

BOROUGH OF WASHINGTON, WARREN COUNTY, NJ
COUNCIL AGENDA
October 18, 2011
6:30 PM

STATEMENT OF ADEQUATE NOTICE:

ROLL CALL: Clerk will call the Roll

EXECUTIVE SESSION:

Professional Reviews

MINUTES: Regular Meeting September 20, 2011
Regular Meeting October 4, 2011
Executive Session September 20, 2011
Executive Session October 4, 2011

CORRESPONDENCE:

None

AUDIENCE:

Remarks, petitions, statements and testimony from guests

ORDINANCES:

1. **Ordinance 8-2011 – Amending Chapter 85 of the Borough’s Ordinances to Include Additional Stop Intersections (Introduction)**

REPORTS

Borough Manager Reports
DPW Report
Municipal Court
Tax Collector Percentage Report – 3rd Quarter
CFO Report - September

COMMITTEE REPORTS

None

OLD BUSINESS:

1. Power Purchase Agreement
2. Mass Notification System (JG)

NEW BUSINESS:

1. Resolution 178 – 2011 refund of Overpayment Due to Exempt Status Block 14 Lot 12
2. Resolution 179 – 2011 Recreation Committee Appointment

VOUCHERS:

List Attached

RECAP

COUNCIL REMARKS:

Remarks, Reports, Discussions

ADJOURNMENT: _____ P.M.

177-2011

RESOLUTION AUTHORIZING EXECUTIVE SESSION

WHEREAS, the Open Public Meetings Act; *N.J.S.A.* 10:4-6 *et seq.*, declares it to be the public policy of the State to insure the right of citizens to have adequate advance notice of and the right to attend meetings of public bodies at which business affecting the public is discussed or acted upon; and

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

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

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

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

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

_____ A matter where the release of information would impair a right to receive funds from the federal government;

_____ A matter whose disclosure would constitute an unwarranted invasion of individual privacy;

_____ A collective bargaining agreement, or the terms and conditions thereof (Specify contract: _____);

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

_____ Tactics and techniques utilized in protecting the safety and property of the public provided that their disclosure could impair such protection;

_____ Investigations of violations or possible violations of the law;

_____ Pending or anticipated litigation or contract negotiation in which the public body is or may become a party; (The general nature of the litigation or contract negotiations is: The public disclosure of such information at this time would have a potentially negative impact on the municipality's position in the litigation or negotiation; therefore this

information will be withheld until such time as the matter is concluded or the potential for negative impact no longer exists.)

_____ Matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his or her ethical duties as a lawyer; (The general nature of the matter is: _____
_____ OR _____ the public disclosure of such information at this time would have a potentially negative impact on the municipality's position with respect to the matter being discussed; therefore this information will be withheld until such time as the matter is concluded or the potential for negative impact no longer exists.);

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

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

BE IT FURTHER RESOLVED that the Mayor and Council hereby declare that their discussion of the subject(s) identified above may be made public at a time when the Borough Attorney advises them that the disclosure of the discussion will not detrimentally affect any right, interest or duty of the Borough or any other entity with respect to said discussion.

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

Date:

Kristine Blanchard, RMC

**BOROUGH OF WASHINGTON, WARREN COUNTY, NEW JERSEY
WASHINGTON BOROUGH COUNCIL MINUTES – September 20, 2011**

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

Roll Call: Gleba, Torres, McDonald, Jewell, Higgins, Boyle,
Valentine - Present

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

Mayor McDonald led everyone in the flag salute.

Mayor McDonald read the following Statement into the Record:

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

COUNCIL APPEARANCE:

Recreation Director – Desmond Fitzgerald

Mr. Fitzgerald updated the Governing Body on the 2011 Season Borough Pool financials. He provided Council with an analysis of the season. He stated in 2011 the Borough Pool lost \$48,403.15. However; the pool experienced extraordinary repairs to the pumps at the beginning of the season. The cost to repair the pumps this year was \$30,942.57; without that expense the pool would have lost only \$17,460.58. This is a significant improvement over the past two years. See below:

Borough Pool - 2011 Season Financial Summary

| | 2011 | 2010 | 2009 |
|--|--------------------|--------------------|--------------------|
| Total REVENUE | 64,203.63 | 45,056.50 | 65,804.91 |
| Total EXPENDITURES (S&W and OE) | 133,049.50 | 107,865.06 | 134,949.55 |
| GRAND TOTAL | (68,845.87) | (62,808.56) | (69,144.64) |
| GRAND TOTAL (Excluding GA Loan) | (48,403.15) | (42,365.84) | (48,701.92) |

| | | | |
|--|--------------|-------------|--------------|
| EXTRAORDINARY POOL REPAIR AND/OR IMPROVEMENTS | \$ 30,942.57 | \$ 6,000.00 | \$ 10,500.00 |
|--|--------------|-------------|--------------|

| | | | |
|---|--------------------|--------------------|--------------------|
| TOTAL W/OUT REPAIRS/IMPROVEMENTS | (17,460.58) | (36,365.84) | (38,201.92) |
|---|--------------------|--------------------|--------------------|

| | | | |
|--|--------------|---------------|---------------|
| CONTRIBUTION FROM BOROUGH (S&W and OE) | \$ 40,000.00 | \$ 125,818.03 | \$ 199,518.00 |
| BUDGET REDUCTION FROM 2009 - 2011 | -79.95% | | |

Councilman Torres asked about the memberships for 2011. Mr. Fitzgerald stated the pool memberships are equivalent to 2009 numbers. Councilman Jewell asked if the Borough could do more to winterize the pumps so that we do not incur these types of expenses again. Mr. Fitzgerald stated yes; winterization is always done. This pump had not been replaced since the pool opened. Unfortunately, this year it failed. In the future proper maintenance will be done on all of the pumps. Councilman Boyle noted that the report is encouraging for the future. Councilman Valentine noted that he received many compliments on the condition of the pool bathrooms this year. Mr. Fitzgerald stated he will be giving Council an update on the other recreation programs at the end of the year.

CORRESPONDENCE:

Motion made by Higgins, seconded by Boyle to receive and file the following correspondence.

Borough Manager Re: Belvidere Avenue
 Borough Manager Re: Tax Assessor Position

Ayes: 7, Nays: 0
 Motion Carried

Discussion: Councilman Boyle stated that the County of Warren wants to see the physical improvements done to Belvidere Avenue before they will consider taking it over. It must be repaved, re-curbed, and ADA compliant. Councilman Boyle stated this is unfortunate because he was led to believe that after they completed their studies of Belvidere Avenue they would consider taking it over. Mayor McDonald asked if Council would like to table this for another time. Motion made by Jewell, seconded by Boyle to table. All in favor.

Council discussed the vacant Tax Assessor position. Interviews will be schedule for next week as this is a Council appointment.

AUDIENCE:

Mayor McDonald opened up the audience portion of the meeting.

Bill DeHass 77 North Jackson Avenue – Councilman Higgins excused himself from this portion of the meeting.

Mr. DeHass stated there seems to be an ongoing dispute as to who owns the private alleyway near his property and the RR tracks. Mr. DeHass stated he has an easement on the property based on Planning Board minutes and resolutions from the 1970's. Mr. Phelan has reached out to the RR company and it seems they believe they own the property. Mr. DeHass noted the winter months will be here and there is still a question as to who will be plowing the easement/alley. Attorney Cushing noted that this is private property and permission will need to be obtained by either the RR company or Mr. Dehass to plow the property. It was determined to have the Borough Manager reach out to the RR company to try and figure out ownership/maintenance of the property. Manager Phelan will update the Council with his findings.

Mary Palto 17 McKinley Ave

Mrs. Palto briefed Council on the issues she is having with flooding in her yard and basement with especially during the recent rains. It seems to be a lack of storm drains and curbing that is causing the flooding. Mayor McDonald and Council agreed to have the Manager reach out to the engineer and also have the Manager review the developer's agreement with Barbari Builders; there may be something that can be done while the builder is completing Heather Hill.

RJ Sherman 15 Gardners Court

Mr. Sherman addressed Council regarding the continuous problems at this home on Gardners Court with sewage backing up into his downstairs during heavy rainstorms. He stated that he is aware the recent storms were quire extraordinary however these problems persist. Councilman Boyle stated the Council has plans on budgeting to address this in 2012. The Sewer Engineer has already presented proposals to the sewer committee. The Council is moving towards a solution. The Manager stated that Mr. Sherman is welcome to review the proposals done by the Engineer.

Hearing no further comments from the audience motion made by Boyle, seconded by Jewell to close the audience portion of the meeting.

Ayes: 7, Nays: 0

Motion Carried

ORDINANCES:

Ordinance 3-2011 AN ORDINANCE RESTRUCTURING RECREATION SERVICES. (Public Hearing/Adoption)

Mayor McDonald entertained a motion to introduce Ordinance #3-2011.

Ordinance 3-2011 was introduced by Councilman Valentine, seconded by Councilman Torres.

It was further moved by Valentine, seconded by Torres that the Clerk read Ordinance #3-2011 by title only.

Roll Call: Higgins, Boyle, McDonald, Torres, Jewell, Valentine – Yes
Gleba - No

Ayes: 6, Nays: 1
Motion Carried

The Clerk read Ordinance #3-2011 entitled, “An Ordinance Restructuring Recreation Services.”

Public Hearing:

Dawn Higgins stated that the commission is supposed to have control over the finances of the Commission not the Borough Manager. Councilman Boyle stated that he does not believe the Manager has control over their finances when they become a commission.

Rick Feldman stated he has concerns over section E of the Ordinance stating the powers and duties of the Director. Attorney Cushing stated he does not think the language in this section is an issue.

Motion made by Valentine, seconded by Torres to adopt Ordinance 3-2011 on final reading.

Roll Call: Jewell, Torres, McDonald, Boyle, Valentine. Higgins - Yes
Gleba - No

Ayes: 6, Nays: 1
Motion Carried

BOROUGH OF WASHINGTON
WARREN COUNTY
ORDINANCE # 3-2011

RESTRUCTURING RECREATION SERVICES

WHEREAS, the Mayor and Council have determined that it would be in the best interests of the Borough to restructure the manner in which it handles recreational services by creating a Board of Recreation Commissioners to replace the current advisory Recreation Committee;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Washington, in the County of Warren and State of New Jersey, as follows:

Section 1. Article VIIIA, including Sections 3-55.1 through 3-55.7 of Chapter 3 of the Code of the Borough of Washington is repealed in its entirety.

Section 2. A new Article VIIIA of Chapter 3 of the Code of the Borough of Washington entitled "Board of Recreation Commissioners" is hereby created as follows:

§ 3-55.1. Establishment.

- A. Pursuant to the provisions of N.J.S.A. 40:12-1 and 40:12-1.1, there is hereby established a Board of Recreation Commissioners to consist of seven residents of the Borough and two alternate members, who shall also be residents of the Borough.
- B. Alternate members may participate in discussions of the proceedings but may not vote except in the absence or disqualification of a regular member of the Board of Recreation Commissioners. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, Alternate No.1 shall vote.
- C. All members shall be of good moral character. A member or alternate member may, after public hearing, if he or she requests one, be removed by the governing body for cause, for conviction of a crime involving moral turpitude or for unexcused absences from 3 consecutive monthly meetings. No member or alternate member shall be permitted to act on any matter in which the member or alternate member has either directly or indirectly any personal or financial interest.
- D. There shall be a minimum of one (1) but no more than two (2) members of the Borough Council appointed by the Mayor, with the advice and consent of Council, who shall serve as liaisons to the Board of Recreation Commissioners for a one year term. The Council shall decide at the beginning of each year as to whether there shall be one or two liaison members for that year who shall be permitted to participate in all meeting of the Board of Recreation Commissioners, but shall have no vote.

§ 3-55.2. Appointment of members.

The Mayor shall nominate and, by and with the advice and consent of the Council, shall appoint all members of the Board of Recreation Commissioners in the manner provided by law for the appointment of Borough Officers.

§ 3-55.3. Terms; vacancies

- A. All members of the Board of Recreation Commissioners shall be appointed for a period of five years and until their successors are duly appointed and qualified; provided, however, that, in the case of the initial appointment of members of the

Board, the initial terms shall be for periods of one, two, three, four and five years, respectively, with two members having initial terms of one year and two members having initial terms of two years.

- B. Vacancies occurring in the membership of the Board shall be filled by the Mayor with the advice and consent of the Council.
- C. Alternate members shall be designated at the time of appointment as “Alternate No. 1” and “Alternate No. 2.” The length of the terms of the alternate members shall be the same as the length of the terms of the regular members of the Board of Recreation Commissioners. In the case of initial appointment of the alternate members, the initial term for Alternate No. 1 shall be five years and Alternate No. 2 shall be four years.
- D. A vacancy occurring otherwise than by expiration of term for regular and alternate members shall be filled by the governing body for the unexpired term only.
- E. Members appointed to the Board of Recreation Commissioners shall receive no compensation.

§ 3-55.4. Powers and duties.

- A. Subject to the general authority of the governing body, the Board of Recreation Commissioners shall have the following powers and duties:
 - (1) To supervise and regulate all parks, playgrounds and recreational areas belonging to the Borough. It shall be the Borough’s responsibility to maintain said parks, playgrounds and recreational areas, which includes but is not limited to the municipal pool and surrounding grounds, maintenance and storage facilities, roadways and sidewalks, restrooms, and ball fields.
 - (2) To establish, supervise and regulate the recreation program to meet the recreational needs of the residents of the Borough.
 - (3) To promulgate, adopt and approve such rules and regulations as the Board of Recreation Commissioners shall deem necessary to carry out its purposes and objectives, subject to the review and approval of the governing body.
 - (4) To appoint such personnel as may be required to carry out the responsibilities of the Board of Recreation Commissioners for each calendar year.
 - (5) To recommend to the governing body a budget for the operation of the Board of Recreation Commissioners for each calendar year.
 - (6) The Board of Recreation Commissioners must abide by all local policies and regulations, including Ordinances, as well as all applicable State statutes. This includes, but is not limited to the Borough Purchasing Manual, Local Public

Contracts Law, Local Finance Laws, Civil Service Commission regulations relating to personnel, Open Public Meetings Act, Open Public Records Act, Government Records Council regulations, grant application requests, and, if adopted in the future, and Background Check requirements for employees/volunteers, as amended.

- (7) The Board of Recreation Commissioners shall hold at a minimum one (1) public meeting per month to discuss and act on items within their authority as dictated in this Ordinance. Said meeting schedule will be established at the first meeting in January of each calendar year. All meetings will be conducted in accordance with the requirements of the Open Public Meeting Act.
 - (8) On a monthly basis, the Board of Recreation Commissioners shall provide a detailed accounting of the previous month's activities to the Borough Council, which, at a minimum will include, but not be limited to, programs run, revenue received, and expenditures made. From time to time, the Borough Council of the Borough of Washington may require additional information and or reporting requirements that the Board of Recreation Commissioners shall produce.
 - (9) To promulgate and adopt bylaws for governing its own affairs, subject to the approval of the Borough Council.
- B. The Board of Recreation Commissioners shall, in addition, have such powers and authority as is provided pursuant to N.J.S.A. 40:12-1 through 40:12-15, inclusive, except that the Board of Recreation Commissioners shall not have the authority to acquire lands for public playgrounds and recreation places without the prior authorization of the governing body and title to any such land so acquired shall be taken in the name of the Borough.

§ 3-55.5. Officers.

The Board of Recreation Commissioners shall have the power to appoint from among its members a Chairperson, who shall be the presiding officer, and such additional officers as the Board may desire, whose terms shall expire on December 31 in the year of appointment or until their successors are elected and qualified. Said appointments shall be made at the first regular meeting in January of each calendar year in. Aside from presiding over meetings of the Board of Recreation Commissioners, the Chairperson shall have no additional authority, implied or otherwise.

§ 3-55.6. Termination of powers and duties.

In the event that a court of competent jurisdiction declares that the Board of Recreation Commissioners shall have the power to acquire lands for public playgrounds without the necessity of securing prior authorization therefore by the governing body, this article shall immediately and automatically be repealed, and the powers and duties of the Board of Recreation Commissioners shall be vested in the governing body.

§3-55.7. Director of Recreation

There is hereby created a Director of Recreation who shall be appointed by and report to the Board of Recreation Commissioners. He/she shall serve under the supervision of the Board of Recreation Commissioners as to the day-to-day responsibilities of overseeing Borough recreation services and staff. The Director shall be responsible for the development and execution of programs and activities for recreation and operation and maintenance of Borough parks and pool, in consultation with the Board of Recreation Commissioners. The Director shall receive such compensation as may be provided for the by Salary Ordinance.

§3-55.8. Powers and Duties of Director

The Director shall have the following specific duties:

- A. Take charge of and be responsible for the day to day Recreation activities of the Borough.
- B. Be responsible to the Borough Manager for the adherence to the annual and capital budget, personnel policies and all financial and purchasing policies. The Director shall consult with the Manager in connection with all significant annual and capital budgets, personnel policies and all financial and purchasing policies issues.
- C. Hire all recreation employees in consultation with the Board of Recreation Commissioners.
- D. Prepare detailed annual plans and budget recommendations for the maintenance and operation of all parks, playgrounds, pool and facilities for recreation and cultural programs sponsored by the Borough in consultation with the Board of Recreation Commissioners.
- E. Administer and expend departmental funds in accordance with the budget appropriations and ordinances and the financial procedures established by the Manager.
- F. Establish, evaluate and propose, to the extent feasible, programs for every age group population of the Borough, in consultation with the Board of Recreation Commissioners.
- G. Coordinate all volunteer or community group efforts to provide recreational programming as they relate to Borough facilities or calendar in consultation with the Board of Recreation Commissioners.
- H. Attend all meetings of the Board of Recreation Commissioners and respond to direction from the Board of Recreation Commissioners.
- I. Seek out recreation and senior citizen grants and write grant applications, in consultation with the Board of Recreation Commissioners.

§ 3-55.9. When effective.

In accordance with Chapter 3, Article II, Section 15, Subsection E of the Code of the Borough of Washington, this Ordinance shall become effective 20 days after final passage unless the Council, by an affirmative vote of five (5) Council Members, shall adopt a resolution declaring the Ordinance to be an emergency upon which said Ordinance will take effect upon final passage.

REPORTS:

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

1. DPW Report
2. CFO Report
3. Municipal Court

Ayes: 7, Nays: 0
Motion Carried

COMMITTEE REPORTS:

Councilwoman Gleba reported to Council that she gave the costs for the Rt. 31 sign for the Washington Borough Park to Councilman Jewell. The Recreation Committee will not pursue National Night Out for now due to parking and the size of the park. She also reported that she had checked with the Committee as to who had access to the lights for the Borough Park/Pool and only three members had access to the lights.

OLD BUSINESS:

None

NEW BUSINESS:

Approval of Knights of Columbus ABC Permit for October 22, 2011

Motion made by Higgins, seconded by Gleba and approved.

Ayes: 6, Nays: 0
Abstain: 1 (Boyle)
Motion Carried

Approval of Raffle Application for Knights of Columbus October 22, 2011.

Motion made by Higgins, seconded by Gleba and approved.

Ayes: 6, Nays: 0
Abstain: 1 (Boyle)
Motion Carried

Request for Block Party by Dawn Higgins – withdrawn.

Approval of New Fire Department Member – Charles Dorn

Motion made by Valentine, seconded by Gleba and approved.

Ayes: 5, Nays: 0
Abstain: 2 (Jewell, Higgins)
Motion Carried

Resolution 151-2011 Authorization to Submit DOT Grant with NJ DOT for Green Street Roadway Project (tabled from previous meeting)

Motion made by Valentine, seconded by Torres and adopted.

Roll Call: Valentine, Torres, Jewell, McDonald, Gleba, Boyle – Yes
Higgins – No

Ayes: 6, Nays: 1
Motion Carried

RESOLUTION 151-2011

A Resolution to Submit a Grant Application and Execute a Grant Contract with the NJ DOT for the Green Street Roadway and Pedestrian walkway Improvements Project

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

BE IT FURTHER RESOLVED, that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application identified as MA-2012-Washington Borough-00221 to the New Jersey Department of Transportation on behalf of Washington Borough.

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

Resolutions 152-2011 and 153-2011 Refund Overpayment of 2010 Prior Year Taxes

Resolutions 152-2011 and 153-2011 were moved on a motion made by Higgins, seconded by Boyle and adopted.

Roll Call: Higgins, Boyle, Jewell, McDonald, Torres, Gleba, Valentine

Ayes: 7, Nays: 0

Motion Carried

RESOLUTION # 152-2011

A RESOLUTION TO REFUND OVERPAYMENT

ON 2010 PRIOR YEAR REAL ESTATE TAXES

WHEREAS, according to the Tax Collector's records, there is an overpayment of \$1,854.48 on 2010 2nd Quarter Regular Taxes paid on property located at 118-120 W Washington Avenue, also known as Block 11.01 Lot 5, and in the name of Kalmbach, Kurt and Colleen; and

WHEREAS, the Kalmbach's mortgage company and an attorney for the new homeowner both paid the 2nd quarter 2010 Regular Taxes causing the overpayment; and

WHEREAS, the Tax Collector has been resolving the matter of tax overpayments and has written a letter requesting the Kalmbach's to sign to receive their refund.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey, to hereby authorize the Tax Collector and Treasurer to refund the amount of \$1,854.48 payable to:

Kurt and Colleen Kalmbach
32 Mt Pleasant Rd
Columbia, NJ 07832

RESOLUTION # 153-2011

A RESOLUTION TO REFUND OVERPAYMENT

ON 2010 PRIOR YEAR REAL ESTATE TAXES

WHEREAS, according to the Tax Collector's records, there is an overpayment of \$1,336.91 on 2010 1st Quarter Regular Taxes paid on property located at 155 South Lincoln Avenue, also known as Block 97.03 Lot 13, and in the name of Gunter, Marvin C II; and

WHEREAS, the Gunter's mortgage company and a closing company for a refinance for the same homeowner both paid the 1st quarter 2010 Regular Taxes causing the overpayment; and

WHEREAS, the Tax Collector has been resolving the matter of tax overpayments and has written a letter requesting Mr. Gunter to sign to receive his refund.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey, to hereby authorize the Tax Collector and Treasurer to refund the amount of \$1,336.91 payable to:

Marvin C Gunter II
155 South Lincoln Avenue
Washington, NJ 07882

Resolutions 154-2011 through 157-2011

Resolutions 154-2011 through 157-2011 was moved on a motion made by Valentine, seconded by Torres and adopted.

Roll Call: Valentine, Torres, McDonald, Gleba, Boyle, Higgins, Jewell

Ayes: 7, Nays: 0
Motion Carried

RESOLUTION #154-2011

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF WASHINGTON, WARREN COUNTY, ASSIGNING A LABOR LIEN ON BLOCK 2.10 LOT 1

WHEREAS, Section 91-1 of the Code of the Borough of Washington (the Code) provides that weeds and vegetable growths in excess of one foot in height are a public nuisance; and

WHEREAS, Section 91-3 that the Borough can cause such nuisance to be abated; and

WHEREAS, Section 91-4 provides that the costs of the abatement done under Section 91-3 be charged to the property owner as a labor lien on the property.

WHEREAS, the Code Enforcement Officer of the Borough has certified, per the attached, that the owner of the property of the property at 10 Alvin Sloan Avenue, identified on the tax maps of the Borough as Block 2.10 Lot 1 was in violation of Section 91-1 of the Code so that it was necessary for the Borough to take action to cut and bag the grass; and

WHEREAS, the DPW Supervisor has certified that the Borough incurred costs of \$236.00 to correct the violation.

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 under the provisions of Section 75-70 et seq the Tax Collector is hereby authorized and directed to place a lien in the amount of \$236.00 on the property at 10 Alvin Sloan Avenue, identified on the tax maps of the Borough as Block 2.10 Lot 1.

RESOLUTION #155-2011

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF
WASHINGTON,
WARREN COUNTY, ASSIGNING A LABOR LIEN ON BLOCK 18.01 LOT 2

WHEREAS, Section 91-1 of the Code of the Borough of Washington (the Code) provides that weeds and vegetable growths in excess of one foot in height are a public nuisance; and

WHEREAS, Section 91-3 that the Borough can cause such nuisance to be abated; and

WHEREAS, Section 91-4 provides that the costs of the abatement done under Section 91-3 be charged to the property owner as a labor lien on the property.

WHEREAS, the Code Enforcement Officer of the Borough has certified, per the attached, that the owner of the property of the property at 229 Belvidere Avenue, identified on the tax maps of the Borough as Block 18.01 Lot 2 was in violation of Section 91-1 of the Code so that it was necessary for the Borough to take action to cut and bag the grass; and

WHEREAS, the DPW Supervisor has certified that the Borough incurred costs of \$236.00 to correct the violation.

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 under the provisions of Section 75-70 et seq the Tax Collector is hereby authorized and directed to place a lien in the amount of \$236.00 on the property at 229 Belvidere Avenue, identified on the tax maps of the Borough as Block 18.01 Lot 2.

RESOLUTION #156-2011

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF
WASHINGTON,
WARREN COUNTY, ASSIGNING A LABOR LIEN ON BLOCK 33 LOT 1

WHEREAS, Section 91-1 of the Code of the Borough of Washington (the Code) provides that weeds and vegetable growths in excess of one foot in height are a public nuisance; and

WHEREAS, Section 91-3 that the Borough can cause such nuisance to be abated; and

WHEREAS, Section 91-4 provides that the costs of the abatement done under Section 91-3 be charged to the property owner as a labor lien on the property.

WHEREAS, the Code Enforcement Officer of the Borough has certified, per the attached, that the owner of the property of the property at 160-162 Belvidere Avenue, identified on the tax maps of the Borough as Block 33 Lot 1 was in violation of Section 91-1 of the Code so that it was necessary for the Borough to take action to cut and bag the grass; and

WHEREAS, the DPW Supervisor has certified that the Borough incurred costs of \$236.00 to correct the violation.

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 under the provisions of Section 75-70 et seq the Tax Collector is hereby authorized and directed to place a lien in the amount of \$236.00 on the property at 160-162 Belvidere Avenue, identified on the tax maps of the Borough as Block 33 Lot 1.

RESOLUTION #157-2011

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF WASHINGTON, WARREN COUNTY, ASSIGNING A LABOR LIEN ON BLOCK 101 LOT 13.24

WHEREAS, Section 91-1 of the Code of the Borough of Washington (the Code) provides that weeds and vegetable growths in excess of one foot in height are a public nuisance; and

WHEREAS, Section 91-3 that the Borough can cause such nuisance to be abated; and

WHEREAS, Section 91-4 provides that the costs of the abatement done under Section 91-3 be charged to the property owner as a labor lien on the property.

WHEREAS, the Code Enforcement Officer of the Borough has certified, per the attached, that the owner of the property of the property at 41 Lenape Trail, identified on

the tax maps of the Borough as Block 101 Lot 13.24 was in violation of Section 91-1 of the Code so that it was necessary for the Borough to take action to cut and bag the grass; and

WHEREAS, the DPW Supervisor has certified that the Borough incurred costs of \$236.00 to correct the violation.

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 under the provisions of Section 75-70 et seq the Tax Collector is hereby authorized and directed to place a lien in the amount of \$236.00 on the property at 41 Lenape Trail, identified on the tax maps of the Borough as Block 101 Lot 13.24.

Resolution 158-2011 Authorizing the Execution of an Agreement wit the Morris Count COOP Pricing Council.

Resolution 158-2011 was moved on a motion made by Jewell, seconded by Boyle and adopted.

Ayes: 7, Nays: 0
Motion Carried

Resolutions 160-2011 through 161-2011

Resolutions 160-2011 and 161-2011 were moved on a motion made by Higgins, seconded by Boyle and adopted.

Roll Call; Higgins, Boyle, Jewell, McDonald, Torres, Gleba, Valentine

Ayes: 7, Nays: 0
Motion Carried

RESOLUTION # 160-2011

A RESOLUTION TO CANCEL 2011 TAXES DUE TO VETERAN EXEMPT STATUS

WHEREAS, the Tax Collector has received an approved application for a 100% Permanent and Total Disabled Veteran from the Tax Assessor for Block 4 Lot 12; located at 254 W Warren Street and in the name of Polachak, Thomas N; and

WHEREAS, the Tax Assessor has advised the Tax Collector that the application for the exemption was received and approved with an effective date of July 1, 2011; and

WHEREAS, the tax exemption does not show in the 2011 Tax Duplicate and will be in effect in the 2012 Tax Duplicate.

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 Tax Collector is authorized to cancel the 2011 Real Estate Property Taxes from July 1, 2011 to December 31, 2011 due to the exempt status .

RESOLUTION # 161-2011

A RESOLUTION TO CANCEL 2011 TAXES
DUE TO VETERAN EXEMPT STATUS

WHEREAS, the Tax Collector has received an approved application for a 100% Permanent and Total Disabled Veteran from the Tax Assessor for Block 14 Lot 12; located at 54 W Stewart Street and in the name of Zimmer, Larry J and Linda A; and

WHEREAS, the Tax Assessor has advised the Tax Collector that the application for the exemption was received from Larry J Zimmer and approved with an effective date of April 12, 2011; and

WHEREAS, the tax exemption does not show in the 2011 Tax Duplicate and will be in effect in the 2012 Tax Duplicate.

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 Tax Collector is authorized to cancel the 2011 Real Estate Property Taxes from April 12, 2011 to December 31, 2011 due to the exempt status .

Resolution 163-2011 Recreation Appointment

Mayor McDonalds stated he would like to appoint Jeff Haines to the Recreation Committee. Council was not aware of the appointment prior to the meeting and does not have the volunteer information sheet. Tabled until next meeting.

VOUCHERS:

Mayor McDonald entertained a motion to pay the vouchers and claims in the amount of \$ _____.

Motion made by Higgins to approve the vouchers and claims, seconded by Boyle and approved.

Roll Call: Gleba, Torres, McDonald, Jewell, Higgins, Boyle – Yes

Gleba – Abstained from Finnelli Consulting Vouchers
Higgins – Abstained from Fire Dept. Vouchers
Jewell – Abstained from EMS and Fire Dept

Ayes: 6, Nays: 0

Abstain: 3 (Gleba – Finnelli, Higgins – Fire Dept., Jewell – EMS
and Fire Dept.)

Discussion: Councilman Jewell questioned the charges for Comcast. Manager Phelan stated these charges will be moved to the trust. Councilman Jewell asked Manager Phelan to reach out to NJAM to inquire as to whether or not they would donate the hydrant flags. Councilman Torres noted we have spent \$8500 in sweeper repairs. He also noted the cleaning of the floors in the old police department. Manager Phelan stated he has staff members moving in the vacant space. Councilman Torres noted he would like a council office. Council discussed the Mayors office and having Council share the office with the Mayor. Motion made by Higgins, seconded by Torres to have the Council and Mayor share the Mayor's office.

Ayes: Higgins, Torres, Boyle, Jewell
Nays: McDonald
Abstain: Gleba, Valentine

Motion Carried

Councilman Jewell will have the keys made for everyone.

RECAP

Manager Phelan will provide five candidates for the Assessor position for interviews. He will reach out to the Railroad Company regarding the easement at Mr. DeHass' property. He will also reach out to NJAM regarding flags for the fire hydrants.

COUNCIL REMARKS:

Councilman Torres stated he will have the grand opening of his Antique Store during the Festival in the Borough. He noted that some residents were not aware of the special garbage pick up scheduled for after the recent heavy rainstorms and asked if the information was on the board outside. Manager Phelan stated yes.

Councilwoman Gleba would like to make a motion to sell the old goal posts from Recreation, seconded by Councilman Boyle. All in favor. Council discussed pricing. Motion made by Gleba, seconded by Valentine to set the minimum bid at \$500.00 and have the resolution prepared for the next meeting. All in favor. She also stated she would like to request we do the professional reviews at the 10/18 meeting beginning at 6:30 if everyone is in agreement. All are in agreement. Councilwoman Gleba handed out

information regarding a communication system that would allow the Borough to communicate with all residents by reverse calling. She would like to make a motion to place this on the agenda for the 10/4 meeting for discussion; seconded by Jewell. All in favor.

Councilman Boyle thanked the Fire Department and the Rotary for the recent 9/11 memorial program held at the fire hall.

Councilman Jewell also thanked the Fire Department and Rotary for the 9/11 memorial program.

Councilman Higgins noted that there is a new youth facility downtown. This is a Christian organization and he is happy to see this here. He reminded everyone of the festival on October 2 and October 3. He noted that he did not think that he and Councilman Jewell should have had to leave during the recent executive session to discuss potential litigation. He also asked about the stop sign ordinance. Manager Phelan stated it is in the process of being prepared. He asked where the money came from for the extra garbage pick up. Manager Phelan stated it came from the current fund. There is extra money due to the fact that we need to estimate tipping fees, etc. for municipal garbage pickup. He asked if we will have to do a transfer resolution for the garbage pick up. Manager Phelan stated no; not unless tipping costs go up over the next several months. He noted that there is a Sewer meeting on 10/17.

Motion made by Higgins to enter Executive Session, seconded by Torres after a five minute recess.

Ayes: 7, Nays: 0

Council entered Executive Session at 11:15 pm with all members present.

RESOLUTION AUTHORIZING EXECUTIVE SESSION

WHEREAS, the Open Public Meetings Act; *N.J.S.A.* 10:4-6 *et seq.*, declares it to be the public policy of the State to insure the right of citizens to have adequate advance notice of and the right to attend meetings of public bodies at which business affecting the public is discussed or acted upon; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the

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

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

_____ A matter where the release of information would impair a right to receive funds from the federal government;

_____ A matter whose disclosure would constitute an unwarranted invasion of individual privacy;

_____ A collective bargaining agreement, or the terms and conditions thereof (Specify contract: _____);

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

_____ Tactics and techniques utilized in protecting the safety and property of the public provided that their disclosure could impair such protection;

_____ Investigations of violations or possible violations of the law;

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

_____ Matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his or her ethical duties as a lawyer; (The general nature of the matter is: _____)

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

Matters involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining of any specific prospective or current public officer or employee of the public body, where all individual employees or appointees whose rights could be adversely affected have not requested in writing that the matter(s) be discussed at a public

meeting; (The employee(s) and/or general nature of discussion is: the public disclosure of such information at this time would violate the employee(s) privacy rights; therefore this information will be withheld until such time as the matter is concluded or the threat to privacy rights no longer exists.;

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

BE IT FURTHER RESOLVED that the Mayor and Council hereby declare that their discussion of the subject(s) identified above may be made public at a time when the Borough Attorney advises them that the disclosure of the discussion will not detrimentally affect any right, interest or duty of the Borough or any other entity with respect to said discussion.

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

Council re-entered regular session at 12:00 am.

Councilman Higgins motioned to have the Council investigate where the railroad ties taken from the railroad were returned to, seconded by Boyle. After discussion; Councilman Higgins withdrew his motion, Councilman Boyle withdrew his motion. Councilman Higgins will discuss with the Police Department to have them conduct an investigation.

Hearing no further business, a motion was made by Higgins, seconded by Boyle to adjourn the meeting at 12:00 am.

Ayes: 7, Nays: 0,
Motion Carried

Mayor Scott McDonald

Kristine Blanchard, Borough Clerk

**BOROUGH OF WASHINGTON, WARREN COUNTY, NEW JERSEY
WASHINGTON BOROUGH COUNCIL MINUTES – October 4, 2011**

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

Roll Call: Valentine, Gleba, Torres, McDonald, Jewell, Higgins,
Boyle - Absent

Also Present: Richard Phelan, Borough Manager
Kristine Blanchard, Borough Clerk

Mayor McDonald led everyone in the flag salute.

Mayor McDonald read the following Statement into the Record:

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

Mayor McDonald entertained a motion to adopt Resolution 176-2011.

Motion made by Gleba, seconded by Torres and adopted.

Roll Call: Gleba, Torres, Valentine, McDonald, Boyle, Higgins, Jewell

Ayes: 7, Nays: 0
Motion Carried

Tax Assessor salary will be \$25,000 for 2011 and \$27,000 for 2012.

PROCLAMATION:

Mayor McDonald read a proclamation in honor of the Washington Woman’s Club.

PROCLAMATION
OF THE
BOROUGH OF WASHINGTON

WHEREAS, in 1925 the Washington Woman's Club was officially organized and became federally recognized in 1926; and

WHEREAS, the Washington Woman's Club sole purpose is for the betterment of the community. The Washington Woman's Club aids in the efforts to improve and beautify the town and engages in civic, philanthropic, cultural, and educational projects as opportunity presents; and

WHEREAS, the Washington Woman's Club are members of the General Federation of Women's Clubs and New Jersey State Federation of Women's Clubs; and

WHEREAS, the Washington Woman's Club contributes to many local charities including the Community Food Pantry, Washington Celebrates America, the Vernon Oakes Society, and the Domestic Abuse and Rape Crisis Center, while also offering scholarships to students from Warren Hills Regional High School and Warren County Technical School; and

WHEREAS, in addition, the Washington Woman's Club has provided meals and holiday trays to the Meals at Home program and participates in the community lunch program at the United Methodist Church; and

WHEREAS, for the past 85 years, the Washington Woman's Club has been essential in the betterment of our community as well as providing charitable donations to non-profit organizations that provide services to the residents of the Borough of Washington and surrounding areas; and

BE IT PROCLAIMED that this Proclamation be duly embossed, signed by the Mayor, publicly presented to the Washington Woman's Club, and forever recorded in the official records of the Borough of Washington as an everlasting tribute to the Washington Woman's Club by an appreciative and thankful community.

CORRESPONDENCE:

None

AUDIENCE:

Mayor McDonald opened up the audience portion of the meeting.

John Ketwig 43 ½ Carlton Avenue

Mr. stated that he has been trying to resolve a problem with a foreclosed property on the alley behind Carlton Avenue. He has tried reaching out to the Code Enforcement Officer and the Managers Office. There seems to be people dumping on the property. Manager Phelan will look into this.

Susan Sloan Grand Avenue

Mrs. Sloan thanked Manager Phelan for the installation of the one way sign at Taylor St. She inquired about the forensic audit. She asked if the auditor can contact anyone he sees fit? Mayor McDonald stated that it is at his discretion. Mayor McDonald stated that if he feels that someone has something factual to offer he will speak to them. Mrs. Sloan also noted that there is trash along the Washington Theatre. Manager Phelan will have the Code Enforcement Officer look into this. Councilman Torres noted that we may need the Code Enforcement Officer to be more proactive. Manager Phelan stated he does go out and do patrols.

Rick Feldman 19 Prosper Way

Mr. Feldman noted that he has called the forensic auditor. He has if they had been given a list of people not to speak to. The receptionist stated that she couldn't say yes or no. He wanted Council to be aware of that.

Hearing no further comments from the audience motion made by Jewell, seconded by Gleba to close the audience portion of the meeting.

Ayes: 6, Nays: 0

Motion Carried

ORDINANCES:

Ordinance 6-2011 AN ORDINANCE AUTHORIZING THE SALE OF SUPRLUS LAND (Public Hearing/Adoption)

Mayor McDonald entertained a motion to introduce Ordinance #6-2011 on final reading.

Ordinance 6-2011 was introduced by Councilman Higgins, seconded by Councilman Jewell.

Roll Call: Higgins, Valentine, Gleba, McDonald, Torres, Jewell

Ayes: 6, Nays: 0

Motion Carried

Mayor McDonald opened the Public Hearing on Ordinance 6-2011. Hearing no comments from the audience motion made by Higgins, seconded by Jewell to close the audience portion.

Ayes: 6, Nays: 0
Motion Carried

Motion made by Higgins, seconded by Jewell to adopt on final reading.

Roll Call: Jewell, Torres, McDonald, Valentine, Gleba, Higgins

Ayes: 6, Nays: 0
Motion Carried

**BOROUGH OF WASHINGTON
WARREN COUNTY, NEW JERSEY**

ORDINANCE # 6-2011

AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS LAND

WHEREAS, a parcel of real property known as Block 94, Lot 57 on the tax map of the Borough of Washington and also known by the street address of Alleger Street Garage, Borough of Washington (“Property”), owned by the Borough of Washington, is not needed for public purposes; and

WHEREAS, it is in the best interest of the Borough of Washington to advertise the Property for public sale to the highest bidder; and

WHEREAS, the Borough of Washington wishes to dispose the Property pursuant to N.J.S.A. 40A:12-13;

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

1. The Mayor and Council hereby authorize the Property at public sale to the highest bidder by way of submission of sealed bids, said sale to be held at a time and place set by the Mayor and Council by resolution.

2. The sale shall be advertised in a newspaper circulating in the Borough by two (2) insertions at least once a week during two (2) consecutive weeks, the last publication to be not earlier than seven (7) days prior to said sale.
3. The specific terms and conditions of the sale will be set forth in a resolution authorizing the sale, copies of which will, upon adoption, be available at the Borough Municipal Building.
4. The sale of the Property shall be subject to a written contract to be entered into with the highest bidder. The form of contract will be attached to the resolution authorizing the sale.
5. The minimum price for the parcel of land is \$ 1.00 .
6. A minimum deposit of ten percent (10%) of the bid price on the Property by cash or certified check (or other immediately negotiable funds) payable to the Chief Financial Officer, Borough of Washington must be included with each sealed bid. Deposits shall be returned to all except the highest bidder for each lot within seven (7) days of bid opening.
7. The Borough reserves the right to reject all bids.

This Ordinance shall take effect upon its adoption and final publication in accordance with law.

Resolution 170-2011 Waiving the Twenty Day Period for Ordinance 6-2011.

Motion made by Higgins, seconded by Valentine and adopted.

Ayes: 6, Nays: 0
Motion Carried

**BOROUGH OF WASHINGTON
WARREN COUNTY**

RESOLUTION # 170-2011

**A RESOLUTION WAIVING THE TWENTY DAY
WAITING PERIOD FOR ADOPTION OF AN
ORDINANCE**

WHEREAS, Chapter 3, Article II, Section 15, Subsection E of the Code of the Borough of Washington, states that Ordinances shall become effective 20 days after final passage unless the Council, by an affirmative vote of five (5) Council Members, adopts a resolution

declaring the Ordinance to be an emergency upon which said Ordinance will take effect upon final passage; and

WHEREAS, the project enumerated within the above captioned Ordinance are necessary for the betterment of the residents of the Borough of Washington and;

WHEREAS, the 20 day waiting period is not in the best interest of the residents and employees of the Borough of Washington and;

NOW, THEREFORE, BE IT RESOLVED by the members of the Borough of Washington of the Borough of Washington, in the County of Warren, State of New Jersey that Ordinance #6-2011 in accordance with Chapter 3, Article II, Section 15, Subsection E of the Code of the Borough of Washington and that this Ordinance shall take effect immediately upon final passage.

Resolution 171-2011 Resolution Authorizing Sale of Surplus Land

Motion made by Jewell, seconded by Valentine and adopted.

Ayes: 6, Nays: 0
Motion Carried

RESOLUTION # 171-2011

RESOLUTION AUTHORIZING SALE OF SURPLUS LAND

WHEREAS, the Borough of Washington (“Borough”) is the owner of a parcel of real property Block 94, Lot 57 on the tax map of the Borough of Washington and also known by the street address of Alleger Street Garage, Borough of Washington as set forth by Block and Lot and street address on Exhibit A attached hereto and made a part hereof (“Property”).

WHEREAS, the Property is no longer needed or required by the Borough for public use; and

WHEREAS, it is in the best interest of the Borough to advertise the Property for public sale to the highest bidder; and

WHEREAS, the Borough wishes to dispose of the Property pursuant to N.J.S.A. 40A:12-13.

NOW THEREFORE, it is hereby resolved as follows:

1. The Borough Council hereby authorizes the sale of the Property at public sale to the highest bidder by way of submission of sealed bids. Said sale is to be held on Friday, October 28, 2011 at 10:00AM. at the Borough Hall.

2. The sale shall be advertised in a newspaper circulating in the Borough by two insertions at least once a week during two consecutive weeks, the last publication to be not earlier than seven (7) days prior to said sale.

3. Bids shall be received for the Property by way of sealed bid no later than 10:00 AM on Friday, October 28, 2011.

4. The sale of the Property shall be subject to a written contract to be executed by the highest bidder. The form of contract to be executed is attached to this Resolution. The form of contract is not negotiable. The three (3) day attorney review period does not apply to this transaction.

5. All bids must contain a minimum deposit of ten percent (10%) of the bid price on the Property by cash or certified check (or other immediately negotiable funds) payable to the Chief Financial Officer, Borough of Washington must be included with each sealed bid. Deposits shall be returned to all except the highest bidder for each lot within seven (7) days of bid opening.

6. The Property shall be sold for use in accordance with the zoning regulations for the zoning district in which it is located.

7. The high bidder shall be required to execute the contract of sale with the Borough within seven (7) days of acceptance of the bid by the Borough which acceptance or rejection shall take place at the next regular meeting of the Borough following the sale, which contract shall include among other conditions:

- a. The Borough shall convey by Quitclaim Deed.
- b. Title will close within sixty (60) days from the date of the execution of the contract. If title does not close on such date due to any default of the purchaser, the Borough shall have the option to cancel the Contract unilaterally by writing to the purchaser and retaining the deposit monies as liquidated damages, in addition to any rights the Borough shall have at law and in equity against the purchaser.
- c. The conveyance shall be subject to public and private rights in any roadways or water courses which may abut or traverse the Property, restrictions and easements of record, if any, such facts as an accurate and current survey may reveal, and zoning ordinances of the municipality.
- d. In the event that title to the Property is deemed unmarketable because it is uninsurable by a reputable title insurer licensed in New Jersey, the Borough shall return to purchaser all monies paid by way of deposit without interest, without deduction, and without any liability for the payment of any fees or commission and without further liability between seller and purchaser.

8. The sale of the Property is "as is" and without contingency, warranty or representation including, by way of example, as to condition of land, suitability for construction of structures thereon, compliance with zoning regulations, subdivision approval, issuance of building permit, environmental factors affecting the Property, and any financing requirements of purchaser. No financing or inspection contingencies shall be allowed. The Borough is in possession of a Phase I Environmental Site Assessment of the Property and same shall be supplied to prospective purchasers for their review.

9. There is no minimum bid price for the Property.

10. A prospective purchaser who wishes to inspect the Property may do so by contacting the Borough Clerk at 908-689-3600 to establish a mutually convenient time. Prospective purchasers are encouraged to carefully review the Property, the zoning ordinances, construction code regulations and the ordinances of the Borough of Washington, and any other county, state and federal regulations, including flood plain regulations, in order to determine whether the prospective purchaser's proposed use can be accommodated. All sales are final and the successful bidder's deposit will not be returned for any reason except as otherwise provided in the Ordinance, Notice of Sale, this Resolution and proposed Contract of Sale.

11. It will not be a reason to return the successful bidder's deposit that the Property cannot be used for the purpose intended by the successful bidder or that the successful bidder cannot obtain the funds necessary to complete the purchase of the Property by the assigned closing date.

12. The Borough of Washington reserves the right to reject any or all bids. The acceptance or rejection of bids shall be made by the Borough Council at its next regular meeting following the sale. Sealed bids must be received at the sale on the date of sale and thereafter considered, with the notification of the successful bidder, if any, to be made at the next regular meeting of the Borough Council. All bids will be received at the sale at 10:00AM, Friday, October 28, 2011.

13. The Mayor, the Clerk of the Borough, the Chief Financial Officer, and any other proper official of the Borough, be and each of them is hereby authorized to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary and proper for carrying out the transactions contemplated by this resolution.

14. As a condition of the sale, buyer agrees to demolish all existing buildings/structures on the Property. This obligation shall be secured by a performance bond, in an amount to be determined by the Borough Engineer, which shall be supplied to the Borough within 30 days of execution of the contract of sale for the Property.

15. As a condition of the sale, buyer agrees to provide environmental remediation of the Property, which obligation shall be secured by a performance bond, in an amount to be determined by the Borough Engineer. The successful buyer shall submit a plan for

environmental remediation for the Property together with the performance bond to the Borough within 30 days of execution of the contract of sale for the Property.

16. As a condition of the sale, buyer agrees to create a parking lot for the use of public on the Property subsequent to the demolition of all existing buildings/structures, and to landscape the Property in conformance with all applicable Borough requirements.

Ordinance 7-2011 AN ORDINANCE AMENDING CHAPTER 44A FLOOD DAMAGE CONTROL (Public Hearing/Adoption)

Mayor McDonald entertained a motion to introduce Ordinance #7-2011 on final adoption.

Ordinance 7-2011 was introduced by Councilman Higgins, seconded by Councilman Torres.

Roll Call: Higgins, Valentine, Gleba, McDonald, Torres, Jewell

Ayes: 6, Nays: 0
Motion Carried

Public Hearing:

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

Motion made by Higgins, seconded by Jewell to adopt on first reading.

Roll Call: Jewell, Torres, McDonald, Valentine, Gleba, Higgins

Ayes: 6, Nays: 0
Motion Carried

ORDINANCE 7-2011

Chapter 44A, FLOOD DAMAGE PREVENTION

[HISTORY: Adopted by the Borough Council of the Borough of Washington 7-13-82 as Ord. No. 14-82.]

GENERAL REFERENCES

Management of surface water -- See Ch. 57.

Sedimentation and soil erosion control -- See Ch. 69.
Soil removal -- See Ch. 73.
Zoning and land development -- See Ch. 94.

§ 44A-1. Statutory authorization.

The Legislature of the State of New Jersey has in N.J.S.A. 40:48-1 delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety and general welfare of its citizenry. Therefore, the Common Council of the Borough of Washington, County of Warren, State of New Jersey does ordain as follows.

§ 44A-2. Findings of fact.

A. The flood hazard areas of the Borough of Washington are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

B. These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities and, when inadequately anchored, damage uses in other areas. Uses that are inadequately floodproofed, elevated or otherwise protected from flood damage also contribute to the flood loss.

§ 44A-3. Statement of purpose.

It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

A. Protect human life and health.

B. Minimize expenditure of public money for costly flood control projects.

C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.

D. Minimize prolonged business interruptions.

E. Minimize damage to public facilities and utilities, such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard.

F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas.

G. Ensure that potential buyers are notified that property is in an area of special flood hazard.

H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

§ 44A-4. Methods of reducing flood losses.

In order to accomplish its purposes, this chapter includes methods and provisions for:

A. Restricting or prohibiting uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities.

B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.

C. Controlling the alteration of natural floodplains, stream channels and natural protective barriers, which help accommodate or channel floodwaters.

D. Controlling filling, grading, dredging and other development which may increase flood damage.

E. Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.

§ 44A-5. Definitions.

A. Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meanings they have in common usage and to give this chapter its most reasonable application.

B. As used in this chapter, the following terms shall have the meanings indicated:

APPEAL -- A request for a review of the Zoning Officer's interpretation of any provision of this chapter or a request for a variance.

AREA OF SHALLOW FLOODING -- A designated AO Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one (1) to three (3) feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident.

AREA OF SPECIAL FLOOD HAZARD -- The land in the floodplain within a community subject to a one-percent-or-greater chance of flooding in any given year.

BASE FLOOD -- The flood having a one-percent chance of being equaled or exceeded in any given year.

BASEMENT -- Any area of the building having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALL -- A wall that is not part of the structural support of the building and is intended, through its design and construction, to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or supporting foundation system.

DEVELOPMENT -- Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the area of special flood hazard.

DIGITAL FLOOD INSURANCE RATE MAP (DFIRM) — The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

ELEVATED BUILDING -- A nonbasement building built, in the case of a building in an area of special flood hazard, to have the top of the elevated floor or, in the case of a building in a coastal high-hazard area, to have the bottom of the lowest horizontal structural member of the elevated floor elevated above the ground level by means of piling, columns (posts and piers) or shear walls parallel to the flow of the water and adequately anchored to as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In an area of special flood hazard, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters. In areas of coastal high hazard, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls.

FLOOD OR FLOODING -- A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters and/or the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD INSURANCE RATE MAP (FIRM) - The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY - The official report provided in which the Federal Insurance Administration has provided flood profiles, as well as the Flood Insurance Rate Map(s) and the water surface elevation of the base flood.

FLOODWAY -- The channel of a river or other water-course and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than two-tenths (0.2) foot.

HIGHEST ADJACENT GRADE — The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE — Any structure that is:

[a] Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

[b] Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

[c] Individually listed on a State inventory of historic places in States with historic preservation programs which have been approved by the Secretary of the Interior; or

[d] Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(1) By an approved State program as determined by the Secretary of the Interior; or

(2) Directly by the Secretary of the Interior in States without approved programs.

LOWEST FLOOR -- The lowest floor of the lowest enclosed area, including the basement. An unfinished or flood-resistant enclosure, usable solely for the parking of vehicles, building access or storage, in an area other than a basement is not considered a building's "lowest floor," provided that such enclosure is not built so as to render the structure in violation of other applicable nonelevation design requirements.

MANUFACTURED HOME -- A structure, transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR MANUFACTURED HOME SUBDIVISION -- A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

NEW CONSTRUCTION -- Structures for which the start of construction commenced on or after the effective date of this chapter and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION — A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the floodplain management regulations adopted by the municipality.

RECREATIONAL VEHICLE — A vehicle which is [i] built on a single chassis; [ii] 400 square feet or less when measured at the longest horizontal projections; [iii] designed to be self-propelled or permanently towable by a light duty truck; and [iv] designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

START OF CONSTRUCTION -- For other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. 98-348), includes substantial improvement and means the date the building permit was issued, provided that the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within one hundred eighty (180) days of the permit date. The "actual start" means either the first placement of permanent construction of a structure on a site, such as the pouring of a slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation of the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE -- A walled and roofed building, a manufactured home or a gas or liquid storage tank that is principally above ground.

SUBSTANTIAL DAMAGE — Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT— Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term

includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- [1] Any project for improvement of a structure to correct existing violations of State or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to assure safe living conditions; or
- [2] Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

VARIANCE -- A grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.

§ 44A-6. Applicability.

This chapter shall apply to all areas of special flood hazard within the jurisdiction of the Borough of Washington, Warren County, New Jersey as depicted on the Flood Insurance Rate Map.

§ 44A-7. Basis for establishing areas of special flood hazard.

The areas of special flood hazard for the Borough of Washington, Community No. 340495, are identified and defined on the following documents prepared by the Federal Emergency Management Agency:

- a) A scientific and engineering report "Flood Insurance Study, Warren County, New Jersey (All Jurisdictions)" dated September 29, 2011.
- b) Flood Insurance Rate Map for Warren County, New Jersey (All Jurisdictions) as shown on Index and panel numbers 34041C0238E, 34041C0239E, 34041C0326E; whose effective date is September 29, 2011.

The above documents are hereby adopted and declared to be a part of this ordinance. The Flood Insurance Study and maps are on file at 100 Belvidere Avenue, Washington, New Jersey.

§ 44A-8. Violations and penalties.

No structure or land shall hereafter be constructed, located, extended, converted or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than five hundred dollars (\$500.) or imprisoned for not more than ninety

(90) days, or both, for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the Borough of Washington, Warren County, New Jersey from taking such other lawful action as is necessary to prevent or remedy any violation.

§ 44A-9. Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter and any other ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

§ 44A-10. Interpretation of provisions.

In the interpretation and application of this chapter, all provisions shall be:

- A. Considered as minimum requirements.
- B. Liberally construed in favor of the governing body.
- C. Deemed neither to limit nor repeal any other powers granted under state statutes.

§ 44A-11. Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the Borough of Washington, Warren County, New Jersey, any officer or employees thereof or the Federal Insurance Administration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

§ 44A-12. Development permit required.

A development permit shall be obtained before construction or development begins within any area of special flood hazard established in § 44A-7. Application for a development permit shall be made on forms furnished by the Zoning Officer and may include but shall not be limited to plans in duplicate drawn to scale showing the nature, location, dimensions and elevations of the area in question; existing or proposed structures; fill; storage of materials; drainage facilities; and the location of the foregoing. Specifically, the following information is required:

A. Elevation, in relation to mean sea level, of the lowest floor, including basement, of all structures.

B. Elevation, in relation to mean sea level, to which any structure has been floodproofed.

C. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in § 44A-18B.

D. Description of the extent to which any watercourse will be altered or relocated as a result of the proposed development.

§ 44A-13. Designation of enforcement officer.

The Zoning Officer is hereby appointed to administer and implement this chapter by granting or denying development permit applications in accordance with its provisions. The Zoning Officer may utilize the services of the Municipal Engineer to assist with the technical aspects of his or her responsibilities with all associated costs being paid by the borough.

§ 44A-14. Duties and responsibilities of enforcement officer.

Duties of the Zoning Officer shall include but shall not be limited to:

A. Permit review. He shall:

(1) Review all development permits to determine that the permit requirements of this chapter have been satisfied.

(2) Review all development permits to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required.

(3) Review all development permits to determine if the proposed development is located in the floodway; if located in the floodway, assure that the encroachment provisions of § 44A-19A are met.

B. Information to be obtained and maintained. He shall:

(1) Obtain and record the actual elevation, in relation to mean sea level, of the lowest floor, including basement, of all new or substantially improved structures, and whether or not the structure contains a basement.

(2) For all new or substantially improved floodproofed structures:

(a) Verify and record the actual elevation, in relation to mean sea level.

(b) Maintain the floodproofing certifications required in § 44A-12C.

(3) Maintain for public inspection all records pertaining to the provisions of this chapter.

C. Alteration of watercourses. He shall:

(1) Notify adjacent communities and the State of New Jersey Department of Environmental Protection, Dam Safety and Flood Control Section and the Land Use Regulation Program prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Insurance Administration.

(2) Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.

D. Interpretation of FIRM boundaries. He shall make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in § 44A-15.

E. When base elevation and floodway data has not been provided in accordance with § 44A-7, Basis for establishing areas of special flood hazard, the Zoning Officer shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer § 44A-18A, Residential construction, and § 44A-18B, Nonresidential construction.

§ 44A-15. Appeal Board.

A. The Planning Board, as established by N.J.S.A. 40:55D-23 et seq., shall hear and decide appeals and requests for variances from the requirements of this chapter.

B. The Planning Board shall hear and decide appeals when it is alleged that there is an error in any requirements, decision or determination made by the Zoning Officer in the enforcement or administration of this chapter.

C. Those aggrieved by the decision of the Planning Board, or any taxpayer, may appeal such decision to the Superior Court of New Jersey.

D. In passing upon such applications, the Planning Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter and:

(1) The danger that materials may be swept onto other lands to the injury of others.

(2) The danger to life and property due to flooding or erosion damage.

- (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
- (4) The importance of the services provided by the proposed facility to the community.
- (5) The necessity to the facility of a waterfront location, where applicable.
- (6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage.
- (7) The compatibility of the proposed use with existing and anticipated development.
- (8) The relationship of the proposed use to the Comprehensive Plan and floodplain management program of that area.
- (9) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (10) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
- (11) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities, such as sewer, gas, electrical and water systems, and streets and bridges.

E. Upon consideration of the factors of § 44A-15D and the purposes of this chapter, the Planning Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

F. The Zoning Officer shall maintain the records of all appeal actions, including technical information, and report any variances to the Federal Insurance Administration.

§ 44A-16. Conditions for variances.

A. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (1/2) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, provided that the provisions of § 44A-15D(1) through (11) have been fully considered. As the lot size increases beyond one-half (1/2) acre, the technical justification required by issuing the variance increases.

B. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

C. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

E. Variances shall only be issued upon:

(1) A showing of good and sufficient cause.

(2) A determination that failure to grant the variance would result in exceptional hardship to the applicant.

(3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public as identified in § 44A-15D or conflict with existing local laws or ordinances.

F. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

§ 44A-17. General standards for flood hazard reduction.

In all areas of special flood hazards the following standards are required:

A. Anchoring.

(1) All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.

(2) All manufactured homes shall be anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

B. Construction materials and methods.

(1) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

(2) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

C. Utilities.

(1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

(2) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters.

(3) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(4) Electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

D. Subdivision proposals.

(1) All subdivision proposals shall be consistent with the need to minimize flood damage.

(2) All subdivision proposals shall have public utilities and facilities, such as sewer, gas, electrical and water systems, located and constructed to minimize flood damage.

(3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage.

(4) Base flood elevation data shall be provided for subdivision proposals and other proposed development.

E. Enclosure openings. For all new construction and substantial improvements, fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

- (1) A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided.
- (2) The bottom of all openings shall be no higher than one (1) foot above grade.
- (3) Openings may be equipped with screens, louvers, or other covering or devices provided that they permit the automatic entry and exit of floodwaters.

§ 44A-18. Specific standards for flood hazard reduction.

In all areas of special flood hazards where base flood elevation data have been provided as set forth in § 44A-7, Basis for establishing areas of special flood hazard or in § 44A-14B, Use of other base flood data, the following standards are required:

A. Residential construction New construction and substantial improvement of any residential structure shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities, elevated to or above base flood elevation

B. In an Area of Special Flood Hazard, all new construction and substantial improvement of any commercial, industrial or other nonresidential structure shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities:

either

[1] Elevated to the level of the base flood elevation; and

[2] Within any AO zone on the municipality's DFIRM that all new construction and substantial improvement of any commercial, industrial or other nonresidential structure shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet (at least two feet if no depth number is specified). And, require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures;

or

[1] Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;

[2] Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and,

[3] Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions of this subsection. Such certification shall be provided to the official as set forth in § 44A-12C.

§ 44A-19. Floodways.

Located within areas of special flood hazard established in § 44A-7 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions apply:

A. Encroachments, including fill, new construction, substantial improvements and other development, are prohibited unless a technical evaluation demonstrates that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

B. If the provisions of Subsection A are satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of §§ 44A-17 and 44A-18.

C. The placement of any manufactured homes, except in an existing manufactured home park or existing manufactured home subdivision, is prohibited.

D. In all areas of special flood hazard in which base flood elevation data has been provided and no floodway has been designated, the cumulative effect of any proposed development, when combined with all other existing and anticipated development, shall not increase the water surface elevation of the base flood more than two-tenths (0.2) of a foot at any point

§ 44A-20. Fees.

All applicants shall be required to pay an application fee of one hundred dollars (\$100.) to the Borough of Washington upon submittal of a complete application. In addition, the applicant shall pay to the Borough of Washington a fee of two hundred dollars (\$200.) for the purpose of establishing an escrow account for payment of engineering costs associated with the review of the application. The applicant shall be responsible for payment of all reasonable fees for review of an application and may from time to time be required to make additional deposits into said escrow account within ten (10) days of receipt of a written request of the Treasurer of the Borough of Washington. Failure to make timely deposits upon request will result in the application being denied or permit revoked. Any remaining funds in the escrow account one hundred eighty (180) days after a permit has been issued shall be returned to the applicant.

Resolution 172-2011 Waiving Twenty Day Waiting Period for Ordinance 7-2011

Resolution 172-2011 was moved on a motion made by Higgins, seconded by Jewell and adopted.

Ayes: 6, Nays: 0

Motion Carried

RESOLUTION # 172-2011

**A RESOLUTION WAIVING THE TWENTY DAY
WAITING PERIOD FOR ADOPTION OF AN
ORDINANCE**

WHEREAS, Chapter 3, Article II, Section 15, Subsection E of the Code of the Borough of Washington, states that Ordinances shall become effective 20 days after final passage unless the Council, by an affirmative vote of five (5) Council Members, adopts a resolution declaring the Ordinance to be an emergency upon which said Ordinance will take effect upon final passage; and

WHEREAS, the project enumerated within the above captioned Ordinance are necessary for the betterment of the residents of the Borough of Washington and;

WHEREAS, the 20 day waiting period is not in the best interest of the residents and employees of the Borough of Washington and;

NOW, THEREFORE, BE IT RESOLVED by the members of the Borough of Washington of the Borough of Washington, in the County of Warren, State of New Jersey that Ordinance #7-2011 in accordance with Chapter 3, Article II, Section 15, Subsection E of the Code of the Borough of Washington and that this Ordinance shall take effect immediately upon final passage.

REPORTS:

Motion was made by Higgins, seconded by Jewell to receive and file the following reports:

1. Managers Report
2. Tax Collector Report

Ayes: 6, Nays: 0
Motion Carried

COMMITTEE REPORTS:

Councilman Jewell reported that he attended the Morris Canal Committee meeting. He noted there is 33 miles the Morris Canal in Warren County. The committee

would like to link the 11 useable miles and construct trail heads. They are planning on conducting a feasibility study. He will keep Council informed.

Councilman Higgins noted there is a sewer committee meeting on October 17.

OLD BUSINESS:

None

NEW BUSINESS:

Statewide Training Class

Borough Clerk Blanchard noted there is a training class available to Council members and the Borough Manager given by Statewide Insurance. For each Council member who take the class there is a \$250.00 credit given on Insurance. Council agreed to schedule the class for November 1 at 6:30 p.m.

Improve Communications Strengthen Community Proposal (JG)

Councilwoman Gleba proposed a communications system for the Borough. This is similar to the reverse 911 system used by the County. There are many companies that provide this service. She noted that by using this system the Borough could get information out to the community faster such as; the recent special garbage intake. It was noted by an audience member that the Warren County Communications center will be provide this service for free. After discussion Council agreed to have Councilwoman Gleba look into this with the OEM Coordinator.

Resolution 166-2011 Sale of Surplus Property

Resolution 166-2011 was moved on a motion made by Gleba, seconded by Jewell and adopted.

Ayes: 6, Nays: 0
Motion Carried

RESOLUTION # 166 -2011

RESOLUTION AUTHORIZING SALE OF SURPLUS PROPERTY VIA PUBLIC AUCTION

WHEREAS, *N.J.S.A.* 40A:11-36 permits a municipality sell personal property not needed for public use to via public auction; and

WHEREAS, the Borough owns one (1) Alumagoal Football/Soccer Combination Goal which is no longer needed by the Borough.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Washington, Warren County, New Jersey, that it hereby authorizes the auction of the Alumagoal Football/Soccer Combination Goal in accordance with the Local Public Contracts Law.

Resolution 167-2011 Observance of Halloween

Resolution 167-2011 was moved on a motion made by Valentine, seconded by Jewell and adopted.

Ayes; 6, Nays: 0
Motion Carried

RESOLUTION # 167- 2011

**A RESOLUTION SUGGESTING A HALLOWEEN CURFEW AND
ESTABLISHING OBSERVANCE OF TRICK OR TREAT WITHIN THE
BOROUGH OF WASHINGTON, COUNTY OF WARREN, STATE OF NJ.**

WHEREAS, Halloween Night and several nights before and after have historically been nights when acts of criminal mischief and vandalism have increased throughout the municipality; and

WHEREAS, the Borough of Washington desires to take some action to help reduce the likelihood of such incidents establishing a suggested curfew to assist parents and lawful guardians of minor children; and

WHEREAS, said curfew is viewed as an important part of maintaining the peace and order of the community and all persons are strongly urged to cooperate with the Washington Township Police Department abiding by the curfew. The Mayor and Council suggest that this curfew be imposed on all minors in their care and custody; and

WHEREAS, the door to door solicitation of treats is a tradition enjoyed by many as well as an annoyance and inconvenience to others and, therefore needs to be regulated to provide for the safety, health and welfare of all persons within the community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey agrees that there is hereby established a suggested curfew for all persons seventeen (17) years of age or younger of 9:00 p.m. from Friday, October 28, 2011 up to and including Monday, October 31, 2011. Curfew shall be extended for school - sponsored events to one (1) hour after the conclusion of the event.

Resolution 168-2011 Overpayment of Taxes

Resolution 168-2011 was moved on a motion made by Valentine, seconded by Jewell and adopted.

Ayes: 6, Nays: 0
Motion Carried

RESOLUTION #168-2011

A RESOLUTION AUTHORIZING APPLYING 2008
OVERPAYMENT TO CURRENT TAXES

WHEREAS, according to the Tax Collector's records, there exists an overpayment from a prior year caused during closing in 2008 on the following property;

NAME OF OWNER/ BLOCK/LOT PROPERTY LOCATION

79/14 Johnson, Denise E 124 Park Avenue 2008 3R 1,729.09

WHEREAS, the Tax Collector's office contacted Ms. Johnson concerning this overpayment and have received a letter that she wishes to have the overpayment applied to the 4th Quarter 2011 taxes.

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

Resolution 169-2011 Overpayment of Taxes

Resolution 169-2011 was moved on a motion made by Torres, seconded by Valentine and adopted.

Ayes: 6, Nays: 0
Motion Carried

RESOLUTION # 169-2011

RESOLUTION TO REFUND OVERPAYMENT OF 2011

REAL ESTATE TAXES DUE TO EXEMPT STATUS

WHEREAS, according to the Tax Collector's records, there is an overpayment of \$1,521.77 on 3rd Quarter 2011 Taxes paid on property located at 254 W Warren Street, also known as Block 4 Lot 12 and assessed in the name of Polachak, Thomas; and

WHEREAS, the property owner has qualified for Exempt Veteran Status in the year 2011 as of July 1, 2011, which has created the overpayment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey, to hereby authorize the Tax Collector to refund the amount of \$1,521.77 payable to: Thomas Polachak, 254 W Warren Street, Washington, NJ 07882.

Resolution 163-2011 Recreation Appointment Jeffery Haines

Resolution 163-2011 was moved on a motion made by Gleba, seconded by Valentine and adopted.

Ayes: 6, Nays: 0
Motion Carried

RESOLUTION 163-2011

RECREATION COMMITTEE

WHEREAS, the Borough of Washington, Warren County, New Jersey is governed by Plan "E" of Municipal Charter Law; and

WHEREAS, under this plan the Mayor of the Borough is to appoint the members of the Recreation Committee with the consent of the Borough Council; and

WHEREAS, the Mayor has designated the following person his appointee;

WHEREAS, The Council does approve of this appointment.

NOW, THEREFORE, BE IT RESOLVED, that the following named person is appointed to the Recreation Committee for a term ending **1/01/2015**

Resolution 173-2011 Release of Cash Bond

Resolution 173-2011 was moved on a motion made by Gleba, seconded by Jewell.

Ayes: 6, Nays: 0
Motion Carried

RESOLUTION #173-2011

**A RESOLUTION AUTHORIZING THE RELEASE OF CASH BOND FROM
BARBIERI BUILDERS CORP. ESCROW ACCOUNT HELD IN TRUST
BY THE BOROUGH OF WASHINGTON**

WHEREAS, Pat Barbieri of Barbieri Builders Corp., 28 Parker Avenue, Flemington, N.J. 08822 has requested the return of the cash bond in the amount of \$4,850.00 deposited on June 6, 2011, into escrow acct. #7200020891 as a guarantee for final site work inspections for Block 44, Lot 34.07 (10 Heather Hill) for the driveway paving, drainage grading and top-soiling; and

WHEREAS, Municipal Engineer Andrew S. Holt, P.E. of Suburban Consulting Engineers has determined that the final site work is acceptable and the bond can be released upon the receipt of two (2) signed and sealed As-built plans; and

WHEREAS, the As-built plans were delivered to the Municipal Clerk on September 20, 2011;

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 Municipal Treasurer is hereby authorized to issue a check to Barbieri Builders Corp. in the amount of \$4,850.00 from escrow account #7200020891.

Councilman Higgins noted that the Borough Manager should reach out to Barbieri Builders and the Municipal Engineer to discuss the flooding on McKinley Ave that was brought to the attention of Council at the last meeting.

Resolution 174-2011 Recreation Appointment

Resolution 174-2011 was moved on a motion made by Valentine, seconded Torres.

Ayes: 6, Nays: 0
Motion Carried

RESOLUTION 174-2011

RECREATION COMMITTEE

WHEREAS, the Borough of Washington, Warren County, New Jersey is governed by Plan "E" of Municipal Charter Law; and

WHEREAS, under this plan the Mayor of the Borough is to appoint the members of the Recreation Committee with the consent of the Borough Council; and

WHEREAS, the Mayor has designated the following person his appointee;

WHEREAS, The Council does approve of this appointment.

NOW, THEREFORE, BE IT RESOLVED, that the following named person is appointed to the Recreation Committee for a term ending **1/01/2015**

Resolution 175-2011 Appointment of Emergency Management Coordinator

Resolution 175-2011 was moved on a motion made by Higgins, seconded by Jewell and adopted.

RESOLUTION # 175-2011

**A RESOLUTION APPOINTING A MUNICIPAL
EMERGENCY MANAGEMENT COORDINATOR**

WHEREAS, the New Jersey law provides that each municipality shall have an Emergency Management Coordinator as prescribed by App. A;9-40.1 ; and

WHEREAS, Kurt Klausfelder has obtained the requisite training and qualifications to hold the position of Emergency Management Coordinator for the Borough of Washington, and

WHEREAS, the services provided by Kurt Klausfelder are professional services that are vital to the health, safety and welfare of the community;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor, and acknowledged by the Council of the Borough of Washington, in the County of Warren, State of New Jersey as follows:

1. That the Mayor hereby appoints Kurt Klausfelder as Emergency Management Coordinator for the Borough of Washington for the term of October 4, 2011 ending October 4, 2014.

VOUCHERS:

Mayor McDonald entertained a motion to pay the vouchers and claims in the amount of \$630,432.17.

Motion made by Higgins, seconded by Torres and approved.

Roll Call: Gleba, Torres, McDonald, Jewell, Higgins, Valentine – Yes
Gleba – Abstained from Finnelli Consulting Vouchers
Higgins – Abstained from Fire Dept. Vouchers
Jewell – Abstained from EMS and Fire Dept

Ayes: 6, Nays: 0

Abstain: 3 (Gleba – Finnelli, Higgins – Fire Dept., Jewell – EMS and Fire Dept.)

RECAP

Manager Phelan will reach out to the Code Enforcement Officer regarding the trash alongside the theatre. He will move forward with the sale of the old DPW site and will look into the flooding with the engineer and Barbieri Builders.

COUNCIL REMARKS:

Councilman Valentine thanked BID Director Sandi Cerami for the great job with the Festival on the Borough despite the rain.

Councilman Torres also thanked the BID and stated the festival went very well.

Councilwoman Gleba also noted the festival was a success and commended the BID on their advertising. She asked the Borough Manager to look into FEMA funding for the bulk pickup and also any stimulus money that may be available.

Councilman Jewell also noted the BID did a fantastic job. He noted the previous code enforcement officer was proactive in the sense that he used community service workers as a way to complete small projects in the Borough. Councilman Jewell would like to see this re implemented.

Councilman Higgins asked when the Borough would be going out to bid again for Beethoven Avenue. Manager Phelan stated over the winter. It will now be a spring project.

Mayor McDonald noted the festival went very well and thanked the fire department for the tents during the rain storms. He congratulated Councilman Torres on the grand opening of his store.

A motion was made by Gleba, seconded by Torres to send the Washington Messenger a thank you for the work they do with the festival. All in favor.

BID director Sandi Cerami noted that the BID will be having a hometown Halloween on October 31 and the holiday celebration on December 1 and 2.

Motion made by Higgins, seconded by Torres to enter Executive Session after a five minute recess.

Ayes: 6, Nays: 0
Motion Carried

Council entered Executive Session at 8:45 pm.

175-2011

RESOLUTION AUTHORIZING EXECUTIVE SESSION

WHEREAS, the Open Public Meetings Act; *N.J.S.A.* 10:4-6 *et seq.*, declares it to be the public policy of the State to insure the right of citizens to have adequate advance notice of and the right to attend meetings of public bodies at which business affecting the public is discussed or acted upon; and

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

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

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

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

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

_____ A matter where the release of information would impair a right to receive funds from the federal government;

_____ A matter whose disclosure would constitute an unwarranted invasion of individual privacy;

_____ A collective bargaining agreement, or the terms and conditions thereof (Specify contract: _____);

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

_____ Tactics and techniques utilized in protecting the safety and property of the public provided that their disclosure could impair such protection;

_____ Investigations of violations or possible violations of the law;

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

 Matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his or her ethical duties as a lawyer; (The general nature of the matter is: _____
_____ OR _____ the public disclosure of such information at this time would have a potentially negative impact on the municipality's position with respect to the matter being discussed; therefore this information will be withheld until such time as the matter is concluded or the potential for negative impact no longer exists.);

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

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

BE IT FURTHER RESOLVED that the Mayor and Council hereby declare that their discussion of the subject(s) identified above may be made public at a time when the Borough Attorney advises them that the disclosure of the discussion will not detrimentally affect any right, interest or duty of the Borough or any other entity with respect to said discussion.

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

Hearing no further business, a motion was made by Higgins, seconded by Torres to adjourn the meeting at 10:00 pm.

Ayes: 6, Nays: 0,
Motion Carried

Mayor Scott McDonald

Kristine Blanchard, Borough Clerk

ORDINANCE 8-2011

**ORDINANCE AMENDING CHAPTER 85 OF THE BOROUGH'S ORDINANCES TO
INCLUDE ADDITIONAL STOP INTERSECTIONS**

WHEREAS, Chapter 85 of the Borough's Ordinances, entitled, VEHICLES AND TRAFFIC, Article V, entitled "STOP AND YIELD INTERSECTIONS", section 85-15, entitled "STOP INTERSECTIONS DESIGNATED" states that " Pursuant to the provisions of N.J.S.A. 39:4-140, the intersections described in Schedule IX, attached to and made a part of this chapter, are hereby designated as stop intersections. Stop signs shall be installed as provided therein."

WHEREAS, the Borough Council of the Borough of Washington would like to amend the above-referenced schedule to include an additional stop sign location.

NOW, THEREFORE BE IT RESOLVED, that Section 85-31, entitled "SCHEDULE IX: STOP INTERSECTIONS" hereby be amended to include the following location and be designated as a stop intersection:

Stop Sign on

At Intersection of

Lambert Street (Both Directions)

Wayne Street



MANAGERS WEEKLY REPORT
10/7/11

I reached out to the Dept. of Community Affairs this week to check on the status of the review of the Recreation Commission Ordinance. They have received it and are still in the process of their review. They will keep up abreast of the process and let us know if they need any additional information.

The monthly YTD reports have been posted to the website.

I have attached the updated Recap list for your review.

Office will be closed on Monday, Oct. 10th in observance of the holiday.

| Recap Item | Status | Completed |
|--|---|-----------|
| | | |
| | | |
| Councilman Boyle - Check status of stop sign installation Lambert St. | 8/17/11 - Spoke with Engineer. He is verifying that all DOT requirement can be met before installation occurs. 9/20/11 - Per Council, move forward with ordinance creation to install signs and place on next available agenda. 10/7/11 - Ordinance still being drafted. Will have attorney review and schedule introduction accordingly. | No |
| | | |
| Council - Work with Norfolk Southern Railroad to see if could grant the Borough a sewer easement, as well as the ability to provide snow/ice control services to their property located off of N. Jackson Ave. | 9/21/11 - Contacted NSRR and left voice mail. 10/7/11 - Called and E-mailed NSRR on 6 separate occasions to no avail. Also e-mailed "higher-ups" at the RR as well to no avail. Will continue trying to make contact | No |
| Resident - Investigate stormwater issues at 17 McKinley. Council, Investigate stormwater issues at Verizon. | 9/22/11 - Contacted SCE and advised. They will look into and report back. | No |
| Council - Status of Manhole Insert Project | 9/21/11 - Veolia Project Manager is on vacation. Will get answer when he return. 9/28/11 - Spoke with Veolia. All manholes have been measured and inserts have been ordered. | Yes |
| | | |

| | | |
|---|---|-----|
| | | |
| Residents - Have Code Enforcement Officer investigate debris piled up in the alley behind 43.5 Carlton Ave, as well as along side the Movie Theater | 10/5/11 - Spoke with Code Enforcement Officer. He advised that he was well aware of these issues, and prior to our conversation warnings have been issued to the appropriate property owners. If the items are not removed in the near future, he is going to be issuing summonses. | Yes |
| Councilman Higgins - Call Barbieri Builders RE; flooding on Myrtle and McKinley. | 10/5/11 - Call and Left Voice Mail. | No |
| Councilwoman Gleba - Call SCE to see if we were eligible for FEMA funds for road improvements. | 10/5/11 - Spoke with SCE - we are not eligible due to the fact that our roads were in such poor condition prior to the storm. | Yes |

HIGHWAY DEPARTMENT
OVERVIEW FOR SEPTEMBER 2011

In the first week of September the crew was still cleaning up the storm damage that Irene had left behind when the following week another storm had rolled through and had left a large amount of precipitation throughout the area. The heavy amount of rain resulted in roadway flooding and numerous trees being uprooted. The crew responded as needed to put up barricades to block flooded roadways and to clean up any downed trees that had fallen. The frequent rainfall resulted in a lot of flooded roadways so several times during the month two men were assigned to clear off the storm drains to try to reduce the amount of street flooding caused by the rainfall.

Two men were assigned to painting the cross walks but the progress has been slow due to the heavy amount of precipitation we have received as this month. The month of September goes down as the rainiest on record.

Two men were assigned to patching the borough roadways this included; Sunrise Terrace, Flower Avenue, North Lincoln Avenue, South Lincoln Avenue, Warren Street, Lenepe Trail, Prospect Street, Harding Drive, Youmans Avenue and Park Avenue.

One man was assigned to repair the sink located in the copy room at the borough hall.

Brush collection had commenced on the 19th of the month and the brush was plentiful and had taken the entire week to finish.

We finally got the street sweeper repaired and one man was assigned to sweeping Washington Avenue, Belvidere Avenue, Broad Street and the municipal parking lots in preparation for the October Festival.

One man was assigned to the park to drill the bottom of the garbage containers to allow for them to drain properly as the containers were filling up with water.

Two men were assigned on the 23rd and the 30th to dump the large garbage container located on 21 Broad Street as the sanitation company was unable to do so because the container was too heavy to lift.

Two men were assigned to the municipal building to remove files from the archives and set them up for disposal at the incinerator.

Respectfully submitted,



John Burd
Supervisor Streets

Borough of Washington Municipal Court
 Monthly Report

| Category | Year to Date |
|-------------------|--------------|
| <u>Added:</u> | |
| DWI | 2 |
| Moving | 76 |
| Parking | 35 |
| Indictable | 20 |
| Disorderly Person | 9 |
| All Other | 49 |
| <u>Disposed:</u> | |
| DWI | 1 |
| Moving | 120 |
| Parking | 80 |
| Indictable | 20 |
| Disorderly Person | 11 |
| All Other | 21 |
| | 13 |
| | 868 |
| | 562 |
| | 62 |
| | 152 |
| | 223 |

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

Borough of Washington Municipal Court
Monthly Financial Report

| Washington Borough | | Current Month | Year to Date | |
|--------------------|------|--|--------------|--------------|
| Check # | 1062 | Tres, Warren County | \$ 3,229.50 | \$ 19,232.50 |
| Check # | 1063 | Tres, Borough of Washington Title 39 | \$ 9,586.51 | \$ 65,863.72 |
| Check # | 1064 | Tres, Borough of Washington POAA | \$ 20.00 | \$ 268.00 |
| Check # | | Tres, State of NJ Judiciary | | \$ - |
| Check # | | Tres, County W & M | | \$ 1,050.00 |
| Check # | | Various Restitution | | \$ 175.00 |
| Check # | | Tres, State of NJ ACH | \$ 4,604.99 | \$ 48,912.80 |
| Check # | | Over Payments | | \$ - |
| Check # | | NJ Dept. of Environmental Protection | | \$ - |
| Check # | | Tres, Borough of Washington PD | | \$ - |
| Check # | | Tres, State of NJ W & M | | \$ - |
| Check # | | Tres, Borough of Washington, non-cashed checks | | \$ - |

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

October 12, 2011

Dear Mayor and Council:

The following is the collection percentages for Taxes and Sewer for the 3rd Quarter-July September 30, 2011:

| | | |
|------------------------|------------|----------------|
| 3rd Quarter 2011 Taxes | Billed: | \$4,516,290.71 |
| | Collected: | \$4,148,623.52 |

Collection Percentage for Taxes for 3rd Quarter is: 90.84%

Collection Percentage for Taxes for all of 2011 is: 92.99%

| | | |
|------------------------|------------|--------------|
| 3rd Quarter 2011 Sewer | Billed: | \$577,512.00 |
| | Collected: | \$481,341.76 |

Collection Percentage for Sewer for 3rd Quarter is: 83.35%

Collection Percentage for Sewer for all of 2011 is: 85.24%

Respectfully submitted,



Kay F Stasyshan, CTC
Tax/Sewer Collector

Range of Accounts: 1-01-00-000-000 to 1-01-55-000-000-000
 Incl Blank Line Between Accounts: No Cap Accounts Switch: Yes Include Requisitions: No
 Department Page Break: No CAFR Control Totals: No Department Control Totals: No
 Budgeted = Adopted + Amended
 Balance = Budgeted + Transfers - Encumber - Net Expended/Reimbrsd - Canceled (if any)
 Unexpended = Budgeted + Transfers - Net Expended/Reimbrsd - Canceled (if any)

Year To Date As Of: 09/30/11
 Skip Zero Activity: Yes

Net Expd/Reimb = Expended - Reimbursed
 %Used = (Net Expd/Reim + Encumber) / (Budgeted + Transfers - Cancel)

| Account No | Description | Budgeted | Transfers | Encumber | Net Expd/Reimb | unexpended | Balance YTD | %Used |
|--------------------|-------------|--------------|-----------|------------|----------------|--------------|--------------|-------|
| Final Budgeted | | 7,136,911.67 | 0.00 | 456,786.09 | 5,294,262.72 | 1,842,648.95 | 1,385,862.86 | 81 |
| Final Non-Budgeted | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 |
| Final Total | | 7,136,911.67 | 0.00 | 456,786.09 | 5,294,262.72 | 1,842,648.95 | 1,385,862.86 | 81 |

POWER PURCHASE AGREEMENT

THIS **POWER PURCHASE AGREEMENT** (“PPA” or “Agreement”) dated as of _____, 2011, is made by and among:

THE BOROUGH OF WASHINGTON in the County of Warren, State of New Jersey (the “Borough”), a municipal corporation of the State of New Jersey with offices at 100 Belvidere Avenue, Washington, New Jersey, 07882

and

_____, a
_____ organized and existing under the laws of the State of
_____, duly authorized to conduct business in the State of New
Jersey (the “Power Provider”).

WHEREAS, the Borough wishes to expand its use of renewable energy for its buildings in order to take advantage of the environmental and financial benefits associated with renewable energy sources, and to reduce the Borough’s cost for purchasing electricity; and

WHEREAS, in accordance with N.J.S.A. 40A:11-4.1(k) of the Local Public Contracts Law, and all other applicable law, the Borough prepared and advertised a request for the submission of bids to supply renewable-energy based electricity for the Borough’s Wastewater Treatment Plant and Department of Public Works Garage (the “Facilities”), both on Borough property (the “Property”); and

WHEREAS, Power Provider was the successful bidder; and

WHEREAS, if required by Power Provider, the Borough and Power Provider have, concurrently with the execution of this PPA, entered into an Access Easement Agreement (“Easement”), a copy of which is attached as Exhibit B and incorporated herein by reference.

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

1. DEFINITIONS

1.1 Definitions.

(a) The terms set forth in this Section shall have the meanings ascribed to them for all purposes of this PPA unless the context clearly indicates some other meaning. Words in the singular shall include the plural and words in the plural shall include the singular where the context so requires.

(b) The following defined terms shall, for all purposes of this PPA, have the following meanings

“**Business Day**” shall mean any day other than a Saturday, Sunday or legal holiday.

“**Class I Renewable Energy Sources**” shall mean wind, solar-electric generation, fuel cells powered by renewable fuels, geothermal technologies, wave and tidal action, methane gas from landfills, anaerobic digestion of food waste or sewage sludge at a biomass facility, and other biomass resources provided that the biomass is cultivated and harvested in a sustainable manner.

“**Commencement Date**” shall have the meaning set forth in Section 3.2 of this PPA.

“**Effective Date**” shall have the meaning set forth in Section 3.1 of this PPA.

“**Electricity**” shall mean alternating current electricity which is produced from Class I Renewable Energy sources;

“**Event of Default**” shall have the various meanings, as applicable, set forth in Section 7 of this PPA.

“**Force Majeure**” shall mean any event which is beyond the reasonable control of, and not the result of the fault or negligence of, the affected Party or its affiliates, including, but not limited to and without limitation, (a) strikes or other labor disputes (other than strikes or labor disputes solely by employees or contractors of the Parties to this PPA as a result of such Party’s failure to comply with a collective bargaining agreement), (b) adverse weather conditions, breakdown or failure of the utility transmission or distribution system not intentionally caused by the Power Provider and (c) other acts of nature, riot or civil unrest or criminal acts and/or vandalism. The term Force Majeure does not include (i) any acts or omissions of any third party, including, without limitation, any vendor, or supplier of the Power Provider, unless such acts or omissions are themselves excused by reason of Force Majeure; (ii) any full or partial curtailment in the electric output of the Power Provider’s solar facility that is caused by or arises from a mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear, unless such mishap is caused by Force Majeure; (iii) changes in market conditions that affect the cost of the Power Provider’s supplies, or that affect demand or price for any of the Power Provider’s products, including, but not limited to the price of electricity, SRECs or other environmental attributes; or (iv) any action that constitutes negligence or gross negligence by the Party claiming a Force Majeure event.

“**Local Electric Utility Provider**” shall mean any supplier of electricity licensed by the New Jersey Board of Public Utilities to provide electricity to a territory which includes the Borough.

“**Meter**” shall mean that metering system or systems owned or controlled by Power Provider that accurately measures the amount of electricity delivered to the Borough pursuant to this PPA.

“**Minimum Guaranteed Delivery**” shall have the meaning set forth in Section 3.2(b)(i) of this PPA.

“**Parties**” or “**Party**” shall mean, individually or collectively, as the case may be, the Borough and the Power Provider.

“**Point of Delivery**” shall mean that physical point at which Power Provider shall deliver Electricity to the Borough pursuant to this PPA as shown on Exhibit C, it being understood that Power Provider shall be responsible for all operating, maintenance and repair costs associated with the delivery of Electricity to and including the Point of Delivery, and that the Borough shall be responsible for all operating, maintenance and repair costs incurred from the Point of Delivery to Borough Facilities.

“**PPA Price**” shall have the meaning set forth in Section 3.2(c) of this PPA.

2. CONDITIONS WHERE CONSTRUCTION OF GENERATING FACILITIES IS REQUIRED

In the event that Power Provider will be constructing a facility for the generation of electrical power from Class I renewable energy sources, Power Provider shall have six (6) months from the Effective Date of this Agreement to obtain all required State and local regulatory permits, consents and approvals, to design, permit, acquire, construct and install such facility. If Power Provider is unable to obtain such permits, consents, and approvals despite its commercially reasonable efforts to do so, Power Provider or the Borough may terminate this Agreement without liability effective upon ten (10) days advance written notice to the other, in which event neither Power Provider nor the Borough shall have any further rights or obligations hereunder other than for the return of any money held in escrow.

3. EFFECTIVE DATE, TERM, AND COMMENCEMENT DATE

3.1 Effective Date and Term. This PPA shall become effective and legally binding upon the Parties (including their permitted successors and assigns) and be enforceable in accordance with its terms, upon the execution and delivery of this Agreement by the Borough and the Power Provider (the “**Effective Date**”), and shall remain in full force and effect until the end of the fifteenth (15th) annual anniversary of the Commencement Date.

3.2. Commencement Dates and PPA Price.

(a) The Commencement Date shall be the date on which the Power Provider first supplies electricity to the Borough Facilities.

(b) Upon the Commencement Date:

i. The Power Provider agrees to provide a minimum of _____ kWh of Electricity to the Borough Facilities per _____ (“Minimum Guaranteed Delivery”), less a decrease of _____% per _____.

ii. Upon receipt of Electricity, the Borough shall pay for the Electricity (the “PPA Price”) in the amount and manner as set forth in subsection (c) below, in Section 5.2 hereof, and Exhibit A attached hereto.

(c) When Power Provider commences deliveries of Electricity to the Borough in accordance with subsection (b) above, the Borough shall pay for such deliveries at the PPA Price specified in **Exhibit A** for the first year of the Agreement. The escalation, if any, (as specified in **Exhibit A**) for amounts payable in the following years shall be made on each succeeding anniversary after the Commencement Date through the end of the term of this PPA. Each such escalated amount (as specified in **Exhibit A**) shall be the PPA Price payable for such year. Notwithstanding the escalation specified in Exhibit A, in no event shall the PPA Price in any year of this PPA exceed the total price of electricity (including all applicable fees, charges, taxes and other items typically included in similar commercial utility bills) that would be available to the Borough from the Local Electric Utility Provider.

3.3. Required Commencement Date; Liquidated Damages.

(a) Unless excused by reason of Force Majeure, or otherwise as may be expressly provided herein, Power Provider hereby covenants to commence the delivery and sale of Electricity to the Borough no later than one (1) year from the Effective Date of this PPA (“Required Commencement Date”).

(b) Unless excused by reason of Force Majeure, if Power Provider fails to commence the delivery and sale of Electricity to the Borough by the Required Commencement Date, then Power Provider shall pay liquidated damages to the Borough equal to the difference between the per kWh costs for delivered electricity payable by the Borough to the Local Electric Utility Provider, minus the initial PPA Price per kWh (as specified in **Exhibit A**), multiplied by the Minimum Guaranteed Purchase referenced in Section 5.1(a) of this PPA for each day after the Required Commencement Date, until Power Provider delivers Electricity for and to the Borough as contemplated by this PPA. If the Minimum Guaranteed Purchase is a percentage of the Borough’s annual usage for the Facilities, the Borough’s annual usage for the Facilities for the year immediately preceding the Effective Date of this PPA shall be used to calculate liquidated damages owed to the Borough pursuant to this paragraph 3.3.

(c) The Borough may recover any amounts due and owing by the Power Provider in accordance with subsection (b) above through accruing and offsetting such liquidated damage amount against next due PPA Price payments made by Borough.

(d) In the event Power Provider has an allowable excuse as outlined in subsection (a) above, which shall be the sole cause for failing to meet the Required Commencement Date, and after Power Provider has used all commercially reasonable efforts to meet such timeframes and conditions, then Power Provider shall not be liable to Borough for the liquidated damages contemplated by subsection (b) above. In the event of any such performance excusing event, Power Provider shall promptly give written notice to Borough (but in no event later than twenty-four (24) hours following such occurrence), specifying the Force Majeure event.

4. ACCESS EASEMENT AGREEMENT – BOROUGH FACILITY ACCESS

(a) For consideration of the transactions contemplated by this PPA, Power Provider and Borough hereby agree that Power Provider shall have access to the Property as set forth in the Access Easement if required by the Power Provider to provide for interconnection and/or ingress and egress to Borough Facilities at the Point of Delivery and as otherwise may be required to provide ingress, egress and interconnection from Power Provider's property to the Borough Facilities as required to permit the delivery of Electricity.

(b) If an Access Easement is provided to Power Provider in accordance with subsection (a), it shall be irrevocable for the term of this PPA and may at the request of Power Provider be in recordable form, for so long as Power Provider is not in default of its delivery obligations hereunder, thereby causing an Event of Default hereunder, and except as otherwise expressly provided in this PPA.

5. ELECTRICITY PROVIDED BY POWER PROVIDER

Section 5.1 Minimum Guaranteed Delivery

(a) On the Commencement Date, Power Provider shall deliver to the Borough the Minimum Guaranteed Delivery. If the Borough's electric energy requirements for the Facilities exceed the Minimum Guaranteed Delivery, Borough agrees to purchase additional Electricity from the Power Provider sufficient to meet the Borough's electric energy requirements for the Facilities, up to the maximum amount Power Provider can deliver, prior to Borough supplementing its electricity requirements with other sources, including the Local Electric Utility Provider.

(b) Power Provider shall guarantee the delivery to Borough Facilities of the Minimum Guaranteed Delivery subject to an event of Force Majeure; provided that to the extent the Electricity delivered by Power Provider to Borough Facilities

shall fall below the Minimum Guaranteed Delivery, the Borough's remedy therefor shall be solely as set forth in subsection (c) below.

(c) Within thirty (30) calendar days of each anniversary of the Commencement Date of this PPA, Power Provider shall provide to the Borough a written statement of kWh delivered to the Borough for the preceding year. To the extent that Power Provider fails to deliver the Minimum Guaranteed Delivery, Power Provider shall reimburse Borough for the difference between Borough's cost for electricity, per kWh, as evidenced by that amount delivered and billed by the Local Electric Utility Provider to Borough in lieu of the Electricity to have been provided by Power Provider, and the PPA Price, per kWh, set forth in this PPA, such difference in price per kWh to be applied to the amount by which the Power Provider fails to meet the Minimum Guaranteed Delivery. Such reimbursement shall occur no later than sixty (60) days after the date on which the written statement is provided to the Borough. In the event such reimbursement payment is not made by Power Provider, Borough shall be entitled to deduct such amount in three (3) equal amounts from its PPA Price invoice payments in the following three (3) months after such sixty (60) days, or if invoice amounts are not large enough to allow for the entirety of such credit during such time, the balance shall be credited as quickly as possible thereafter.

5.2 Borough's Obligation to Purchase

It is the intent of this Agreement that the Borough will rely on Power Provider as the primary source of electrical power for the Facilities during the term of this Agreement. To effectuate that intent, the Borough agrees that it will not take any action during the term of this Agreement that would result in a reduction of the amount of electricity purchased from Power Provider greater than 25% of the amount purchased from Power Provider during the first year of this Agreement. Failure to comply with the terms hereof shall constitute a default of the Borough's obligations under this Agreement.

5.3 Rates and Charges.

Borough shall pay to Power Provider the monthly PPA Price for Electricity as set forth in **Exhibit A** and Sections 3.2(c) and 5.4 hereof.

5.3 Power Provider Reservation of Rights

(a) Power Provider retains all ownership and rights to use, sell, or transfer (i) SRECs and (ii) rights with respect to Federal tax benefits (Investment Tax Credit and MACRS Depreciation) that it may have with respect to the generation of Class I renewable energy. Nothing in this Section 5.3 shall relieve Power Provider from its obligation to sell Electricity to the Borough.

(b) Any financial / environmental benefits attributable to Power Provider's generation of Class I renewable energy shall be the property of the Power Provider.

5.4 Payment Terms.

Power Provider shall measure and read the Meter on or about the first Business Day of each calendar month during the term of this PPA, commencing the first month immediately following the date set forth in Section 3.2(a) of this PPA. Promptly thereafter, Power Provider shall provide in writing to Borough an invoice setting forth the Electricity charges as set forth in **Exhibit A** and quantity of Electricity delivered during the previous period. Should an error in invoicing be determined, then Power Provider agrees to promptly provide for an adjustment of the next-due invoice to remedy said error. Borough shall have thirty (30) calendar days after the date of the invoice in which to pay the invoice in full. Any sums owing and remaining unpaid after the expiration of sixty (60) calendar days shall bear interest at a rate equal to the lesser of one and one-half percent (1 and 1/2%) per month until paid in full, or highest rate allowed by law.

5.5 Point of Delivery.

Power Provider agrees that it shall provide Electricity to Borough at the Point of Delivery as shown on Exhibit C.

5.8 Energy Metering.

The quantity of electricity delivered by the Power Provider to the Borough at the Point of Delivery will be measured by a Meter installed by the Power Provider in accordance with industry standards. Power Provider shall conduct tests of the Meter at such times as it deems appropriate in accordance with industry standards, but not less than once in any two year period. Power Provider shall promptly repair all Meter failures or defects. Should a Meter ever be deemed to reflect inaccuracies in measurement, the Power Provider shall make corresponding adjustments to the records of the amount of electrical energy delivered based on the period in between the date of the discovery of the inaccuracy and the last testing date of the Meter. Should the Meter ever become non-operational, but Electricity is still being provided by Power Provider to Borough hereunder, then the Parties hereto shall endeavor in good faith to address the Meter failure based upon, among other things, historical and cyclical consumption. To the extent that the Parties hereto are unable to adjust the inaccuracy, then they shall appoint their respective engineers or an independent Meter consultant who, along with a third party independent engineer chosen by the Parties' engineers, shall review, examine, mediate and arbitrate the Meter adjustment. The decision of the engineers shall be final, and shall be reduced to the form of an invoice adjustment to be delivered by Power Provider to Borough. Notwithstanding the existence of any inaccuracy, or the allegation or belief of the existence of an erroneous Meter reading, Borough shall at all times pay all invoices in accordance with those time periods set forth herein, with the understanding that adjustments shall be reflected on subsequent invoices. Borough shall have no right to withhold invoice payment due to the actual or alleged existence of Meter inaccuracy except in the case when the current invoice is higher by twenty-five percent (25%) or greater compared with historic like month data.

6. REPRESENTATIONS AND WARRANTIES

6.1 Warranties and Representations of Borough.

The Borough does hereby warrant, represent, covenant and agree with the Power Provider as follows:

(a) Borough is a duly constituted governmental entity that possesses the full power and authority to acknowledge and be bound by the terms of this PPA, and to perform its financial and other obligations hereunder;

(b) Borough has obtained all authorizations, consents and approvals that are required in order for Borough to acknowledge, be bound by the terms of, and deliver this PPA, and perform its financial and other obligations hereunder;

(c) The performance by the Borough of its obligations hereunder does not conflict with the Borough constituent documents, bylaws and/or resolutions, or otherwise conflict with or be in violation of any other indenture, loan agreement, covenant, condition, order, agreement or other obligation to which the Borough is a party or is otherwise bound; and

(d) Borough shall purchase and acquire Electricity from Power Provider under this PPA and shall not otherwise look to or utilize any other entity as the source of Electricity for the Borough Facilities until after Borough has acquired all of the Electricity that Power Provider can supply.

(e) The Borough shall promptly cooperate with Power Provider, and its agents, in connection with securing the interconnection if needed to effectuate the terms of this PPA.

6.2 Warranties and Representations of Power Provider.

Power Provider does hereby warrant, represent, covenant and agree with the other Parties as follows:

(a) Power Provider is a duly constituted business entity that possesses the full power and authority to enter into this PPA and perform its financial and other obligations hereunder;

(b) Power Provider has obtained all authorizations, consents and approvals that are required in order for Power Provider to execute and deliver this PPA and perform its financial and other obligations hereunder, except for permits and approvals to be obtained after the date hereof as contemplated by Section 2 hereof;

(c) The performance by Power Provider of its financial and other obligations hereunder do not conflict with Power Provider's constituent documents, bylaws and/or resolutions, or otherwise conflict with or be in violation of any other

indenture, loan agreement, covenant, condition, order, agreement or other obligation to which Power Provider is a party or is otherwise bound;

(d) The Power Provider shall interconnect with Borough Facilities' existing electrical system, and deliver the Minimum Guaranteed Delivery to the Borough Facilities which shall conform to utility and BPU requirements.

7. EVENT OF DEFAULT

7.1 Power Provider Event of Default.

Any of the following events shall constitute a Power Provider Event of Default:

(a) Power Provider shall fail or cease to deliver Electricity to the Borough Facilities for a continuous period of thirty (30) days after the Required Commencement Date unless (i) Power Provider's performance is excused by a Force Majeure event and Power Provider is diligently pursuing a cure, or (ii) Power Provider is willing to pay Borough during the term of such non-performance liquidated damages equal to the positive difference, if any, of the cost of replacement power less the per kwh PPA Price provided in this PPA;

(b) Power Provider shall fail to comply with any other provision of this PPA, other than as described in subsection (a) above, and such failure continues for ninety (90) days of a written demand to cure; *provided, however*, that if such failure cannot be cured within said ninety (90) day period, Power Provider shall not be in default if it has commenced to cure within such ninety (90) day period if such action to cure the default is reasonably acceptable to the Borough and the Borough indicates the same in writing; and *provided, further*, that Power Provider diligently seeks to cure such failure.

7.2 Borough Event of Default.

The following events shall constitute a Borough Event of Default:

(a) Borough shall fail or refuse to pay any bill for service rendered under this PPA for Electricity on which payment is due in accordance with the terms of this PPA, within forty-five (45) days of Power Provider's written demand therefor.

(b) Borough shall fail to comply with any other provision of the Agreement and such failure shall continue for a period of ninety (90) days after receipt of written notice of such failure provided, that if such failure cannot be cured within ninety (90) days, then within a reasonable time so long as Borough diligently seeks to cure such failure.

8. REMEDIES

8.1 Remedies upon a Power Provider Event of Default.

(a) Upon a Power Provider Event of Default as described in Section 7.1(a) hereof, the Borough may terminate the PPA by written notice to Power Provider, which notice shall be effective upon delivery. Such rights shall be in addition to any and all other rights and remedies that Borough may have at law or in equity including, without limitation, the right to recover monetary damages and thereafter pursue such damages or other relief to which Borough may be entitled with respect to any monetary damages owed by Power Provider which do not result in a termination of this PPA.

(b) Upon a Power Provider Event of Default as described in section 7.1(c), the sole remedy of any other Party shall be specific performance or, if applicable, monetary damages.

8.2 Remedies upon a Borough Event of Default.

(a) Upon a Borough Event of Default as described in Section 7.2(a) hereof following expiration of the 45-day period following Power Provider's written demand for payment), (i) Power Provider may suspend performance hereunder until such time as Borough cures the Event of Default, and (ii) if such Event of Default continues for another 30 days, Power Provider may terminate the PPA by written notice to the Borough, which notice shall be effective upon delivery. Such rights shall be in addition to any and all other rights and remedies that Power Provider may have at law or in equity including, without limitation, the right to recover monetary damages and thereafter pursue such damages or other relief to which Power Provider may be entitled.

(b) Upon a Borough Event of Default as described in section 7.2(b), the sole remedy available to Power Provider shall be specific performance or, if applicable, monetary damages.

9. FORCE MAJEURE

9.1 Suspension of Performance. No Party shall be in default in respect of any obligation under this PPA if the Party is unable to perform such obligation by reason of a Force Majeure event; *provided* that the suspension of performance shall be commensurate with the nature and duration of the Force Majeure event and the nonperforming Party is using its commercially reasonable efforts to restore its ability to perform.

9.2 Termination by Reason of Force Majeure. If a Party's performance is excused by reason of Force Majeure for more than twelve (12) consecutive months, the other Party (otherwise not in breach of this Agreement) may terminate the

Agreement upon thirty (30) days written notice to the non-performing Party, notwithstanding the existence of Force Majeure.

10. LIMITATION ON LIABILITY

10.1 Limitation on Liability.

Notwithstanding anything in this PPA to the contrary, neither the Borough nor the Power Provider shall be responsible to each other in contract or in tort for any special, incidental or consequential loss or damage, including opportunity costs, arising out of this PPA. The parties hereto agree that Borough is fully responsible for the upkeep and maintenance of all of the Borough's equipment and property after the Point of Delivery to Borough's Property including, without limitation, electric panels, sub-panels and sub-metering. Except as provided in Section 3.3 hereof, which shall be Borough's sole and exclusive remedy, Power Provider shall not be responsible for any damages that Borough may incur as a result of delays associated with the commencement of delivery of Electricity pursuant to this PPA.

11. TERMINATION

11.1 Termination.

No Party may terminate the Agreement, except upon the other's Event of Default as provided herein, or as otherwise expressly provided in this PPA.

12 MISCELLANEOUS

12.1 Assignment.

Neither the Power Provider nor the Borough shall assign this PPA without first having obtained the written consent of the other, which shall not be unreasonable withheld.

12.2 Governing Law, Waiver of Right to Jury Trial, and Jurisdiction.

(a) This PPA and the rights and obligations of the Parties shall be governed by, construed, and enforced in accordance with, the laws of the State of New Jersey. In order to expedite resolution of any actions, suits, or proceedings that arise under this PPA, and in light of the complexity of the transactions contemplated hereby, each of the Parties (i) irrevocably waives the right to trial by jury in any such actions, suit, or proceeding of any kind or nature in any court to which it may be a Party and (ii) other than with respect to arbitration in accordance with the provisions of Section 12.5 hereof, agrees that venue shall be laid in the Superior Courts of Warren County, New Jersey.

(b) With respect to any such action, suit, or proceedings relating to this PPA or arising in connection with the transactions contemplated hereby, the Parties

irrevocably (i) submit to the exclusive jurisdiction of the federal and State courts of the State of New Jersey; (ii) waive any objection which it or they may have at any time to the laying of venue of any action, suit or proceeding in any such court; (iii) waive any claim that any such action, suit, or proceeding has been brought in an inconvenient forum and (iv) waive the right to object that such court does not have jurisdiction over the Parties.

12.3. Successors and Assigns.

This PPA shall inure to the benefit of, and be binding upon the Parties hereto and to their successors and assigns.

12.4 Waiver.

No provision of this PPA may be waived absent the express written consent of the Power Provider and the Borough. The failure of any Party hereto to assert any of its rights under this PPA shall not be construed to constitute a waiver of such provision, nor in any way be deemed to affect the validity of this PPA or any part hereof or the right of any Party hereto to thereafter subsequently enforce its rights and remedies as otherwise provided herein. No express and written waiver of any breach of this PPA shall be held to constitute a waiver of any other provision hereof or any subsequent breach hereof.

12.5 Arbitration.

Should any dispute, controversy or claim arise hereunder, then the Parties may submit all such disputes, controversies or claims to non-binding arbitration, and in all other cases legal actions concerning such disputes, controversies and claims shall be brought in the Superior Court of Warren County, New Jersey. Arbitration shall be conducted before an arbitrator chosen by the American Arbitration Association, should the Parties hereto not be able to otherwise agree upon an arbitrator to adjudicate said matter. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The cost of arbitration, along with the prevailing Party's legal fees and costs of arbitration, shall be borne by that Party which the arbitrator deems to be the non-prevailing party to the arbitration.

12.6 Entire Agreement; Amendment.

This PPA, together with the Access Easement if applicable, constitutes the entire agreement by and between the Parties hereto and supersedes and replaces all previous understandings and agreements, whether written or oral, which may have existed between the Parties hereto. This PPA may only be modified by a subsequent written instrument which shall be executed by the Power Provider and the Borough.

With a copy to: Richard P. Cushing, Esq.
Gebhardt & Kiefer
P.O. Box 4001
Clinton, New Jersey

(b) If to Service Provider: [COMPANY]
[COMPANY ADDRESS]

With a copy to:

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

[COMPANY]

BY: _____
NAME:
TITLE:

ATTEST:

By: _____
Name
:
Title:

**THE BOROUGH OF
WASHINGTON IN THE
COUNTY OF WARREN**

[SEAL]

By: _____

Mayor ,

ATTEST:

By: _____
Kristine Blanchard ,
Clerk

Exhibit A

PPA Price – Electricity Rates and Escalation Adjustments

For any year of this PPA, the PPA Price payable by the Borough is the sum of Sections (a) and (b) below (after the escalation percentage factor in Section (b) below is converted into a dollar amount for the applicable year of computation). For the period prior to the first anniversary of the Commencement Date, the amount in Section (b) below shall be \$0.

(a) Cost of Electricity, per kWh, pursuant to the PPA, for the first year of the Agreement: _____ \$ / kWh.

(b) Annual escalation (expressed as a fixed percentage increase from the prior year's PPA Price): _____ (%). This escalation factor commences on the first anniversary of the Commencement Date of this PPA and ends at the end of the term of this PPA.

(c) The Parties further agree that although the percentage of escalation is fixed in Section (b), since it is based on the prior year's PPA Price, which is itself increasing on an annual basis, the actual dollar amount of each year's escalation increases.

(d) The Parties further agree that in no event shall the PPA Price in any year of this PPA exceed the total price of electricity (including all applicable fees, charges, taxes and other items typically included in a similar commercial utility bill) that would be available to the Borough from the Local Electric Utility Provider.

EXHIBIT B

ACCESS EASEMENT (IF APPLICABLE)

EXHIBIT C
POINT OF DELIVERY

Prepared by:

Lorraine C. Staples, Esq.

ACCESS EASEMENT

THIS INDENTURE made this _____ day of _____ 2011

BETWEEN

THE BOROUGH OF WASHINGTON, IN THE COUNTY OF WARREN, a municipal corporation of the State of New Jersey, having its principal office at 100 Belvidere Avenue, Washington, New Jersey, 07882, hereinafter referred as the “**Grantor**” or “**Borough.**”

AND

Name:

Address:

hereinafter designated as the “**Grantee**” or “**Power Provider.**”

WITNESSETH:

WHEREAS, the **Borough** wishes to expand its use of renewable energy for its buildings in order to take advantage of the environmental and financial benefits associated with renewable energy sources, and to reduce the Borough’s cost for purchasing electricity; and

WHEREAS, the **Power Provider** was the successful bidder on the Borough’s request for the submission of bids to supply renewable-energy based electricity for the Borough’s Wastewater Treatment Plant and Department of Public Works Garage (the “**Facilities**”), both on Borough property (the “**Property**”); and

WHEREAS, the **Borough** and **Power Provider** have entered into a Power Purchase Agreement (“**PPA**”), a copy of which is attached as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, the **Grantor**, in recognition of the benefit to its property from the Grantee’s proposal to provide Class I renewable energy based electricity to the Borough Facilities, and for \$1 and other good and valuable consideration the receipt whereof is acknowledged, does by these presents grant and convey to the Grantee, the following easement over a portion of Grantor’s property identified below and described in the attached Exhibit B

(the "Easement Area") to permit Grantee to construct and install the facilities required to enable Grantee to provide electricity to the Borough Facilities as provided for in the PPA.

Property Description:

Being and intended to describe a portion of Lot ____, Block __ and Lot ____, Block ____ on the Tax Map of the Borough of Washington, as more particularly described and shown in Exhibit B.

Access Easement:

For and during the term of the PPA, the Power Provider, on the Borough's Property and without prior notice to the Borough, may locate equipment and materials and conduct construction work consistent with the purposes of the PPA. This easement shall remain in effect until such time as the PPA terminates. Power Provider agrees that it shall cause minimal intrusion to the Borough in the Borough's enjoyment of the use of the remainder of its property while this Easement is in effect.

General Conditions:

At the termination of the PPA and regarding Grantor's property in the Easement Area, the Power Provider shall take up and remove all objects grown or placed on the property and restore the premises of Grantor to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn; and in default thereof, Grantor may do the same at the cost and expense of Grantee, which Grantee agrees to pay upon presentation of the bill therefore. Grantor shall have thirty (30) days after the termination of the PPA to perform the work required by this paragraph.

Grantee agrees that no buildings or structures of any type, except those required for the delivery of electrical power to the Borough Facilities, shall be erected in the Easement Area. Grantee shall keep the Easement Area at all times in a clean and sightly condition to the full satisfaction of Grantor and prevent the accumulation of garbage or debris anywhere in the Easement Area.

Grantee shall obtain the prior written consent of the Grantor for any excavation, removal of soil or addition of fill in the Easement Area, which consent shall not be unreasonably withheld.

Grantee shall comply with the regulations and requirement of all public or governmental body exercising control over the licensed premises, and secure and pay for all necessary permits or consents, and pay any and all license fees required for the use of the Easement Area for the delivery of electrical power to the Borough Facilities.

Grantee shall assume all risks of and liability for and shall indemnify, defend, protect and save harmless, and hereby releases Grantor and each of its officials, officers, agents, and employees, and its successors and assigns, from and against any and all liability, losses, injuries, deaths, damages, claims, demands, suits, actions, fees, costs, charges, or judgments which may in any manner arise out of, or result from any and all phases of the use and occupancy of the Easement Area, whether occasioned by Grantee, or by any employee, licensee, invitee or agent of Grantee or by Grantor or its employees or any other person or persons. This obligation shall survive the termination of this Easement.

Grantor reserves to itself, its successors and assigns, the right to use the Easement Area for _____ during the term of this Easement.

Grantor's Representations and Acknowledgment:

Grantor has good and marketable title to the property upon which this Easement is granted, has the right to convey this Easement, and the Easement Area is free and clear of encumbrances of record which would interfere with the intended use by Grantee.

Grantor acknowledges and affirms that the easement granted hereunder shall be binding upon his heirs, successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if a corporation, has caused these presents to be executed by the grantor's proper corporate officers the day and year first above written.

Witness: _____ Grantor(s): _____
(Signature) (Signature)

(typed or printed) (typed or printed)

Address: _____

STATE OF NEW JERSEY
COUNTY OF WARREN: SS

I CERTIFY that on _____, 20____, KRISTINE BLANCHARD personally came before me and acknowledged under oath, to my satisfaction, that she:

- (a) she is the Clerk of the Borough of Washington, the municipality named in this document;
- (b) she is the attesting witness to the signing of this document by the proper municipal officer who is the Mayor of the Borough of Washington;
- (c) this document was signed and delivered by the Borough of Washington as its voluntary act duly authorized by a proper resolution or ordinance of its governing body;
- (d) she knows the proper seal of the municipality which was affixed to this document;
- (e) she signed this proof to attest to the truth of these facts.

Kristine Blanchard, Attesting Witness

Signed and sworn to before me
this _____ day of _____, 20____

EXHIBIT A
[POWER PURCHASE AGREEMENT]

EXHIBIT B
DESCRIPTION OF LANDS DEDICATED FOR ACCESS EASEMENT

S:\BOW - Washington Community Solar\Access Easement.doc

RESOLUTION # 178-2011

**A RESOLUTION TO REFUND OVERPAYMENT OF 2011
REAL ESTATE TAXES DUE TO EXEMPT STATUS**

WHEREAS, according to the Tax Collector's records, there is an overpayment of \$864.35 on 2nd Quarter 2011 Taxes paid on property located at 254 W Warren Street, also known as Block 14 Lot 12 and assessed in the name of Zimmer, Larry J; and

WHEREAS, the property owner has qualified for Exempt Veteran Status in the year 2011 as of April 12, 2011, which has created the overpayment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey, to hereby authorize the Tax Collector to refund the amount of \$864.35 payable to: Larry J Zimmer, 54 W Stewart Street, Washington, NJ 07882.

The above Resolution was moved by _____, seconded
by _____, voted and carried this 18th day of October, 2011.

Roll Call: Ayes:

 Nays:

 Abstentions:

Kristine Blanchard, RMC

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

RESOLUTION # 179-2011

RECREATION COMMITTEE

WHEREAS, the Borough of Washington, Warren County, New Jersey is governed by Plan "E" of Municipal Charter Law; and

WHEREAS, under this plan the Mayor of the Borough of Washington is to appoint the members of the Recreation Committee with the consent of the Borough Council; and

WHEREAS, the Mayor has designated the following person his appointee;

WHEREAS, the Council does approve of this appointment.

NOW THEREFORE BE IT RESOLVED, that the following named person is appointed to the Recreation Committee for a term ending 12/31/2015

Jesica Olmos

Kristine Blanchard, RMC
Borough Clerk

From: jessica.olmos@gmail.com
Subject: Borough Volunteer Application
Date: Thu, September 8, 2011 2:47 pm
To: kblanchard@washingtonboro-nj.org

Visitor's IP: [REDACTED]
The following information was snet using the Borough online volunteer form - F003

Name: Jessica Olmos
Phone Home: [REDACTED]
Phone Business:
Address: [REDACTED] Washington NJ 07882

E Mail Address: [REDACTED]
Confirm E MailAddress: [REDACTED]

Resided Years: 4
Resided Months: 5
Educational Level: Bachelor Degree
Employment or Educational Speciality: Computer Engineer
Experience Position held and Years of : Working for Openwave Systems Inc, for the last 11 years as a Senior Consultant.
Civic Organizationa: N/A

Areas of Interest
Planning:
Finance:
Recreation: I am interested in this area
Education:
Fire:
Public Works:
Solid Waste:
Energy Conservation:
Public Safety:
Emergency Medical:
Community Development:
Communications:
Sewers and Storm Drains:
General Government:

P.O. Type: All
 Format: Detail with Line Item Notes
 Range: 1-05-55-000-000 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
 Held: N Aprv: Y Void: N
 Bid: Y State: Y Other: Y
 Received Date Range: 10/05/11 to 12/31/11
 Include Non-Budgeted: Y

| Budget Account | Description | Item Description | Amount | Stat/Chk | Enc Date | First Rcvd Date | Chk/Void Date | Invoice | PO Type |
|----------------------------|--|--|-----------|----------|----------|-----------------|---------------|-------------|---------|
| Fund: SEWER OPERATING FUND | | | | | | | | | |
| 1-05-55-502-000-028 | SEWER OPERATING Contractual Svcs | | | | | | | | B |
| 11-00962 | 2 USFILT VEOLIA WATER | SEPT 2011 SEWER OPER. & MAINT | 59,653.19 | A | | 09/15/11 | 10/12/11 | 00007603 | |
| | Tracking Id: 3712 | water & wastewater Operations (Non-Exempt) | | | | | | | |
| 11-00962 | 3 USFILT VEOLIA WATER | SEPT 2011 MEADOWS DEVELOPMENT | 206.77 | A | | 09/15/11 | 10/12/11 | 00007603 | B |
| | Tracking Id: 3712 | water & wastewater Operations (Non-Exempt) | | | | | | | |
| | LIFT STATION | | | | | | | | |
| | | | ----- | | | | | | |
| | | | 59,859.96 | | | | | | |
| 1-05-55-502-000-030 | Material and Supplies | | | | | | | | |
| 11-00867 | 1 AMRSOL AMERICAN SOLUTIONS FOR BUSINES #10 WINDOW ENVELOPES | | 171.75 | A | | 08/10/11 | 10/12/11 | INV00887807 | |
| | Tracking Id: 2730 | Printing Services (Non-Exempt) | | | | | | | |
| 11-00867 | 2 AMRSOL AMERICAN SOLUTIONS FOR BUSINES GROUND FREIGHT FOR ENVELOPES | | 10.00 | A | | 08/10/11 | 10/12/11 | INV00887807 | |
| | Tracking Id: 2730 | Printing Services (Non-Exempt) | | | | | | | |
| 11-00868 | 2 AMRSOL AMERICAN SOLUTIONS FOR BUSINES 50 TAX SALE CERTIFICATES-SWR | | 10.00 | A | | 08/10/11 | 10/12/11 | | |
| | Tracking Id: 2730 | Printing Services (Non-Exempt) | | | | | | | |
| 11-00868 | 3 AMRSOL AMERICAN SOLUTIONS FOR BUSINES SEWER PAYMENT STICKERS | | 31.00 | A | | 08/10/11 | 10/12/11 | | |
| | Tracking Id: 2730 | Printing Services (Non-Exempt) | | | | | | | |
| 11-00868 | 5 AMRSOL AMERICAN SOLUTIONS FOR BUSINES MUNICIPAL LIEN SEARCH-SWR | | 19.97 | A | | 08/10/11 | 10/12/11 | | |
| | Tracking Id: 2730 | Printing Services (Non-Exempt) | | | | | | | |
| 11-00868 | 8 AMRSOL AMERICAN SOLUTIONS FOR BUSINES FREIGHT - SEWER | | 9.95 | A | | 10/12/11 | 10/12/11 | | |
| | Tracking Id: 2730 | Printing Services (Non-Exempt) | | | | | | | |
| 11-00999 | 1 DELL DELL MARKETING L.P. | REPLACEMENT COMPUTERS - SEWER | 4,368.00 | A | | 09/27/11 | 10/13/11 | XFJFD3R8 | |
| | Tracking Id: 800 | Computer Hardware & Peripherals Maint (Exempt) | | | | | | | |
| | | | ----- | | | | | | |
| | | | 4,620.67 | | | | | | |
| 1-05-55-502-000-071 | SEWER OPERATING Utilities-Electricity | | | | | | | | |
| 11-00629 | 7 GPU JCP&L | 8/26-9/26/11 S PROSPECT PUMP | 8.15 | A | | 06/10/11 | 10/13/11 | | B |
| | Tracking Id: 3611 | Utilities - Electric (Exempt) | | | | | | | |

| Budget Account | Description | Item Description | Amount | Stat/Chk | First Enc Date | RCvd Date | Chk/Void Date | PO Type |
|----------------|---|--|-----------|----------|----------------|-----------|---------------|---------|
| P.O. Id | Item Vendor | | | | | | | |
| 11-00629 | 8 GPU JCP&L STATION Tracking Id: 3611 | 9/10-10/10/11 RAMAPO WAY Utilities - Electric (Exempt) | 15.35 | A | 06/10/11 | 10/13/11 | | B |
| 11-00629 | 9 GPU JCP&L Tracking Id: 3611 | 8/19-9/19/11 KINNAMAN AVE Utilities - Electric (Exempt) | 35.24 | A | 06/10/11 | 10/13/11 | | B |
| | | | 58.74 | | | | | |
| | | Department Total: | 64,539.37 | | | | | |
| | | CAFR Total: | 64,539.37 | | | | | |
| | | Fund Total: SEWER OPERATING FUND | 64,539.37 | | | | | |
| | | Year Total: | 64,539.37 | | | | | |

Total P.O. Items: 12 Total List Amount: 64,539.37 Total Void Amount: 0.00

| Fund Description | Fund | Budget Total |
|----------------------|------|--------------------|
| SEWER OPERATING FUND | 1-05 | 64,539.37 |
| Total of All Funds: | | ===== 64,539.37 |

| 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 | Invoice | 1099 | Excl |
|---------------|---|--|-----------|------------------|----------------|--|----------|------------|----------|------|----------|-----------|------|------|
| | Tracking Id: 800 | Computer Hardware & Peripherals Maint (Exempt) | | | | | A | 09/27/11 | 10/13/11 | | | XFJ7FD3R8 | N | |
| | 10 FIRE OFFICIAL | 1,092.00 T-14-00-886-000-000 | 1,092.00 | | | B Dedicated Fire Safety Penalties | | | | | | | | |
| | Tracking Id: 800 | Computer Hardware & Peripherals Maint (Exempt) | | | | | | | | | | | | |
| | PER 9/26/11 QUOTE FROM DELL | | | | | | | | | | | | | |
| | QUOTE # 598642506 | | | | | | | | | | | | | |
| | Customer # 5420724 | | | | | | | | | | | | | |
| | Contract # WN88ABZ | | | | | | | | | | | | | |
| | | | 9,828.00 | | | | | | | | | | | |
| | Vendor Total: | | 9,828.00 | | | | | | | | | | | |
| | FERRAIOL FERRAIOLI, WIELKOTZ, CERULLO | | | | | | | | | | | | | |
| | 11-00396 04/04/11 2011 MUNICIPAL AUDITOR SERVICE C1-00002 C | | | | | | | | | | | | | |
| | 2 2011 MUNICIPAL AUDITOR SERVICE | 12,425.00 1-01-20-135-000-028 | 12,425.00 | | | B AUDIT SERVICES Contractual Svcs | A | 04/04/11 | 10/13/11 | | | #2 | N | |
| | Tracking Id: 2860 | Professional Services -Auditing (Exempt) | | | | | | | | | | | | |
| | FOR YEAR ENDING DECEMBER 31, 2011 | | | | | | | | | | | | | |
| | Vendor Total: | | 12,425.00 | | | | | | | | | | | |
| | FINELL FINELLI CONSULTING ENGINEERS | | | | | | | | | | | | | |
| | 11-01031 10/07/11 P&P eng serv 8/28-9/17/11 | | | | | | | | | | | | | |
| | 1 8/28-9/17/11 P&P OF WASHINGTON | 230.00 T-13-00-687-000-000 | 230.00 | | | B P & P OF WASHINGTON LLC | A | 10/07/11 | 10/13/11 | | | 20061 | N | |
| | Tracking Id: 2780 | Professional Services - Engineering (Exempt) | | | | | | | | | | | | |
| | ENGINEERING SERVICES | | | | | | | | | | | | | |
| | 11-01032 10/07/11 Quick Chek eng serv 8/28-9/17/11 | | | | | | | | | | | | | |
| | 1 8/28-9/17/11 QUICK CHEK | 57.50 T-13-00-681-000-000 | 57.50 | | | B QUICK CHEK CORPORATION | A | 10/07/11 | 10/13/11 | | | 20059 | N | |
| | Tracking Id: 2780 | Professional Services - Engineering (Exempt) | | | | | | | | | | | | |
| | ENGINEERING SERVICES | | | | | | | | | | | | | |
| | 11-01033 10/12/11 Eng serv to BOA 8/28-9/17/11 | | | | | | | | | | | | | |
| | 1 Eng serv to BOA 8/28-9/17/11 | 28.75 1-01-21-185-000-028 | 28.75 | | | B BOARD OF ADJ Contractual Svcs | A | 10/12/11 | 10/12/11 | | | 20062 | N | |
| | Tracking Id: 2780 | Professional Services - Engineering (Exempt) | | | | | | | | | | | | |
| | ENGINEERING SERVICES | | | | | | | | | | | | | |
| | 11-01035 10/12/11 8/31/11 washington cemetery | | | | | | | | | | | | | |
| | 1 8/31/11 washington cemetery | 28.75 T-13-00-698-000-000 | 28.75 | | | B Washington Cemetery Association Inc. | A | 10/12/11 | 10/12/11 | | | 20062 | N | |

BOROUGH OF WASHINGTON
Purchase Order Listing By Vendor Name

10/13/11
13:10:05

| 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 |
| WBPAY WASH. BOROUGH PAYROLL ACCOUNT | | | | | | | | | | |
| 11-01050 10/13/11 COVER PAYROLL OF 10/14/11 | | | | | | | | | | |
| 1 GENERAL ADMIN.-F.T.-10/14 PAY | Payroll | 4,992.42 | 1-01-20-100-000-011 | B GENERAL ADMIN Full Time | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |
| Tracking Id: 2560 | (General) | (Exempt) | | | | | | | | |
| 2 CLERK-F.T.-10/14 PAYROLL | Payroll | 2,994.08 | 1-01-20-120-000-011 | B CLERK - Full Time | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |
| Tracking Id: 2560 | (General) | (Exempt) | | | | | | | | |
| 3 CLERK-P.T.-10/14/11 PAYROLL | Payroll | 62.50 | 1-01-20-120-000-012 | B CLERK Part Time | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |
| Tracking Id: 2560 | (General) | (Exempt) | | | | | | | | |
| 4 FIN.ADMIN.-P.T.-10/14/11 PAY | Payroll | 1,086.22 | 1-01-20-130-000-012 | B FINANCIAL ADMINISTRATION-PART TIME | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |
| Tracking Id: 2560 | (General) | (Exempt) | | | | | | | | |
| 5 FIN.ADM.-F.T.-10/14/11 PAYR. | Payroll | 2,693.96 | 1-01-20-130-000-011 | B FINANCIAL ADMIN Full Time | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |
| Tracking Id: 2560 | (General) | (Exempt) | | | | | | | | |
| 6 TAX COLLECTION-F.T. 10/14 PAY | Payroll | 6,555.80 | 1-01-20-145-000-011 | B TAX COLLECTION Full Time | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |
| Tracking Id: 2560 | (General) | (Exempt) | | | | | | | | |
| 7 TAX ASSESSMENT-P.T. 10/14 PAY | Payroll | 1,153.09 | 1-01-20-150-000-012 | B TAX ASSESSMENT Part Time | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |
| Tracking Id: 2560 | (General) | (Exempt) | | | | | | | | |
| 8 PLANNING BOARD-P.T. 10/14 PAY | Payroll | 155.32 | 1-01-21-180-000-012 | B PLANNING BOARD Part Time | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |
| Tracking Id: 2560 | (General) | (Exempt) | | | | | | | | |
| 9 BD. OF ADJUST.-P.T. 10/14 PAY | Payroll | 84.00 | 1-01-21-185-000-012 | B BOARD OF ADJ Part Time | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |
| Tracking Id: 2560 | (General) | (Exempt) | | | | | | | | |
| 10 LOCAL CODE ENF.-P.T. 10/14 PAY | Payroll | 990.00 | 1-01-22-195-000-011 | B LOCAL CODE ENF Full Time | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |
| Tracking Id: 2560 | (General) | (Exempt) | | | | | | | | |
| 11 EMERGENCY MGMT.-P.T. 10/14 PAY | Payroll | 100.00 | 1-01-25-252-000-012 | B EMERGENCY MGMT Part Time | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |
| Tracking Id: 2560 | (General) | (Exempt) | | | | | | | | |
| 12 FIRE & SAFETY-P.T. 10/14 PAY | Payroll | 695.31 | 1-01-25-265-000-012 | B FIRE & SAFETY CODE ENF Part Time | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |
| Tracking Id: 2560 | (General) | (Exempt) | | | | | | | | |
| 13 STR. & RDS.-F.T. 10/14 PAYR. | Payroll | 12,992.52 | 1-01-26-290-000-011 | B STREETS & ROADS Full Time | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |
| Tracking Id: 2560 | (General) | (Exempt) | | | | | | | | |
| 14 STR. & RDS.-SEASONAL-10/14 PAY | Payroll | 342.00 | 1-01-26-290-000-013 | B STREETS & ROADS Seasonal | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |
| Tracking Id: 2560 | (General) | (Exempt) | | | | | | | | |
| 15 BLDGS. & GRNDS.-P.T. 10/14 PAY | Payroll | 464.74 | 1-01-26-310-000-012 | B BUILDINGS & GROUNDS Part Time | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |
| Tracking Id: 2560 | (General) | (Exempt) | | | | | | | | |
| 16 SHADE TREE-P.T. 10/14 PAYROLL | Payroll | 38.92 | 1-01-26-313-000-012 | B SHADE TREE COMMISSION Part Time | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |
| Tracking Id: 2560 | (General) | (Exempt) | | | | | | | | |
| 17 ANIMAL CONTROL-P.T.-10/14 PAY | Payroll | 419.08 | 1-01-27-340-000-012 | B ANIMAL CONTROL Part Time | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |
| Tracking Id: 2560 | (General) | (Exempt) | | | | | | | | |
| 18 LIBRARY-F.T. 10/14 PAYROLL | Payroll | 2,848.20 | 1-01-29-390-000-011 | B MUNICIPAL LIBRARY Full Time | P | 4643 | 10/13/11 | 10/13/11 | 10/13/11 | N |

| Vendor # Name | PO # PO Date Description | Item Description | Contract PO Type | Amount | Charge Account | Acct Type Description | Stat/Chk | Enc Date | First Rcvd Date | Chk/Void Date | Invoice | 1099 Excl |
|---------------|---|------------------|------------------|----------|---------------------|--|----------|----------|-----------------|---------------|---------|-----------|
| | Tracking Id: 3315 SUI/SDI | | | | | | | | | | | |
| | 2 DISABILITY-3RD QTR. 2011 | | | 708.65 | T-18-00-001-000-000 | B SUI (Unemployment) Trust | A | 10/13/11 | 10/13/11 | 10/13/11 | | N |
| | Tracking Id: 3315 SUI/SDI | | | | | | | | | | | |
| | 3 FAMILY LEAVE INS.-3RD QTR.'11 | | | 70.87 | T-18-00-001-000-000 | B SUI (Unemployment) Trust | A | 10/13/11 | 10/13/11 | 10/13/11 | | N |
| | Tracking Id: 3315 SUI/SDI | | | | | | | | | | | |
| | | | | 2,108.24 | | | | | | | | |
| | Vendor Total: | | | 5,271.36 | | | | | | | | |
| | WAONE WASHINGTON ONE STOP INC. | | | | | | | | | | | |
| | 11-00751 07/11/11 GENERAL SUPPLIES | | | | | | | | | | | |
| | 4 CAULK | | | 9.48 | 1-01-26-290-000-030 | B STREETS & ROADS Materials/Supplies | A | 07/11/11 | 10/12/11 | 10/12/11 | 038679 | N |
| | Tracking Id: 1250 | | | | | | | | | | | |
| | 5 ADAPTER AND SOCKET | | | 10.43 | 1-01-26-290-000-030 | B STREETS & ROADS Materials/Supplies | A | 07/11/11 | 10/12/11 | 10/12/11 | 038798 | N |
| | Tracking Id: 1250 | | | | | | | | | | | |
| | | | | 19.91 | | | | | | | | |
| | 11-00964 09/15/11 SUPPLIES FOR THE POOL | | | | | | | | | | | |
| | 5 KEY | | | 1.12 | T-16-00-858-000-814 | B PARKS & PLAYGROUNDS Materials & Supplies | A | 09/15/11 | 10/12/11 | 10/12/11 | 038736 | N |
| | Tracking Id: 2700 | | | | | | | | | | | |
| | 6 4/BAGS OF SAND | | | 17.83 | T-16-00-858-000-814 | B PARKS & PLAYGROUNDS Materials & Supplies | A | 09/15/11 | 10/12/11 | 10/12/11 | 038340 | N |
| | Tracking Id: 2700 | | | | | | | | | | | |
| | 7 FASTENERS & BARREL BOLT | | | 9.07 | T-16-00-858-000-814 | B PARKS & PLAYGROUNDS Materials & Supplies | A | 09/15/11 | 10/12/11 | 10/12/11 | 038760 | N |
| | Tracking Id: 2700 | | | | | | | | | | | |
| | 8 DRAIN CLEANER | | | 14.98 | T-16-00-858-000-814 | B PARKS & PLAYGROUNDS Materials & Supplies | A | 09/15/11 | 10/13/11 | 10/13/11 | 038894 | N |
| | Tracking Id: 2700 | | | | | | | | | | | |
| | | | | 43.00 | | | | | | | | |
| | Vendor Total: | | | 62.91 | | | | | | | | |

Total Purchase Orders: 62 Total P.O. Line Items: 108 Total List Amount: 195,750.46 Total Void Amount: 0.00

| Fund Description | Fund | Budget Total | Revenue Total |
|-------------------------|------|--------------|---------------|
| OPERATING FUND | 1-01 | 187,250.74 | 0.00 |
| ANIMAL CONTROL FUND | T-12 | 1,333.20 | 0.00 |
| DEVELOPER'S ESCROW FUND | T-13 | 2,020.24 | 0.00 |
| TRUST OTHER FUND | T-14 | 1,092.00 | 0.00 |
| RECREATION TRUST | T-16 | 1,946.04 | 0.00 |
| UNEMPLOYMENT TRUST FUND | T-18 | 2,108.24 | 0.00 |
| Year Total: | | 8,499.72 | 0.00 |
| Total of All Funds: | | 195,750.46 | 0.00 |