
BOROUGH OF WASHINGTON, WARREN COUNTY, NEW JERSEY

WASHINGTON BOROUGH COUNCIL MINUTES

December 6, 2022

The regular meeting of the Borough Council of Washington, Warren County, New Jersey was held in council's chambers at 7:00 P.M.

Roll Call: Conry, Cox, Heinrich, Noone, Norris and Ron.

Also Present: Laurie A. Barton, Borough Clerk
Leslie Parikh, Attorney

Absent: Norris

OATH OF OFFICE

Attorney Parikh administered the oath of office to Ethel Conry for Mayor and Louann Cox for Councilwoman.

Mayor Conry led everyone in the flag salute.

Mayor Conry read the following statement into record:

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 (Warren County Edition and Star Ledger) and posted on the Boroughs website stating the time, place and purpose of the meeting as required by law

PUBLIC COMMENT

Colleen O'Neil Executive Assistant at BID-represent updates:

Hometown Holiday was a huge success.

Thanked the Fire Department for decorating the tree and DPW for cleaning up area prior to event.

Operation Jersey Cares is ongoing.

Operation Toy Train was amazing with a huge turnout, 329 toys were donated.

Window decorating contest-beautiful windows first place was Laughing Goat 2nd place was Get a Grip.

Erin Anderson Buttzville Brewing Co., thanked everyone for Resolution 2022-99 signed back in August in support of local breweries.

Ms. Anderson discussed the issue of food trucks parked on Washington Avenue in the downtown area.

Discussions ensued regarding having food trucks able to come in at least once or twice a month. Food trucks have a positive impact on the other businesses and no complaints have been made.

Owner (name inaudible) from Why Not Burgers – stated he parked on Washington Avenue which created a lot of buzz and community members are excited to be there and it helped Buttzville Brewery-requested to keep the food truck going once or twice a month.

Gary Masenior-asked that the letter he had earlier given to Clerk be read, Ms. Courter, Clerk, read the letter received from Mr. Masenior into record.

Attorney Parikh-informing Mr. Masenior to set up a meeting with the Manager and would look into whatever evidence he may have then report back to council in an executive session. The Manager is given the authority to investigate.

Mr. Masenior asked if council will then agree to meet with him at December 20th meeting in executive session where he can address concerns and at conclusion of meeting to vote. Mr. Masenior also asked for the current council members be the ones to make this decision.

Mr. Masenior stated his problem is being two years behind in his taxes and his house is being sold tomorrow in tax sale and he is also two months behind in mortgage. He is not able to work since having a heart issue. Mr. Masenior stated that he has 1030 hours of documented hours worked that he was not paid for in 2017 and 2018 and added that these are only hours that he can document but that there are a lot more.

Mathew Bruce Jackson Valley Rd-stated that there has been progress and announced that his cannabis application was approved by the State. Mr. Bruce introduced his cousin who is applying for a manufacturing license, Tyler Adams.

Tyler Adams, Hoffman Rd Port Murray, NJ, stated he is looking into opening a business for cannabis manufacturing and build an honest relationship with the borough.

John Hanlos-New St., stated he is a temporary resident of Washington and a member of the Washington Historic Society. Mr. Hanlos distributed calendars out to members of council depicting pictures of historic buildings within the borough.

Mr. Hanlos stated that the borough seems to be losing a lot of its history.

Mr. Hanlos also inquired about the roads being repaired after the water company is finished with what they are doing around town.

Charles Brody Fifth Avenue- stated that the Borough is making history tonight, the first African Mayor in the County of Warren. This is a significant historical event and one that will not be lost. Mr. Brody congratulated Mayor Conry.

Mary Jordan 23 South Rt 31 -addressing in reference to when Washington was a great district and it had everything anyone needed, to see Washington deteriorate hurts. Her father had a cleaning business behind Quick Chek. Asked if somehow the borough can look into getting industry back in here where people can shop and build up the community, and added that there's no restaurants and no clothing shops here.

Hearing no further public comment, motion made by Cox and seconded by Ron to close the public portion, all were in favor.

MINUTES

Motion made by Noone and seconded by Ron to approve the following minutes. October 4th and 18th regular and executive, November 1st, regular.

Roll Call: Conry, Cox, Heinrich, Noone, and Ron.
Ayes: 5 Nays: 0 Abstain: Heinrich (October 4th and November minutes)
Motion passes.

NEW BUSINESS

Motion made by Cox and seconded by Ron to schedule the Re-Organization meeting for Tuesday January 3, 2023 at 7PM, all were in favor,

ORDINANCES 2nd reading

Motion made by Cox and seconded by Ron to open the public hearing for Ordinance 2022-13 all were in favor.

Hearing no public comment, motion made by Cox and seconded by Ron to close the public hearing, all were in favor.

Motion made by Noone and seconded by Ron to adopt Ordinance 2022-13

Roll Call: Conry, Cox, Heinrich, Noone, and Ron.
Ayes: 5 Nays: 0
Motion passes.

ORDINANCE 2022-13	
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	

Confidential Assistant (to C.F.O.) \$51,471 - \$80,945 AN

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.

RESOLUTIONS

Motion made by Cox and seconded by Noone to adopt Resolution 2022-133

Roll Call: Conry, Cox, Heinrich, Noone, and Ron.

Ayes: 5 Nays: 0

Motion passes.

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.

Motion made by Cox and seconded by Ron to adopt Resolution 2022-134.

Roll Call: Conry, Cox, Heinrich, Noone, and Ron.
Ayes: 5 Nays: 0
Motion passes.

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.

Motion made by Heinrich and seconded by Cox to adopt Resolution 2022-135

Roll Call: Conry, Cox, Heinrich, Noone, and Ron.
Ayes: 5 Nays: 0

Motion passes.

**Washington Borough
COUNTY OF Warren**

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.

Motion made by Cox and seconded by Noone to adopt Resolution 2022-136, 138, 143

Roll Call: Conry, Cox, Heinrich, Noone, and Ron.

Ayes: 5 Nays: 0
Motion passes.

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 2022-138

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 \$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 2022-143

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.

Motion made by Cox and seconded by Noone to adopt Resolution 2022-137

Roll Call: Conry, Cox, Heinrich, Noone, and Ron.
Ayes: 5 Nays: 0

Motion passes.

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.

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

Motion made by Cox and seconded by Heinrich to adopt Resolution 2022-139

Roll Call: Conry, Cox, Heinrich, Noone, and Ron.

Ayes: 5 Nays: 0

Motion passes.

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

Motion made by Cox and seconded by Ron to adopt Resolution 2022-140

Roll Call: Conry, Cox, Heinrich, Noone, and Ron.

Ayes: 5 Nays: 0

Motion passes.

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

Motion made by Cox and seconded by Mike to adopt Resolution 2022-142

Roll Call: Conry, Cox, Heinrich, Noone, and Ron.

Ayes: 5 Nays: 0

Motion passes.

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.

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

2. **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**"

3. WITNESSED:

4. **WHEREAS**, the Municipality requires professional animal control services

5. **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
- Lopatcong Township
- Mansfield Township
- Oxford Township

- Pohatcong Township
- *Phillipsburg
- Washington Township, Warren County
- Washington Township, Morris County
- White Township

6.

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

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

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

10. **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.

11.

12. SECTION 1 – MUNICIPALITY’S RESPONSIBILITIES

13. 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.

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.

11. 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 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.

5. SECTION 3 – PAYMENTS TO COMMUNITY ANIMAL CONTROL, LLC

6. The Contractor shall charge a monthly fee of \$15,833.34 for any and all services listed in Appendix A during the contract term.

7. 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.

8. 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.

9. All fees will be billed on a monthly basis.

10.

11. 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.

12. SECTION 5 – ACO'S, EQUIPMENT AND VEHICLES

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.

13. 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.

14. 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.

15.

16. **IN WITNESS WHEREOF**, we have set our hands and seals the date first written above.

REPORTS

Police Chief Jones congratulated Mayor Conry and Councilwoman Cox. Chief Jones stated he would like to touch upon a fact the Borough lost a member last week Phil Brewster who was a volunteer with Fire Company and the Emergency Squad and also a retired Police Officer back in the 90's. Chief Jones requested a proclamation be done for Mr. Brewster.

VOUCHERS AND CLAIMS

Motion made by Cox seconded by Heinrich to pay vouchers and claims.

Roll Call: Conry, Cox, Heinrich, Noone, and Ron.
Ayes: 5 Nays: 0
Motion passes.

COUNCIL REMARKS

Councilwoman Ron gave the following remarks:

- Thanked Mr. Hanlos (sp) for the photos with the calendar of the downtown there's a lot going on.
- Enjoyed being on council and working with everyone here and look forward in future to work.

Councilwoman Cox gave the following remarks:

- Stated goodbye to Noone and Ron and added that she hopes they will still be around to be involved.
- Look forward to another year, and get much more things done.

Councilman Heinrich gave the following remarks:

- Congratulated Mayor Conry and added he did not know this was the first African Mayor in Warren County.
- Congratulated Louann and added he looks forward to working with her two more years
- Thanked Sonia for all the work she put in.
- Expecting Josephine to be back at one point does so much for the town and lucky to have her always involved.
- Congrats to everyone who ran.
- Congrats to Jerry and everyone coming on.
- Looking forward to the next year.

- Nice to have everyone from community having input.
- Not an easy task to preserve the town and buildings.
- Laurie is holding town together and is doing a fantastic job.

Councilwoman Noone gave the following remarks:

- Congratulated Mayor Conry on first African Mayor of the County.
- Congratulations to Louann Cox.
- Look forward in working on Green Team.
- Congratulations to the new people coming on council.
- Keep working together to keep Washington moving forward.

Mayor Conry gave the following remarks:

- Thanked everyone who came out and voted for the current and past and present. Elated in sitting here making history thanking God. So much things I had to go through to get here.
- This is a full time job too. We just have to maintain poise with people. People can get to you. Help them not harm not here to harm anyone and will help with anything I can do.
- Thanked present council.
- Thanked her family.

Councilman Heinrich discussed the mayors pay and asked that the two woman who served this year as Mayor be compensated.

Motion

Motion made by Heinrich and seconded by Ron to ratify any compensation that is due back if not properly done to Louann Cox and Ethel Conry for mayors' rate of pay.

Roll Call: Conry, Cox, Heinrich, Noone, and Ron.

Ayes: 5 Nays: 0

Motion passes.

ADJOURN

Hearing no further business to come before Council, motion made by Cox and seconded by Ron to adjourn the meeting at 8:22 PM, all were in favor.

Laurie A. Courter, RMC
Borough Clerk