair and presentable condition, shall be located as approved in writing by Company, and shall not be relocated upon the Premises except with the written consent of Company. Lessee will be responsible for all utilities used by Lessee, for snow and ice removal and will keep said Premises in a clean and sanitary condition, free of waste, trash, or unsanitary or flammable matter.

(b) Lessee shall obtain all permits, certificates, licenses, and authorizations required by any governmental authority necessary for the placement of the mobile home on the Premises.

(c) Lessee shall pay, satisfy, and discharge all claims, judgments or liens for material and/or labor, used or employed by Lessee or its agents in the installation or maintenance of the mobile home upon the Premises, and Lessee shall indemnify and save harmless Company, its officers, agents and employees, from all such claims, judgments, liens, or demands whatsoever.

(d) Lessee shall not install any septic tank system or septic drainage field system upon the Premises without the prior written consent of Company.

PRIVATE PARKING

(a) The Premises may be used as a private parking area for the use and convenience of Lessee, its agents, employees, patrons and invitees only, and is not intended as a parking area for the use of the public in general, and to the end of preventing the use of the Premises for a public parking area. Lessee agrees that it will, at its own cost and expense, construct and maintain during the life of this Lease upon the Premises, at a location to be approved by Company, a signboard clearly indicating that the parking area is for the private purposes of Lessee.

(b) The protection afforded Company under the provisions of Article 11 shall extend to include patrons and invitees of Lessee and Lessee agrees to protect and hold Company harmless from loss, injury or damage as set out in said Article 11 accruing from acts, negligence or default of such patrons and invitees or the presence of their property upon the Premises of Company including damage to such property from railroad operations.

INGRESS/EGRESS

It will be necessary for Lessee to use in common with others certain other property of Company for ingress to and egress from the Premises, by such route or routes as may from time to time be prescribed by Company's duly authorized representative. In consideration of Company permitting such use of said property, Lessee covenants and agrees to indemnify and save harmless Company, its officers, agents, employees, lessors and subsidiaries from and against any and all loss, damage, claims or liability for personal injury occurring on said property or in connection with the use thereof, including death resulting from such personal injury, to Lessee or Lessee's agents, employees, invitees, or licensees, and for damage to said property or loss of or damage to property, to whomsoever belonging, on said property, caused by, arising out of or incident to the condition, existence, use or occupancy by Lessee or Lessee's agents, employees or licensees of Company's property for ingress to or egress from the Premises. Company shall have no duty or obligation to maintain any means of ingress/egress for the Lessee's benefit.

CPI RENTAL ESCALATION

The rent shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "Index") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. The "Adjustment Date" shall mean the first anniversary of the effective date and each anniversary thereof during the term of this Lease. The Index published nearest to the effective date shall be the "Base Index". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "Adjustment Index". On each Adjustment Date, the rent shall be adjusted by multiplying the rent payable under this Lease at the effective date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the rent payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

SUPERSEDES PRIOR LEASE

This Lease shall supersede and take the place of that certain earlier Lease dated _____ between the parties hereto, which said Lease shall be considered to be terminated as of the effective date contained herein, except as to any liability accruing prior thereto.

ENGINEERING APPROVALS

Lessee shall submit detailed site development plans for approval by Company's Engineering Department before any changes to the premises can be made.

UNDERGROUND UTILITIES

Prior to digging, grading, or otherwise changing the contour of the Premises, Lessee shall first obtain Company's approval, and shall then notify any "One Call" agencies or underground utility locator services as may be required in the local community.



RICHARD D. PHELAN

BOROUGH MANAGER

MEMORANDUM

TO: Mayor and Council

CC: Kristine Blanchard
Natasha Turchan
Richard Cushing

FROM: Richard Phelan 

DATE: November 29, 2011

SUBJECT: Proposed Lease Agreements – Norfolk Southern Railroad

Attached to this memorandum are the proposed lease Agreements from Norfolk Southern Railroad (NSRR) as it relates to the railroad properties off of North Jackson Ave. and in-between South Lincoln Ave. and Broad St. The agreement is quite specific as to the terms and conditions, to which the railroad has advised that these terms are final; save for one. Specifically, I am referring to Article 3 which indicates that there will be a \$750/year/property fee to lease the properties. I have reached out to NSRR today to see if they could lower the cost to a more reasonable amount, to which they are reviewing and will get back to me. I reminded them that NSRR offered the resident at 79 N. Jackson (Bill Dehaas) a similar lease for \$100/year (even though he refused), so I was a little confused why the amount was so high for the Borough. They advised that their rates for commercial rates are different that that of residential rates. To that end, they have agreed to lower the price to \$500/year/property, which equates to an additional \$1,000/year that needs to be paced in the municipal budget.

With the above in mind, I ask that Council please review the terms and conditions of the lease to see if you are in agreement. Additionally, I am copying the Borough Attorney on this as well so he can provide a comment as to the form of Agreement as well.

Once approved by Council, NSRR will amend the dollar amount currently listed on the Agreement as noted above, and we can have a resolution authorizing this agreement placed on an upcoming agenda. It should be noted that even though NSRR is providing that the Borough may “maintain” said properties, we would not be permitted to do so as it would be contrary to the Borough’s ordinance relating to maintenance of private roads. In this instance, we would only be providing snow/ice control services.

As always feel free to contact me should you have any questions.



Norfolk Southern Corporation
Real Estate and Contract Services
1200 Peachtree Street, NE, 12th Floor
Atlanta, Georgia 30309-3579

Suzanne L. Congdon
Property Agent
My Direct Line Is:
Phone: (404) 962-5808
Fax: (404) 653-3436
E-Mail: suzanne.congdon@nscorp.com

November 21, 2011
Activity 1161686

UPS GROUND

Mr. Richard Phelan
Borough of Washington
100 Belvidere Avenue
Washington, New Jersey 07882

RE: **Washington, Warren County, New Jersey** – Proposed Lease Agreement (“Lease”) between Norfolk Southern Railway Company (“Landlord”) and Borough of Washington (“Tenant”), concerning real property having an area of 0.49 acres, more or less, located at Milepost 67.20; \$750.00 annual rent;

Dear Mr. Phelan:

Enclosed are duplicate originals of the referenced Lease for your handling for execution and witnessing. Thereafter, return both originals to me for execution on behalf of Landlord, after which a fully-executed original will be returned to you for your file. DO NOT DATE the Lease, as we will do so at the time of Landlord’s execution. Below are the items required by Landlord in order to complete the file:

- Both originals of the Lease, signed and witnessed on behalf of Borough of Washington.
- A check in the amount of \$750.00, payable to Norfolk Southern Railway Company, for the first rental payment.
- Fax a copy of the Certificate of Insurance, as required by Paragraph 21 of the Lease, to my attention at 404-653-3436, and forward the original directly to: Risk Manager, Norfolk Southern Corporation, Three Commercial Place, Norfolk, VA 23510-2191. Instruct your insurance company to name Norfolk Southern Railway Company as an additional insured and certificate holder. For answers to questions concerning the insurance requirements, please contact Mr. Scott Dickerson at (757) 629-2364 or email NSRISK1@nscorp.com. (Sample Certificate of Insurance enclosed)

The Certificate of Insurance must be approved and the Lease fully-executed before occupation of the property can be permitted.

The terms and conditions of this Lease shall be valid for thirty (30) calendar days from the date of this letter. If you are unable to execute the Lease within the thirty (30) calendar day time frame, please advise this office in writing of your intent or risk cancellation of your file.

Your cooperation is appreciated. If you have any questions regarding this matter, please contact me referring to the activity number above.

Sincerely,



Suzanne L. Congdon

Enclosure
1161686/ Imanage #v1/IDL

LEASE

THIS LEASE, made and entered into this ____ day of _____, 20____ by and between NORFOLK SOUTHERN RAILWAY COMPANY (hereinafter styled "Company"), a Virginia corporation, and BOROUGH OF WASHINGTON (hereinafter styled "Lessee"), a New Jersey government entity, whose address is _____.

WITNESSETH:

The parties hereto hereby agree as follows:

ARTICLE 1. Company, insofar as its right, title, and interest enable it so to do, and without warranty, and in consideration of the covenants of Lessee, hereby grants unto Lessee the right to occupy and use for the purpose or purposes hereinafter mentioned:

The property at Washington, Warren County, New Jersey, having an area of 0.49 of an acre, more or less, the location of which is substantially as shown on the print dated October 20, 2011, attached hereto and made a part hereof as "Exhibit A" (hereinafter "Premises").

Company reserves unto itself, and its permittees, the right to maintain, operate, renew and reconstruct upon, under, or over the Premises any existing or future pipe, electrical, telecommunications, signal lines, or any other facilities of like character. Lessee agrees that its occupation and use of the Premises is subject to any or all such rights and uses and to such rights as the owners or users thereof may have to use any road or highway, or portion thereof, which may be located upon or which may traverse the Premises.

ARTICLE 2. Lessee will use the Premises for the purpose of the removal of snow and maintaining roadway and for no other purpose without the written consent of Company. Lessee may not assign this Lease or sublease all or any part of the Premises without the prior written consent of Company, nor shall Lessee, except with such written consent, permit the Premises to be used for any purpose by any other party, firm or corporation.

ARTICLE 3. Lessee will pay unto Company as rent the sum of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), payable semi-annually in advance, beginning as of the December 1, 2011, which is the effective date hereof. In the event Lessee fails to pay the rent or any other payment called for under this Lease on or before the due date, Lessee shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%). All payments of rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Company at P.O. Box 116944, Atlanta, Georgia 30368-6944, or such other address as Company may designate in any invoice delivered to Lessee.

ARTICLE 4. Lessee will assume and pay amounts sufficient to cover all property taxes on the Premises and all other taxes, license fees, or other charges assessed or levied because of Lessee's use of the Premises or the business conducted by Lessee upon the Premises.

ARTICLE 5. Lessee will not construct or install upon the Premises any buildings, structures, or improvements unless specifically permitted herein or by written consent of Company.

ARTICLE 6. Lessee shall obtain all permits, certificates, licenses, and authorizations required by any governmental authority for any improvements to or use of the Premises.

ARTICLE 7. Lessee shall pay, satisfy, and discharge all claims, judgments or liens for material and/or labor, used or employed by Lessee or its agents upon the Premises.

ARTICLE 8. Company shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Lessee shall place any and all utility and service related bills in its name and shall timely pay the same.

ARTICLE 9. In its use and occupancy of the Premises, Lessee will maintain the Premises in a neat and sanitary condition and will comply with the requirements of all federal, state, and local safety, health, environmental, and sanitation laws, governmental regulations, and ordinances, and Lessee hereby agrees to indemnify and save harmless Company, its officers, agents, and employees, and the Additional Indemnified Parties from and against all losses, fines, penalties, liabilities and costs arising or growing out of any failure to fully observe such laws, governmental regulations and ordinances.

ARTICLE 10. Lessee shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety. Lessee shall not install any underground tanks or associated underground piping for the storage of any product on the Premises without the express written consent of Company given prior to installation. Lessee shall not dispose of any wastes

of any kind, whether hazardous or not, on the Premises, and Lessee shall not conduct any activity on the Premises which may or does require a hazardous waste treatment, storage or disposal facility permit from any federal or state agency.

ARTICLE 11. If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Company and Lessee as of such date. All condemnation awards shall belong to Company.

ARTICLE 12. Lessee hereby agrees to indemnify and save harmless Company, its officers, agents, and employees, and the Additional Indemnified Parties from and against all losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses (including attorneys' fees) for personal injury to or death of any person or persons whomsoever, including, but not limited to, Lessee's agents, workmen, servants or employees, and damage to or destruction of any property whatsoever arising from or growing out of, directly or indirectly, the presence of Lessee, its agents, servants or employees upon or about the Premises or in connection with the lease rights herein granted, whether or not such losses, fines, penalties, liabilities, claims, demands, causes of action, costs or expenses shall have been contributed to by the negligence of any of the indemnitees.

ARTICLE 13. Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Company, Lessee shall assume sole responsibility for and shall indemnify, save harmless, and defend the Company, its officers, agents and employees and the Additional Indemnified Parties from and against all claims, actions, or legal proceedings arising in whole or in part, from the conduct of Lessee's operations, or the placement of Lessee's equipment or other property, within twenty-five feet (25') of Company's tracks, if any, located on or adjacent to the Premises.

ARTICLE 14. This Lease shall continue in effect from the date hereinabove set forth until terminated by either party upon thirty (30) days' prior written notice to the other party, except that if Lessee shall fail to pay the of rentals or any other amount due hereunder within ten (10) days after the due date thereof, or violate any other covenants herein, and not cure such violation within ten (10) days after written notice from Company, Company may, in addition to any remedy available at law or in equity, do any one or more of the following: (a) terminate this Lease by written notice to Lessee, or (b) perform any unperformed obligation of Lessee, in which event any sums expended by Company shall be repaid by Lessee, as additional rental, within ten (10) days of demand therefore by Company. No termination of this Lease will relieve either party hereto from any obligation incurred hereunder prior to such termination. If Lessee remains in possession of the Premises after termination of this Lease with Company's written consent, Lessee shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the rental rate shall become two times the then current rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Lessee waives any right that it may have to additional notice pursuant to applicable law. If Lessee remains in possession of the Premises after termination of this Lease without Company's written consent, Lessee shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Company any damages resulting from such holdover, Lessee shall pay rental at the rate of three times the then current rental. In such circumstance, acceptance of rental by Company shall not constitute consent or agreement by Company to Lessee's holding over and shall not waive Company's right to evict Lessee immediately.

ARTICLE 15. Upon any termination of this lease, Lessee will vacate the Premises immediately, remove all improvements owned by or placed thereon by Lessee, and leave the Premises, including the subsurface, in as good order and condition as said Premises were prior to the use and occupation thereof by Lessee and free from holes, obstructions, debris, wastes, or contamination of any kind. If Lessee fails to vacate the Premises prior to the date that Lessee is required to vacate such Premises, Company may, in addition to any other legal remedy it may have, re-enter and take possession of said Premises, oust Lessee and all persons holding under Lessee, and restore or arrange to restore the surface and subsurface of the Premises, at Lessee's expense.

ARTICLE 16. Lessee shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Company, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$1,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Lessee's contractual liability hereunder, (c) cover Lessee and Company for liability arising out of work performed by any third parties for Lessee in or about the Premises, (d) name the Company and its subsidiaries and affiliates as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Company. Any property insurance maintained by Lessee on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Company. Lessee shall deliver certificates of insurance evidencing the insurance required hereinabove to Company simultaneously with the execution of this Lease by Lessee, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Company. If Lessee fails to obtain the necessary coverages, Company may do so at Lessee's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Company's Risk Management Department, Three Commercial Place, Norfolk, Virginia 23510, simultaneously with the execution of this Lease by Lessee. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Lessee hereunder and shall not waive Company's right to seek a full recovery from Lessee.

ARTICLE 17. Lessee agrees to pay all costs and expenses, including, but not limited to, reasonable attorneys' and consultants' fees, incurred by Company in connection with enforcing the performance of any of the provisions of this Lease.

ARTICLE 18. If any provision of this Lease, or the application thereof to any person or circumstances, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforceable to the fullest extent permitted by law. The provisions of Articles 9, 12, 13, 14, 15 and 17 shall survive the expiration or earlier termination of this Lease.

ARTICLE 19. The parties hereto agree that the Additional Indemnified Parties referred to in Article 9, Article 12 and Article 13 hereof are all of the corporate subsidiaries and affiliates of Company and all of their respective officers, agents and employees.

ARTICLE 20. Lessee accepts the Premises "as is" without warranty of any kind, whether express or implied, including, without limitation, any warranty of quiet enjoyment, the implied warranties of merchantability, habitability, or fitness for a particular purpose or any other implied warranties. Company shall not be liable for, and Lessee hereby releases Company from all claims for economic losses and all other damage of any nature whatsoever accruing to Lessee, including, but not limited to the value of any property of Lessee upon the Premises, resulting from or arising by reason of any deficiency, insufficiency or failure of title of Company. This Lease contains the entire agreement of the parties hereto as to the Premises, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

ARTICLE 21. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, or when deposited with a nationally recognized courier for overnight delivery, and addressed to Company or Lessee, as the case may be, at the address set forth below.

<p>Company:</p> <p>Director Real Estate Norfolk Southern Corporation 1200 Peachtree Street, NW, 12th Floor Atlanta, Georgia 30309-3579</p>	<p>Lessee:</p> <p>Mr. Richard Phelan Borough of Washington 100 Belvidere Avenue Washington, NJ 07882</p>
---	--

ARTICLE 22. This Lease is subject to the terms and conditions set forth on Exhibit B (Special Conditions), attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate, each being an original, as of the date hereinafter first recited.

NORFOLK SOUTHERN RAILWAY COMPANY

BOROUGH OF WASHINGTON

By _____

By _____

[Title]

[Title]



Page 1 of 2

Area is 0.24 ac

Broad St

NORFOLK SOUTHERN RAILWAY COMPANY
Real Estate Department

Branch: Washington Secondary

Location: Washington, Warren County, NJ

Licensee: Borough of Washington

Area: 0.24 acres

Maps: V1 NJ / 73

Milepost: WD 67.5

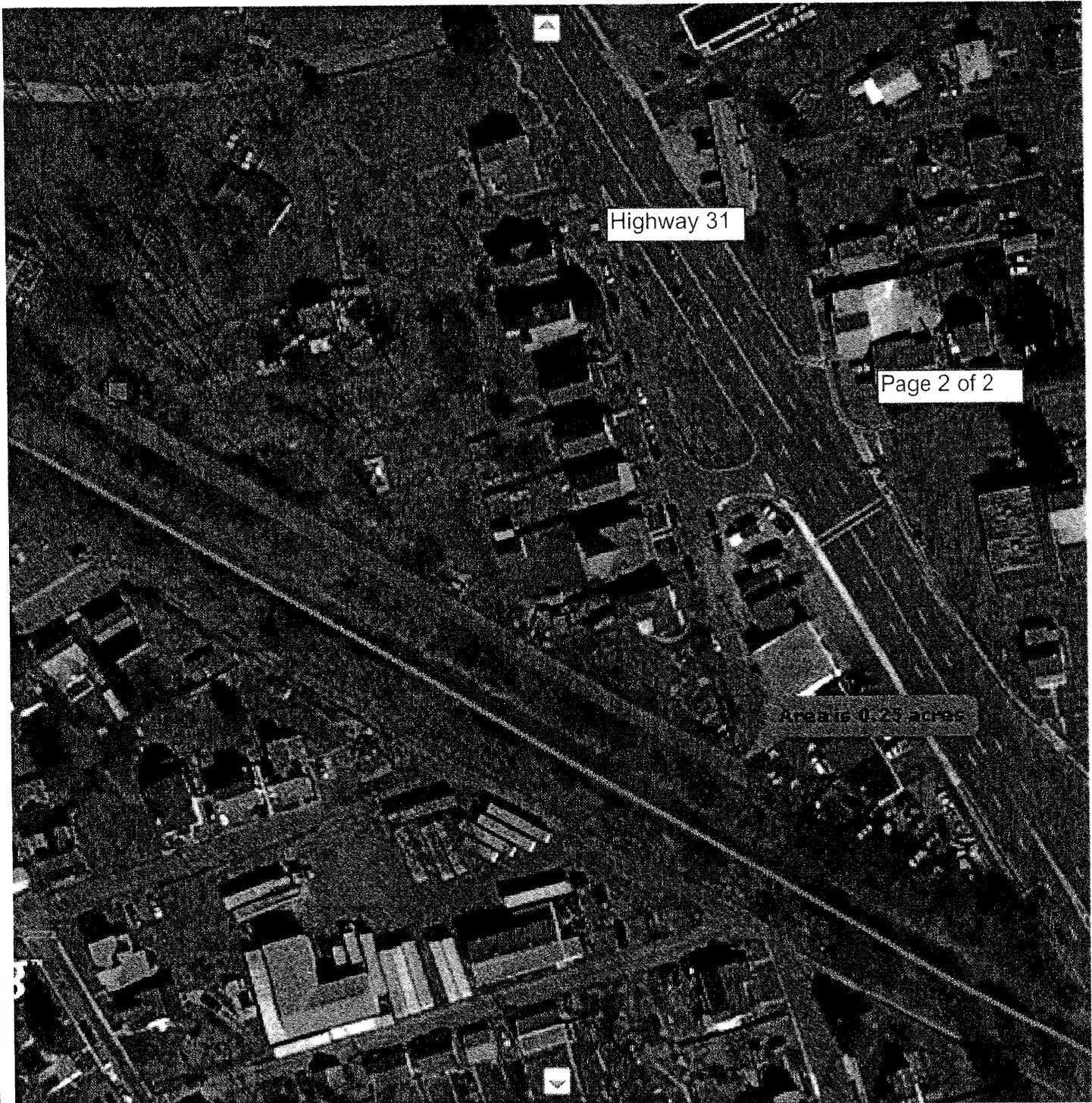
Activity No: 1161686

Exhibit A Page 1 of 2

Date: 10/20/11

Not To Scale





NORFOLK SOUTHERN RAILWAY COMPANY
Real Estate Department

Branch: Washington Secondary

Location: Washington, Warren County, NJ

Tenant: Borough of Washington

Area: 0.25 Acres

Maps: V7 NJ / 6

Activity No: 1161686

Date: 10/24/11

Milepost: 67.1 TG to 67.3 TG

Exhibit A Page 2 of 2

Not To Scale

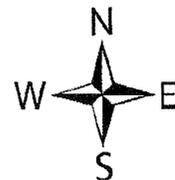


EXHIBIT B

FENCE/BARRICADE

Lessee may, at its own expense, erect and maintain a fence or barricade along the boundaries of the Premises. The fence or barricade shall be constructed in accordance with specifications approved by the Division Superintendent of Company, or his duly authorized representative, prior to the erection of the fence or barricade. Prior to any digging on the Premises, Lessee shall contact the Division Superintendent of Company in order to avoid damage to Company's underground communications and signal facilities.

FENCE/BARRICADE (RAILROAD PROTECTION)

Lessee shall, at its own expense, erect and maintain a fence or barricade along the boundaries of the Premises sufficient to prevent encroachment onto the adjacent railroad track(s). The fence or barricade shall be constructed in accordance with specifications approved by the Company. Prior to any digging on the Premises, Lessee shall contact the Division Superintendent of Company in order to avoid damage to Company's underground communications and signal facilities.

PAVING

Lessee may, at its own expense, pave the surface of the Premises or place gravel thereon in order to provide a suitable parking surface. No drainage conditions shall be created which shall cause damage to the Premises, other property of Company or any property of third parties which adjoins or abuts the Premises or other property of Company. Prior to the placement of any gravel or paving material upon the Premises, Lessee shall submit plans showing the location of the placement of such gravel or pavement to Company for approval. Lessee shall not grade or change the contour of any portion of the Premises without the prior written consent of Company's Division Superintendent or his authorized representative.

TEMPORARY BUILDINGS

(a) Lessee may construct or install a temporary building upon the Premises. Any temporary building constructed or installed by Lessee on the Premises shall be constructed or installed in a good workmanlike manner and shall be maintained and used in such manner so as not to interfere with the business of Company, shall be kept in good repair and presentable condition, shall be located as approved in writing by Company, and shall not be relocated upon the Premises except with the written consent of Company. Lessee will be responsible for all utilities used by Lessee, for snow and ice removal and will keep said Premises in a clean and sanitary condition, free of waste, trash, or unsanitary or flammable matter, and shall prevent the posting of advertising bills or signs upon said Premises, except the usual business sign of Lessee.

(b) Lessee shall pay, satisfy, and discharge all claims, judgments or liens for material and/or labor, used or employed by Lessee or its agents in the construction, repair, maintenance, or removal of any such temporary buildings located upon the Premises. Lessee shall indemnify and save harmless Company, its officers, agents and employees, from all such claims, judgments, liens, or demands whatsoever.

(c) Lessee shall not grade any portion of the Premises or dig any holes on the Premises without the prior written consent of Company's Division Superintendent or his authorized representative.

MOBILE HOMES

(a) Lessee may, at its own expense, install a mobile home on the Premises. Any mobile home installed on the Premises by Lessee shall be installed, maintained, and used in such manner as not to interfere with the business of Company, shall be kept in good repair and presentable condition, shall be located as approved in writing by Company, and shall not be relocated upon the Premises except with the written consent of Company. Lessee will be responsible for all utilities used by Lessee, for snow and ice removal and will keep said Premises in a clean and sanitary condition, free of waste, trash, or unsanitary or flammable matter.

(b) Lessee shall obtain all permits, certificates, licenses, and authorizations required by any governmental authority necessary for the placement of the mobile home on the Premises.

(c) Lessee shall pay, satisfy, and discharge all claims, judgments or liens for material and/or labor, used or employed by Lessee or its agents in the installation or maintenance of the mobile home upon the Premises, and Lessee shall indemnify and save harmless Company, its officers, agents and employees, from all such claims, judgments, liens, or demands whatsoever.

(d) Lessee shall not install any septic tank system or septic drainage field system upon the Premises without the prior written consent of Company.

PRIVATE PARKING

(a) The Premises may be used as a private parking area for the use and convenience of Lessee, its agents, employees, patrons and invitees only, and is not intended as a parking area for the use of the public in general, and to the end of preventing the use of the Premises for a public parking area, Lessee agrees that it will, at its own cost and expense, construct and maintain during the life of this Lease upon the Premises, at a location to be approved by Company, a signboard clearly indicating that the parking area is for the private purposes of Lessee.

(b) The protection afforded Company under the provisions of Article 11 shall extend to include patrons and invitees of Lessee and Lessee agrees to protect and hold Company harmless from loss, injury or damage as set out in said Article 11 accruing from acts, negligence or default of such patrons and invitees or the presence of their property upon the Premises of Company including damage to such property from railroad operations.

INGRESS/EGRESS

It will be necessary for Lessee to use in common with others certain other property of Company for ingress to and egress from the Premises, by such route or routes as may from time to time be prescribed by Company's duly authorized representative. In consideration of Company permitting such use of said property, Lessee covenants and agrees to indemnify and save harmless Company, its officers, agents, employees, lessors and subsidiaries from and against any and all loss, damage, claims or liability for personal injury occurring on said property or in connection with the use thereof, including death resulting from such personal injury, to Lessee or Lessee's agents, employees, invitees, or licensees, and for damage to said property or loss of or damage to property, to whomsoever belonging, on said property, caused by, arising out of or incident to the condition, existence, use or occupancy by Lessee or Lessee's agents, employees or licensees of Company's property for ingress to or egress from the Premises. Company shall have no duty or obligation to maintain any means of ingress/egress for the Lessee's benefit.

CPI RENTAL ESCALATION

The rent shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "Index") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. The "Adjustment Date" shall mean the first anniversary of the effective date and each anniversary thereof during the term of this Lease. The Index published nearest to the effective date shall be the "Base Index". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "Adjustment Index". On each Adjustment Date, the rent shall be adjusted by multiplying the rent payable under this Lease at the effective date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the rent payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

SUPERSEDES PRIOR LEASE

This Lease shall supersede and take the place of that certain earlier Lease dated _____ between the parties hereto, which said Lease shall be considered to be terminated as of the effective date contained herein, except as to any liability accruing prior thereto.

ENGINEERING APPROVALS

Lessee shall submit detailed site development plans for approval by Company's Engineering Department before any changes to the premises can be made.

UNDERGROUND UTILITIES

Prior to digging, grading, or otherwise changing the contour of the Premises, Lessee shall first obtain Company's approval, and shall then notify any "One Call" agencies or underground utility locator services as may be required in the local community.

LEASE

THIS LEASE, made and entered into this ____ day of _____, 20____ by and between NORFOLK SOUTHERN RAILWAY COMPANY (hereinafter styled "Company"), a Virginia corporation, and BOROUGH OF WASHINGTON (hereinafter styled "Lessee"), a New Jersey government entity, whose address is _____.

WITNESSETH:

The parties hereto hereby agree as follows:

ARTICLE 1. Company, insofar as its right, title, and interest enable it so to do, and without warranty, and in consideration of the covenants of Lessee, hereby grants unto Lessee the right to occupy and use for the purpose or purposes hereinafter mentioned:

The property at Washington, Warren County, New Jersey, having an area of 0.49 of an acre, more or less, the location of which is substantially as shown on the print dated October 20, 2011, attached hereto and made a part hereof as "Exhibit A" (hereinafter "Premises").

Company reserves unto itself, and its permittees, the right to maintain, operate, renew and reconstruct upon, under, or over the Premises any existing or future pipe, electrical, telecommunications, signal lines, or any other facilities of like character. Lessee agrees that its occupation and use of the Premises is subject to any or all such rights and uses and to such rights as the owners or users thereof may have to use any road or highway, or portion thereof, which may be located upon or which may traverse the Premises.

ARTICLE 2. Lessee will use the Premises for the purpose of the removal of snow and maintaining roadway and for no other purpose without the written consent of Company. Lessee may not assign this Lease or sublease all or any part of the Premises without the prior written consent of Company, nor shall Lessee, except with such written consent, permit the Premises to be used for any purpose by any other party, firm or corporation.

ARTICLE 3. Lessee will pay unto Company as rent the sum of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), payable semi-annually in advance, beginning as of the December 1, 2011, which is the effective date hereof. In the event Lessee fails to pay the rent or any other payment called for under this Lease on or before the due date, Lessee shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%). All payments of rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Company at P.O. Box 116944, Atlanta, Georgia 30368-6944, or such other address as Company may designate in any invoice delivered to Lessee.

ARTICLE 4. Lessee will assume and pay amounts sufficient to cover all property taxes on the Premises and all other taxes, license fees, or other charges assessed or levied because of Lessee's use of the Premises or the business conducted by Lessee upon the Premises.

ARTICLE 5. Lessee will not construct or install upon the Premises any buildings, structures, or improvements unless specifically permitted herein or by written consent of Company.

ARTICLE 6. Lessee shall obtain all permits, certificates, licenses, and authorizations required by any governmental authority for any improvements to or use of the Premises.

ARTICLE 7. Lessee shall pay, satisfy, and discharge all claims, judgments or liens for material and/or labor, used or employed by Lessee or its agents upon the Premises.

ARTICLE 8. Company shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Lessee shall place any and all utility and service related bills in its name and shall timely pay the same.

ARTICLE 9. In its use and occupancy of the Premises, Lessee will maintain the Premises in a neat and sanitary condition and will comply with the requirements of all federal, state, and local safety, health, environmental, and sanitation laws, governmental regulations, and ordinances, and Lessee hereby agrees to indemnify and save harmless Company, its officers, agents, and employees, and the Additional Indemnified Parties from and against all losses, fines, penalties, liabilities and costs arising or growing out of any failure to fully observe such laws, governmental regulations and ordinances.

ARTICLE 10. Lessee shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety. Lessee shall not install any underground tanks or associated underground piping for the storage of any product on the Premises without the express written consent of Company given prior to installation. Lessee shall not dispose of any wastes

of any kind, whether hazardous or not, on the Premises, and Lessee shall not conduct any activity on the Premises which may or does require a hazardous waste treatment, storage or disposal facility permit from any federal or state agency.

ARTICLE 11. If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Company and Lessee as of such date. All condemnation awards shall belong to Company.

ARTICLE 12. Lessee hereby agrees to indemnify and save harmless Company, its officers, agents, and employees, and the Additional Indemnified Parties from and against all losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses (including attorneys' fees) for personal injury to or death of any person or persons whomsoever, including, but not limited to, Lessee's agents, workmen, servants or employees, and damage to or destruction of any property whatsoever arising from or growing out of, directly or indirectly, the presence of Lessee, its agents, servants or employees upon or about the Premises or in connection with the lease rights herein granted, whether or not such losses, fines, penalties, liabilities, claims, demands, causes of action, costs or expenses shall have been contributed to by the negligence of any of the indemnitees.

ARTICLE 13. Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Company, Lessee shall assume sole responsibility for and shall indemnify, save harmless, and defend the Company, its officers, agents and employees and the Additional Indemnified Parties from and against all claims, actions, or legal proceedings arising in whole or in part, from the conduct of Lessee's operations, or the placement of Lessee's equipment or other property, within twenty-five feet (25') of Company's tracks, if any, located on or adjacent to the Premises.

ARTICLE 14. This Lease shall continue in effect from the date hereinabove set forth until terminated by either party upon thirty (30) days' prior written notice to the other party, except that if Lessee shall fail to pay the of rentals or any other amount due hereunder within ten (10) days after the due date thereof, or violate any other covenants herein, and not cure such violation within ten (10) days after written notice from Company, Company may, in addition to any remedy available at law or in equity, do any one or more of the following: (a) terminate this Lease by written notice to Lessee, or (b) perform any unperformed obligation of Lessee, in which event any sums expended by Company shall be repaid by Lessee, as additional rental, within ten (10) days of demand therefore by Company. No termination of this Lease will relieve either party hereto from any obligation incurred hereunder prior to such termination. If Lessee remains in possession of the Premises after termination of this Lease with Company's written consent, Lessee shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the rental rate shall become two times the then current rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Lessee waives any right that it may have to additional notice pursuant to applicable law. If Lessee remains in possession of the Premises after termination of this Lease without Company's written consent, Lessee shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Company any damages resulting from such holdover, Lessee shall pay rental at the rate of three times the then current rental. In such circumstance, acceptance of rental by Company shall not constitute consent or agreement by Company to Lessee's holding over and shall not waive Company's right to evict Lessee immediately.

ARTICLE 15. Upon any termination of this lease, Lessee will vacate the Premises immediately, remove all improvements owned by or placed thereon by Lessee, and leave the Premises, including the subsurface, in as good order and condition as said Premises were prior to the use and occupation thereof by Lessee and free from holes, obstructions, debris, wastes, or contamination of any kind. If Lessee fails to vacate the Premises prior to the date that Lessee is required to vacate such Premises, Company may, in addition to any other legal remedy it may have, re-enter and take possession of said Premises, oust Lessee and all persons holding under Lessee, and restore or arrange to restore the surface and subsurface of the Premises, at Lessee's expense.

ARTICLE 16. Lessee shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Company, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$1,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Lessee's contractual liability hereunder, (c) cover Lessee and Company for liability arising out of work performed by any third parties for Lessee in or about the Premises, (d) name the Company and its subsidiaries and affiliates as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Company. Any property insurance maintained by Lessee on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Company. Lessee shall deliver certificates of insurance evidencing the insurance required hereinabove to Company simultaneously with the execution of this Lease by Lessee, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Company. If Lessee fails to obtain the necessary coverages, Company may do so at Lessee's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Company's Risk Management Department, Three Commercial Place, Norfolk, Virginia 23510, simultaneously with the execution of this Lease by Lessee. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Lessee hereunder and shall not waive Company's right to seek a full recovery from Lessee.

ARTICLE 17. Lessee agrees to pay all costs and expenses, including, but not limited to, reasonable attorneys' and consultants' fees, incurred by Company in connection with enforcing the performance of any of the provisions of this Lease.

ARTICLE 18. If any provision of this Lease, or the application thereof to any person or circumstances, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforceable to the fullest extent permitted by law. The provisions of Articles 9, 12, 13, 14, 15 and 17 shall survive the expiration or earlier termination of this Lease.

ARTICLE 19. The parties hereto agree that the Additional Indemnified Parties referred to in Article 9, Article 12 and Article 13 hereof are all of the corporate subsidiaries and affiliates of Company and all of their respective officers, agents and employees.

ARTICLE 20. Lessee accepts the Premises "as is" without warranty of any kind, whether express or implied, including, without limitation, any warranty of quiet enjoyment, the implied warranties of merchantability, habitability, or fitness for a particular purpose or any other implied warranties. Company shall not be liable for, and Lessee hereby releases Company from all claims for economic losses and all other damage of any nature whatsoever accruing to Lessee, including, but not limited to the value of any property of Lessee upon the Premises, resulting from or arising by reason of any deficiency, insufficiency or failure of title of Company. This Lease contains the entire agreement of the parties hereto as to the Premises, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

ARTICLE 21. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, or when deposited with a nationally recognized courier for overnight delivery, and addressed to Company or Lessee, as the case may be, at the address set forth below.

<p>Company:</p> <p>Director Real Estate Norfolk Southern Corporation 1200 Peachtree Street, NW, 12th Floor Atlanta, Georgia 30309-3579</p>	<p>Lessee:</p> <p>Mr. Richard Phelan Borough of Washington 100 Belvidere Avenue Washington, NJ 07882</p>
---	--

ARTICLE 22. This Lease is subject to the terms and conditions set forth on Exhibit B (Special Conditions), attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate, each being an original, as of the date hereinafter first recited.

NORFOLK SOUTHERN RAILWAY COMPANY

By _____

[Title]

BOROUGH OF WASHINGTON

By _____

[Title]



Page 1 of 2

Area is 0.24 ac

Broad St

NORFOLK SOUTHERN RAILWAY COMPANY
Real Estate Department

Branch: Washington Secondary

Location: Washington, Warren County, NJ

Licensee: Borough of Washington

Area: 0.24 acres

Maps: V1 NJ / 73

Milepost: WD 67.5

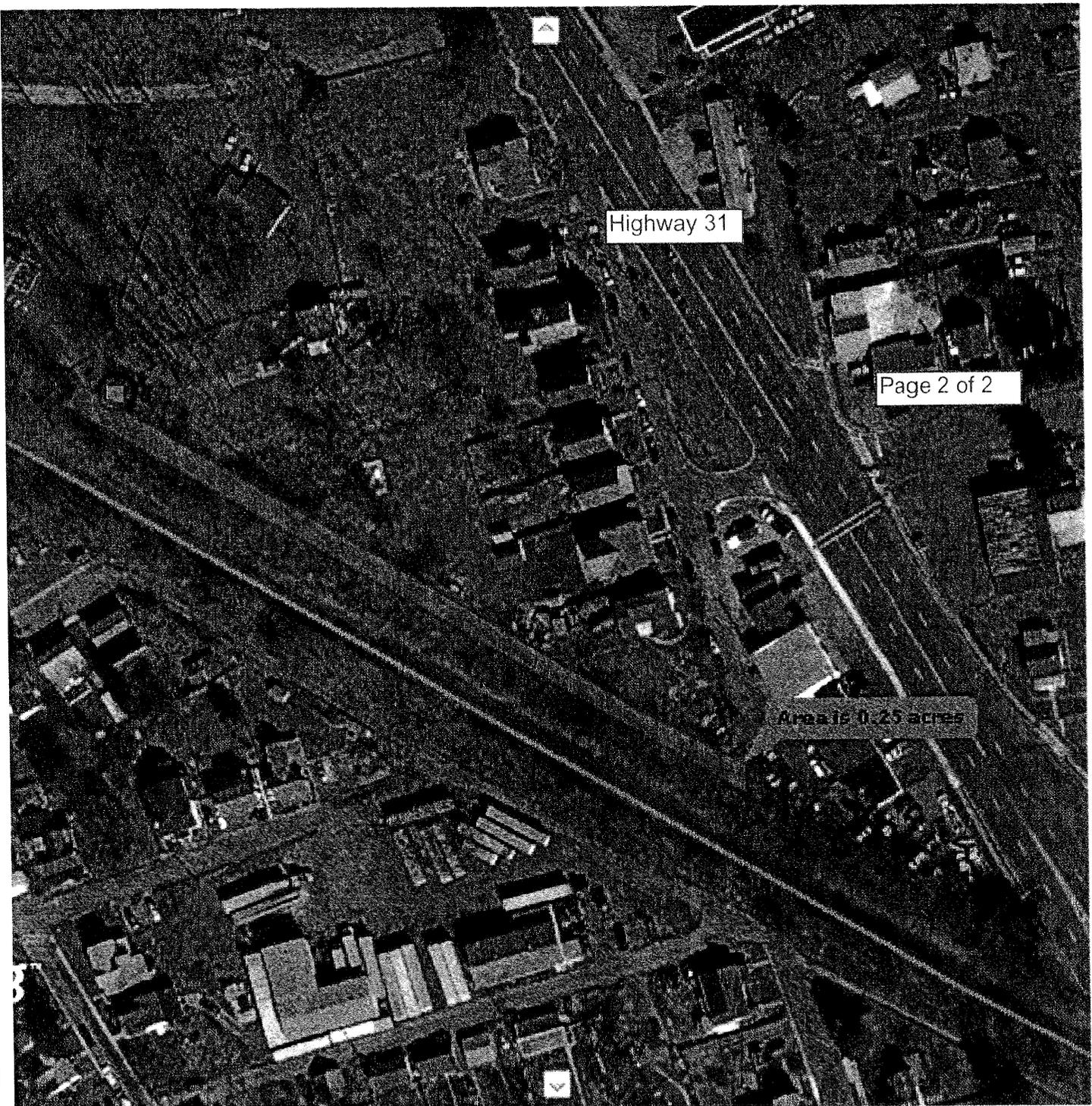
Activity No: 1161686

Exhibit A Page 1 of 2

Date: 10/20/11

Not To Scale





NORFOLK SOUTHERN RAILWAY COMPANY
Real Estate Department

Branch: Washington Secondary

Location: Washington, Warren County, NJ

Tenant: Borough of Washington

Area: 0.25 Acres

Maps: V7 NJ / 6

Milepost: 67.1 TG to 67.3 TG

Activity No: 1161686

Exhibit A Page 2 of 2

Date: 10/24/11

Not To Scale

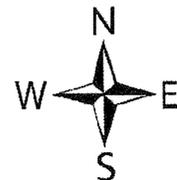


EXHIBIT B

FENCE/BARRICADE

Lessee may, at its own expense, erect and maintain a fence or barricade along the boundaries of the Premises. The fence or barricade shall be constructed in accordance with specifications approved by the Division Superintendent of Company, or his duly authorized representative, prior to the erection of the fence or barricade. Prior to any digging on the Premises, Lessee shall contact the Division Superintendent of Company in order to avoid damage to Company's underground communications and signal facilities.

FENCE/BARRICADE (RAILROAD PROTECTION)

Lessee shall, at its own expense, erect and maintain a fence or barricade along the boundaries of the Premises sufficient to prevent encroachment onto the adjacent railroad track(s). The fence or barricade shall be constructed in accordance with specifications approved by the Company. Prior to any digging on the Premises, Lessee shall contact the Division Superintendent of Company in order to avoid damage to Company's underground communications and signal facilities.

PAVING

Lessee may, at its own expense, pave the surface of the Premises or place gravel thereon in order to provide a suitable parking surface. No drainage conditions shall be created which shall cause damage to the Premises, other property of Company or any property of third parties which adjoins or abuts the Premises or other property of Company. Prior to the placement of any gravel or paving material upon the Premises, Lessee shall submit plans showing the location of the placement of such gravel or pavement to Company for approval. Lessee shall not grade or change the contour of any portion of the Premises without the prior written consent of Company's Division Superintendent or his authorized representative.

TEMPORARY BUILDINGS

(a) Lessee may construct or install a temporary building upon the Premises. Any temporary building constructed or installed by Lessee on the Premises shall be constructed or installed in a good workmanlike manner and shall be maintained and used in such manner so as not to interfere with the business of Company, shall be kept in good repair and presentable condition, shall be located as approved in writing by Company, and shall not be relocated upon the Premises except with the written consent of Company. Lessee will be responsible for all utilities used by Lessee, for snow and ice removal and will keep said Premises in a clean and sanitary condition, free of waste, trash, or unsanitary or flammable matter, and shall prevent the posting of advertising bills or signs upon said Premises, except the usual business sign of Lessee.

(b) Lessee shall pay, satisfy, and discharge all claims, judgments or liens for material and/or labor, used or employed by Lessee or its agents in the construction, repair, maintenance, or removal of any such temporary buildings located upon the Premises. Lessee shall indemnify and save harmless Company, its officers, agents and employees, from all such claims, judgments, liens, or demands whatsoever.

(c) Lessee shall not grade any portion of the Premises or dig any holes on the Premises without the prior written consent of Company's Division Superintendent or his authorized representative.

MOBILE HOMES

(a) Lessee may, at its own expense, install a mobile home on the Premises. Any mobile home installed on the Premises by Lessee shall be installed, maintained, and used in such manner as not to interfere with the business of Company, shall be kept in good repair and presentable condition, shall be located as approved in writing by Company, and shall not be relocated upon the Premises except with the written consent of Company. Lessee will be responsible for all utilities used by Lessee, for snow and ice removal and will keep said Premises in a clean and sanitary condition, free of waste, trash, or unsanitary or flammable matter.

(b) Lessee shall obtain all permits, certificates, licenses, and authorizations required by any governmental authority necessary for the placement of the mobile home on the Premises.

(c) Lessee shall pay, satisfy, and discharge all claims, judgments or liens for material and/or labor, used or employed by Lessee or its agents in the installation or maintenance of the mobile home upon the Premises, and Lessee shall indemnify and save harmless Company, its officers, agents and employees, from all such claims, judgments, liens, or demands whatsoever.

(d) Lessee shall not install any septic tank system or septic drainage field system upon the Premises without the prior written consent of Company.

PRIVATE PARKING

(a) The Premises may be used as a private parking area for the use and convenience of Lessee, its agents, employees, patrons and invitees only, and is not intended as a parking area for the use of the public in general, and to the end of preventing the use of the Premises for a public parking area, Lessee agrees that it will, at its own cost and expense, construct and maintain during the life of this Lease upon the Premises, at a location to be approved by Company, a signboard clearly indicating that the parking area is for the private purposes of Lessee.

(b) The protection afforded Company under the provisions of Article 11 shall extend to include patrons and invitees of Lessee and Lessee agrees to protect and hold Company harmless from loss, injury or damage as set out in said Article 11 accruing from acts, negligence or default of such patrons and invitees or the presence of their property upon the Premises of Company including damage to such property from railroad operations.

INGRESS/EGRESS

It will be necessary for Lessee to use in common with others certain other property of Company for ingress to and egress from the Premises, by such route or routes as may from time to time be prescribed by Company's duly authorized representative. In consideration of Company permitting such use of said property, Lessee covenants and agrees to indemnify and save harmless Company, its officers, agents, employees, lessors and subsidiaries from and against any and all loss, damage, claims or liability for personal injury occurring on said property or in connection with the use thereof, including death resulting from such personal injury, to Lessee or Lessee's agents, employees, invitees, or licensees, and for damage to said property or loss of or damage to property, to whomsoever belonging, on said property, caused by, arising out of or incident to the condition, existence, use or occupancy by Lessee or Lessee's agents, employees or licensees of Company's property for ingress to or egress from the Premises. Company shall have no duty or obligation to maintain any means of ingress/egress for the Lessee's benefit.

CPI RENTAL ESCALATION

The rent shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "Index") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. The "Adjustment Date" shall mean the first anniversary of the effective date and each anniversary thereof during the term of this Lease. The Index published nearest to the effective date shall be the "Base Index". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "Adjustment Index". On each Adjustment Date, the rent shall be adjusted by multiplying the rent payable under this Lease at the effective date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the rent payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

SUPERSEDES PRIOR LEASE

This Lease shall supersede and take the place of that certain earlier Lease dated _____ between the parties hereto, which said Lease shall be considered to be terminated as of the effective date contained herein, except as to any liability accruing prior thereto.

ENGINEERING APPROVALS

Lessee shall submit detailed site development plans for approval by Company's Engineering Department before any changes to the premises can be made.

UNDERGROUND UTILITIES

Prior to digging, grading, or otherwise changing the contour of the Premises, Lessee shall first obtain Company's approval, and shall then notify any "One Call" agencies or underground utility locator services as may be required in the local community.

RESOLUTION 204-2011

AUTHORIZING A CONTRACT EXTENSION WITH VEOLIA WATER NORTH AMERICA FOR THE OPERATIONS AND MAINTENANCE OF THE BOROUGH'S WASTE WATER TREATMENT PLANT

WHEREAS, on June 16, 1998, U.S. Filter Operating Services, now known as Veolia Water North America, was awarded a contract for the design, operations and maintenance of the Borough's Waste Water Treatment Plant; and

WHEREAS, according to Article XI, Section 11.1 of the Agreement, the initial contract term was for fifteen (15) years; and

WHEREAS, Article XI, Section 11.2 of the Agreement states in part that "The Borough shall have the option in its sole discretion to renew this Agreement for an additional term or terms aggregating five (5) years on the same conditions as are applicable during the initial term."; and

WHEREAS, Article VIII, Section 8.3 of the Agreement states in part, "The parties acknowledge that it may be necessary or desirable from time to time during the Term hereof to modify, alter or improve the Wastewater Treatment System" to which the Borough has undertaken the inception of this Agreement at our own expense; and

WHEREAS, in accordance with Article IX, "Service Fee", Section 9.2, "Post-Acceptance Service Fee", Sub-Section F, "Pass Through Costs", electricity usage payments for the Waste Water Treatment Plant have been paid by Veolia Water North America and reimbursed in full by the Borough on a monthly basis; and

WHEREAS, the Mayor and Council have decided that granting the contract extension and making certain contractual changes in accordance with the Articles stated above would be in the best interest of the Borough.

NOW, THEREFORE BE IT RESOLVED, that the Borough Council of the Borough of Washington, authorize all actions listed in the attached amendment.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Borough Manager, Chief Financial Officer, and Veolia Water North America.

CONTRACT AMENDMENT
BOROUGH OF WASHINGTON
WASTE WATER TREATMENT PLANT OPERATIONS AND MAINTENANCE

This Operations and Maintenance Agreement Amendment dated _____, 2011 is made by and among:

THE BOROUGH OF WASHINGTON, in the County of Warren, State of New Jersey, a municipal corporation of the State of New Jersey with Offices at 100 Belvedere Avenue, Washington, NJ 07882

And

VEOLIA WATER NORTH AMERICA OPERATING SERVICES, LLC, a Delaware limited liability company, with offices at 1115 West Chestnut Street, Suite 303, Brockton, MA, 02301.

WHEREAS, on June 16, 1998, U.S. Filter Operating Services, Inc., now known as Veolia Water North America Operating Services, LLC, was awarded a contract for the design, operations and maintenance of the Borough's Waste Water Treatment Plant, and said contract allowed for both contract and service extensions and amendments; and

WHEREAS, the Borough Council of the Borough of Washington has agreed to extend the contract for an additional five (5) year term in accordance with Article XI, Section 11.2 of the Agreement; and

WHEREAS, Veolia Water North America has agreed to take over operations and maintenance of certain waste water modifications previously made at the Borough's expense in accordance with Article VIII, Section 8.3 of the Agreement; and

WHEREAS, in accordance with Article IX, "Service Fee", Section 9.2, "Post-Acceptance Service Fee", Sub-Section F, "Pass Through Costs", electricity usage payments for the Waste Water Treatment Plant have been paid by Veolia Water North America and reimbursed in full by the Borough on a monthly basis; and

WHEREAS, since the Borough has always been responsible for the payment of all electrical usage bills for Waste Water Treatment Plant, it makes fiscal sense to remove the pass through payment option and have the Borough make all electrical utility payments directly to the electrical utility provider.

NOW, THEREFORE BE IT RESOLVED, in consideration of the above recitals and the mutual promises set forth below, the Parties agree as follows:

1. In accordance with Article XI, "Term", Section 11.2, "Option to Renew"

- a. The Borough hereby provides notice to Veolia Water North America of their desire to extend this contract for an additional five (5) year term commencing on June 17, 2013, and ending on June 17, 2018 in accordance with all of the terms and conditions stated in the current Agreement.
2. In accordance with Article VIII, "Waste Water Treatment System Modifications", Section 8.3, "Wastewater Treatment System Modifications Generally"
 - a. Veolia Water North America hereby agrees to assume all operations and maintenance for the following waste water equipment that was installed by the Borough or via Borough authorized third parties subsequent to the inception of this Agreement, with no increase to the contractual annual service fee other than what is currently allowed for
 - i. Carlton Homes/Meadows Sanitary Sewer Pump Station (Alvin Sloan Ave.)
 - ii. Residential Sanitary Sewer Pump Station (1 Pershing Ave.)
 - iii. Residential Sanitary Sewer Pump Station (4 Pershing Ave.)
 - iv. Residential Sanitary Sewer Pump Station (24 South Prospect St.)
 - v. Sanitary Sewer Inverted Siphon (South Prospect St.)
 - b. Unless explicitly stated elsewhere in the Agreement, Veolia Water North America agrees to assume all of the operations and maintenance responsibilities, as well as all associated costs with said operations and maintenance of the above listed water equipment. This includes, but is not limited to all utility, repair and maintenance costs.
 - i. The Borough will continue to pay for all electrical utility costs in accordance with Article IX, Section 9.8, Subsection F, "Pass Through Costs".
 - c. All items listed in Item 2 above will go into effect on January 1, 2012 and remain in full effect throughout the duration of the current term, as well as the five (5) year extension listed in Item 1 above.
 3. In accordance with Article IX, "Service Fee", Section 9.2, "Post-Acceptance Service Fee", Sub-Section F, "Pass Through Costs"
 - a. The Borough agrees to remove the electricity "Pass through Payment" requirement that was previously in effect commencing the first billing cycle after January 1, 2012.
 - b. As a result, in-lieu of Veolia Water North America paying the electrical usage bills for the Waste Water Treatment Plant and then seeking full reimbursement from the Borough, the Borough will make all payments directly to the electrical utility provider as is the case with all other electrical usage bills generated by the Waste Water Treatment System.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date and day first above written.

ATTEST:

**VEOLIA WATER NORTH AMERICA
OPERATING SERVICES, LLC**

By: _____
Name & Title

By: _____
Nelson Keavin, Vice President
Eastern Region

ATTEST:

THE BOROUGH OF WASHINGTON

By: _____
Kristine Blanchard, Borough Clerk

By: _____
Scott McDonald, Mayor

RESOLUTION 205-2011

**AUTHORIZING SYSTEM MODIFICATION TO THE BOROUGH'S WASTEWATER
TREATMENT PLANT BY VEOLIA WATER NORTH AMERICA**

WHEREAS, on June 16, 1998, U.S. Filter Operating Services, now known as Veolia Water North America, was awarded a contract for the design, operations and maintenance of the Borough's Waste Water Treatment Plant; and

WHEREAS, according to Article VIII, Section 8.5(D) of the Agreement, the Borough may authorize modifications to the Waste Water Treatment System and "May require Veolia Water North America to finance such costs, provided that Veolia Water North America shall be entitled to a substantiated adjustment to the Service Fee to account for such financing." And that "The parties shall negotiate in good faith to determine the structure and terms of any such financing."; and

WHEREAS, such negotiations have occurred to the satisfaction of both parties in order to make certain modifications to the Borough's Waste Water Treatment System; and

WHEREAS, the Mayor and Council have decided that authorizing such modifications would be in the best interest of the Borough.

NOW, THEREFORE BE IT RESOLVED, that the Borough Council of the Borough of Washington, authorize certain modifications to the Waste Water Treatment System in accordance with the attached Amendment.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Borough Manager, Chief Financial Officer, and Veolia Water North America.

CONTRACT AMENDMENT
BOROUGH OF WASHINGTON
WASTE WATER TREATMENT SYSTEM
MODIFICATIONS

Amendment to the Operations and Maintenance Agreement is made this _____ day of November 2011, by and among:

THE BOROUGH OF WASHINGTON, in the County of Warren, State of New Jersey, a municipal corporation of the State of New Jersey with Offices at 100 Belvedere Avenue, Washington, NJ 07882

and

VEOLIA WATER NORTH AMERICA OPERATING SERVICES, LLC, a Delaware limited liability company, with offices at 1115 West Chestnut Street, Suite 303, Brockton, MA, 02301.

WHEREAS, on June 16, 1998, U.S. Filter Operating Services, Inc., now known as Veolia Water North America Operating Services, LLC, was awarded a contract for the design, operations and maintenance of the Borough's Waste Water Treatment Plant, and said contract allowed for both contract and service extensions and amendments (the "Agreement"); and

WHEREAS, according to Article VIII, Section 8.5(D) of the Agreement, the Borough may authorize modifications to the Waste Water Treatment System and "may require Veolia Water North America to finance such costs, provided that Veolia Water North America shall be entitled to a substantiated adjustment to the Service Fee to account for such financing." and that "the parties shall negotiate in good faith to determine the structure and terms of any such financing."

NOW, THEREFORE BE IT RESOLVED, in consideration of the above recitals and the mutual promises set forth below, the Parties agree as follows:

1. In accordance with Article VIII, "Waste Water Treatment System Modifications", Section 8.5, "Procedures for Implementing Waste Water Treatment System Modifications For Which the Borough May Be Financially Responsible", Sub-Section D, "Financing Waste Water Treatment System Modification Costs":
 - A. The Borough hereby authorizes Veolia Water North America to begin preparation and to take all actions on/about January 1, 2012 to upgrade the **Head Works Structure** located at the Waste Water Treatment Plant in accordance with the following conditions:
 - i. The cost will not exceed \$150,000, consisting approximately of:
 1. \$85,000 for estimated material costs

2. \$65,000 for estimated administrative oversight, labor, and profit.
- ii. Veolia Water North America will finance the entire cost of the project, and the Borough will repay Veolia Water North America in equal monthly payments beginning January 1, 2012, based on an amortization schedule to be agreed to by the parties. The parties agree that the initial amortization schedule will be based on \$150,000 in costs and provide for 72 monthly payments equal to \$2,083.33 starting January 1, 2012. When the project is complete and the total costs for the project are known, the parties will modify the amortization schedule based on the actual cost numbers with future payments being reduced as necessary to allow for the balance then due for the project to be spread equally over the remaining term of the amortization schedule. These payments shall be in addition to all other amounts owed to Veolia Water North America under the Agreement. In the event that the Agreement is terminated for any reason prior to the end of the Agreement on June 17, 2018, the Borough shall immediately pay Veolia Water North America the remaining balance that remains due and payable to Veolia Water North America under the amortization table.
- iii. All plans/designs for the project must be submitted to, and approved in advance, by the Borough's Waste Water Engineer prior to commencement of work. This shall include, but not be limited to providing a construction schedule, payment schedule, and manufacturer specifications on material.
- iv. In the event the cost of the project is less than the maximum authorized amount listed above, the Borough will only be responsible for the actual costs, and will not be required to pay Veolia Water North America the maximum amount.
- v. Veolia Water North America shall be responsible for obtaining all required local and State permits and/or approvals before construction commences.
- vi. Under no circumstances shall Veolia Water North America "mark-up" the cost of any material needed for the completion of this project, and proof of such must be provided to the Borough of Washington when payment requests are made.
- vii. In accordance with the Article referenced in Item 1 of this Agreement Amendment, the Borough of Washington reserves the right to renegotiate the terms of this system modification with Veolia Water North America should the need arise.
- viii. All other terms and conditions of the original Agreement with Veolia Water North America remain in full affect during this project.

2. In accordance with Article VIII, “Waste Water Treatment System Modifications”, Section 8.5, “Procedures for Implementing Waste Water Treatment System Modifications For Which the Borough May Be Financially Responsible”, Sub-Section D, “Financing Waste Water Treatment System Modification Costs”, the following are items that have been negotiated with Veolia Water North America to which the Borough has chosen to defer proceeding with at this time.

A. Underground Asset Management

- i. This project would include, but not be limited to the following:
 1. Digitization of archived Collection system data.
 2. Assembly of written records into digital formats.
 3. Underground asset review and repair/maintenance ranking in order of priority.
 4. Geographic Information System (GIS) location of all manholes within the Borough.
 5. Manhole inspections and digitization of findings.
 6. Organization of all data collected into database.
- ii. The above project would be completed at a cost not to exceed \$45,660, once approved by the Borough Council, to which Veolia Water North America will finance the entire cost of the project. The Borough will make payments to Veolia Water North America amortized equally from the “Notice to Proceed” through the end of the contract term. When the Borough issues the notice to proceed on this project, the parties will agree to an amortization schedule of payments based on the not to exceed price and the remaining term of the Agreement, and the Borough shall immediately begin making monthly payments to Veolia Water North America until the entire cost of the above project is paid in full. When the project is complete and the total costs for the project are known, the parties will modify the amortization schedule based on the actual cost numbers with future payments being reduced as necessary to allow for the balance then due for the project to be spread equally over the remaining term of the amortization schedule. These payments shall be in addition to all other amounts owed to Veolia Water North America under the Agreement. In the event that the Agreement is terminated for any reason prior to the end of the Agreement on June 17, 2018, the Borough shall immediately pay Veolia Water North America the remaining balance that remains due and payable to Veolia Water North America under the amortization table.
- iii. The Borough has until January 1, 2013 to advise Veolia Water North America that they wish to move forward with this project. If approved by the Borough Council, the project cost listed in Item 2A(ii) above will remain unchanged. Should the project proceed, the following shall

apply:

1. All plans/ designs for the project must be submitted to, and approved in advance, by the Borough's Waste Water Engineer prior to commencement of work. This shall include, but not be limited to providing a construction schedule, and manufacturer specifications on material.
 2. In the event the cost of the project is less than the maximum authorized amount listed above, the Borough will only be responsible for the actual costs, and will not be required to pay Veolia Water North America the maximum amount.
 3. Veolia Water North America shall be responsible for obtaining all required local and State permits and/or approvals before constructions commences.
 4. Under no circumstances shall Veolia Water North America "mark- up" the cost of any material needed for the completion of this project, and proof of such must be provided to the Borough of Washington when payment requests are made.
 5. In accordance with the Article referenced in Item 2 of this Agreement Amendment, the Borough of Washington reserves the right to renegotiate the terms of this system modification with Veolia Water North America should the need arise.
 6. All other terms and conditions of the original Agreement with Veolia Water North America remain in full affect during this project.
- iv. Should the Borough decide to move forward with this project after the deadline listed in Item 2A(iii) above, Veolia Water North America is not bound by the project cost listed in Item 2A(ii), and may provide the Borough with alternate funding amounts or increased cost estimates as applicable.

B. Energy Conservation Projects (Various)

- i. These projects would include, but not be limited to the following:
 1. Orbal Dissolved Oxygen Automation
 - a. Two (2) 40 HP Variable Frequency Drive's
 - b. Two (2) 20 HP Variable Frequency Drive's
 - c. Two (2) Dissolved Oxygen Probes

- d. Automation Tie-In
 - e. Installation of all equipment
 - f. Control logic
 - 2. Post Air Blower Exchange or Control Installation
 - a. Installation of more efficient blowers.
 - b. Improvement to control options.
- ii. The above projects would be completed at a cost not to exceed \$120,000, consisting of:
 - 1. \$55,000 for estimated material costs.
 - 2. \$65,000 for estimated administrative oversight, labor, and profit.

Once approved by the Borough Council, Veolia Water North America will finance the entire cost of the project. The Borough will make payments to Veolia Water North America amortized equally from the "Notice to Proceed" date through the end of the contract term. When the Borough issues the notice to proceed on this project, the parties will agree to an amortization schedule of payments based on the not to exceed price and the remaining term of the Agreement, and the Borough shall immediately begin making monthly payments to Veolia Water North America until the entire cost of the above project is paid in full. When the project is complete and the total costs for the project are known, the parties will modify the amortization schedule based on the actual cost numbers with future payments being reduced as necessary to allow for the balance then due for the project to be spread equally over the remaining term of the amortization schedule. These payments shall be in addition to all other amounts owed to Veolia Water North America under the Agreement. In the event that the Agreement is terminated for any reason prior to the end of the Agreement on June 17, 2018, the Borough shall immediately pay Veolia Water North America the remaining balance that remains due and payable to Veolia Water North America under the amortization table.

- iii. The Borough has until January 1, 2013 to advise Veolia Water North America that they wish to move forward with this project. If approved by the Borough Council, the project cost listed in Item 2B(ii) above will remain unchanged. Should the project proceed, the following shall apply:
 - 1. All plans/ designs for the project must be submitted to, and approved in advance, by the Borough's Waste Water Engineer prior to commencement of work. This shall include, but not be limited to providing a construction schedule, payment schedule, and manufacturer specifications on material.

2. In the event the cost of the project is less than the maximum authorized amount listed above, the Borough will only be responsible for the actual costs, and will not be required to pay Veolia Water North America the maximum amount.
 3. Veolia Water North America shall be responsible for obtaining all required local and State permits and/or approvals before constructions commences.
 4. Under no circumstances shall Veolia Water North America “mark- up” the cost of any material needed for the completion of this project, and proof of such must be provided to the Borough of Washington when payment requests are made.
 5. In accordance with the Article referenced in Item 2 of this Agreement Amendment, the Borough of Washington reserves the right to renegotiate the terms of this system modification with Veolia Water North America should the need arise.
 6. All other terms and conditions of the original Agreement with Veolia Water North America remain in full affect during this project.
- iv. Should the Borough decide to move forward with this project after the deadline listed in Item 2B(iii) above, Veolia Water North America is not bound by the project cost listed in Item 2B(ii), and may provide the Borough with alternate funding amounts amounts or increased cost estimates as applicable.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date and day first above written.

ATTEST:

**VEOLIA WATER NORTH AMERICA
OPERATING SERVICES, LLC**

By: _____
Name & Title

By: _____
Nelson Keavin, Vice President
Eastern Region

ATTEST:

THE BOROUGH OF WASHINGTON

By: _____

By: _____

BILL LIST 12/20/11

P.O. Type: All
 Range: First
 Format: Detail with Line Item Notes
 Include Non-Budgeted: Y
 Open: N Rcvd: Y Paid: Y
 Held: N Aprv: Y Void: N
 Bid: Y State: Y Other: Y

to Last
 Received Date Range: 12/07/11 to 12/31/11

Vendor # Name
 PO # PO Date Description Contract PO Type
 Item Description Amount Charge Account Acct Type Description Stat/Chk Enc Date Date Invoice Invoice Excl

ADPPAY ADP, INC.
 11-01126 11/03/11 2011 PAYROLL PROCESSING B
 5 DEC. 2011 PAYROLL PROCESSING 235.00 1-01-20-130-000-029 B FINANCIAL ADMIN Other Contr SVCS A 11/03/11 12/14/11 405859107 N
 Tracking Id: 2570 Payroll (general) (Non-Exempt)
 CHARGES FOR 12/15/11 PAYROLL

Vendor Total: 235.00
 ADVANC ADVANCE AUTO PARTS INC.
 11-01111 10/26/11 AUTO PARTS & SUPPLIES B
 2 TRACTOR HEADLIGHT 23.98 1-01-26-290-000-034 B STREETS & ROADS vehicle Parts A 10/26/11 12/13/11 6276133459152 N
 Tracking Id: 310 Auto Parts & Accessories (Non-Exempt)
 3 HEADLIGHTS & MIRROR 41.27 1-01-26-290-000-034 B STREETS & ROADS vehicle Parts A 10/26/11 12/15/11 6276134123139 N
 Tracking Id: 310 Auto Parts & Accessories (Non-Exempt)

Vendor Total: 65.25
 Vendor Total: 65.25
 AIRGAS AIRGAS EAST., INC.
 11-01057 10/13/11 ACETYLENE, ARGON&OXYGEN TANKS B
 2 ACETYLENE, ARGON&OXYGEN TANKS 90.06 1-01-26-290-000-031 B S & R Chemical, Gases, Road Materials&Supl A 10/13/11 12/13/11 116111372 N
 Tracking Id: 1310 Equipment Rental - Mechanical (Non-Exempt)
 RENTAL NOVEMBER 2011

Vendor Total: 90.06
 Vendor Total: 90.06
 ALLSPO ALL SPORTS
 11-01054 10/13/11 BASKETBALLS FOR K-2 CLINIC
 1 BASKETBALLS FOR K-2 CLINIC 168.00 T-16-00-858-000-865 B YOUTH BASKETBALL Materials & Supplies A 10/13/11 12/13/11 2516 N
 Tracking Id: 3240 Sporting Goods Equipment (Exempt)
 RBB SIZE 5 RUBBER CHAMPION

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
Vendor Total: 599.95											
BTCO BAKER & TAYLOR COMPANY INC.	11-00418 04/11/11 Books	B	6.40	1-01-29-390-000-033	B MUNICIPAL LIBRARY BOOKS & PUBS	A	04/11/11	12/13/11			N
	16 32/RECORDS ON DISKS										
	Tracking Id: 510										
	17 1/BOOK WITH BARCODE		17.56	1-01-29-390-000-033	B MUNICIPAL LIBRARY BOOKS & PUBS	A	04/11/11	12/13/11		3017509605	N
	Tracking Id: 510										

23.96											
11-01047 10/13/11 Books		B	61.84	1-01-29-390-000-033	B MUNICIPAL LIBRARY BOOKS & PUBS	A	10/13/11	12/13/11		3017496665	N
3 4/BOOKS											
	Tracking Id: 510										
4 3/BOOKS			42.92	1-01-29-390-000-033	B MUNICIPAL LIBRARY BOOKS & PUBS	A	10/13/11	12/13/11		3017474784	N
	Tracking Id: 510										
5 14/BOOKS			270.67	1-01-29-390-000-033	B MUNICIPAL LIBRARY BOOKS & PUBS	A	10/13/11	12/13/11		3017451312	N
	Tracking Id: 510										
6 20/BOOKS			298.04	1-01-29-390-000-033	B MUNICIPAL LIBRARY BOOKS & PUBS	A	10/13/11	12/13/11		3017512271	N
	Tracking Id: 510										
7 2/BOOKS			34.96	1-01-29-390-000-033	B MUNICIPAL LIBRARY BOOKS & PUBS	A	10/13/11	12/13/11		3017480415	N
	Tracking Id: 510										

708.43											
Vendor Total: 732.39											
BLUEDI BLUE DIAMOND DISPOSAL, INC.	11-00208 02/09/11 2011 SOLID WASTE COLLECTION	C1-00003 C									
	12 NOV. 2011 SOLID WASTE COLL.		20,125.00	1-01-26-305-000-028	B SOLID WASTE COLLECTION Contractual Svcs	A	07/05/11	12/13/11		199499	N
	Tracking Id: 3651										
	waste Removal Services (Exempt)										
11-00741 07/07/11 2011 SOLID WASTE DISP. & VEG.		B									
	7 135.99/TNS NOV. SOLID WASTE		9,519.30	1-01-31-465-000-000	B SOLID WASTE DISPOSAL	A	07/07/11	12/13/11		199499	N
	Tracking Id: 3192										
	Solid Waste Tipping Fees (Non-Exempt)										
	DISPOSAL FOR 2011										
8 257/YDS NOV VEGETATIVE WASTE			7,710.00	1-01-31-465-000-000	B SOLID WASTE DISPOSAL	A	07/07/11	12/13/11		199499	N

Vendor # Name	PO # PO Date Description	Item Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First RCvd	Enc Date	Date	Invoice	1099 Excl

Tracking Id: 3192 Solid Waste Tipping Fees (Non-Exempt)												
DISPOSAL FOR 2011												

Vendor Total: 17,229.30												

Vendor Total: 37,354.30												

COMCAS	COMCAST OF NORTHWEST											
11-01080	10/19/11 12/7-1/6/12 INTERNET											
1	12/7-1/6/12 INTERNET			82.50	1-01-31-440-000-000	B TELEPHONE	A	10/19/11	12/13/11			N
Tracking Id: 3330 Telecommunications (General) (Non-Exempt)												

Vendor Total: 82.50												

CPRWAR	COMMUNITY PREVENTION RESOURCES											
11-01219	12/08/11 BABES & FOREST FRIENDS PRGMS											
1	2011 BABES PROGRAMS M-0339			1,600.00	G-02-11-703-000-299	B STATE MUNICIPAL ALLAINCE	A	12/08/11	12/13/11		396	N
Tracking Id: 2392 Municipal Alliance Program (Non-Exempt)												
2	2011 FOREST FRIENDS PROGRAMS			600.00	G-02-11-703-000-299	B STATE MUNICIPAL ALLAINCE	A	12/08/11	12/13/11		396	N
Tracking Id: 2392 Municipal Alliance Program (Non-Exempt)												
M-0339												

Vendor Total: 2,200.00												

11-01234	12/09/11 2011 FOREST FRIENDS & BABES											
1	2011 FOREST FRIENDS PRGM M0399			680.00	G-02-11-703-000-799	B LOCAL MUNICIPAL ALLIANCE	A	12/09/11	12/13/11		396	N
Tracking Id: 2392 Municipal Alliance Program (Non-Exempt)												
2	2011 BABES PRGM M0399			100.00	G-02-11-703-000-799	B LOCAL MUNICIPAL ALLIANCE	A	12/09/11	12/13/11		396	N
Tracking Id: 2392 Municipal Alliance Program (Non-Exempt)												

Vendor Total: 780.00												

Vendor Total: 2,980.00												

CRISTA	CRISTAL ASSOCIATES, LLC											
11-01139	11/09/11 JANITORIAL SUPPLIES											
2	BOOT CLEANER/BRUSH FLOOR MAT			96.50	1-01-26-310-000-035	B BUILDINGS & GROUNDS Janitorial Supplies	A	11/09/11	12/15/11		A2129	N
Tracking Id: 2100 Janitorial Supplies (General) (Exempt)												

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type Charge Account	Acct Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date	Invoice	1099 Excl
	3 6/PAIRS OF GLOVES		40.50	1-01-26-310-000-035	B BUILDINGS & GROUNDS Janitorial supplies	A	11/09/11 12/15/11	A2129		N
	Tracking Id: 2100	Janitorial Supplies (General) (Exempt)								
	4 2/FLOOR BROOMS 3" X 36"		65.00	1-01-26-310-000-035	B BUILDINGS & GROUNDS Janitorial supplies	A	11/09/11 12/15/11	A2129		N
	Tracking Id: 2100	Janitorial Supplies (General) (Exempt)								
	5 1/CS ROLL PAPER TOWELS		82.50	1-01-26-310-000-035	B BUILDINGS & GROUNDS Janitorial supplies	A	11/09/11 12/15/11	A2129		N
	Tracking Id: 2100	Janitorial Supplies (General) (Exempt)								
	6 HAND SANITIZER & TRASH BAGS		103.80	1-01-26-310-000-035	B BUILDINGS & GROUNDS Janitorial supplies	A	11/09/11 12/15/11	A2129		N
	Tracking Id: 2100	Janitorial Supplies (General) (Exempt)								
		-----	388.30							
	11-01166 11/17/11 Janitorial Supplies									
	1 Janitorial Supplies		126.10	1-01-29-390-000-035	B MUNICIPAL LIBRARY Janitorial Supplies	A	11/17/11 12/13/11	A2106		N
	Tracking Id: 2110	Janitorial Supplies (General) (Non-Exempt)								
	2 cs multifold towels									
	1 cs bathroom tissue									
	Vendor Total:		514.40							
	REPSHE DOROTHY E. REPSHER									
	11-01217 12/08/11 CANNON IMAGE SCANNER M-0344									
	1 CANNON IMAGE SCANNER M-0344		54.99	G-02-11-703-000-299	B STATE MUNICIPAL ALLAINCE	A	12/08/11 12/13/11			N
	Tracking Id: 2420	Office Supplies (General) (Exempt)								
	11-01233 12/09/11 SUMMER REC PRGM COUNSELOR									
	1 SUMMER REC. PRGM COUNSELOR		487.00	G-02-11-703-000-299	B STATE MUNICIPAL ALLAINCE	A	12/09/11 12/13/11			N
	Tracking Id: 2394	Municipal Alliance Program Counselor (Non-Exempt)								
	WARREN HILLS MIDDLE SCHOOL M0343									
	11-01255 12/14/11 TONER CARTRIDGES									
	1 TONER CARTRIDGES M-0345		132.16	G-02-11-703-000-299	B STATE MUNICIPAL ALLAINCE	A	12/14/11 12/14/11			N
	Tracking Id: 2420	Office Supplies (General) (Exempt)								
	11-01256 12/14/11 DRUG FREE BANNERS									
	1 DRUG FREE BANNERS M-0346		103.85	G-02-11-703-000-299	B STATE MUNICIPAL ALLAINCE	A	12/14/11 12/14/11			N
	Tracking Id: 2420	Office Supplies (General) (Exempt)								
	Vendor Total:		778.00							

Vendor # Name	PO # PO date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
FINELL FINELLI CONSULTING ENGINEERS	11-01268 12/14/11 eng fees Park Hill 10/16-11/19	1 PARK HILL APTS 10/16-11/19/11	172.50	T-13-00-675-000-000	Professional Services - Engineering (Exempt)	B PARK HILL APARTMENTS	A	12/14/11	12/14/11	12/14/11	20338	N
	Tracking Id: 2780											
11-01269 12/14/11 eng fee quick Chk 10/16-11/19	1 QUICK CHEK 10/16/11-11/19/11	1,063.75	T-13-00-681-000-000	Professional Services - Engineering (Exempt)	B QUICK CHEK CORPORATION	A	12/14/11	12/14/11	12/14/11	12/14/11	20339	N
	Tracking Id: 2780											
11-01270 12/14/11 eng-quick Ck vari 10/16-11/19	1 QUICK CHEK SIGN VARIANCE SERV. 10/16-11/19/11	57.50	T-13-00-681-000-000	Professional Services - Engineering (Exempt)	B QUICK CHEK CORPORATION	A	12/14/11	12/14/11	12/14/11	12/14/11	20344	N
	Tracking Id: 2780											
11-01273 12/14/11 eng fees wells Fargo variance	1 WELL FARGO STGN VARIANCE SERV. 10/16-11/19/11	57.50	T-13-00-697-000-000	Professional Services - Engineering (Exempt)	B PRIORITY SIGN INC.	A	12/14/11	12/14/11	12/14/11	12/14/11	20343	N
	Tracking Id: 2780											
11-01276 12/14/11 eng serv 10/16-11/19/11	1 ENGINEERING SERVICE 10/25/11	57.50	1-01-21-185-000-028	Professional Services - Engineering (Exempt)	B BOARD OF ADJ Contractua] Svcs	A	12/14/11	12/15/11	12/15/11	12/15/11	20345	N
	Tracking Id: 2780											
11-01278 12/14/11 eng serv 10/16-11-19/11	1 ENGINEERING 10/16-11/19/11	86.25	1-01-21-180-000-028	Professional Services - Engineering (Exempt)	B PLANNING BOARD Contractua] Svcs	A	12/14/11	12/14/11	12/14/11	12/14/11	20340	N
	Tracking Id: 2780											
11-01279 12/14/11 eng serv 7/17-8/27/11	1 ENGINEERING SERV. 7/17-8/27/11	1,092.50	1-01-21-180-000-028	Professional Services - Engineering (Exempt)	B PLANNING BOARD Contractua] Svcs	A	12/14/11	12/14/11	12/14/11	12/14/11	12530	N
	Tracking Id: 2780											
11-01280 12/14/11 eng serv 8/28-9/17/11	1 ENGINEERING SERV. 8/28-9/17/11	431.25	1-01-21-180-000-028	Professional Services - Engineering (Exempt)	B PLANNING BOARD Contractua] Svcs	A	12/14/11	12/14/11	12/14/11	12/14/11	20060	N
	Tracking Id: 2780											
vendor Total:											3,018.75	

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
LUKOIL FLEET SERVICES	11-01242 12/13/11 GASOLINE USAGE			B								
	2 428.144/GALS DIESEL/DPW	Fuel (Gasoline & Diesel) (Non-Exempt)	1,447.30	1-01-31-460-000-000	B GASOLINE & DIESEL	A	12/13/11	12/15/11		27996524		N
	Tracking Id: 1810											
	3 20.628/GALS GASOLINE/CODE ENF.	Fuel (Gasoline & Diesel) (Non-Exempt)	62.89	1-01-31-460-000-000	B GASOLINE & DIESEL	A	12/13/11	12/15/11		27996524		N
	Tracking Id: 1810											
	4 101.89/GALS GAS/DIESEL/FIRE	Fuel (Gasoline & Diesel) (Non-Exempt)	330.90	1-01-31-460-000-000	B GASOLINE & DIESEL	A	12/13/11	12/15/11		27996524		N
	Tracking Id: 1810											
	DEPT.											

	Vendor Total:		1,841.09									
FLEDEP FLEMINGTON DEPARTMENT STORE IN	11-01018 10/04/11 2011 DPW CLOTHING ALLOWANCE			B								
	7 DPW CLOTHING ALLOWANCE/K HOY	Clothing/Uniforms (General) (Non-Exempt)	91.97	1-01-26-290-000-043	B STREETS & ROADS Uniform Allowance	A	10/04/11	12/14/11		92549		N
	Tracking Id: 750											
	BOOTS											
	8 DPW CLOTHING ALLOWANCE/J. BURD	Clothing/Uniforms (General) (Non-Exempt)	129.95	1-01-26-290-000-043	B STREETS & ROADS Uniform Allowance	A	10/04/11	12/14/11		92549		N
	Tracking Id: 750											
	BOOTS											

	Vendor Total:		221.92									
GALE GALE	11-00550 05/17/11 Large Print Books			B								
	9 3/LARGE PRINT BOOKS - BONNIE,	Books and Other Publications (Non-Exempt)	94.88	1-01-55-271-000-000	B State Library Aid	A	05/17/11	12/13/11		17369856		N
	Tracking Id: 510											
	LOST DECEMBER AND THE NEXT ALWAYS											
	Vendor Total:		94.88									
GEBHAR GEBHARDT & KIEFER, P.C.	11-01244 12/13/11 OCT FIRST SURETY FINANCIAL											
	1 FIRST SURETY FINANCIAL LEGAL	LEGAL Legat Svcs	1,068.71	1-01-20-155-000-027	B LEGAL Legat Svcs	A	12/13/11	12/13/11		204702		N

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
		Vendor Total:	2,685.00									
IMAGEC	IMAGE COPY SYSTEMS, INC											
	11-00875 08/10/11 SEPT-DEC 7155 COPIER RENTAL			B								
	5 11/27-12/27 7155 COPIER RENTAL	375.00	1-01-20-100-000-026		B GENERAL ADMIN Maint Other Equip	A		08/10/11	12/13/11		191909209	N
	Tracking Id: 950	Copier Equipment (Non-Exempt)										
	Vendor Total:	375.00										
WOLFE	JOHN F. WOLFE											
	11-01213 12/08/11 Optical Reimbursement											
	1 Optical Reimbursement	755.16	1-01-23-220-000-000		B GROUP HEALTH INSURANCE	A		12/08/11	12/13/11			N
	Tracking Id: 1171	Employee Dental/Optical Reimbursable (Exempt)										
	Vendor Total:	755.16										
IRWIN	JOSEPH IRWIN											
	11-00886 08/11/11 REFUND OF SOCCER FEES											
	1 REFUND OF SOCCER FEES	35.00	T-16-00-858-000-856		B SOCCER LEAGUE Fees (Revenue)	A		08/11/11	12/14/11			N
	Tracking Id: 2911	Recreation Program Refunds (Exempt)										
	REFUND FOR JAKE - NOT ENOUGH PLAYERS											
	Vendor Total:	35.00										
HOYK	KENNETH HOY											
	11-01223 12/09/11 Dental Reimbursement-partial											
	1 Dental Reimbursement	900.00	1-01-23-220-000-000		B GROUP HEALTH INSURANCE	A		12/09/11	12/13/11			N
	Tracking Id: 1171	Employee Dental/Optical Reimbursable (Exempt)										
	Vendor Total:	900.00										
BLANPC	KRISTINE BLANCHARD											
	11-01260 12/14/11 PETTY CASH REIMB JULY - DEC											
	1 PETTY CASH REIMB JULY - DEC	25.00	T-16-00-858-000-803		B COMMISSION Materials & Supplies	A		12/14/11	12/14/11			N
	Tracking Id: 1174	Employee Reimbursement (Non-Exempt)										
	RECREATION POOL											
	2 PETTY CASH REIMB JULY - DEC	5.00	1-01-26-290-000-299		B STREETS & ROADS Miscellaneous	A		12/14/11	12/14/11			N
	Tracking Id: 1174	Employee Reimbursement (Non-Exempt)										

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	1099
	Item Description						Date	Date	Date	Excl
	TOLL REIMBURSEMENT PARTS FOR SWEEPER AND LOADER									
3	PETTY CASH REIMB JULY - DEC Tracking Id: 1174 Employee Reimbursement (Non-Exempt)	22.52 T-16-00-858-000-803		B	COMMISSION Materials & Supplies	A	12/14/11	12/14/11		N
4	PARKS AND GROUNDS SUPPLIES PETTY CASH REIMB JULY - DEC Tracking Id: 1174 Employee Reimbursement (Non-Exempt)	15.96 T-16-00-858-000-803		B	COMMISSION Materials & Supplies	A	12/14/11	12/14/11		N
5	POOL PETTY CASH REIMB JULY - DEC Tracking Id: 1174 Employee Reimbursement (Non-Exempt)	1.75 1-01-20-110-000-099		B	MAYOR & COUNCIL Other Expenses	A	12/14/11	12/14/11		N
6	TOLL REIMBURSEMENT NJLM R TORRES PETTY CASH REIMB JULY - DEC Tracking Id: 1174 Employee Reimbursement (Non-Exempt)	17.46 T-16-00-858-000-803		B	COMMISSION Materials & Supplies	A	12/14/11	12/14/11		N
7	HOCKEY SUPPLIES PETTY CASH REIMB JULY - DEC Tracking Id: 1174 Employee Reimbursement (Non-Exempt)	24.60 T-16-00-858-000-803		B	COMMISSION Materials & Supplies	A	12/14/11	12/14/11		N
8	PARKS AND PLAYGROUNDS PETTY CASH REIMB JULY - DEC Tracking Id: 1174 Employee Reimbursement (Non-Exempt)	2.13 1-01-25-265-000-030		B	FIRE & SAFETY CODE ENF Materials/Supplie	A	12/14/11	12/14/11		N
9	KEYS R MONUS PETTY CASH REIMB JULY - DEC Tracking Id: 1174 Employee Reimbursement (Non-Exempt)	19.23 1-01-20-100-000-030		B	GENERAL ADMIN Material/Supplies	A	12/14/11	12/15/11		N
10	BLINDS FOR OFFICE PETTY CASH REIM JULY DEC 2011 Tracking Id: 1174 Employee Reimbursement (Non-Exempt)	21.47 T-16-00-858-000-803		B	COMMISSION Materials & Supplies	A	12/14/11	12/14/11		N
11	POOL PETTY CASH REIM JULY DEC 2011 Tracking Id: 1174 Employee Reimbursement (Non-Exempt)	2.00 1-01-20-100-000-036		B	GENERAL ADMIN Office Supplies	A	12/14/11	12/14/11		N
12	SCISSORS FOR COPY ROOM PETTY CASH REIM JULY DEC 2011 Tracking Id: 1174 Employee Reimbursement (Non-Exempt)	19.04 T-16-00-858-000-803		B	COMMISSION Materials & Supplies	A	12/14/11	12/14/11		N
13	POOL PATIO SUPPLIES PETTY CASH REIM JULY DEC 2011 Tracking Id: 1174 Employee Reimbursement (Non-Exempt)	19.04 T-16-00-858-000-803		B	COMMISSION Materials & Supplies	A	12/14/11	12/14/11		N
14	POOL PATIO SUPPLIES #2 PETTY CASH REIM JULY DEC 2011 Tracking Id: 1174 Employee Reimbursement (Non-Exempt)	4.82 T-16-00-858-000-803		B	COMMISSION Materials & Supplies	A	12/14/11	12/14/11		N

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/chk	Enc Date	First Rcvd	Chk/Void	1099
	Item Description						Date	Date	Date	Excl
	15 PETTY CASH REIM JULY DEC 2011	T-16-00-858-000-803	24.35		B COMMISSION Materials & Supplies	A	12/14/11	12/14/11		N
	Tracking Id: 1174 Employee Reimbursement (Non-Exempt)									
	POOL MAINTENANCE AND SNACK STAND									
	16 PETTY CASH REIM JULY DEC 2011	1-01-20-100-000-030	23.47		B GENERAL ADMIN Material/Supplies	A	12/14/11	12/14/11		N
	Tracking Id: 1174 Employee Reimbursement (Non-Exempt)									
	BLINDS FOR RECEPTION									
			247.84							
	Vendor Total:		247.84							
	NJWATR NJ AMERICAN WATER CO.INC									
	11-01081 10/19/11 OCT-DEC 2011 HYDRANT CHARGES	B								
	3 NOV 2011 HYDRANT CHARGES	1-01-25-265-001-073	5,612.10		B FIRE HYDRANTS Fire Hydrant Chgs	A	10/19/11	12/13/11		N
	Tracking Id: 3615 Utilities - water (Exempt)									
	Vendor Total:		5,612.10							
	NJPAPR NJN PUBLISHING INC.									
	11-01277 12/14/11 reso advertising	B								
	2 4/26/11 ZONING APPEAL & AFFID.	15.00 1-01-21-185-000-021			B BOARD OF ADJ Lega] Advertising	A	12/14/11	12/15/11		N
	Tracking Id: 2231 Legal Advertising (Exempt)									
	3 7/26/11 VARIANCES & AFFIDAVIT	21.01 1-01-21-185-000-021			B BOARD OF ADJ Lega] Advertising	A	12/14/11	12/15/11		N
	Tracking Id: 2231 Legal Advertising (Exempt)									
	4 10/25/11 APPLICATIONS & AFFID.	21.01 1-01-21-185-000-021			B BOARD OF ADJ Lega] Advertising	A	12/14/11	12/15/11		N
	Tracking Id: 2231 Legal Advertising (Exempt)									
	Vendor Total:		57.02							
	Vendor Total:		57.02							
	OPDYKE OPDYKE'S SALES & SERVICE CORP.									
	11-01122 11/01/11 vehicle maint.									
	1 exhaust and brakes for 83-61	1,800.98 1-01-25-255-000-025			B FIRE DEPT vehicle Maint	A	11/01/11	12/15/11	C25039	N
	Tracking Id: 330 Auto Repair (Mechanical) (Non-Exempt)									
	Vendor Total:		1,800.98							

Vendor # Name	PO # PO Date Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/chk	Enc Date	First Rcvd	Chk/Void	1099
	Item Description						Date	Date	Date	Excl
	11-01265 12/14/11 eng fees P&P 10/2/11-11/5/11									
	1 P&P OF WASHINGTON ENGINEERING	220.00	T-13-00-687-000-000	B P & P OF WASHINGTON LLC	A	12/14/11	12/14/11	12/14/11	17472	N
	Tracking Id: 2780 Professional Services - Engineering (Exempt)									
	FEES 10/2/11-11/5/11									
	BL 56 LOT 1									
	11-01267 12/14/11 eng fees Ryan Homes 10/2-11/5/									
	1 RYAN HOMES ENGINEERING FEES	2,911.08	T-13-00-689-000-000	B RYAN HOMES	A	12/14/11	12/14/11	12/14/11	17485	N
	Tracking Id: 2780 Professional Services - Engineering (Exempt)									
	10/2/11-11/5/11									
	Vendor Total:	3,361.08								
	THYSSENK THYSSENKRUPP ELEVATOR CORP.									
	11-00631 06/10/11 ELEVATOR MAINTENANCE		B							
	7 DEC 2011 ELEVATOR MAINTENANCE	241.41	1-01-26-310-000-026	B BUILDINGS & GROUNDS Maint Other Equip	A	06/10/11	12/13/11	12/13/11	603642	N
	Tracking Id: 1170 Elevator Maintenance (Non-Exempt)									
	Vendor Total:	241.41								
	TOWNMANS TOWNSHIP OF MANSFIELD									
	11-01245 12/13/11 4TH QTR 2011 SHARED SERV. AGMT									
	1 4TH QTR 2011 SHARED SERV. AGMT	39,597.43	1-01-43-490-000-299	B MUNICIPAL COURT Miscellaneous	A	12/13/11	12/13/11	12/13/11		N
	Tracking Id: 3132 Shared Services Agreements (Exempt)									
	Vendor Total:	39,597.43								
	TRACTO TRACTOR SUPPLY COMPANY									
	11-00659 06/15/11 GENERAL SUPPLIES		B							
	5 UTILITY LIGHTS	27.98	1-01-26-290-000-030	B STREETS & ROADS Materials/Supplies	A	06/15/11	12/13/11	12/13/11		N
	Tracking Id: 1210 Equipment Maint & Repair (General) (Non-Exempt)									
	6 GREASE GUN & GREASE	49.89	1-01-26-290-000-030	B STREETS & ROADS Materials/Supplies	A	06/15/11	12/13/11	12/13/11	200107656	N
	Tracking Id: 1210 Equipment Maint & Repair (General) (Non-Exempt)									
	Vendor Total:	77.87								
	11-01228 12/09/11 GENERAL SUPPLIES		B							
	2 LIQUID TAPE, UTILITY LIGHTS &	95.44	1-01-26-290-000-030	B STREETS & ROADS Materials/Supplies	A	12/09/11	12/15/11	12/15/11		N

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	First Rcvd	Enc Date	Date	Invoice	1099 Excl
	Tracking Id: 1210 Equipment Maint & Repair (General) (Non-Exempt)											
	GREASE GUN											
	Vendor Total:		173.31									
USPOST	UNITED STATES POSTAL SERVICE											
	11-01243 12/13/11 POSTAGE-METER FOR SEWER BILLS											
	1	POSTAGE-METER FOR SEWER BILLS	1,500.00		1-01-20-100-000-022	B GENERAL ADMIN postage	A	12/13/11	12/13/11			N
	Tracking Id: 2711		Postage (Exempt)									
	Vendor Total:		1,500.00									
VITAL	VITAL COMPUTER RESOURCES INC.											
	11-00738 07/06/11 MOD IV Online Svs June-Dec B											
	6	NOV 2011 MOD IV SERV. & MAINT	400.00		1-01-20-150-000-028	B TAX ASSESSMENT Contractual Svcs	A	07/06/11	12/13/11		48275	N
	Tracking Id: 850		Computer Software Maintenance (Non-Exempt)									
	Vendor Total:		400.00									
	11-01232 12/09/11 MOD IV ONLINE DEC. 2011											
	1	MOD IV ONLINE DEC. 2011	400.00		1-01-20-150-000-028	B TAX ASSESSMENT Contractual Svcs	A	12/09/11	12/15/11		48530	N
	Vendor Total:		800.00									
WAHEAL	WARREN HEALTH CARE ALLIANCE											
	11-01187 11/23/11 FIRE DEPT PHYSICAL/C. DORM											
	1	FIRE DEPT PHYSICAL/C. DORM	50.00		1-01-22-195-001-020	B P.E.O.S.H.A	A	11/23/11	12/13/11			N
	Tracking Id: 2353		Medical Insurance (Exempt)									
	Vendor Total:		50.00									
WARRH	WARREN HILLS REGIONAL											
	11-01220 12/08/11 2011 C.A.R.E. HOMEWORK PRGM											
	1	2011 C.A.R.E. AFTER SCHOOL	1,500.00		G-02-11-703-000-299	B STATE MUNICIPAL ALLAINCE	A	12/08/11	12/13/11			N
	Tracking Id: 2392		Municipal Alliance Program (Non-Exempt)									
	Tracking Id: 2392		HOMEWORK PROGRAM M-0340									
	Vendor Total:		1,500.00									
WARHIL	WARREN HILLS REGIONAL SCHOOL											

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	1099
	Item Description						Date	Date	Date	Excl
	13 STR. & RDS.-F.T. 12/15 PAYR. Tracking Id: 2560	1-01-26-290-000-011 (General) (Exempt)	12,992.12	1-01-26-290-000-011	B STREETS & ROADS Full Time	P	4811 12/09/11	12/12/11	12/12/11	N
	14 STR. & RDS.-SEASONAL-12/15 PAY Tracking Id: 2560	1-01-26-290-000-013 (General) (Exempt)	1,509.00	1-01-26-290-000-013	B STREETS & ROADS Seasonal	P	4811 12/09/11	12/12/11	12/12/11	N
	15 BLDGS. & GRNDS.-P.T. 12/15 PAY Tracking Id: 2560	1-01-26-310-000-012 (General) (Exempt)	428.05	1-01-26-310-000-012	B BUILDINGS & GROUNDS Part Time	P	4811 12/09/11	12/12/11	12/12/11	N
	16 SHADE TREE-P.T. 12/15 PAYROLL Tracking Id: 2560	1-01-26-313-000-012 (General) (Exempt)	38.84	1-01-26-313-000-012	B SHADE TREE COMMISSION Part Time	P	4811 12/09/11	12/12/11	12/12/11	N
	17 ANIMAL CONTROL-P.T.-12/15 PAY Tracking Id: 2560	1-01-27-340-000-012 (General) (Exempt)	419.10	1-01-27-340-000-012	B ANIMAL CONTROL Part Time	P	4811 12/09/11	12/12/11	12/12/11	N
	18 LIBRARY-F.T. 12/15 PAYROLL Tracking Id: 2560	1-01-29-390-000-011 (General) (Exempt)	2,887.81	1-01-29-390-000-011	B MUNICIPAL LIBRARY Full Time	P	4811 12/09/11	12/12/11	12/12/11	N
	19 LIBRARY-P.T. 12/15 PAYROLL Tracking Id: 2560	1-01-29-390-000-012 (General) (Exempt)	145.00	1-01-29-390-000-012	B MUNICIPAL LIBRARY Part Time	P	4811 12/09/11	12/12/11	12/12/11	N
	20 RECR.-COMM.EXP.-P.T. 12/15 PAY Tracking Id: 2560	1-01-28-370-857-102 (General) (Exempt)	1,372.50	1-01-28-370-857-102	B RECREATION-COMMISSION EXP.-S&W-P.T.	P	4811 12/09/11	12/12/11	12/12/11	N
			40,418.93							
	Vendor Total:		40,418.93							
	WBPAYD WASHINGTON BOROUGH PAYROLL DED									
	11-01238 12/09/11 FICA/MED./DCRP-12/15/11 PAYR.									
	1 CURR.-FICA 12/15 PAYR.	1-01-36-472-000-000	2,318.49	1-01-36-472-000-000	B SOCIAL SECURITY	P	4812 12/09/11	12/12/11	12/12/11	N
	Tracking Id: 3193	Social Security/Medicare								
	2 CURR.-MEDICARE 12/15 PAYROLL	1-01-36-472-000-000	542.22	1-01-36-472-000-000	B SOCIAL SECURITY	P	4812 12/09/11	12/12/11	12/12/11	N
	Tracking Id: 3193	Social Security/Medicare								
	3 LIBRARY-FICA 12/15 PAYROLL	1-01-36-472-000-000	187.48	1-01-36-472-000-000	B SOCIAL SECURITY	P	4812 12/09/11	12/12/11	12/12/11	N
	Tracking Id: 3193	Social Security/Medicare								
	4 LIBRARY-MEDICARE 12/15 PAYR.	1-01-36-472-000-000	43.85	1-01-36-472-000-000	B SOCIAL SECURITY	P	4812 12/09/11	12/12/11	12/12/11	N
	Tracking Id: 3193	Social Security/Medicare								
	5 DCRP-EMPLOYER SHARE 12/15 PAYR	1-01-36-472-000-000	65.65	1-01-36-472-000-000	B SOCIAL SECURITY	P	4812 12/09/11	12/12/11	12/12/11	N
	Tracking Id: 2571	PERS/DCRP								
			3,157.69							
	Vendor Total:		3,157.69							

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
WAONE WASHINGTON ONE STOP INC.	11-00751 07/11/11 GENERAL SUPPLIES	11 4" PVC PLUG	2.65	1-01-26-290-000-030	B	B STREETS & ROADS Materials/Supplies	A	07/11/11	12/13/11		039286	N
	Tracking Id: 1250	Equipment Maint & Repair (Other) (Non-Exempt)										
	Vendor Total:		2.65									
WAPLAZA WASHINGTON PLAZA APTS. DAM #2	11-01241 12/13/11 Dev.-Wash.Plaza-return bond	1 Dev.-Wash.Plaza-return bond	39,580.94	T-13-00-675-000-001	B	B PARK HILL APTS.-PERFORMANCE BOND	A	12/13/11	12/13/11			N
	Tracking Id: 1380	Escrow (Exempt)										
	Approved by Resol. #194-2011	12/6/11										
	Vendor Total:		39,580.94									
WESTCH WEST CHESTER MACHINERY & SUPPL	11-01146 11/09/11 PLOW PARTS	2 PLOW-RECEIVER KIT DRIVERS	130.52	1-01-26-290-000-034	B	B STREETS & ROADS Vehicle Parts	A	11/09/11	12/13/11		148820	N
	Tracking Id: 290	Auto Parts & Accessories (CDL) (Non-Exempt)										
	4 PLOW-HEADLIGHT KIT		288.00	1-01-26-290-000-034	B	B STREETS & ROADS Vehicle Parts	A	11/09/11	12/13/11		149108	N
	Tracking Id: 290	Auto Parts & Accessories (CDL) (Non-Exempt)										
	Vendor Total:		418.52									
11-01212 12/08/11 PLOW PARTS	2 PLOW - RECEIVER KIT PASSENGER		130.52	1-01-26-290-000-034	B	B STREETS & ROADS Vehicle Parts	A	12/08/11	12/13/11		148820	N
	Tracking Id: 290	Auto Parts & Accessories (CDL) (Non-Exempt)										
	Vendor Total:		549.04									
Total Purchase Orders:			82	Total P.O. Line Items:	147	Total List Amount:	348,368.58	Total Void Amount:	0.00			

Fund Description	Fund	Budget Total	Revenue Total
OPERATING FUND	1-01	291,132.40	0.00
FEDERAL & STATE GRANT FUND	G-02	7,901.00	0.00
DEVELOPER'S ESCROW FUND	T-13	47,526.92	0.00
RECREATION TRUST	T-16	1,808.26	0.00
Year Total:		49,335.18	0.00
Total of All Funds:		348,368.58	0.00

P.O. Type: All
 Format: Detail with Line Item Notes
 Range: 1-05-55-204-000-000 to 1-05-55-999-999-999
 Rcvd Batch Id Range: First to Last
 Department Page Break: No

Print Alpha Capital/Trust, Alpha Grant, & Revenue Accts: N
 Open: N Rcvd: Y Paid: Y
 Held: N Aprv: Y Void: N
 Bid: Y State: Y Other: Y
 Received Date Range: 12/07/11 to 12/31/11
 Include Non-Budgeted: Y

Budget Account Description Item Description Amount Stat/Chk Enc Date Date Invoice Type

Fund: SEWER OPERATING FUND

1-05-55-502-000-028	SEWER OPERATING Contractual SVCS									
11-00962 6	USFILT VEOLIA WATER	NOV 2011 SEWER OPER. & MAINT	59,653.19	A	09/15/11	12/13/11		00009301		B
	Tracking Id: 3712	water & wastewater Operations (Non-Exempt)								
	SERVICE									
11-00962 7	USFILT VEOLIA WATER	NOV 2011 MEADOWS DEVELOPMENT	206.77	A	09/15/11	12/13/11		00009301		B
	Tracking Id: 3712	water & wastewater Operations (Non-Exempt)								
	LIFT STATION									

 59,859.96
 Department Total: 59,859.96
 CAFR Total: 59,859.96
 Fund Total: SEWER OPERATING FUND 59,859.96
 Year Total: 59,859.96

Total P.O. Items: 2 Total List Amount: 59,859.96 Total Void Amount: 0.00

Fund Description	Fund	Budget Total
SEWER OPERATING FUND	1-05	59,859.96
Total of All Funds:		=====
		59,859.96