

**BOROUGH OF WASHINGTON, WARREN COUNTY, NEW JERSEY
WASHINGTON BOROUGH COUNCIL MINUTES – September 16, 2014**

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.

Manager Blanchard 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.”

Manager Blanchard led everyone in the flag salute.

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

Absent: McDonald, Gleba

Also Present: Kristine Blanchard, Borough Manager / Municipal Clerk,
Leslie Parikh, Municipal Attorney

A motion was made by Torres, seconded by Jones to have Councilman Higgins chair tonight’s Council meeting in the absence of Mayor McDonald and Deputy Mayor Gleba.

Ayes: 5 Nays: 0
Motion Carried

MINUTES:

Regular Meetings – September 02, 2014

Motion made by Torres, seconded by Conry to approve the Regular Meeting minutes of September 02, 2014.

Ayes: 5 Nays: 0
Motion Carried

CORRESPONDENCE:

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

Ayes: 5, Nays: 0
Motion Carried

Cheryl and Allen Rice – Tort Claim

Council Discussion:

Councilman Jones commented that according to the correspondence from the Borough’s insurance carrier there is not much the Borough can do for the homeowners at 138 Broad Street who had a tree fall on their home. Manager Blanchard replied that the Borough did submit the claim to the insurance company and the Borough is afforded immunity from the damage sustained to the property because the Borough is a participant in the State of New Jersey Forest Service, Community Forestry Management Plan. Manager Blanchard added that the Borough is exempt from any litigation which was also the response from the Shade Tree Commission in regards to this matter. The Forestry Plan keeps the Shade Tree Commission in compliance with the New Jersey Shade Tree and Community Forestry Assistance Act was passed so that municipalities would keep their trees and be protected against litigation. Attorney Parikh added that unfortunately for the residents affected, the Tort Claims Act which immunizes municipalities from certain torts contains a provision that provides immunity for public entities that have a Shade Tree Commission. Councilman Jones added that perhaps the Shade Tree Commission can do a better job of inspecting the trees throughout town in order to eliminate this problem before it happens.

Washington Borough Planning Board – Enforcement of Approved Plans

Council Discussion:

Councilman Torres addressed the correspondence from the Planning Board in regards to their concerns over the enforcement over two particular properties in the Borough. Councilman Torres added that there seems to be a few instances where the Planning Board approves a particular plan but there is no follow up or inspection made to see if the approved plans were carried through properly to completion. Councilman Torres added that because there is no enforcement, there is little that the Borough can do. Councilman Higgins noted that the lawyers from the Planning Board stated that the Board recommends enforcement and compliance with the approved plans. Councilman Higgins asked how can the Borough follow through with that recommendation. Attorney Parikh replied that Council needs to amend the ordinance to address the aesthetic and architectural design and then have an enforcement mechanism in place in order for the zoning officer can enforce what the plans have been approved for. Councilman Torres

added that the Codebook Committee is working on adding that enforcement to the ordinance. Attorney Parikh will look into the ordinances and determine if there is any action that the Borough can take retroactively to enforce projects that already exist. Councilman Higgins asked who will be responsible for performing the inspections. Attorney Parikh replied that the zoning officer will do the enforcement and she could speak to the engineer to see who they would recommend to do the inspections. Manager Blanchard added that for the outside aesthetics, it would be the zoning officer and there is not currently anyone named in the redevelopment ordinance to go out and perform those inspections and that is the problem. Manager Blanchard stated that Council needs to amend the redevelopment ordinance to include those inspections be performed by the zoning officer. Manager Blanchard will work with Attorney Parikh on adding an enforcement mechanism into the redevelopment ordinance.

AUDIENCE:

Councilman Higgins opened up the audience portion for remarks, petitions, statements, and testimony from guests.

Kathy Bryant – Mt. Pisgah Ame Church

Ms. Bryant asked Council for an update on the paving of North Lincoln Avenue. Councilman Higgins replied that contrary to what was previously stated, the Borough does not have to go out to BID for the paving of North Lincoln Avenue so once the State of New Jersey approves the plans for the paving, the Borough will use the same company as the four streets that were recently paved. Manager Blanchard added that she spoke to the engineer and she is estimating that North Lincoln should be paved in mid-October or the third week at the latest, depending on the weather. Ms. Bryant asked if there were any possible grants for curbing and/or sidewalks. Councilman Higgins replied that there are grants available for Safe Routes to Schools so if there is anyone in that neighborhood who walks those roads to school, then the road is eligible for a grant. Manager Blanchard added that she would need Council to recommend the streets in the Borough to be eligible for the grant. Councilman Higgins added that if the Borough was awarded the grant, it would not be until next year in 2015.

Shirley Coleman - 166 North Lincoln Avenue

Mrs. Coleman stated that there is a condemned home located at 149 North Lincoln Avenue and it is a disgrace. Manager Blanchard replied that condemnations are difficult because she believes it would be at the Borough's expense to tear the house down and she would need to look into the cost associated with that and also determine the current status of ownership first. Manager Blanchard added that once a home is condemned and needs to come down, normally that expense falls on the homeowner but these homeowners do not have the means available to do it.

Robin Klimko – 35 West Marble Street

Mrs. Klimko asked for an update on the South Prospect Street sewer project. Councilman Higgins replied that Council is going to vote on the approval of the design tonight and once the design is approved, it will be sent to Kevin Shoudt from Veolia Water, who will in turn hire the contractor. Councilman Higgins added that the Borough will be looking to start this project as soon as possible with a completion date before the end of October.

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

Ayes: 5, Nays: 0
Motion Carried

REPORTS:

A motion was made by Thompson, seconded by Torres to receive and file the following reports:

1. D.P.W. Report – August 2014
2. Police Activity Report – August 2014
3. Office of Emergency Management Report

Council Discussion:

Councilman Torres commented that the D.P.W. has done a great job on the crosswalk painting that has been done so far and wanted to know if the rest of the crosswalks that aren't done are scheduled to be completed. Manager Blanchard replied that yes, they are scheduled to complete the work.

Ayes: 5, Nays: 0
Motion Carried

OLD BUSINESS:

Quick Check Sewer Hook-Up

Council Discussion:

Manager Blanchard stated that Quick Check is ready to move forward, she just needs the approval from Council. Councilman Higgins added that the Borough has wanted to include Quick Check in their Wastewater Management Plan previously but because the Borough's plan was under review at the state level, there was no allowance for an

amendment to add Quick Check. Therefore, Quick Check installed a septic system but ran lines in the anticipation of being hooked up to the Borough's sewer system at a later date. Manager Blanchard added that the contribution to the Borough is \$95,000 which goes into the sewer operating fund.

A motion made by Torres, seconded by Conry to allow Quick Check to hook into the Borough's sewer system.

Roll Call: Jones, Thompson, Conry, Higgins, Torres
Ayes: 5 Nays: 0
Motion Carried

New Jersey American Water – Easement Agreement

OPTION AGREEMENT FOR GRANT OF EASEMENT AND RIGHT OF WAY

THIS AGREEMENT is made as of this 16th day of September, 2014 by and between **the Borough of Washington in the County of Warren**, a municipal corporation of the State of New Jersey, with an address of 100 Belvidere Avenue, Washington, New Jersey 07882-1426, (hereinafter referred to both individually and collectively as “Grantor”) and **New Jersey-American Water Company, Inc.**, having its principal place of business at 1025 Laurel Oak Road, Voorhees, New Jersey 08043 (hereinafter “Grantee”);

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property designated as Lot 78 in Block 48 on the Tax Map of Washington Township, County of Warren, State of New Jersey; and

WHEREAS, Grantor wishes to grant to Grantee an Option to Purchase an Easement and Right of Way on a portion of the said Lot 78 (such portion, hereinafter the “Property”), as shown on map attached as Exhibit “1” and subject to a land survey and legal description prepared by a licensed surveyor prior to execution of the Deed of

Easement and Right of Way, on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the sum of One Hundred Forty Thousand (\$140,000.) in hand paid by Grantee to Grantor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto, intending to be legally bound hereby, agree as follows:

I. **INCORPORATION BY REFERENCE.** The recitals set forth hereinabove are expressly incorporated herein by this reference.

II. **TERMS OF OPTION TO PURCHASE.**

A. Intended Use & Length of Option Grantee is hereby granted an option to purchase an easement and right of way on a portion of the Property as shown on a map attached as Exhibit 1 (the “Option”). Grantee will require approvals by the appropriate State, Local and/or Regional Land Use Board (s) to allow Grantee to build and operate a water storage tank and retention basin as well as all pipelines and related facilities. (the “Intended Use”) on the Property. The Option shall last for twelve (12) months commencing on the date that this Agreement is fully executed by both parties (the “Option Period”). If Grantee elects to exercise the Option, Grantee will pay Grantor the sum of ONE HUNDRED FORTYTHOUSAND DOLLARS (\$140,000.), minus any pre-paid deposits, including the \$ 14,000. fee paid in connection with this Option.

B. The initial deposit for the Option to purchase an easement and right of way is FOURTEEN THOUSAND DOLLARS (\$14,000.) which

is a non-refundable deposit. In the event Grantee does not exercise such Option within the Option Period, the Grantee shall have a right to extend the Option for a period of twelve (12) months for a payment of an additional FOURTEEN THOUSAND DOLLARS (\$14,000.), which shall be non-refundable; but credited against the purchase price if the Option is exercised within the extended period.

C. In order to exercise the Option, Grantee must do so by serving written notice thereof upon Grantor and signing the Deed of Easement and Right of Way, attached hereto as Exhibit 'A' (the "Easement"). Upon both Parties signing the Easement, any conflicts or inconsistencies in the language of the Option and the Easement will be resolved in favor of the Easement.

D. Due Diligence and Intended Use During the Option Period, Grantee will conduct an investigation and exercise its due diligence to determine if the Property has any environmental issues or concerns, and whether the Property is sufficient and appropriate for the Intended Use. The decision as to whether the Property is suitable for the Intended Use including, without limitation, environmental, engineering, zoning and construction concerns, is in the sole and absolute discretion of Grantee.

Grantee's investigation may include land surveying, sampling of the soil and drilling of observation wells and such additional tests as Grantee may reasonably deem necessary to determine the environmental condition of and suitability of the Property for the Intended Use. Grantee will restore the Property as near as possible to the same condition as existing prior to such sampling, drilling and testing and will indemnify, hold

harmless, reimburse and defend Grantor from and against any and all claims, damages, liabilities, cost and expense arising out of or as a result of such sampling, drilling and testing, including, without limitation, Grantor's reasonable attorneys' fees and costs of litigation , but not including any remediation or related activity or obligation arising from the results of said sampling, drilling and testing. In addition, such sampling, drilling and testing shall be on reasonable notice to Grantor and shall not be conducted so as to interfere with Grantor's business operation, if any, at the Property.

Grantor agrees to grant Grantee unimpeded access to the Property to conduct its due diligence inspections and testing, and Grantor further agrees to cooperate in signing any permits, grants and/or approvals that Grantee may need to acquire from any local, county or state agencies, commission and/or governing body.

III. **NO ASSIGNMENT.** Grantee's rights under this Agreement may not be assigned by Grantee, except to a parent, subsidiary or affiliated company of Grantee.

IV. **BINDING AGREEMENT.** The terms, provisions, rights and obligations of this Agreement will bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

V. **AMENDMENT.** This Agreement may not be altered, changed or amended in any respect, except by written instrument signed by the parties hereto.

VI. **NOTICES.** All notices, elections, acceptances and like or similar actions or documents required, permitted or contemplated by this Agreement will be in writing and will be served by personal delivery, overnight courier service, telefax (but, if by telefax, also by ordinary mail) or by certified mail, return receipt requested (and concurrently by ordinary mail) to the then address of the party being served, as set forth hereinabove or as may hereafter be known or furnished in writing by such party to the

other party, and shall be deemed served either upon receipt by the party being served, or on the third day following mailing, whichever occurs first.

VII. INTEGRATED AGREEMENT. There are no agreements, understandings or promises between the parties, with respect to the subject matter of this Agreement, either oral or written, express or implied, except as are set forth in this Agreement. All prior and contemporaneous agreements, understandings and promises between the parties with respect to the subject matter of this Agreement, either oral or written, express or implied, are set forth in, are merged in and are superseded by the terms of this Agreement.

VIII. AGREEMENT TO PERFORM NECESSARY ACTS. Each party to this Agreement agrees to perform any further acts and to execute and deliver any documents as may be reasonably necessary to carry out the provisions and intent of this Agreement.

IX. COUNTERPARTS AND COPIES. This Agreement and any amendment or modification hereto may be executed and delivered in one or more counterparts, all of which shall be considered one and the same agreement. Any copy of this Agreement or any counterpart hereof with a copy of signature or signatures shall be considered fully as valid as the original of this Agreement or a counterpart hereof with original signature or signatures.

X. SINGULAR, PLURAL, GENDER. Whenever used in this Agreement, unless the context clearly requires otherwise, the singular includes the plural, the plural includes the singular and the masculine gender includes the female gender and vice versa.

XI. HEADINGS. The headings in this Agreement are included for convenience or reference only and do not affect the construction or interpretation of any of the provisions of this Agreement.

XII. SEVERABILITY. If any term, provision, covenant or condition of this

Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement remains in full force and effect and is in no way be affected, impaired or invalidated.

XIII. WAIVER. No action or failure to act by any party hereto will constitute a waiver of any other right or duty afforded any of them under this Agreement nor will any such action or failure to act constitute an approval of or acquiescence in any other breach hereunder except as the same may be specifically agreed to in writing signed by the party against whom such waiver, approval or acquiescence is sought to be enforced.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

Council Discussion:

Councilman Thompson asked how long this agreement with New Jersey American Water was good for. Councilman Higgins replied that the agreement is good for one year with an option for an extension of one year. Councilman Higgins added that N.J.A.W. is also providing the Borough with a \$14,000 deposit that goes towards the total cost of the project if completed within one year. If not completed within one year, then the \$14,000 goes to the Borough. N.J.A.W. has the option to extend the project for one year which would require them to pay another \$14,000 deposit which also goes towards the cost of the project. That option would give N.J.A.W two years to complete the project or the Borough keeps the deposits totaling \$28,000.

A motion was made by Torres to approve the option agreement for a grant of easement and right of way with the New Jersey American Water Company, seconded by Thompson.

Roll Call: Jones, Thompson, Conry, Higgins, Torres
Ayes: 5 Nays: 0
Motion Carried

NEW BUSINESS:

Jade Acquisition Developer's Agreement Approval

REDEVELOPER'S AGREEMENT

THIS AGREEMENT, made and entered this 16th day of September 2014

BY AND BETWEEN:

JADE PARTNERS WASHINGTON, LLC, a New Jersey limited liability company with offices located at 16 Wolfe Run, Long Valley, New Jersey 07054,

hereinafter referred to as the "Redeveloper"

AND

BOROUGH OF WASHINGTON, a Municipal Corporation in the County of Warren and State of New Jersey, with offices located at 100 Belvidere Avenue, Washington, New Jersey 07822,

hereinafter referred to as the "Borough."

WITNESSETH:

WHEREAS, the Redeveloper is the current owner of the tract or parcel of land (the "Property") described on the Borough Tax Map as Block 95, Lots 3 and 4; and

WHEREAS, the Redeveloper received preliminary and final site plan approval with variance relief and conditions from the Borough of Washington Planning Board (the "Planning Board") pursuant to a resolution adopted on January 13, 2014, memorializing the Board's action on December 9, 2013 and amended pursuant to a resolution adopted on June 9, 2014, memorializing the Board's action on May 12, 2014 and further amended pursuant to a resolution adopted on September 8, 2014 memorializing the Board's action on August 11, 2014 for the redevelopment of the Property consisting of demolition of the current structures on the Property and construction of a four story mixed use building of approximately 15,344 square feet with parking for 95 cars; and

WHEREAS, the Property is located in the Washington Avenue Core District of the Borough Redevelopment Plan and is required to be developed in accordance with the Redevelopment Plan; and

WHEREAS, the Redeveloper and Borough desire to enter into a Redeveloper's Agreement setting forth the rights, duties and obligations of the parties in connection with the Approval and approved Plans; and

WHEREAS, the Redeveloper desires to proceed with the Redevelopment of the Property and to install the improvements in accordance with the Approval and approved Plans; and

WHEREAS, the Borough Ordinance Chapter 94-15A indicates that no final plat shall be approved until all items required to be bonded have been either installed or guaranteed. ; and

WHEREAS, since there is storm drainage and driveway work required within the right-of-way of South Lincoln Avenue (off-site), prior to the commencement of any work within South Lincoln, the Redeveloper shall be required to obtain a street opening permit and post a Performance Guarantee pursuant to Chapter 75 Streets and Sidewalks of the Borough ordinances. The amount of the Performance Guarantee has not been determined at this time.

NOW, THEREFORE, in consideration of the foregoing, and the agreements and conditions of the Approval and approved Plans, it is mutually agreed by and between parties hereto, as follows:

1. Prior to the start of any work within South Lincoln Avenue the Redeveloper shall obtain the required Borough street opening permit and post the required Performance Guarantee. The form of the guarantee shall be a 10% cash deposit and the balance a surety bond or letter of credit. The amount of the Performance Guarantee shall be determined by the Municipal Engineer based upon an Engineering Estimate of Quantities and Cost to be provided by the Redeveloper. The Redeveloper, upon satisfactory completion of the work shall deliver to the Borough a twenty-four (24) month surety maintenance bond, or letter of credit, which shall be in a form satisfactory to the Borough, and the maximum sum permitted by statute.

2. Prior to the start of any work within the right-of-way of West Washington Avenue (New Jersey Route 57) the Redeveloper shall obtain a Utility Opening Permit from NJDOT and shall post any bonds and inspection escrows required by NJDOT.

3. Prior to the start of any site work, the Redeveloper shall submit an initial escrow deposit of \$10,000.00 to cover engineering inspection fees. The Redeveloper agrees that it will make subsequent installment deposits in the event the deposit balance reaches \$2,500.00. Each subsequent installment shall not cause the total escrow balance to exceed \$10,000.00. The Borough agrees to place the cash deposit in a separate savings account, in escrow, in a banking institution or savings and loan association in this State insured by an agency of the federal government, in the name of the Borough, and to hold

and dispose of the said account (including the interest earned thereon) as hereinafter provided.

4. The Redeveloper will, at the Redeveloper's own cost and expense, in a good and workmanlike manner, install and complete all of the improvements in accordance with the approved plans and specifications, and the applicable ordinances, rules and regulations of the Borough. The Borough Engineer shall inspect and approve the work as installed in accordance with the approved plans and final plat and the requirements of the Borough's ordinances, rules and regulations.

5. Signing of the approved Plans is specifically conditioned upon the Redeveloper's compliance with the requirements contained in the Approval as well as the various reports prepared by the Borough's professionals, including the Planning Board Engineer, Planning Board Planner and the Borough Engineer, both prior to and after the date of approval, including, but not limited to, the reports of the Planning Board Engineer dated November 11, 2013 and December 4, 2013, and the reports of the Planning Board Planner dated November 8, 2013 and December 6, 2013, except as such requirements may be modified by the Approval. Proof of compliance shall be submitted to the Borough Engineer and the Borough Attorney.

6. All of the work and improvements set forth above under the terms of this Agreement shall be completed within two (2) years of the signing of the final site plan; provided that the Redeveloper may request in writing a one (1) year extension for completion of the work and improvements which shall not be unreasonably withheld. Should the Redeveloper fail, refuse or neglect to complete, to the satisfaction of the Borough Engineer and in accordance with this Agreement, all of said work and improvements within the above time limit, then the Borough shall be free to take whatever legal steps the Borough desires. The Redeveloper shall have the right to petition the Planning Board for extensions of the completion date in accordance with the provision of the Municipal Land Use Law.

7. The Redeveloper shall and will comply fully with all applicable Borough ordinances, rules, regulations and all other requirements of governmental bodies having jurisdiction over any aspect of this Redevelopment or the improvements or facilities thereof, including all applicable requirements, rules, regulations and statutes of the State of New Jersey, all conditions of the approving Board and all representations made to the approving Board. The Redeveloper shall and will comply fully with all of the findings, conditions, and requirements of the Approval which are incorporated in this Agreement.

8. The Redeveloper shall replenish the inspection fees deposit as required by the applicable Borough ordinance and be responsible, in any event, for the payment of the Borough Engineer's inspection fees, as required by such ordinance, subject to the provisions of the Municipal Land Use Law.

9. All stumps, dead trees or debris created in connection with the construction of the Redevelopment will be removed from the Redevelopment by the Redeveloper unless otherwise authorized by the Borough Engineer.

10. Redeveloper shall remove any silt deposited in the Redevelopment and/or Borough's storm sewers, brooks, catch basins or other drainage areas resulting from erosion or siltation of soil or debris during the course of construction by this Redeveloper. Any instruction given by the Borough Engineer, Construction Official or Soil Conservation District to prevent such erosion or siltation shall be performed by the Redeveloper in a reasonably prompt manner.

11. After completing the construction of the improvements, the Redeveloper shall furnish the Borough with "as built" plans which are acceptable to the Municipal Engineer.

12. The Redeveloper shall ensure that all lots and other areas in said Redevelopment shall be properly graded and properly drained in accordance with the approved Plans and at the direction of the Borough Engineer.

13. Although the Borough shall issue certain construction permits pursuant to its ordinances from time to time after the execution of this Agreement and proper application by Redeveloper, no Certificates of Occupancy for any unit shall be issued until all site improvements have been completed and as-built plans have been submitted and approved by the Municipal Engineer. The Redeveloper may request and the Borough may authorize the release of Certificates of Occupancy prior to the completion of all site improvements subject to all work being completed to the satisfaction of the Municipal Engineer except the final course of paving and landscaping and further subject to the Redeveloper posting a suitable performance guaranty to guarantee the completion of all remaining work. The amount of the performance guarantee shall be established by the Municipal Engineer based upon an Engineer's Estimate of Quantities and Cost to be provided by the Redeveloper.

14. The Planning Board reserves the right to revoke or withdraw any approval granted in the Resolution, upon notice to the Redeveloper and a public hearing, in the event that there is any deviation from or alteration to the Plans approved by the Resolution, unless prior written approval for the deviation or alteration has been obtained by the Redeveloper from the Planning Board. Minor deviations and field changes may be authorized in writing by the Borough Engineer.

15. In addition to the conditions contained in the Approval, the approved Plans, and in any reports of the Borough's various professionals, any Certificates of Occupancy are also specifically conditioned upon the Redeveloper's full compliance with all conditions, requirements or other terms of this Agreement.

16. The Redeveloper shall obtain final, unconditional approval and/or permits from all agencies and entities having jurisdiction over any aspects of the proposed

Redevelopment, including, but not limited to: A) Warren County Planning Board; B) New Jersey Department of Transportation; C) Washington Borough Fire Chief.

17. The Redeveloper shall also obtain a written agreement from New Jersey American Water Company to provide water service and written approval of sewerage allocation as well as a Sewer Connection Permit from the Borough. The Redeveloper represents that as of the date of this Agreement, it has obtained the required written agreement from New Jersey American Water Company and written approval of sewerage allocation from the Borough. Redeveloper shall provide copies of the agreement and approval to the Borough upon request.

18. All documents required to be prepared by the Redeveloper by the terms or provision of this agreement or the Approval shall be approved by the Board Attorney and Board Engineer prior to execution.

19. No work shall occur on the project by the Redeveloper until a preconstruction meeting has been held between the Redeveloper and the Borough Engineer and the Redeveloper's contractor.

20. The Redeveloper's contractor shall maintain the insurance coverages as required by the Borough and shall name the Borough of Washington and the Municipal Engineer as additional insureds.

21. A. While the terms and conditions set forth in this Agreement are binding upon the Borough, the approving Board, and the Redeveloper, nothing herein contained shall be construed as preventing the Borough, the approving Board or the Redeveloper from exercising in any court of law or elsewhere any rights or duties which it may have by statute, ordinance or other law. This Agreement shall not operate to confer upon any such public body any powers, rights or duties it does not now possess, nor abridge the rights of the Redeveloper vis-a-vis any such public body.

B. The covenants, undertakings, agreements and other obligations mentioned in this Agreement shall not be construed as a representation by the Borough, the approving Board, or by any Borough officer, board or employee to have or to assume any contractual or other liability to or with any persons, firms or corporations purchasing any land, buildings or improvements from the Redeveloper or otherwise using or having an interest in the same, nor shall this Agreement be construed to create any liability on the Borough or the approving Board to third persons.

C. Nothing herein contained shall be construed to render the Borough or any of its officers, boards or employees liable for any charges, costs or debts for material, labor or other expenses incurred in the making of the improvements.

D. Redeveloper shall be and remain liable for any and all damage or money loss occasioned by the Borough or its officers or agents by any neglect, wrongdoing, omission or commission of or by the Redeveloper or by any person, firm or

corporation acting for the Redeveloper or Applicant hereunder arising from the making of the improvements or the performance of the terms hereof. The Redeveloper and Applicant shall save, indemnify and hold harmless the Borough, its officers, agents, boards and employees from any and all liability and reasonable costs incurred in defending, negotiating or settling any action which may arise from any such damage or loss, from the making of the improvements by Redeveloper or Applicant or the performance of the terms hereof except for improvements not installed by Redeveloper or Applicant unless the Borough or its agents shall have acted contrary to law or failed to perform acts required by law or by this Agreement.

E. Nothing contained in this Agreement shall be construed to give any person or legal entity, not a party to this Agreement, any claim against the Borough or any of its agencies with respect to the manner of the installation of improvements, or for any damages arising therefrom.

22. All notices sent pursuant to this Agreement shall be in writing and directed to the party at the address set forth at the beginning of this Agreement, unless prior to the notice being sent the party has delivered a substitute address to the other party by certified mail, return receipt requested, in which case the notice shall be sent to that address.

23. The Redeveloper further agrees that this Agreement shall be binding upon the Redeveloper and the Redeveloper's heirs, personal representatives, successors or assigns (as the case may be), notwithstanding the fact that it may sell, transfer, encumber or otherwise dispose of the property or any portion thereof, and the performance guarantee called for herein shall remain in full force and effect in any such event. In the event of such transfer, the escrow accounts and any bonds posted by the Redeveloper shall not be released in whole or in part, until the successor Redeveloper, assignee, person or entity has posted sufficient review and inspection escrows and bonds, as determined by the Borough Attorney and Chief financial Officer, and countersigns this Agreement, or executes a new Redeveloper's agreement with the Borough as directed by the Borough Attorney.

24. Per the Approval, the Redeveloper shall comply with any and all Affordable Housing Contributions that may be required by Chapter 94, Article X,, "Development Fees" of the Borough Code, or obtain relief from the Borough Council or, in the alternative, the Planning Board.

25. The Property shall be subject to Chapter 79, Article I, "Five-Year Tax Exemption and Abatement" of the Code of the Borough of Washington, which implements the Five Year Tax Exemption and Abatement Law, codified at N.J.S.A. 40A:21-1 et seq., providing for temporary tax relief for property owners, upon completion of the project and compliance by the Redeveloper with the terms of that Ordinance, including but not limited to entry into a Tax Agreement between Redeveloper and the Borough as provided by N.J.S.A. 40A:21-10.

IN WITNESS WHEREOF, the said parties have hereunto caused this Agreement to be signed by their proper representatives (and, if a corporation, have caused their proper seal to be hereunto affixed) the day and year first above written.

Council Discussion:

Manager Blanchard stated that she had lengthy discussion at the planning board level with the Municipal Engineer and Attorney Parikh regarding this Redeveloper's Agreement and everyone is comfortable with the agreement and ready to move forward. Councilman Higgins asked for clarification in regards to the five year tax exemption and abatement. Manager Blanchard replied that the Borough is part of the PILOT program which is a payment in lieu of taxes program. Councilman Higgins added that the redeveloper would actually pay a portion of the property taxes which will go strictly to the Borough and can be collected for up to five years. Attorney Parikh will look into the percentages that are to be paid over the five years and Manager Blanchard will include that information in her next Manager's Report to Council.

A motion made by Jones, seconded by Conry to approve the Redeveloper's Agreement between the Borough and Jade Partners Washington, LLC.

Roll Call: Thompson, Torres, Jones, Conry, Higgins,
Ayes: 5, Nays: 0
Motion Carried

Resolution #125-2014 Recreation Commission Appointment

RESOLUTION #125-2014

RECREATION COMMISSION APPOINTMENT

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 Commission with the consent of the Borough Council; and

WHEREAS, The Council does approve of this transfer.

NOW, THEREFORE, BE IT RESOLVED, that the following named person is appointed as Recreation Commissioner.

Commissioner

Term Ending

Resolution #125-2014 was moved on a motion made by Thompson, seconded by Conry and approved.

Ayes: 5, Nays: 0
Motion Carried

Resolution #126-2014 Establishing Trick or Treat in the Borough of Washington

RESOLUTION # 126-2014

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 by 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 Thursday, October 30, 2014 and 9:00 p.m. Friday October 31, 2014. Curfew shall be extended for school - sponsored events to one (1) hour after the conclusion of the event.

BE IT FURTHER RESOLVED, that Trick or Treat shall be observed with the Borough of Washington on Friday, October 31, 2014 from 4:00 p.m. to 8:00 p.m..

Council Discussion:

Councilman Higgins commented that the suggested curfew for all persons seventeen years of age or younger for 9:00 pm on Thursday, October 30, 2014 and Friday, October 31, 2014 should be amended to end at 8:00 am on Saturday morning, November 1, 2014. Manager Blanchard will make that amendment.

Resolution #126-2014 was moved on a motion with the amendment made by Torres, seconded by Conry and approved.

Ayes: 5, Nays: 0
Motion Carried

Councilman Higgins stated that the Warren Hills Regional School District will be holding a parade on Saturday, September 20, 2014 at 9:15 am to 10:30 starting at the Warren Hills Middle School on Carlton Avenue and ending at the Warren Hills High School Stadium on Jackson Valley Road.

Councilman Higgins noted that the BID is asking for approval for Trick or Treating on Friday, October 31, 2014 in the down town Business District from 3:00 pm to 5:00 pm.

A motion made by Torres, seconded by Jones to approve the BID Trick or Treating hours of 3:00 pm to 5:00 pm on Friday, October 31, 2014.

Ayes: 5, Nays: 0
Motion Carried

VOUCHERS:

Mayor McDonald entertained a motion to approve the vouchers and claims in the amount of \$1,223,503.72

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

Council Discussion:

Councilman Torres asked about a charge for \$2,066 for electricity at the municipal building on page six. Manager Blanchard replied that it is for only one month and that includes the total cost of electricity for the building including running the air conditioning.

Roll Call: Torres, Conry, Jones, Higgins, Thompson,
Ayes: 5, Nays: 0
Abstain: (1) Thompson – Fire Department & EMS

Motion Carried.

At this time, Councilman Higgins read the revised sewer plan to Council from Mr. Chris Jepson, the sewer engineer from Van Cleef Engineering Associates. The revised total Estimated cost of the project is \$163,025.50 which will be completed through Veolia Water.

A motion made by Torres, seconded by Conry to approve the sewer plans for the South Prospect Street project in order for the Borough to move forward with the amendment if needed to allow Veolia Water authorization to complete the work.

Roll Call: Torres, Conry, Jones, Higgins, Thompson,
Ayes: 5, Nays: 0
Motion Carried

RECAP:

Manager Blanchard will work with Attorney Parikh on confirming the contract with Veolia Water that they do not have to go out to BID. Manager Blanchard will communicate with the Shade Tree Commission on the inspection of their trees. Manager Blanchard will also follow up with Attorney Parikh on the redevelopment ordinance to start putting the enforcement action into place. Manager Blanchard will take a look at the condemned home at 149 North Lincoln Avenue and also look at the breakdown of the PILOT program in regards to the redevelopment agreement. Councilman Higgins asked if Council should have included a not to exceed amount of \$175,000 in the motion for the sewer project on South Prospect Street and Gardener's Court.

A motion made by Torres to include a not to exceed amount of \$175,000 unless there is a change order or other circumstances deemed appropriate approved by the Council, seconded by Conry.

Ayes: 5, Nays: 0
Motion Carried

COUNCIL REMARKS:

Councilwoman Conry wanted to bring again to Council's attention the speeding situation and the possibility of speed bumps on Youmans Avenue. Councilman Higgins replied that she can give those residents his phone number and he will speak with them.

Councilman Torres stated that he was looking over Manager's Blanchard memo on the time clocks. Manager Blanchard replied that there are many aspects and she suggests that Council reads it over very carefully and give it consideration and readdress it in Executive Session as part of contract negotiation at the next meeting. Councilman Torres

also noted that on Sunday, September 28th from 8:00 am until 12:00 pm the Warren County Recycling Center is holding a free household hazardous waste and electronics collection event.

Councilman Thompson asked if Council would like to continue with hanging the Christmas lights on the tree in front of Borough Hall. Manager Blanchard added that the cost associated with hanging the lights is the same as last year.

A motion made by Thompson, seconded by Torres to approve the hanging of the Christmas lights on the tree located in front of Borough Hall.

Ayes: 5, Nays: 0
Motion Carried

Councilman Thompson also wished Duane Alpaugh a speedy recovery from the injuries sustained during an accident.

Councilwoman Conry announced that next Friday, September 26th the Senior Advisory Committee will be holding their 2nd Annual Washington Borough Senior Night Out from 5:30 pm to 8:30 pm in the Washington Borough Fire Hall.

Councilman Higgins noticed that there was a brand new dumpster at the D.P.W. Garage from Cinelli for the collection of scrap metal. Manager Blanchard added that from now on the checks from Cinelli will be coming straight to the Borough, the problem has finally been resolved. Councilman Higgins also noted that the League of Municipalities Convention is in November. Manager Blanchard added that she needs a list of who will be attending.

ADJOURNMENT:

Hearing no further business, a motion was made by Jones, seconded by Conry to adjourn the meeting at 8:00 p.m.

Ayes: 5, Nays: 0
Motion Carried

Mayor Scott McDonald

Kristine Blanchard, RMC Borough Clerk