

**BOROUGH OF WASHINGTON, WARREN COUNTY, NEW JERSEY  
WASHINGTON BOROUGH COUNCIL MINUTES – December 30, 2013**

The Regular Meeting of the Borough Council of Washington, Warren County, New Jersey was held in the Council Chambers of Borough Hall at 7:00 P.M.

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 led everyone in the flag salute.

Roll Call: Jones, Thompson, McDonald, Conry, Higgins, Gleba  
(Arrived at 7:05pm), Torres (Arrived at 7:10pm).

Also Present: Kristine Blanchard, Borough Manager/Clerk, Judy Kopen,  
Municipal Attorney

**MINUTES:**

**Regular Meeting – November 6, 2013 and November 25, 2013**

Motion made by Higgins, seconded by Conry to approve the Regular Meeting minutes of November 6, 2013 and November 25, 2013.

Council Discussion:

Councilman Higgins noted that he was marked absent in error on page one of the November 25, 2013 minutes. Councilman Thompson should have been marked as absent.

Ayes: 6 Nays: 0  
Motion Carried

**AUDIENCE:**

Ms. Robin Klimko – 35 West Marble Street

Ms. Klimko stated that there were issues with South Prospect Street during the last snow storm. The snow removal was inadequate and the street was impassable. Ms. Klimko called the Washington Township Police to have the DPW come plow South Prospect

Street again and she stated that they did not return. Ms. Klimko add that she called Borough Hall multiple times trying to get DPW to return to plow South Prospect Street. Ms. Klimko added that with the lifting of the no parking restriction, there is a serious problem on South Prospect Street. Ms Klimko commented that there should be no parking in the cul de sac at all. Ms. Klimko stated that there used to be a no parking sign there but it was knocked down and never replaced. There is also an issue with garbage trucks, fire trucks and EMS vehicles being able to fit down South Prospect Street if cars are parked there. Councilwoman Gleba replied that the Streets Committee is working on recommending streets within the Borough where parking should not be allowed and believed South Prospect Street is one of the recommended streets.

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

Ayes: 7, Nays: 0  
Motion Carried

### **REPORTS:**

A motion was made by Higgins, seconded by Gleba to receive and file the following reports:

1. Health Department
2. CFO Expenditure Report
3. Recreation Monthly Expense Report – November
4. Code Enforcement Report - November

Council Discussion:

Councilman Higgins noted that the third item listed on the Warren County Health Department Report stated that this matter was referred to the municipal enforcement official. Councilman Higgins asked the Code Enforcement Officer to get in touch with him in regards to this matter.

Ayes: 7, Nays: 0  
Motion Carried

### **CORRESPONDENCE:**

Mayor McDonald stated that he added two pieces of correspondence to Council's mailboxes. First, a letter from Logan McPherson asking for support in his "People to People" campaign, to become a student ambassador exploring Europe. Also, from the Township of Pohatcong, they are looking for support with a resolution that they recently passed which is urging legislature to implement a water usage tax.

A motion was made by Gleba, seconded by Torres to receive and file the correspondence.

Ayes: 7, Nays: 0  
Motion Carried

**COMMITTEE REPORTS:**

**Sewer Committee**

Councilman Higgins stated that the Sewer Committee had a meeting on December 20<sup>th</sup> which included the Sewer Engineer, Mr. Chris Jepson and Mr. Kevin Shoudt from Veolia. There are some items that need to be addressed within the next twelve months. Mr. Jepson recommended to take the homes on South Prospect Street and replace their laterals out the back side of their houses which will bypass the siphon. This will take pressure off the flow that goes down South Prospect. Also, there is a portion of Marble Street that Mr. Jepson recommended replacing pipe and putting a different pitch on the pipes. Also, Mr. Jepson recommended replacing the lateral on Gardener's Court. This work would be done at no cost to the property owners. Mr. Jepson needs to investigate to determine the depths of the current sewer laterals in order to accomplish this project.

Councilman Higgins also stated that Mr. Jepson proposed a not to exceed \$1,500 to have a geological engineer take a look at the stream bank restoration. This will provide a rough idea if what it will take to fix the ongoing problems. Councilman Higgins added that the next Sewer Committee meeting is scheduled for January 16<sup>th</sup> at 4:30pm.

A motion was made by Higgins to approve the not to exceed \$1,500 for the geological study of the Shabecong Creek and include it in the temporary budget for 2014, seconded by Jones.

Roll Call: Gleba, Thompson, Torres, Jones, Conry, McDonald,  
Higgins  
Ayes: 7, Nays: 0  
Motion Carried

**OLD BUSINESS:**

Nuisance Ordinance – Discussion

Councilman Torres provided Council with some additional research in regards to long term vacant buildings. Councilman Torres added that it is a lot of information to go through and he would like to discuss this topic in January after the Reorganization Meeting.

**NEW BUSINESS:**

Statement of Support for the Guard and Reserve

**We** recognize the Guard and Reserve are essential to the strength of our nation and the well-being of our communities.

**In** the highest American tradition, the patriotic men and women of the Guard and Reserve serve voluntarily in an honorable and vital profession. They train to respond to their community and their country in time of need. They deserve the support of every segment of our society.

**If** these volunteer forces are to continue to serve our nation, increased public understanding is required of the essential role of the Guard and Reserve in preserving our national security.

**Therefore, we join other employers in pledging that:**

- We fully recognize, honor and enforce the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- Our managers and supervisors will have the tools they need to effectively manage those employees who serve in the Guard and Reserve.
- We appreciate the values, leadership and unique skills service members bring to the workforce and will encourage opportunities to hire Guardsmen, Reservists, and Veterans.
- We will continually recognize and support our country's service members and their families in peace, in crisis, and in war.

A motion made by Higgins, seconded by Torres and approved.

Ayes: 7, Nays: 0  
Motion Carried

Resolution #209-2013 – Redemption of Tax Sale Certificate

**RESOLUTION #209-2013**

**A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE**

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

**KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS,** lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 25, 2012 to FWDSL & Associates LP, 5 Cold Hill Road S Ste:11, Mendham, NJ 07945, in the amount of \$2,886.29 for taxes or other municipal liens assessed for the year 2011 in the

name of Kropywnyckyj, Lucas as supposed owner, and in said assessment and sale were described as 6 Cleveland Street, Block 30.01 Lot 11, which sale was evidenced by Certificate #12-00026; and

**WHEREAS**, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 11-25-13 and before the right to redeem was cut off, as provided by law, Lucas Kropywnyckyj, claiming to have an interest in said lands, did redeem said lands claimed by FWDSL & Associates LP by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$20,061.90 which is the amount necessary to redeem Tax Sale Certificate #12-00026.

**NOW THEREFORE BE IT RESOLVED**, on this 30<sup>th</sup> day of December, 2013 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to FWDSL & Associates LP, 5 Cold Hill Rd S Ste:11, Mendham, NJ 07945 in the amount of **\$34,561.90** (this amount consists of \$20,061.90 Certificate Amount redeemed + \$14,500.00 Premium)

Resolution #210-2013 – Redemption of Tax Sale Certificate

**RESOLUTION #210-2013**

**A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE**

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

**KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS**, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on December 15, 2011 to Brian Allen, 510 Center Street, Hackettstown, NJ 07840, in the amount of \$684.40 for taxes or other municipal liens assessed for the year 2010 in the name of Kropywnyckyj, Lucas as supposed owner, and in said assessment and sale were described as 6 Cleveland Street, Block 30.01 Lot 11, which sale was evidenced by Certificate #11-00010; and

**WHEREAS**, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 11-25-13 and before the right to redeem was cut off, as provided by law, Lucas Kropywnyckyj, claiming to have an interest in said lands, did redeem said lands claimed by Brian Allen by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$2,561.80 which is the amount necessary to redeem Tax Sale Certificate #11-00010.

**NOW THEREFORE BE IT RESOLVED**, on this 30<sup>th</sup> day of December, 2013 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to Brain Allen, 510 Center Street, Hackettstown, NJ 07840 in the amount of **\$2,561.80**.

Resolution #211-2013 – Redemption of Tax Sale Certificate

**RESOLUTION #211-2013**

**A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE**

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

**KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS,** lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on December 5, 2013 to FWDSL & Associates LP, 5 Cold Hill Rd S Ste:11, Mendham, NJ 07945, in the amount of \$653.08 for taxes or other municipal liens assessed for the year 2012 in the name of Dyson, Cornelius as supposed owner, and in said assessment and sale were described as 134 Belvidere Avenue, Block 29 Lot 15, which sale was evidenced by Certificate #13-00019; and

**WHEREAS,** the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 12-13-13 and before the right to redeem was cut off, as provided by law, Cornelius Dyson claiming to have an interest in said lands, did redeem said lands claimed by FWDSL & Associates LP by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$666.14 which is the amount necessary to redeem Tax Sale Certificate #13-00019.

**NOW THEREFORE BE IT RESOLVED,** on this 30<sup>th</sup> day of December, 2013 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to FWDSL & Associates LP, 5 Cold Hill Rd S Ste: 11, Mendham, NJ 07945 in the amount of **\$2,166.14** (this amount consists of \$666.14 Certificate Amount redeemed + \$1,500.00 Premium)

Resolution #212-2013 – Redemption of Tax Sale Certificate

**RESOLUTION #212-2013**

**A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE**

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

**KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS,** lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 25, 2012 to US Bank Cust, Empire V TLSG, 50 S 16<sup>th</sup> Street, Suite 1950, Philadelphia, PA 19102, in the amount of \$3,865.65 for taxes or other municipal liens assessed for the year 2011 in the name of Roland, Madeline & Vincent as supposed owners, and in said assessment and sale were described as 33 Lambert Street, Block 2.11 Lot 33, which sale was evidenced by Certificate #12-00003; and

**WHEREAS,** the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 12-18-13 and before the right to redeem was cut off, as provided by law,

Comerica Bank claiming to have an interest in said lands, did redeem said lands claimed by US Bank Cust/Empire V by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$35,515.67 which is the amount necessary to redeem Tax Sale Certificate #12-00003.

**NOW THEREFORE BE IT RESOLVED**, on this 30th day of December, 2013 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to US Bank Cust/Empire V, TLSG, 50 S 16<sup>th</sup> Street, Suite 1950, Philadelphia, PA 19102 in the amount of **\$53,715.67** (this consists of \$35,515.67 Certificate Amount redeemed + \$18,200.00 Premium).

Resolution #213-2013 – Redemption of Tax Sale Certificate

**RESOLUTION #213-2013**

**A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE**

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

**KNOW ALL PERSONS BY THESE PRESENTS, THAT, WHEREAS**, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 25, 2012 to US Bank Cust, ATR-NJ & CAPONE, 50 South 16<sup>th</sup> Street, Suite 1950, Philadelphia, PA 19102-2513, in the amount of \$2,528.19 for taxes or other municipal liens assessed for the year 2011 in the name of Davis, Staci, as supposed owner, and in said assessment and sale were described as 4 Carlton Avenue, Block 18.01 Lot 1, which sale was evidenced by Certificate #12-00016; and

**WHEREAS**, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 12-18-13 and before the right to redeem was cut off, as provided by law, Specialized Loan Servicing, LLC from Corelogic, claiming to have an interest in said lands, did redeem said lands claimed by US Bank Cust ATR-NJ & CAPONE by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$2,528.19 which is the amount necessary to redeem Tax Sale Certificate #12-00016.

**NOW THEREFORE BE IT RESOLVED**, on this 30th day of December, 2013 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to US Bank Cust ATR-NJ & CAPONE, 50 South 16<sup>th</sup> Street, Suite 1950, Philadelphia, PA 19102-2513 in the amount of **\$2,528.19**.

**BE IT FURTHER RESOLVED**, that the Tax Collector is authorized to cancel this lien on Block 18.01 Lot 1 from the tax office records.

Resolutions #209-2013, #210-2013, #211-2013, #212-2013, and #213-2013 were moved on a motion made by Higgins, seconded by Conry and approved.

Roll Call: Gleba, Thompson, Torres, Jones, Conry, McDonald,  
Higgins  
Ayes: 7, Nays: 0  
Motion Carried

Resolution #215-2013 – Authorizing the Extension of Joint Paving Equipment

**RESOLUTION #215-2013**

**A RESOLUTION AUTHORIZING THE EXTENSION OF AND  
FIRST AMENDMENT TO THE SHARED SERVICE  
AGREEMENT FOR PAVING EQUIPMENT BETWEEN THE  
TOWNSHIP OF WASHINGTON, THE TOWNSHIP OF  
FRANKLIN AND THE BOROUGH OF WASHINGTON  
(WARREN COUNTY)**

**WHEREAS**, on October 7, 1998 the Townships of Washington and Franklin (Townships) and the Borough of Washington (Borough) entered into a Shared Services Agreement for Paving Equipment, for the purpose of purchasing, maintaining and housing certain paving equipment in an effective, efficient and economical manner, which Agreement expires in 2013; and

**WHEREAS**, the Townships and Borough desire to extend the Agreement for a term of 5 years, or until December 31, 2018, and enter into a first amendment of the terms and conditions of the previously approved agreement in order to provide that the Borough become the lead agency under the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Washington that the Mayor and Clerk are authorized to execute the Extension of and First Amendment to the October 7, 1998 Shared Service Agreement for Paving Equipment between the Township of Washington and the Borough of Washington (Warren County) in substantially the form attached hereto.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution be forwarded to the Borough's Chief Financial Officer, and the Township Committees of the Townships of Washington and Franklin, and the Townships' Chief Financial Officers.

**Council Discussion:**

Councilman Higgins asked if the other municipalities involved in the agreement have paid their portion of the repairs. Manager Blanchard stated that when the equipment broke down last year, the Borough billed Franklin Township and Washington Township



for their portion and they did pay. It is Manager Blanchard's understanding that each municipality is supposed to budget \$2,000 for repairs and maintenance of the equipment.

Resolution #215-2013 was moved on a motion made by Higgins, seconded by Conry and approved.

Roll Call: Gleba, Jones, Conry, McDonald, Higgins  
Ayes: 5, Nays: (2) Thompson, Torres  
Motion Carried

Resolution #216-2013 – Authorizing Increase via Resolution for Van Cleef Engineering for the Waste Water Management Plan as required by the DEP

**RESOLUTION 216-2013**  
**AUTHORIZING 2013 INCREASE IN PROFESSIONAL SERVICES CONTRACT**  
**WITH VAN CLEEF ENGINEERING ASSOCIATES FOR MUNICIPAL WASTE**  
**WATER ENGINEERING SERVICES**

**WHEREAS**, the Borough Council of the Borough of Washington has a need to increase the contract for the services of a Municipal Waste Water Engineer as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5 as appropriate; and

**WHEREAS**, the purpose of the contract increase is for the Waste Water Management Plan update due to the Department of Environmental Protection in 2013;

**WHEREAS**, Van Cleef Engineering Associates has submitted a proposal dated August of 2013 indicating they will provide the above-referenced services at the rates listed in their fee schedule for 2013; and

**WHEREAS**, the Governing Body approved this increase in September of 2013 however for documentation purposes would like to have this memorialized by Resolution;

**WHEREAS**, The Governing Body of the Borough of Washington hereby approves the increase to the Van Cleef Engineering Associates Contract in the amount of \$15,000.00; and

**WHEREAS**, the Chief Financial Officer has certified to the Borough Clerk that funds are available in the following budget account:

3-05-55-502-000-028

**BE IT RESOLVED**, that copies of this resolution be forwarded to the Chief Financial Officer and Van Cleef Engineering Associates.

Resolution #216-2013 was moved on a motion made by Higgins, seconded by Conry and approved.

Roll Call: Gleba, Torres, Jones, Conry, McDonald, Higgins,  
Thomson  
Ayes: 7, Nays: 0  
Motion Carried

Approval of Shared Services Agreement for a Shared Municipal Court Among the Townships of Washington, Oxford, Mansfield, and the Borough of Washington.

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

**THIS AGREEMENT**, made this 30th day of December 2013, among

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

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

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

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

WITNESSETH:

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

**WHEREAS**, *N.J.S.A. 2B:12-1(c)* provides that two or more municipalities may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees

for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court; and

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

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

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

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

I. SERVICES TO BE PROVIDED

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

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

- One (1) Municipal Court Judge
- One (1) Municipal Court Administrator (Full-Time)
- Two (2) Deputy Municipal Court Administrators (Full -Time)
- Two (2) Violations Clerks (Part-Time, Not to Exceed 25 hours/week)

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

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

B. Provider shall appoint and employ all court personnel, including the Shared Municipal Court Judge, Court Administrator, Deputy Court Administrator, Prosecutor, and security personnel each of whom shall provide their services for each

respective Municipal Court Pursuant to N.J.S.A. 40A:65-11, Recipient C has prepared an Employee Reconciliation Plan and filed the Plan with the Civil Service Commission. A copy of the Employee Reconciliation Plan is attached to this Agreement. No other party to this Agreement has employees who will be affected by the terms of this Agreement.

C. Provider shall ensure that the compensation of the Shared Municipal Court Judge, Court Administrator, Deputy Court Administrator and Prosecutor, and all other personnel shall be fixed by a salary ordinance, professional services contract or collective bargaining agreement in accordance with all applicable federal, state and local laws, regulations or ordinances governing such matters. Provider shall ensure that the compensation of the Municipal Court Judge, Court Administrator, Deputy Court Administrator and Prosecutor and all other personnel shall follow the salary & wages scheduled in paragraph IV A and exhibit one, below. Salary compensation shall not be subject to a negative adjustment reflective of increases in health benefits, pensions or taxes.

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

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

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

G. If there is any future reduction in court staff for the Shared Municipal Court, the first savings shall be deducted from Recipient C's share of the salaries and wages associated with the Shared Municipal Court to be paid to Provider as set forth in paragraph IV.A. below as the full cost of an additional full-time Deputy Court Administrator to be hired by Provider has been included in Recipient C's share of those expenses.

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

## II. LOCATION AND OPERATION OF COURT

A. The day-to-day operations, record keeping and administrative functions of

the Court will be conducted at 100 Port Murray Rd., Port Murray, NJ 07865, in the facilities of the Provider.

B. The proceedings of the Court shall be held in the facilities of the Provider at 100 Port Murray Rd., Port Murray, NJ 07865. Pursuant to Court Rule 1:30-3. Shared Municipal Court sessions and the Court Office hours shall be established by the Municipal Court Judge, with approval from the Presiding Judge, Assignment Judge and Administrative Director of the Courts. The identity of each municipal court shall continue to be shown in the captions of orders and process. Each party's records, revenues, fees and fines shall be administered, reported, deposited and audited separately. Provider shall determine the appropriate signs for the Shared Municipal Court. Provider shall provide appropriate stationery for each municipal court.

III. SECURITY

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

IV. PAYMENT BY RECIPIENTS

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

Provider shall ensure that the compensation for the Shared Municipal Court personnel shall follow exhibit one (1) attached.

Salaries & Wages	2014	2015	2016	
Provider	\$139,151.00	\$145,095.00	\$151,387.00	
Recipient A	\$99,394.00	\$103,639.00	\$108,134.00	
Recipient B	\$29,597.00	\$30,861.00	\$32,200.00	
Recipient C	\$173,608.00	\$181,023.00	\$188,874.00	
Subtotal	\$441,750.00	\$460,619.00	\$480,595.00	

B.

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

Other Expenses				
	2014	2015	2016	
Provider	\$6,326.00	\$6,643.00	\$6,975.00	
Recipient A	\$4,543.00	\$4,770.00	\$5,009.00	
Recipient B	\$1,329.00	\$1,396.00	\$1,465.00	
Recipient C	\$4,627.00	\$4,858.00	\$5,101.00	
Subtotal	\$16,826.00	\$17,667.00	\$18,550.00	

C. Extra Ordinary Expense to include but not limited to: New Copy Machine; New Computer; Four (4) Camera's, New Carpet for foyer and court room.

Other Expenses				
	2014	2015	2016	
Provider	\$4,192.00	\$3,137.71	\$3,137.71	
Recipient A	\$3,010.00	\$2,253.15	\$2,253.15	
Recipient B	\$881.00	\$659.26	\$659.26	
Recipient C	\$3,066.00	\$2,294.88	\$2,294.88	
Subtotal	\$11,148.00	\$8,345.00	\$8,345.00	

#### DISTRIBUTION OF REVENUE

A. Beginning on the effective date of this Agreement, Provider, pursuant to state law, shall collect for each Recipient fines, court costs, and any other revenue ("Court Related Revenue") attributable to that Recipient's municipal court. Receipts of Court Related Revenue shall be recorded by Provider's court personnel in accordance with applicable federal, state, local, and Administrative Office of the Courts ("AOC") laws, standards or guidelines. The Court Administrator and each member of the Shared Court will execute all necessary documentation to establish respective bank accounts. Monthly Court Related Revenue shall be distributed to each Recipient's Chief Financial Officer at the end of each month along with a report identifying the sources of that month's distribution.

#### V. REPORTING

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

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

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

#### VI. BOOKS AND AUDITS

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

#### VII. RECORDS

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

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

#### VIII. INSURANCE & INDEMNIFICATION

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

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

against the employee, arising out of any act or omission of the employee, including but not limited to Workers Compensation claims, claims under the New Jersey Tort Claims Act, and State and Federal Civil Rights actions.

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

IX. TERM OF AGREEMENT

This Shared Services Agreement shall commence January 1, 2014, subject to approval by the Assignment Judge, and terminate December 31, 2016.

X. EARLY TERMINATION

Any Recipients may terminate their participation in the agreement prior to the end of the term with no financial penalty being imposed, provided that (1) written notice of termination is given to all parties six (6) months in advance of the termination date; and (2) the termination date shall be no earlier than Dec. 31, 2015.

The Provider reserves the right to terminate the agreement in its entirety upon five (5) months notification to all Recipients with no finance penalty being imposed, no earlier than December 31, 2015.

ADDITIONAL PARTIES

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

XI. UNIFORM SHARED SERVICES AND CONSOLIDATION ACT

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

XII. MISCELLANEOUS PROVISIONS

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

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



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

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

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

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

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

### XIII. COMPLETE AGREEMENT

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

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

A motion made by Higgins, seconded by Torres and approved.

Manager Blanchard stated that herself and CFO Turchan had gone through and completed a shared court cost comparison in May 2012. Manager Blanchard stated that they projected that in 2013 that if the Borough had their own court, it would cost \$233,500. So even though the shared services for court are higher than last year it's still lower than the projected costs of having our own court.

Ayes: 7, Nays: 0  
Motion Carried

Lease Agreement with the NJ Department of Transportation Route 31 and Route 57  
(Welcome to Washington Sign)

Mayor McDonald stated that the lease agreement was pulled from the agenda since it is in attorney review.

Approval of Scott J. Bartlett to the Washington Borough Fire Department

A motion made by Higgins, seconded by Jones to approve Mr. Scott J. Bartlett to the Washington Borough Fire Department.

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

Resolution #217-2013 Cancel Small Balances for Municipal Taxes

**RESOLUTION # 217-2013**

**CANCEL SMALL BALANCES FOR MUNICIPAL TAXES**

**as per N.J.S.A. 40A:5-17.1**

**WHEREAS**, the State of New Jersey allows a Municipal employee to process the cancellation of any municipal charges including overpayments or delinquencies of \$10.00 and less; and

**WHEREAS**, the Municipal employee allowed to process the cancellations shall be the Tax Collector.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey hereby authorizes the Tax Collector of the Borough of Washington to process the cancellation of any municipal taxes of \$10.00 or less for prior years and 2013.

A motion made by Higgins, seconded by Torres and approved.

Ayes: 7, Nays: 0  
Motion Carried

Resolution #218-2013 Appointment of Fire Official

**RESOLUTION #218-2013**

**RESOLUTION OF THE BOROUGH OF WASHINGTON APPOINTING  
KEITH GONZALES AS FIRE OFFICIAL**

**WHEREAS**, the State of New Jersey requires an official Resolution of the Governing Body for the Appointment of Fire Official; and

**WHEREAS**, the Governing Body of Washington Borough has been informed by the Borough Manager, Kristine Blanchard and the Fire Chief, Kurt Klausfelder of their recommendation of Keith Gonzales to the position of Fire Official, pending a Civil Service Examination; and

**NOW THEREFORE BE IT RESOLVED**, by the Governing Body of Washington Borough in the County of Warren, and the State of New Jersey that Keith Gonzales is hereby appointed by the Governing Body of Washington Borough as the Fire Official of the Borough of Washington.

A motion made by Higgins, seconded by Conry and approved.

Ayes: 6, Nays: 0

Abstain: (1) Thompson

Motion Carried

Resolution #219-2013 Extension of Contract with Blue Diamond Disposal

Mayor McDonald stated that this resolution has been pulled pending Council's Executive Session.

Resolution #220-2013 Authorizing the Release of Street Opening Cash Bond for Warren County Habitat for Humanity

**RESOLUTION #220-2013**

**A RESOLUTION AUTHORIZING THE RELEASE OF STREET OPENING CASH BOND FOR WARREN COUNTY HABITAT FOR HUMANITY HELD IN TRUST BY THE BOROUGH OF WASHINGTON**

**WHEREAS**, Warren County Habitat for Humanity has requested the release of the cash bond in the amount of \$500.00 from the Street Opening Account #7200020864 for a street opening permit issued for 31 Belvidere Avenue;

**WHEREAS**, Kevin Smith, PE, of the Borough Engineer's firm, Finelli Consulting, has notified the Borough that Dawson Bloom reviewed the work in the field and based upon the inspection, found the sidewalk work acceptable.

**WHEREAS**, Kevin Smith recommends that any monies being held as a maintenance guarantee be released at this time.

**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 Warren County Habitat for Humanity for the Cash Surety of \$500.00.

Resolution #220-2013 was moved on a motion made by Higgins, seconded by Torres and approved.

Roll Call: Torres, McDonald, Jones, Conry, Gleba, Higgins,  
Thompson

Ayes: 7, Nays: 0

Motion Carried

**VOUCHERS:**

Mayor McDonald entertained a motion to approve the vouchers and claims in the amount of \$1,466,774.70

Motion made by Higgins, seconded by Conry to approve the vouchers.

Council Discussion:

Mayor McDonald stated that he is pulling invoices from the bill list to JCP&L for ballfield lights and to B&R Uniforms both under recreation. Manager Blanchard added that she wants to take a look at the invoices before they are paid. Councilman Higgins asked for more information on a charge under General Government with the description of Pohatcong Valley Groundwater Contamination on page five. Manager Blanchard replied that is the super fund site that runs from here to Greenwich. The E.P.A. is proposing a station on the Park Avenue Apartments property that will clean that water. The E.P.A. has been working with the Borough's Planning Board, Board of Adjustments, and Finelli Engineering to do a site plan review. The E.P.A. is paying all of the fees to Finelli Engineering so this is not coming out of taxpayer's money. Councilman Higgins asked Manager Blanchard to get more information on this topic for clarification. Councilman Higgins also asked if the charge on page fifteen for the water bill for the D.P.W. Garage were two months of bills. Manager Blanchard replied that it could be two months worth of bills since there was no Council Meeting in the beginning of December. Councilman Higgins asked about the \$88 charge for water at Vara Field for November to December. Manager Blanchard will look into this charge.

Roll Call: Torres, McDonald, Conry, Jones, Gleba, Higgins,  
Thompson

Ayes: 7, Nays: 0

Motion Carried.

**RECAP:**

Manager Blanchard will invite Deputy Chief Cicerelle and also a representative from DPW to the Streets Committee Meeting on January 6<sup>th</sup> at 1:00pm. Manager Blanchard will also look into the snow plowing issues on South Prospect and speak to Patrolman Burdge. Manager Blanchard will make sure to do press releases, call WRNJ, and the Channel 69 news for any snow emergencies that are determined by herself, Chief of Washington Township Police or the O.E.M. Also, Manager Blanchard will take a look at the “No Parking” issue at the end of the cul-de-sac on South Prospect. Lastly, Manager Blanchard will put the \$1,500 in the budget for the stream bank restoration project for 2014.

**COUNCIL REMARKS:**

Councilwoman Gleba wished everyone a Happy New Year, and hopes it is a prosperous year for the Borough. Councilwoman Gleba asked how the year end tax sale went. Manager Blanchard replied that it went extremely well. The Borough received approximately \$200,000 to \$300,000 in premiums. Manager Blanchard will have CFO Turchan prepare a report.

Councilman Torres wished everyone a Happy New Year.

Councilwoman Conry also wished everyone a Happy New Year.

Councilman Higgins wished everyone a safe and prosperous New Year. Councilman Higgins commented that there is a provision in the Affordable Care Act that talks about volunteer firemen and possibly insuring them. Councilman Higgins added that this could affect the Borough and it needs to be researched. Manager Blanchard will place a call to our State Health Insurer. Councilman Higgins also asked if the Borough has an inventory of their equipment. Manager Blanchard replied that every year the Borough has a fixed asset inventory performed by an outside company. Manager Blanchard will provide the value of that inventory in her next Manager’s Report.

Councilman Jones asked for an update on the status of the time clocks that were discussed at a previous meeting. Manager Blanchard replied that she was out of the office for three weeks but had her assistant check into the costs. Manager Blanchard added that since today was her first day back, she didn’t have time to touch base on the

topic of the time clocks. Also, Councilman Jones asked if there was any update on the security cameras that were discussed by Mary Jo Harris from the Family Guidance Center at a previous meeting. Manager Blanchard replied that she had not received the list of vendors and their quotes.

Councilman Thompson asked if there was an update on the water tower. Manager Blanchard replied that she has not heard a response from New Jersey American Water as of this time. Councilman Thompson also inquired if there was an update in regards to the grant to pave North Lincoln Avenue. Manager Blanchard replied that it all depends upon the State's budget and we may not hear anything until June.

Mayor McDonald wished everyone a Happy New Year and added that an Executive Session is needed at this time for personnel and contract negotiation.

A motion was made by Torres, seconded by Thompson to enter into Executive Session for the purpose of personnel and contract negotiation after a five minute recess.

Ayes: 7, Nays: 0  
Motion Carried

**EXECUTIVE SESSION:**

**RESOLUTION #214-2013**  
**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: \_\_\_/Personnel\_\_\_ 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.

A motion was made by Higgins, seconded by Thompson, to go out of Executive Session.

Ayes: 7, Nays: 0  
Motion Carried

A motion was made by Jones, seconded by Higgins to rescind resolution #219-2013 from the agenda.

Ayes: 7, Nays: 0  
Motion Carried

Resolution #222-2013 – Authorizing an award of Contract for Solid Waste, Yard Waste & Recyclable Materials Collection & Disposal Services.

**RESOLUTION #222-2013**

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT FOR  
SOLID WASTE, YARD WASTE & RECYCLABLE MATERIALS  
COLLECTION & DISPOSAL SERVICES**

**WHEREAS**, bids were accepted by the Borough for Solid Waste, Yard Waste and Recyclable Materials Collection and Disposal Services on Tuesday, December 10, 2013 at 10:00 a.m.; and,

**WHEREAS**, the following bids were submitted:



		Base Bid		Option #1	(Option #2
Bidder	Year	Solid Waste Materials	Recyclable Materials	Yard Trimmings	Bulky Waste
Blue Diamond Disposal	2014	\$156,000.00	\$81,000.00	\$36,000.00	\$20,000.00
	2015	\$156,000.00	\$81,000.00	\$36,000.00	\$20,000.00
	2016	\$156,000.00	\$81,000.00	\$36,000.00	\$20,000.00
	2017	\$156,000.00	\$81,000.00	\$36,000.00	\$20,000.00
Mr. Cleanout LLC	2014	\$149,500.00	\$76,000.00	\$30,000.00	\$36,500.00
	2015	\$156,500.00	\$76,000.00	\$30,000.00	\$36,500.00
	2016	\$160,500.00	\$78,000.00	\$31,000.00	\$36,500.00
	2017	\$166,500.00	\$78,000.00	\$31,000.00	\$36,500.00

**WHEREAS**, the Borough Manager, recommended that a four (4) year contract be awarded to Blue Diamond effective January 1, 2014 in the following amounts:

Year	Base + Option 1 & 2
2014	\$293,000.00
2015	\$293,000.00
2016	\$293,000.00
2017	\$293,000.00

**WHEREAS**, the Chief Financial Officer has certified to the Borough Clerk that funds will be made available during the preparation of the 2014 Temporary Budget and subsequent 2014 final budget when adopted.

**NOW, THEREFORE, BE IT RESOLVED** that the Borough Council of the Borough of Washington hereby authorizes award of a four-year contract for Solid Waste, Yard Waste and Recyclable Materials Collection and Disposal Services in the amounts listed above and in accordance with the terms and conditions of the bid specifications to Blue Diamond Disposal.

**BE IT FURTHER RESOLVED** that a certified copy of the within Resolution be forwarded to the Chief Financial Officer, Zoning Officer, Purchasing Agent, and all bidders.

A motion made by Higgins to award the contract for solid waste, yard waste, recyclables, and bulky waste materials to Blue Diamond Disposal Inc., seconded by Gleba.

Roll Call: Torres, Conry, Jones, Gleba, Higgins, Thompson  
Ayes: 6, Nays: (1) McDonald  
Motion Carried.

**ADJOURNMENT:**

Hearing no further business, a motion made by Higgins, seconded by Jones to adjourn the meeting at 8:15p.m.

Ayes: 7, Nays: 0  
Motion Carried

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Mayor Scott McDonald

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Kristine Blanchard, RMC Borough Clerk