
AGENDA

BOROUGH OF WASHINGTON, WARREN COUNTY, NJ

December 6, 2022

7:00 PM

STATEMENT OF ADEQUATE NOTICE

The requirements of the Open Public Meetings Law, P.L. 1975, Chapter 231 have been satisfied in that adequate notice of this meeting has been published in the Express-Times and Star Ledger and posted on the Boroughs website stating the time, place and purpose of the meeting as required by law.

OATH OF OFFICE

Mayor Ethel Conry

Councilwoman Louann Cox

FLAG SALUTE

ROLL CALL Conry, Cox, Heinrich, Noone, Norris and Ron

AUDIENCE/COUNCIL APPEARANCE

Remarks, petitions, statements and testimony from guests

NEW BUSINESS

Set and advertise Re-Organization meeting:

January 3, 2023 7:00 pm

MINUTES

October 4, 2022 (Regular)

October 4, 2022 (Executive)

October 18, 2022 (Regular)

October 18, 2022 (Executive)

November 1, 2022(Regular)

OLD BUSINESS

Agenda-Continued

Ordinance 2nd Reading

ORDINANCE 2022-13

Amending Salary Ordinance 2022-11

RESOLUTIONS

RESOLUTION 2022-133

RESOLUTION TO APPOINT

TIFFANY TAGARELLI, Esquire AS MUNICIPAL SUBSTITUTE PROSECUTOR FOR THE BOROUGH OF WASHINGTON

RESOLUTION 2022-134

RESOLUTION OF SUPPORT

FOR HANDICAP PARKING ZONE

RESOLUTION 2022-135

RESOLUTION AUTHORIZING THE (Borough of Washington) TO ACCEPT A SUBGRANT AWARD OF THE FEDERAL FISCAL YEAR 2022 OF EMERGENCY MANAGEMENT PERFORMANCE GRANT AND EMERGENCY MANAGEMENT AGENCY ASSISTANCE

RESOLUTION 2022-136

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

RESOLUTION 2022-137

AUTHORIZING BUDGET TRANSFERS

FOR FISCAL YEAR 2022 APPROPRIATIONS IN THE AMOUNT OF 42,000.00 IN THE CURRENT FUND

RESOLUTION 2022-138

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

RESOLUTION 2022-139

A RESOLUTION TO REFUND OVERPAYMENT

ON 2021 & 2022 SOLID WASTE BALANCE

RESOLUTION 2022-140

A RESOLUTION TO REFUND OVERPAYMENT OF 3rd QUARTER 2022

REAL ESTATE TAXES DUE TO EXEMPT STATUS

RESOLUTION 2022-141

A RESOLUTION TO REFUND OVERPAYMENT OF 4th QUARTER 2022

REAL ESTATE TAXES DUE TO APPROVED VETERAN DEDUCTION

RESOLUTION 2022-142

AMENDING CERTAIN SECTIONS OF RESOLUTION 2021-135

PROFESSIONAL SERVICES CONTRACT BETWEEN COMMUNITY ANIMAL CONTROL LLC, AND THE BOROUGH OF WASHINGTON

RESOLUTION 2022-143

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

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VOUCHERS

REPORTS

RECAP

COUNCIL REMARKS

Remarks, Reports, Discussions

EXECUTIVE SESSION-if needed

ADJOURNMENT _____ P.M.

<u>ORDINANCE 2022-13</u>	
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AN ORDINANCE AMENDING ORDINANCE 2022-11 FIXING THE SALARY AND WAGES OF CERTAIN MUNICIPAL OFFICIALS, APPOINTEES, EMPLOYEES, AND STIPENDS APPLICABLE THERETO AND REPEALING PORTIONS OF PRIOR INCONSISTENT SALARY AND WAGE ORDINANCES BEGINNING JANUARY 1, 2022	
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Confidential Assistant (to C.F.O.)	\$51,471	-	\$80,945 AN
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SECTION 1. Salaries herein shall be payable at the rate fixed in equal installments twice a month. Wages shall be payable twice a month. Any annual salary may be re-calculated to an hourly wage for any positions unless restricted by collective bargaining agreement. Any and all fees received by officials and employees of the Borough of Washington shall be paid unto the municipality.

SECTION 2. Any salary and wage ordinance adopted prior to the adoption of this ordinance with provisions inconsistent with the provisions of Section 1 of this ordinance shall, to the extent of any inconsistency, and only to the extent of the inconsistency, be repealed.

SECTION 3. In the event the position becomes vacant or no figure is listed, then the figures noted in the column with the heading “salary or wage range” shall be utilized by the appointing authority and any salary or wage paid within this range shall be deemed appropriate and valid.

SECTION 4. A public works employee who works eight hours in one day out of title in a job classification with a higher salary or wage range shall be entitled to additional compensation for the day at the rate of his or her current rate of pay plus ten (10) percent

SECTION 5. Any employees to be paid a stipend for CPWM shall have the stipend added to their base salary (pensionable earnings) to be paid twice per month. Any other stipends shall be paid twice a month, but are considered extra compensation and are not to be included in the base salary for pension purposes.

SECTION 6. *Dependent upon availability of Emergency Management Agency Assistance (EMAA) grant funds. In the event that EMAA funds are reduced and/or eliminated, stipend will be reduced in an amount commensurate with the reduction in grant funds.

SECTION 7. An employee who has medical coverage under a spouse’s health benefit plan (not including NJ SHEBP) and waives participation in the Borough of Washington health benefits program shall be compensated at the rate of THREE THOUSAND DOLLARS (\$3,000.00) PER ANNUM pro-rated to compensate the employee for only those pay periods when the Borough is no longer obligated to make health benefit payments.

SECTION 6. The rate contained herein shall become effective retroactively to January 1, 2022.

RESOLUTION 2022-133

**RESOLUTION TO APPOINT
TIFFANY TAGARELLI, Esquire AS MUNICIPAL SUBSTITUTE PROSECUTOR FOR
THE BOROUGH OF WASHINGTON**

WHEREAS, there exists the need of a Substitute Municipal Prosecutor; and

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Washington, Warren County, New Jersey as follows:

That Tiffany Tagarelli Esquire, of King, Moench & Collins be appointed immediately as Substitute Municipal Prosecutor until December 31, 2022.

RESOLUTION 2022-134

**RESOLUTION OF SUPPORT
FOR HANDICAP PARKING ZONE**

WHEREAS, a request was submitted to the Department of Transportation for a Handicapped Parking space to be designated;

WHEREAS, the Department of Transportation has approved this request for a Handicapped Parking Zone;

WHEREAS, such space is designated as a Handicapped Parking Zone by the Department of Transportation for the following location:

Route 57 (E Washington Avenue, South, with Placard Number# P2568722

Beginning at a point 258 feet east of the center line Route NJ 31 to a point 22 feet easterly therefrom. (also known as 175 E. Washington Ave)

NOW THEREFORE BE IT RESOLVED, the Borough of Washington concurs that any currently approved traffic regulation(s) in conflict with or inconsistent with the provisions of this Resolution, be rescinded upon approval of the Traffic Regulation Order.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to Chief Christopher Jones, Washington Township Polie and Charles Reilly, Supervisor Traffic Investigations, DOT.

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RESOLUTION 2022-135

**RESOLUTION AUTHORIZING THE (Borough of Washington) TO ACCEPT A
SUBGRANT AWARD OF THE FEDERAL FISCAL YEAR 2022 OF EMERGENCY
MANAGEMENT PERFORMANCE GRANT AND EMERGENCY MANAGEMENT
AGENCY ASSISTANCE**

WHEREAS, the (Borough of Washington) Office of Emergency Management has been awarded State Homeland Security Grant Program Sub-grant AFN #97.042, Subgrant Award #FY22-EMPG-EMAA-XXXX from the New Jersey Department of Law and Public Safety, Office of the Attorney General. The subgrant, consisting of \$10,000.00 Federal Award is for the purpose of enhancing the Borough's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

WHEREAS, the (Borough of Washington) will use these funds to enhance your Emergency Management Program and that the funds will be used for Emergency Management purposes; and

WHEREAS, the award period is from July 1, 2022 to June 30, 2023; and

WHEREAS, the subgrant award incorporates all conditions and representations contained or made in application and notice of award; and

WHEREAS, the (Borough of Washington) Office Emergency Management, designated by the New Jersey State Police, Office of Emergency Management, has submitted an Application for Subgrant Award that has been required by the said New Jersey State Office of Emergency Management.

NOW, THEREFORE, BE IT RESOLVED by the Council of the (Borough of Washington), in the County of Warren, State of New Jersey:

1. That the Council accepts the award of the FFY22 Emergency Management Performance Grant Program (EMPG), Emergency Management Agency Assistance Subgrant (EMAA) in the amount of up to \$10,000.00 Federal Funds from the New Jersey State Police, Office of Emergency Management.
2. That the Chief Financial Officer and Director of Emergency Management are authorized to sign the appropriate subgrant award documents.
3. That copies of this resolutions shall be forwarded to the New Jersey State Police, Office of Emergency Management, the City Business Administrator, the Chief Financial Officer and the County Division of Emergency Management and Office of Treasury.

RESOLUTION 2022-136

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 7, 2021 to FIG CUST FIGNJ19LLC & SEC PTY, PO BOX 54226, NEW ORLEANS, LA 70154, in the amount of \$651.17 for taxes or other municipal liens assessed for the year 2020 in the name of LOMBARDO, RACHEL as supposed owners, and in said assessment and sale were described as 81 ALVIN SLOAN AVE, Block 2.11 Lot 1, which sale was evidenced by Certificate #21-00006 and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 11/18/2022 and before the right to redeem was cut off, as provided by law, KELLY TITLE GROUP claiming to have an interest in said lands, did redeem said lands claimed by FIG CUST FIGNJ19LLC & SEC PTY by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$1,878.81 which is the amount necessary to redeem Tax Sale Certificate #21-00006.

NOW THEREFORE BE IT RESOLVED, on this 6th day of December, 2022 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to FIG CUST FIGNJ19LLC & SEC PTY, PO BOX 54226, NEW ORLEANS, LA 70154 in the amount of **\$4,378.81** (This consists of \$1,878.81 Certificate Amount redeemed + \$2,500.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 2.11 Lot 1 from the tax office records.

RESOLUTION 2022-137

AUTHORIZING BUDGET TRANSFERS

FOR FISCAL YEAR 2022 APPROPRIATIONS IN THE AMOUNT OF 42,000.00 IN THE CURRENT FUND

WHEREAS, N.J.S.A. 40A: 4-58 provides for appropriations transfers during the last two (2) months of the fiscal year, when it has been determined that it is necessary to expend for any of the purposes specified in the budget an amount in the excess of the sum appropriated

THEREFORE, AND WHERE IT HAS BEEN FURTHER DETERMINED that there is an excess in any appropriation over and above the amount deemed to be necessary to fulfill the purpose of such appropriation.

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NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Washington, County of Warren, State of New Jersey, the Chief Financial Officer Natasha S. Turchan, be and the same is hereby authorized to make transfers among the Fiscal Year 2022 Budget in the amount of \$42,000.00 in the Current Fund as follows:

	FROM	TO
Library		
Other Expenses		10,000.00
Municipal Clerk		
Salaries and Wages		2,000.00
Other Expenses		5,000.00
Group Health Insurance		16,000.00
General Administration		
Other Expenses		3,000.00
Financial Administration		
Other Expenses		1,000.00
Legal Services		
Other Expenses		5,000.00
Construction Code-Salaries and Wages	30,000.00	
Liability Insurance	2,000.00	
Engineering -Other Expenses	10,000.00	
	\$42,000.00	\$42,000.00

RESOLUTION 2022-138
A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

December 6, 2022

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 7, 2021 to BALA PARTNERS LLC, P.O. Box 303, Pottersville, NJ 07979, in the amount of \$175.18 for taxes or other municipal liens assessed for the year 2020 in the name of OLSON, SUSANNA as supposed owners, and in said assessment and sale were described as 51 W STEWART ST, Block 12.01 Lot 4, which sale was evidenced by Certificate #21-00010 and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 11/18/2022 and before the right to redeem was cut off, as provided by law, COAMERICA/CORELOGIC claiming to have an interest in said lands, did redeem said lands claimed by BALA PARTNERS LLC by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$1,222.76 which is the amount necessary to redeem Tax Sale Certificate #21-00010.

NOW THEREFORE BE IT RESOLVED, on this 6th day of December, 2022 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to BALA PARTNERS LLC, P.O. Box 303, Pottersville, NJ 07979 in the amount of **\$2,422.76** (This consists of \$1,222.76 Certificate Amount redeemed + \$1,200.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 12.01 Lot 4 from the tax office records.

**RESOLUTION 2022-139
A RESOLUTION TO REFUND OVERPAYMENT
ON 2021 & 2022 SOLID WASTE BALANCE**

WHEREAS, the property located at 100 BOULEVARD was billed for 2021 & 2022 solid waste service,
and

WHEREAS, this location never had solid waste service, and

WHEREAS, the billing for 2021 & 2022 was reversed, and

WHEREAS, the reversal created an overpayment of \$475.38 on the 2021 & 2022 solid waste bill for the property located at 100 BOULEVARD, also known as Block 63 Lot 3, and in the name of WESTER, ALBERT AND DONNA; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey, to hereby authorize the Tax Collector and Treasurer to refund the amount of \$475.38 payable to:

WESTER, ALBERT AND DONNA

61 RED OAKS WAY

RIDGELAND, SC 29936

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RESOLUTION 2022-140
A RESOLUTION TO REFUND OVERPAYMENT OF 3rd QUARTER 2022
REAL ESTATE TAXES DUE TO EXEMPT STATUS

WHEREAS, according to the Tax Collector's records, there is an overpayment of \$202.02 on the 2022 Taxes due to payments being applied on property located at 117 Railroad Ave, also known as Block 76.01 Lot 1 and assessed in the name of Flynn, Justin Patrick; and

WHEREAS, the property owner has qualified for Exempt Veteran Status in the year 2022 as of September 13, 2022, which has created the overpayment; and

WHEREAS, the Tax Collector has received a written request from the property owner to have the refund sent to them; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey, to hereby authorize the Tax Collector to refund the amount of \$202.02 payable to:

FLYNN, JUSTIN PATRICK
117 RAILROAD AVE
WASHINGTON, NJ 07882

RESOLUTION 2022-141
A RESOLUTION TO REFUND OVERPAYMENT OF 4th QUARTER 2022
REAL ESTATE TAXES DUE TO APPROVED VETERAN DEDUCTION

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WHEREAS, the property owner for the property located at 88 Flower Ave, also known as Block 44 Lot 9 and assessed in the name of Sim, Robert Jr, has qualified for a \$250.00 Veteran deduction for the year 2022; and

WHEREAS, according to the Tax Collector's records, there is an overpayment of \$250.00 on the 2022 Taxes due to payments being applied; and

WHEREAS, the Tax Collector has received a written request from the property owner to have the refund sent to them; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey, to hereby authorize the Tax Collector to refund the amount of \$250.00 payable to:

SIM, ROBERT JR
88 FLOWER AVE
WASHINGTON, NJ 07882

RESOLUTION 2022-143
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 7, 2021 to BALA PARTNERS LLC, P.O. Box 303, Pottersville, NJ 07979, in the amount of \$156.18 for taxes or other municipal liens assessed for the year 2020 in the name of MARTINEZ, JOSE as supposed owners, and in said assessment and sale were described as 250 RUSH AVE, Block 17 Lot 1, which sale was evidenced by Certificate #21-00012 and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 11/29/22 and before the right to redeem was cut off, as provided by law, BLANCA MARTINEZ claiming to have an interest in said lands, did redeem said lands claimed by BALA PARTNERS LLC by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$1,203.76 which is the amount necessary to redeem Tax Sale Certificate #21-00012.

NOW THEREFORE BE IT RESOLVED, on this 6th day of December, 2022 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to BALA PARTNERS LLC, P.O. Box 303, Pottersville, NJ 07979 in the amount of **\$2,403.76** (This consists of \$1,203.76 Certificate Amount redeemed + \$1,200.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 17 Lot 1 from the tax office records.

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RESOLUTION 2022-142

AMENDING CERTAIN SECTIONS OF RESOLUTION 2021-135

PROFESSIONAL SERVICES CONTRACT BETWEEN COMMUNITY ANIMAL CONTROL LLC, AND THE BOROUGH OF WASHINGTON.

WHEREAS an Agreement between The Borough of Washington having its principal place of business at 100 Belvidere Avenue, Washington, New Jersey 07882 and hereinafter referred to as the “**Borough**”; and Community Animal Control, LLC having its principal place of business at 36 Millbrook Rd., Washington, NJ 07882 hereinafter referred to as the “**Contractor**” was previously made between the parties with an effective date of January 1, 2022 a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the purpose of the Agreement was to set forth the terms and conditions of the Contractor’s Animal Control Services under a Shared Services Agreement (SSA) pursuant to which the Borough acts as the host/lead municipality for such services; and

WHEREAS, on March 1, 2022, two additional municipalities joined the SSA, which necessitated an adjustment to the overall fees charged by the Contractor and payments required of each municipality for the Contractor’s services under the SSA; and

WHEREAS, the Borough is now desirous to amend its existing Agreement with the Contractor in order to reflect the current municipal members of the SSA and the payments required for the services provided by the Contractor under the SSA beginning March 1, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Washington that the Mayor and Clerk/Interim Manager are hereby authorized to execute the First Amendment to the January 1, 2022 Shared Services Agreement for Animal Control Services between the Borough of Washington and the Contractor in substantially the form attached hereto as **Exhibit B**.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the Borough’s Chief Financial Officer, and Clerk and a copy of same will be made available to the public through the Office of the Clerk.

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN COMMUNITY ANIMAL CONTROL LLC, AND THE BOROUGH OF WASHINGTON.

THIS AGREEMENT, made this ____ day of December 2022 between The Borough of Washington having its principal place of business at 100 Belvidere Avenue, Washington, New Jersey 07882 and hereinafter referred to as the “**MUNICIPALITY**”; and Community Animal Control, LLC having its principal place of business at 43 Schooley’s Mountain Road, Long Valley, New Jersey 07852 hereinafter referred to as the “**CONTRACTOR**”

WITNESSED:

WHEREAS, the Municipality requires professional animal control services

WHEREAS, the Municipality requires animal control services under a shared service agreement with the following additional municipalities.

- Belvidere Township
- Franklin Township, Warren County
- Hackettstown
- Harmony Township
- *Lebanon Township

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- Lopatcong Township
- Mansfield Township
- Oxford Township
- Pohatcong Township
- *Phillipsburg
- Washington Township, Warren County
- Washington Township, Morris County
- White Township

WHEREAS, the Contractor is available to perform the necessary services for the Municipality and has the expertise and staff to provide these services

WHEREAS, The Municipality desires the Contractor to undertake professional services as outlined in Schedule A

WHEREAS, said services are professional in nature and are therefore excluded from the Bidding Laws of the State of New Jersey

NOW, THEREFORE, in consideration of the promises and the mutual covenants, conditions and agreements contained herein, the parties hereto agree that the Contractor shall provide the services outlined in the proposal attached hereto as Appendix A.

SECTION 1 – MUNICIPALITY’S RESPONSIBILITIES

The Municipality Shall:

1. Provide full information as to its requirements
2. Assist the Contractor by placing at its disposal all available information in regard to animal control activities.
3. Designate a person to act as the Municipality’s representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Municipality’s policies and decisions with respect to Contractor’s services. Such person shall not have authority to modify the Scope of Work nor amend or modify this Agreement.
4. Designate a person or persons that shall conduct all official correspondence with residents. This shall include but is not limited to mailing of ordinance warnings and summonses. They shall also notify residents of all health alerts as directed by the New Jersey and County health departments.
5. Give prompt written notice to the Contractor whenever the Municipality observes or otherwise becomes aware of any development that affects the scope, timing, or issues with services. Municipality must give direction and 30 days to correct and modify changes in services.
6. Maintain a contract with Common Sense for Animals or other licensed Shelter, Pound, or Holding Facility as the municipal designated holding facility for the drop off of impounded animals.

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7. Maintain a contract with an after-hours emergency veterinarian for the purpose of caring for severely injured impounded animals. This contract may also be with Common Sense for Animals when applicable.
8. Maintain and grant access to a dumpster for the purpose of disposing dead wildlife found in the borders of the municipality either through the contractor or on their own.
9. Be billed directly from the designated holding facility and any veterinarians for all costs of animal impoundment, treating injured animals, or preparing animals for rabies testing, and shall indemnify and hold harmless the Contractor from any and all such charges. This is to include but is not limited to impounding and veterinary fees for animals whose owner refuses or is unable to pay, Dangerous Dog impoundments, evictions, owner arrest, animal cruelty incidents, or any other animal impoundment or seizure. Under state statute, all aforementioned impoundments the municipality shall be able to recoup said costs through summons. At the Municipality's direction the Contractor shall issue appropriate summons on the behalf of the Municipality to recoup said fees.
10. Maintain and grant access to an office that can be used as a substation by the Contractor and its representatives. This office shall have access to a computer, stationary, internet, telephone, and other common amenities.

SECTION 2 - PERIOD OF SERVICE

1. The Contractor shall proceed with the performance of services as outlined in Appendix A attached. The term of this Agreement shall be from March 1, 2022 through December 31, 2022.
2. This Agreement may be terminated by either party upon ninety (90) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Failure of the Municipality to pay the Contractor shall not be grounds to terminate the contract nor will the inability for the Municipality to find a suitable holding facility under Section 1 paragraph 6 and 7. The Contractor shall be paid in full for services rendered and expenses incurred during the contract and to the termination date.
3. The Contractor reserves the right to assess a 10% late fee compounding each month if payments or any part thereof are not received within 45 days from invoice date. The Contractor reserves the right to suspend all services if payments or any part thereof are not received within 45 days from invoice date. The Contractor shall notify the Municipality in writing prior to any suspension of services. During the suspension the contract shall remain in full force and effect and monthly payments shall continue to accrue. During the suspension the contractor is not responsible for responding to any calls for service. During the suspension the municipality shall hold the contractor harmless from any liability for not responding to any request for service. It is expressly agreed that the Contractor is

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not obligated to incur any costs, expense, and/or legal fees as a consequence of the failure of the Municipality timely and fully remit all payments due hereunder, such costs, expenses, and/or legal fees shall be the sole responsibility of the Municipality.

4. It is expressly understood that if at any time during this contract one or more municipalities remove themselves from the shared service contract it will be the responsibility of Washington Borough as the lead Municipality to cover the loss as the contract cost will remain the same. In addition, if Washington Borough as the lead Municipality wishes to add another participating Municipality to this contract the Contractor will be compensated an additional \$833.34 each month.

SECTION 3 – PAYMENTS TO COMMUNITY ANIMAL CONTROL, LLC

5. The Contractor shall charge a monthly fee of \$15,833.34 for any and all services listed in Appendix A during the contract term.
6. The Contractor shall charge a hourly fee of \$65.00 for any and all services listed in Appendix B during the contract term in one hour increments. These services must be requested and approved by a municipal representative prior to the Contractor responding.
7. The Contractor shall charge a 5% fee added to any out of pocket Veterinary expense that the Contractor has to pay due to the Municipalities non-compliance of Section 1, Paragraph 6, 7, or, 9.
8. All fees will be billed on a monthly basis.

SECTION 4 – INSURANCE

1. The Contractor shall maintain general liability insurance in minimum amounts of \$2 million general aggregate, \$1 million per occurrence, and \$1 million for bodily injury and property damage.
2. In addition, the Contractor shall maintain automobile liability insurance in the minimum of \$1 million per occurrence, and the standard worker's compensation insurance coverage shall be maintained.
3. The Contractor shall name the Municipality as an additional insured on all policies other than worker's compensation and shall provide a waiver of subrogation. The Contractor will provide a Certificate of Insurance and the appropriate policy endorsements as evidence of such insurance upon request. Acceptance by the municipality of deficient evidence of insurance shall not constitute a waiver of the insurance requirements of this contract.

SECTION 5 – ACO'S, EQUIPMENT AND VEHICLES

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1. The Contractor shall provide support staff such as employees or subcontractors when necessary, and where necessary ensure that they are properly certified or licensed by the State of New Jersey.
2. The Contractor shall provide all equipment necessary to perform all duties listed in Appendix A.
3. The Contractor shall provide vehicles fully compliant with New Jersey State regulations.

SECTION 6 - ADDITIONAL CONDITIONS

1. Community Animal Control, LLC shall reserve the right to enter into an agreement similar to this with any other Municipalities in the State of New Jersey.
2. Community Animal Control, LLC is not a employee of the Municipality, therefore, cannot be the keeper of any documents under the Open Public Records Act. It will be the Municipalities responsibility to keep documentation forwarded to the Municipality by Community Animal Control in accordance with the laws governing the Open Public Records Act. Community Animal Control will purge its files every calendar year.

SECTION 6 – AFFIRMATIVE ACTION

1. The parties to this Contract agree to incorporate into this Contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time-to-time and the Contractor agrees to comply fully with the terms, provisions and obligations of said subsection which shall be applied subject to the terms of subsection 3.4(d) of said Regulations.
2. The parties to this contract agree to incorporate into this Contract the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time-to-time and the contractor agrees to comply fully with the terms, provisions and obligations of said section 5.3. A copy of the mandatory language and the Contractor’s certificate of compliance are attached hereto.