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## AGENDA

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### **BOROUGH OF WASHINGTON, WARREN COUNTY, NJ**

**December 19, 2023**

**7:00 PM**

#### **STATEMENT OF ADEQUATE NOTICE**

The requirements of the Open Public Meetings Law, PL. 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.

#### **FLAG SALUTE**

**ROLL CALL** Brown, Cox, France, Gorshkov, Infinito, Musick and Conry.

#### **AUDIENCE/COUNCIL APPEARANCE**

Washington Township Police Chief Jones-Presentation

Remarks, petitions, statements and testimony from guests

#### **MINUTES**

November 21, 2023

December 5, 2023

#### **REPORTS**

Committee Reports

#### **VOUCHERS-Approval of Claims**

#### **OLD BUSINESS**

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## Agenda-Continued

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### **NEW BUSINESS**

Washington Township Historical Society, Brian Wilcox - discussion  
Sanitary Sewer Line Extension Washington Township - discussion

### **ORDINANCE 2<sup>nd</sup> Reading**

#### **ORDINANCE 2023-20**

An Ordinance of the Borough of Washington Amending Chapter 75, Article II, entitled “Sale of Goods in Streets,” and the Downtown Redevelopment Plan Regarding Retail Sales on Public Sidewalks

### **RESOLUTIONS**

#### **RESOLUTION 2023-152**

A RESOLUTION AUTHORIZING THE RELEASE OF PERFORMANCE BOND FOR THE IMPROVEMENTS TO BLOCK 1, LOT 95 (TACO BELL) IN THE AMOUNT OF \$171,991.00, HELD IN TRUST BY THE BOROUGH OF WASHINGTON

#### **RESOLUTION 2023-153**

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

#### **RESOLUTION 2023-154**

RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

#### **RESOLUTION 2023-155**

RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

#### **RESOLUTION 2023-156**

APPOINTING RISK MANAGEMENT CONSULTANT  
2024 Fund Year

#### **RESOLUTION 2023-157**

STATEWIDE INSURANCE FUND  
RESOLUTION APPOINTING FUND COMMISSIONER  
2024 Fund year

#### **RESOLUTION 2023-158**

RESOLUTION TO REFUND OVERPAYMENT OF PROPERTY TAXES

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## Agenda-Continued

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### **RESOLUTIONS-Cont'd**

#### **RESOLUTION 2023-159**

RESOLUTION TO PARTNER WITH ENVIRONMENTAL POLICY INNOVATION CENTER AND NEW JERSEY FUTURE TO DEVELOP A LONG-TERM CAPITAL PLAN

#### **RESOLUTION 2023-160**

AWARDING AN EXTRAORDINARY UNSPECIFIABLE SERVICE CONTRACT TO CIVIL SOLUTIONS TO PRODUCE NEW DIGITAL TAX MAPS, EMERGENCY SERVICES MAPPING AND ZONING MAP

### **RECAP**

### **COUNCIL REMARKS**

Remarks, Reports, Discussions

### **EXECUTIVE SESSION-if needed**

Personnel-Manager Evaluation

Next Meeting: January 2, 2024 7PM (Re-Organization)

### **ADJOURNMENT**

## **ORDINANCE 2023-20**

### **An Ordinance of the Borough of Washington Amending Chapter 75, Article II, entitled “Sale of Goods in Streets,” and the Downtown Redevelopment Plan Regarding Retail Sales on Public Sidewalks**

**WHEREAS**, the Mayor and Borough Council seek to revise the regulations concerning retail sales on public sidewalks within the commercial zoning districts (B-1, B-2, and Downtown Redevelopment Area) in Washington Borough.

**NOW, THEREFORE BE IT ORDAINED**, by the Mayor and Council of the Borough of Washington, County of Warren, that the Code of the Borough of Washington be amended as follows:

**Section 1.** Chapter 75, Article II of the Code of the Borough of Washington, entitled “Sale of Goods in Streets,” is hereby deleted in its entirety and replaced with the following Article entitled, “Sidewalk Sales”:

#### **§75-11 Purpose**

The purpose of this section is to permit Sidewalk Retail Areas immediately adjacent to retail shops selling goods in order to increase the viability of retail establishments and to enhance the vitality of the Borough of Washington.

#### **§75-12 Definitions**

##### **DOWNTOWN REDEVELOPMENT AREA**

The area designated pursuant to the Borough of Washington’s Downtown Redevelopment Plan dated August 2022 and adopted pursuant to Ordinance 2022-10, as may be amended from time to time.

##### **OUTDOOR RETAIL SALES EQUIPMENT**

Any temporary racks, kiosks, tables and/or display cases that are commonly used in connection with the exhibition or sale of goods, services or produce outdoors.

##### **RETAIL SALES ESTABLISHMENT**

Establishments engaged in the selling or rental of goods or merchandise and in rendering services incidental to the sale of such goods.

##### **SIDEWALK RETAIL AREA**

A designated area of a public sidewalk immediately adjacent to the front façade of the retail establishment which extends no more than four (4) feet from the façade of the retail establishment and may extend the along the length of the retail establishment’s façade. The location of the Sidewalk Retail Area on the public sidewalk shall be in conformance with all Federal, State and Local statutes, regulations and ordinances and subject to the issuance of a license under Chapter 75, Article II of the Borough Code and Section 75-13.2 herein.

#### **§75-13.1 Applicability**

- A. The provisions of this section apply only to retail sales areas on public property and/or within the public right-of-way.
- B. Sidewalk Retail Areas regulated by this section shall only be operated by a properly licensed and approved Retail Sales Establishment.

### **§75-13.2 Areas in which temporary use of sidewalk areas for retail sales are permitted.**

Temporary use of the public sidewalk shall be permitted as a retail sales area pursuant to this Chapter only within the following zoning districts:

- A. Washington Borough Downtown Redevelopment Area;
- B. B-1 District; and
- C. B-2 District.

### **§ 75-13.3 License required.**

No person or persons shall keep any Outdoor Retail Sales Equipment on any public sidewalk or in or on any of the right of ways, streets, avenues or public alleys in the Borough of Washington, for the sale of goods and chattels of any kind, without first having secured a license in writing from the Borough Zoning Officer.

- A. Applicants shall apply for license approval in accordance with the provisions of this Article. All such applications shall be approved by the Zoning Officer and shall be referred to the Chief of Police, Construction Code Official, Fire Code Official, and other such Borough Official(s) the Zoning Officer deems appropriate, who shall provide the Zoning Officer with written reports of their opinions and recommendations regarding the application.
- B. Applicants shall meet all general ordinance requirements and all other laws, rules, regulations and codes applicable to the proposed activity.
- C. Contents of Submission to Zoning Officer. Applicants proposing to establish an area for retail sales on a public sidewalk must provide all information set forth in Section 75-13.4 of the Borough Code.
- D. The Zoning Officer shall review each application to ensure that the proposed operation of the Retail Sales Area will not interfere with pedestrian or vehicular traffic. A minimum of unobstructed five (5) feet shall be maintained along the sidewalk for pedestrian traffic. All applicable Americans with Disabilities (ADA) requirement minimums shall be met.
- E. The Zoning Officer shall approve the hours of operation for each Sidewalk Retail Area. In approving the hours, the Zoning Officer shall take into consideration the nature of the Retail Sales Establishment at issue, the character of the neighborhood adjacent to the premises, and the character and nature of other uses in the vicinity of the premises at varying times of day. At no time will outdoor retail sales be permitted before 9:30 am or beyond 10:00 p.m.
- F. The area contained in the Sidewalk Retail Area shall not be counted in determining any parking space requirement for a retail sale establishment use.
- G. The retail sale area must be properly maintained at all times including complying with the litter control plan, complying with all applicable laws, rules, regulations and codes, properly securing and/or removing Outdoor Retail Sales Equipment and other items during times of inclement weather and high wind.
- H. All Retail Sales Equipment and merchandise for sale must be removed from the Sidewalk Retail Area whenever the Retail Sales Establishment is not open to the public.

### **§75-13.4 Application for License**

An application, sworn to by the applicant, for a Sidewalk Retail Area shall be filed annually with the Borough Clerk on forms supplied by the Clerk. The forms shall require the following information and such additional information as deemed necessary:

- A. The name of the applicant and the address.
- B. The name and address of the Retail Sales Establishment where the Sidewalk Retail Area is to be maintained.

- C. Written consent of the owner of the premises, if other than the applicant.
- D. A certificate of insurance providing at least \$1,000,000 of comprehensive general liability extending premises coverage to all activities associated with sidewalk retail sales and listing the Borough of Washington as an additional insured with respect to such activities.
- E. A layout of the proposed retail sale area, which shall include, but not be limited to the following: the location and dimensions of the proposed sidewalk Retail Sale Area and the locations and dimensions of all Outdoor Retail Sales Equipment that will be utilized.
- F. Proposed hours of operation for the Sidewalk Retail Area.
- G. A check payable to the Borough of Washington in the amount of the license fee required by § 75-13.5.
- H. Execution and filing with the Borough Clerk of an indemnification agreement pursuant to which the licensee, in further consideration of the issuance of the license, shall agree to forever defend, protect, indemnify and save harmless the Borough, its officers, agents and employees, from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of or which may arise out of the licensee's operation of it Sidewalk Retail Area.
- I. Execution and filing with the Borough Clerk of a maintenance agreement pursuant to which the licensee, in further consideration of the issuance of the license, shall agree, at the Borough's option, either to repair at its sole cost and expense any damage caused to the sidewalk or any Borough-owned property by the operation of its Sidewalk Retail Area, or to reimburse the Borough in full for all costs and expenses incurred by it in making any such repairs.
- J. The Borough Clerk may require a bond to be filed by the licensee in an amount to be fixed by the Borough.

**§75-13.5 Application Fees**

- A. The fee for a sidewalk retail sales license application shall be:  
Sidewalk Retail Area with a length up to ten feet (10') shall be \$25.  
Sidewalk Retail Area with a length of ten feet one inch (10' 1") but no more than twenty feet (20') shall be \$50.  
Sidewalk Retail Area with a length of twenty feet one inch (20' 1") or more shall be \$75.
- B. Application fees shall not be pro-rated nor any part thereof refunded for any reason.

**§75-13.6 License terms and conditions**

- A. A Sidewalk Retail Area shall be valid only through December 31 of a given year, and a new license must be obtained for each year.
- B. A Sidewalk Retail Area license may not be transferred.
- C. The license shall be displayed in a conspicuous place on the premises prior to the use of the premises for Sidewalk Retail Sales.

**§75-13.7 Regulations**

The conduct of Sidewalk Retail Area pursuant to a license issued under this article shall be subject to all of the following restrictions and requirements:

- A. Outdoor retail sales may be conducted in the Downtown Redevelopment Area, B-1 and B-2 zoning districts.
- B. The Sidewalk Retail Area must not inhibit pedestrian traffic on public sidewalks, and an area must be open and unobstructed for pedestrian traffic between the closest edge of the Outdoor Retail Sales Equipment and the curb line, which area shall have a minimum width of five (5) feet. The passage area must be barrier free and clear of any obstructions. All applicable Americans with Disabilities (ADA) requirement minimums shall be met.
- C. Outdoor Retail Sales Equipment shall not be placed in an alleyway or walkway or be placed in such a manner as to block any alleyways or walkways or any building entrance/egress. It shall be unlawful to obstruct or reduce in any manner the clear width of any exit discharge passageway, as determined by the clear width opening of the entrance/egress door(s). The passageway shall be as

straight as possible leading directly to the street. Outdoor Retail Sales Equipment shall not be placed in such a manner as to block any municipal signs, receptacles for garbage, public benches or other public amenity, including fire hydrants.

- D. The Outdoor Retail Sales Equipment not permitted in the Sidewalk Retail Area are Tents and other temporary structures.
- E. Outdoor Retail Sales Equipment shall be in good condition and appropriate for the safe display of merchandise. All Outdoor Retail Sales Equipment must be approved in advance by the Zoning Officer.
- F. Outdoor Retail Sales Equipment shall not be attached, drilled into, adhered to, chained to, or otherwise affixed to the sidewalk, tree, pole, or other fixture, or to any permanent structure or building.
- G. Sidewalk Retail Areas shall be kept clean during hours of operation. Litter shall not be permitted on adjoining sidewalks or property.
- H. Retail Sales Establishments are prohibited from using public utility hookups.
- I. The placement of Outdoor Retail Sales Equipment shall be limited to the area immediately adjacent to the façade of the licensed and approved Retail Sales Establishments and extending no more than four (4) feet from the façade and shall not exceed the length of the front façade of the retail establishment.
- J. Outdoor Retail Sales Equipment and retail merchandise must be removed from the Retail Sales Area every day and whenever the licensee is not open for business to the public.
- K. Sidewalk retail sales shall be permitted year-round except the Borough Manager may suspend Sidewalk Retail Sales when the Borough Manager determines, at the Borough Manager's sole discretion, the weather or the condition of the sidewalk would create a hazardous condition for pedestrians or impede emergency responders.
- L. Permissible hours of operation shall be from 9:30 am to 10:00 p.m.
- M. All Outdoor Retail Sales Equipment must be removed by 10:30p p.m. daily. Outdoor Retail Sales Equipment cannot be stored on the public sidewalk.
- N. The Borough retains the right to suspend a Sidewalk Retail Area to allow for construction activity, utility repairs, and special events or for other reason as deemed appropriate by the Borough Council, with reasonable advance notice to be given to affected licensees.
- O. All Sidewalk Retail Areas must be cleared of all furnishings in advance of any snowstorm or weather emergency declared by the Borough.
- P. The Borough may require removal of Outdoor Retail Sales Equipment during special events, parades, marches, repairs to the street or sidewalk, or any other reason. The Borough shall have the right to unilaterally remove unapproved exterior equipment from the Sidewalk Retail Area, and costs of removal shall be borne by the Retail Sales Establishment or the property owner.
- Q. The licensee shall comply with all other Borough ordinances.

**§ 75-13.8 Non-applicability.**

This article shall not apply to any person or persons who hawk or peddle fish, foreign or domestic fruits or goods and chattels from house to house.

**§75-13.9 Notice of Violation; Suspension and revocation of license**

- A. Upon receipt of a notice from the Zoning Officer that a Retail Sales Establishment has violated any provision of this Article, such violation shall be abated within 48 hours. Such notice shall be provided in writing to the address provided by the licensee on the application required under this Article.
- B. Sidewalk Retail Sales Licenses are interruptible and terminable licenses for use granted by the Borough. The issuance of a Sidewalk Retail Sales License shall not convey any property interest to the Retail Sales Establishment, property owner, or to any other person. Any license may be suspended or revoked for good cause by the Borough Council, including but not limited to a misrepresentation of the information supplied in the application, the conviction of a crime, a violation of any ordinance, statute or government regulation or a violation of this Article.

- C. The Zoning Officer shall revoke any Sidewalk Retail Sales License for violation of any of the restrictions or conditions of this Article after providing a written notice and opportunity to abate in compliance with subsection (A) hereunder.
- D. The Borough shall have the right and power, acting through the Zoning Officer, to revoke, prohibit, or limit operation and use of a Sidewalk Retail Sales License at any time by reason of anticipated, threatened, or actual problems or conflicts in the use for the sidewalk area. Such circumstances may arise from, but are not limited to, changing patterns of sidewalk use, scheduled festivals or similar events, parades or marches, repairs to the street or sidewalk, or for any other reason.

#### **§75-13.10 Enforcement.**

The Borough Clerk shall be responsible for licensing and the collection of fees. This chapter shall otherwise be enforced by the Zoning Officer and the Washington Police Department.

#### **§75-13.11 Violations and penalties.**

- A. Failure to abide by an established litter control plan shall constitute a violation of this Chapter, and shall subject the applicant to a fine in an amount not less than \$100 per day, per violation.
- B. Any other violations of the provisions of this article shall be punishable by a fine not to exceed \$500 as determined by the Municipal Court. Each day the violation shall continue after a notice and a reasonable opportunity to correct or remedy the violation shall constitute a separate violation.

#### **§75-13.12 Appeals.**

Any person aggrieved by any action of the Borough Clerk or Zoning Officer, in the denial or revocation of a Sidewalk Retail Sales License, shall have the right to appeal to the Mayor and Borough Council. The appeal shall be taken by filing with the Borough Clerk, within fourteen (14) days after the notice of the action complained of has been served personally upon the licensee, or mailed, postage prepaid, to the licensee at the address given by the licensee in making application under Section 75-13.4 herein, a written statement setting forth fully the grounds for appeal. The Borough Clerk shall set a time and place of hearing for the appeal, at which time the Borough Council shall conduct a hearing and affirm, modify or reverse the action appealed from.

#### **§75-13.13 Severability.**

Each section of this article is an independent section, and the holding of any section or part thereof to be unconstitutional or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other section or part thereof.

**Section 2.** The Downtown Redevelopment Plan is hereby amended as follows:

- Page 29, “Permitted Accessory Uses and Structures” in the Washington Avenue Core District is amended by adding subsection (9) as follows:
  - Sidewalk Retail Areas in compliance with Chapter 75, Article II of the Borough Code
- Page 31, “Permitted Accessory Uses and Structures” in the Route 31 Gateway District by adding subsection (9) as follows:
  - Sidewalk Retail Areas in compliance with Chapter 75, Article II of the Borough Code
- Page 32, “Permitted Accessory Uses and Structures” in the Theater District by adding subsection (8) as follows:
  - Sidewalk Retail Areas in compliance with Chapter 75, Article II of the Borough Code

**Section 3.** All ordinances or parts of ordinances inconsistent herewith are repealed as to such inconsistencies.



**Section 4.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 5.** This Ordinance shall take effect upon final passage and publication according to law.

Introduced: November 20, 2023

Public Hearing/adoption: December 19, 2023

**RESOLUTION #2023-152**

**A RESOLUTION AUTHORIZING THE RELEASE OF  
PERFORMANCE BOND FOR THE IMPROVEMENTS TO BLOCK 1, LOT 95 (TACO  
BELL) IN THE AMOUNT OF \$171,991.00, HELD IN TRUST BY THE BOROUGH OF  
WASHINGTON**

WHEREAS, OZE JADE, LLC has requested the release of the Site Improvement Performance Bond and a Safety and Stabilization Bond issued for the site improvements to Block 1, Lot 95 (Taco Bell); and

WHEREAS, Kevin Smith, PE, PP, CME, Borough Engineer, advised that his office performed an inspection of the property and confirmed in a letter dated December 4, 2023 that the site improvement work is satisfactory; 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 that the Borough Clerk is authorized to release Construction Performance Bond in the amount of \$166,032.00 and a Safety and Stabilization Bond in the amount of \$5,959.00.

The above resolution was moved by \_\_\_\_\_, seconded by \_\_\_\_\_, voted and carried this December 19, 2023.

**RESOLUTION 2023-153**

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

**THIS AGREEMENT**, made this 1st day of January, 2024 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 36 Millbrook Road, Washington, New Jersey 07882 hereinafter referred to as the "Contractor";

**WITNESSETH:**

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

**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 Animal Control services as outlined in Schedule A

**WHEREAS**, said services are Shared Service 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.
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 January 1, 2024 through December 31, 2028. Upon the expiration of this contract the Municipality may request a three month emergency extension to allow for a new contract to be awarded. The cost of the emergency extension will be 15% above the current contract rate.
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. As this is a shared service contract it is expressly understood that municipalities have the right to remove themselves with 90 days notice given to the lead municipality and the Contractor. If at any time during this contract one or more municipalities gives proper notice to remove themselves from the shared service contract it will be the responsibility of Washington Borough as the lead Municipality to ensure the Contractor is paid in full for all services rendered until the date of removal. Once removed the contract will adjust to a new rate subtracting the amount paid by the leaving municipality minus any insurance costs. 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 amount to be agreed to by the Contractor.

### **SECTION 3 – PAYMENTS TO COMMUNITY ANIMAL CONTROL, LLC**

1. Service costs are listed under the following table for any and all services listed in Appendix A during the contract term.
  - a. 2024: \$213,444.00 or \$17,787.00 per month
  - b. 2025: \$221,628.00 or \$18,469.00 per month
  - c. 2026: \$230,568.00 or \$19,214.00 per month
  - d. 2027: \$239,472.00 or \$19,956.00 per month
  - e. 2028: \$239,892.00 or \$19,991.00 per month

2. The Contractor shall charge an hourly fee of \$75.00 for any and all services listed in Appendix B during the contract term in one hour increments with a 2 hour minimum. These services must be requested and approved by a municipal representative prior to the Contractor responding. **\*\*Washington Township Morris County pays for Rabies Quarantines in their monthly fee\*\***
3. 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.
4. 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**

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.

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

**ATTEST:**

**COMMUNITY ANIMAL CONTROL, LLC**

\_\_\_\_\_  
**CFO, Community Animal Control**

BY: \_\_\_\_\_  
**Owner, Community Animal Control**

**ATTEST:**

\_\_\_\_\_  
**Clerk of Washington Borough**

BY: \_\_\_\_\_  
**Mayor of Washington Borough**

## Appendix A

### ANIMAL CONTROL SERVICES TO BE PROVIDED BY THE CONTRACTOR 24 HOURS A DAY, 7 DAYS A WEEK, 365 DAYS A YEAR.

#### Definitions

**Owner:** Any person or persons to include property owners and private businesses owners who have shown an interest or permitted their tenants or employees to show interest in a domestic animal by having the domestic animal in their keeping or allowing the domestic animal to remain on their property, or provided food, water, shelter, or veterinary care to a domestic animal for a period of time exceeding 7 days without notifying the municipality or the municipal animal control agency at the time when the domestic animal was first discovered and requested removal.

**Stray Animal:** Any animal with no apparent owner that is observed by the animal control officer to not be fed, sheltered, or otherwise provided care by a person or persons or has not been permitted to remain on private property.

**Owned Animal:** Any animal which the owner is known licensed or not or has been provided food or shelter or permitted to remain on private property for a time period exceeding 7 days, or has distinguishing ownership markings such as collar, or ear notches commonly seen in TNR cats.

#### Stray Domestic Animal Apprehension and Impoundment

1. The Contractor shall respond and when possible, impound dogs that are running loose within the borders of the contracting municipality when the animal is in view of the complainant. The impounded animals shall be transported and sheltered at the designated holding facility for a time period prescribed by law.
2. The Contractor shall respond and impound all stray dogs that have been found and confined within the borders of the contracting municipality. The impounded animals shall be transported and sheltered at the designated holding facility for a time period prescribed by law.
3. The Contractor shall respond, impound, and transport to a veterinarian all severely injured stray dogs and cats found within the borders of the contracting municipality.
4. The Contractor shall respond, impound, and transport to a designated holding facility all dogs under the New Jersey Potentially Dangerous and Vicious Dog Act in conjunction with the Municipal Department of health and local law enforcement.

#### Rabies Testing

1. At the direction of the Municipality the Contractor shall respond and attempt to capture and transport to a local vet or holding facility all non-owned animals involved in a rabies exposure within the borders of the contracting municipality.
2. If rabies testing is required, the Contractor shall transport the biting animal to the Municipal veterinarian to be prepared for testing or if requested can be prepped by the Contractor.
3. The Contractor will transport rabies specimens to local and county health offices for transport or utilize the state courier. If any cost is affiliated with the state courier, they will be borne by the Municipality.
4. The Contractor will not transport rabies specimens to the State Lab.

#### Wildlife

1. The Contractor shall respond, attempt to capture, or have destroyed all wildlife that has bitten any human or companion animal within the borders of the municipality. The biting animal's remains will be transported to a veterinarian to be prepared for rabies testing. Municipal Police may be required to destroy the suspect animal at the request of the Contractor. If the Municipal Police refuse the animal will be transported to a licensed Veterinarian for euthanasia.
2. The Contractor shall respond, attempt to remove, capture, release, or have destroyed all small wildlife that the Contractor feels is sick or injured, or has entered and is occupying the immediate living space of a residence. Examples of areas not considered immediate living spaces are but not limited to attic, basement, crawlspace, chimneys, walls, ductwork, roofs, garages, out buildings, commercial property, trashcans, traps, trees, front or back porches, dumpsters, or any other property that is not inhabited. All other wild animal issues will be considered nuisance wildlife. Though uncommon due to the restricted hours and rules of local

wildlife rehabs and employee safety concerns Municipal Police may be required to destroy the suspect animal at the request of the Contractor. The request to destroy the animal may be given via telephone. If the Municipal Police are unable or unwilling to destroy the animal the animal will be transported to a licensed Veterinarian for euthanasia.

3. Wild animals injured due to a resident's or their representatives carelessness or deliberate actions shall not be the responsibility of the Municipality or the Contractor. The resident or their representative shall be directed to contact a Wildlife rehab or New Jersey State Fish and Game. The resident or their representative shall be responsible for transport of the animal to the rehab or other state approved location. They can do this through private contractor such as a pest control service. This includes but is not limited to trapping, snaring, poisoning, cutting down trees habited by wildlife, sealing up wildlife dens or holes wildlife has created to access living areas, and improper exclusion. If the resident refuses the case will be transferred to the Municipal Humane Law Enforcement Officer for possible animal cruelty charges.
4. All Deer, Bear, Bob Cat, Coyotes, birds covered under the US Migratory Bird Act, exotic animals under the NJ Department of Environmental Protection and Snakes incidents are regulated by New Jersey Department of Fish and game, department of Wildlife Conservation. Residents with issues with these animals shall be directed to contact them for assistance.
5. Under NJ Wildlife Conservation Guidelines wildlife cannot be removed from a property unless it has caused over \$500 worth of property damage. Certain species of wildlife are protected under state statue and cannot be removed unless it poses a threat of immediate danger. Other species are protected during certain times of the year and cannot be removed during those times for any reason. Residents shall be directed to call NJ Fish and Game Department of Wildlife Conservation prior to removing or trapping any wild animal. Callers shall be informed that nuisance wildlife is not covered under this contract and they will be solely responsible for all costs in the removing or exclusion of nuisance wildlife. The Contractor may assist but shall charge a fee to the resident for any nuisance wildlife issues.
6. For Contractual purposes all Wild Birds shall be considered Wildlife and restrictions listed above shall also apply to them.
7. The Contractor reserves the right to offer nuisance wildlife remediation or removal services to residents. The cost for these services vary due to the scope of the work. Any agreement for nuisance wildlife services is solely between the Contractor and the resident. The Municipality shall not be responsible for the cost of these services,

### **Livestock**

1. The Contractor will respond to incidents regarding stray Livestock when the animal is in view of the complainant and the owner is not known.
2. If unable to locate owner, the Contractor may attempt to capture and transport all stray livestock to a holding farm only if the farm is available. This service can be limited due to the size of animals and the availability of a farm capable to housing animal. If a farm is unavailable the Municipality may request temporary holding of the stray livestock at another location through the New Jersey Department of Agriculture.
3. Sick, Injured, or Dead livestock shall be the responsibility of the owner. If the owner is unknown, it shall be the responsibility of the Municipality.

### **Animal Cruelty**

The Contractor shall forward all animal cruelty complaints to the municipal Humane Law Enforcement Officer. The Humane Law Enforcement Officer will handle the complaint from that time forward. Responding to animal cruelty incidents will be the responsibility of the Municipal Humane Law Enforcement Officer, the County Prosecutors Office, and the designated County SPCA under state statue. Under NJ Statue the designated County SPCA is responsible for the care of all animals seized under the animal cruelty statues. If the designated County SPCA is unavailable, the Contractor may help in transporting the dogs and cats that are seized if approved by the municipality and the holding facility, see Appendix B. The Contractor is not obligated to provide care for animals that have been seized or held under the animal cruelty statutes. This includes providing food and water to animals that reside on any property.

Typical Animal Cruelty Incidents include but are not limited to:

1. Animal hoarding: Animal hoarding is defined as any abundance of animals that exceeds normal ownership and is averse to the health of the occupant of the home, to the animal, or to the residents of the municipality.



NJSA 4:22-17.8

2. Animal Abandonment: Animal abandonment is defined as any owned animal left behind or permitting an animal to be abandoned in circumstances that can cause harm to the animal if not attended. A common example is an animal left behind during a property eviction. NJSA 4:22-20
3. Failure to provide shelter / Tethering Law: Tethering an animal for an extended period of time or failure to provide an animal with proper shelter if outside during adverse conditions. NJSA 4:22-17.2, NJSA 4:22-17.5
4. Leaving an animal in a motor vehicle or transporting an animal in an unsafe manner. NJSA 4:22-18

### **Animal Cruelty and Owned Animal Transports**

At the direction of the Municipal the Contractor will transport all owned animal seized by the Municipal or County Humane Law Enforcement Officer to the Municipal holding facility

### **Owned Animal Incidents**

Notwithstanding the New Jersey Dangerous Dog Act, it is expressly agreed, the Contractor does not have the statutory authority to seize or impound owned animals from their owner's property or property that they reside at without the owner's permission. This includes but is not limited to situations where the owner is evicted, arrested, or hospitalized. If the owner is unable to take care of their animal, they need to make arrangements with another party for the care of their animals. Upon request, the Contractor will provide a list of rescue organizations that may temporarily house the animal. If no rescue is available, the owner will be forwarded to a boarding facility. If the owner refuse or is otherwise unable to find suitable housing for their animal the Contractor will notify the Municipal Humane Law Enforcement Officer for direction. If requested the Contractor will transport the owned animal to the Municipal holding facility, see Appendix B.

In the event of the owner's arrest, or hospitalization where they are occupying a motor vehicle with their pet the Contractor shall transport the pet to a designated holding facility. As applicable by law upon taking the animal the municipality shall send a certified letter to the owner advising them that they have at least 7 days to claim or have someone claim the animal(s) from the designated holding facility. If the time limit has elapsed the incident shall be considered animal abandonment under the animal cruelty statutes. Therefore, the case will be transferred to the Municipal Humane Law Enforcement officer for direction.

- b. In the event of the owner's arrest or hospitalization at their residential property the animal should remain on the property if another party resides at the same residents. If no other person resides at the property, the animal may remain alone at the owner's property for a period not to exceed 24 hours unless the property is deemed by the Humane Law Enforcement Officer to have hazardous living conditions. This guards against unreasonable seizures in the event the owner is released within a safe time period. If the time frame exceeds 24 hours the Municipal Humane Law Enforcement Officer or County Prosecutors Office should seize the dog or cat under the animal cruelty laws for their well-being.
- c. In the event of an eviction a signed copy of a fully executed eviction warrant (Warrant of Removal) should be provided to the Municipal Humane Law Enforcement Officer by the person requesting said eviction prior to the removal of the animal. The Municipal Humane Law Enforcement Officer or County Prosecutors office should contact the owner of the animal(s) and arrange a time for them to take custody of the animal. If the owner is unwilling or unable to claim their animal, it would be considered animal abandonment under the animal cruelty statutes and the animal(s) should be removed and taken to the designated county SPCA. If the municipality or County Prosecutors office requests the removal of animal(s) and transport to a holding facility they must provide a copy of the executed warrant of removal to Animal Control prior to any employee of Animal Control entering the premises and removing the animal.
- d. In the event of the owners death any relatives, partners, executors, or roommates should be responsible for the care of the animal. Animals are considered property and are part of the estate. If there is no one able to care for the animal then the Municipal Humane Law Enforcement Officer or County Prosecutors office should seize the animal(s) for their well-being until a responsible party is located.
- e. Under NJSA 4:22-48.2 any fees incurred due to seizing animals under the animal cruelty statutes by the Humane Law Enforcement Officer or County Prosecutor's Office can be recovered through the court. It is highly recommended that the municipality pursue ordinances that allow liens to be placed on monetary property of violators. It is also recommended that the municipality designate all fines received under the animal cruelty statutes to enter into the municipal animal welfare fund.

### **Pet Census and Licensing**

1. At the direction of the Municipality the Contractor will conduct an annual pet Census. This census shall be administered while answering calls from residents and police (not door to door). This Census of all unlicensed pets shall be given to the municipality monthly. The municipality shall decide to either send out warnings to the offenders or to issue summons immediately. If warnings are sent it will be up to the municipality to contact the Contractor once the warning time limit has expired if they wish the Contractor to issue summons.
2. At the Direction of the Municipality the Contractor shall at a date and time directed by the municipality sign summons against residents that are noncompliant with pet licensing. Yearly summoning from the unlicensed pet list provided by the municipality will be conducted after October 1st at the discretion of the municipality. It is recommended that the municipality fill out each summons and notify the Contractor when completed as the Contractor is compensated at a hourly rate for this service. The Contractor will then respond to sign each summons.

### **Court, Ordinance and Law Violations**

1. At the direction of the Municipality the Contractor shall issue summons at the discretion of the issuing officer under the contract municipality's ordinances and State Statutes.
2. At the direction of the Municipality the Contractor shall attend all court meetings, depositions, and court appearances.
3. The Contractor shall seek restitution for the municipality in court incidents as applicable to include the hourly fee. It is highly recommended that the Municipality communicate this with their Municipal Prosecutor and Court Officials.

### **Emergency Disaster Response**

During a "State of Emergency" under the direction of the municipality and Emergency Management Coordinator the Contractor shall attempt rescue and transport all displaced and injured animals to a holding facility designated by the municipality. Animal Control shall be classified by the County OEM coordinator as a first responder prior to responding to an incident during a "State of Emergency". Due to the emergent disposition of these events, the Contractor reserves the right to prioritize requests for assistance. During major incidents the municipality shall request support from the County Animal Emergency Response Team. If under an emergency fuel ration the municipality shall permit the Contractor to refuel at their municipal fuel depot if they require the Contractor to respond to incidents during that time.

### **Municipal Meetings and Rabies Clinics**

1. At the request of the Municipality, the Contractor shall attend one (1) Governing Body or Board of Health meeting per month.
2. At the request of the Municipality the Contractor shall organize the Municipality's annual Rabies Clinics. The requesting Municipality shall give the Contractor no less than three (3) months notice prior to the proposed time of the event. All costs of operating the Rabies Clinic shall be the responsibility of the requesting Municipality. This includes but is not limited to notices, materials, postage, publicity, cost of veterinarian, cost of vaccines, other medical expenses. If the requesting Municipality requests the Contractor to attend the event the contractor shall be compensated under Appendix B of this contract.

### **Other**

Due to the scope of work, legality, and unpredictability of handling domestic and wild animals there may be requests that the Contractor may not be able to perform such as rescuing an animal when the act of rescuing it puts human life in danger. Examples of this are but are not limited to rescuing animals from trees, roofs of structures, in swift moving or deep water, areas which require climbing or repelling, or areas which are inaccessible without causing damage or harm to person or property. For these types of incidents, the Contractor will direct the Municipality to contact the County Animal Emergency Response Team who has the equipment to rescue the animal safely. The Contractor shall make a reasonable attempt to handle all contractual obligations within reasonable means.

## APPENDIX B

### ADDITIONAL ANIMAL CONTROL SERVICES THAT MAY BE PROVIDED UNDER MUNICIPAL DIRECTION UNDER SECTION 3 PARAGRAPH 2.

#### Rabies Quarantines

1. Owned animals quarantines and releases are normally the responsibility of the local or county Board of Health or Health officer. A municipality may request the Contractor to conduct rabies quarantines if they prefer. The contractor shall be compensated for this request under Section 3, paragraph 2 of this contract.
2. If the Contractor is requested to conduct the rabies quarantine and release the Contractor shall make attempts over a 3 day period to contact the owner of the animal that is required to be placed under quarantine or being released from quarantine. One of these attempts shall be a physical visit to the residence as long as that residence is in the jurisdiction of this contract. Rabies quarantines and releases may be conducted by using dated photographs or by virtual means. If the owner isn't able to be reached or is uncooperative the Contractor shall return the quarantine/confinement notice back to the municipal or county health officer for further action on their part.
3. If the suspect animal is unlicensed the Contractor will issue summons at the direction of the Municipality, See Court, Ordinances, and Law Violations under this section.
4. Animal Control will not transport rabies specimens to State Health offices but will transport to a local Health Office or utilize the State Courier.

#### Dead Animal Removal

At the Municipalities request the Contractor shall respond and remove all dead small wildlife under 50 pounds from Municipal owned land and roadways. This is to include Raccoons, Coyote, Opossums, Squirrels, fox, large birds such as raptors, and skunks. Skunks will be picked up 72 hours from the date they are reported. This is to allow the smell to naturally dissipate. Municipality must provide a dumpster or other means of disposing of the animal's remains. If the Municipality is unable the Contractor will produce a dumpster for an additional fee of \$75.00 per animal.

#### TNR, Nuisance, and Unwanted Cat Removal

1. At the direction of the Municipality the Contractor can offer Trap, Neuter, and Return transport services to residents as long as the transport is local. The resident will provide the Contractor with the location and contact information for the Veterinarian the cat needs to be transported. The Contractor will transport the cat to the Veterinarian and return the cat to the owner once the treatment is performed.
2. Feral Nuisance and Unwanted cat removal will only be conducted under a written order from the Municipality and only if space is available at the Municipal holding facility.
3. All actions required to perform these services will be billed separately.

**RESOLUTION 2023-154**  
**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 November 9, 2023 to CHANGSHENG LU, 628 N BUTRICK ST, WAUKEGAN, IL 60085, in the amount of \$979.52 for taxes or other municipal liens assessed for the year 2022 in the name of CRAWFORD, DANIELLE as supposed owners, and in said assessment and sale were described as 11 MILLER AVE, Block 2.06 Lot 1, which sale was evidenced by Certificate #23-00003, and

**WHEREAS,** the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 12/6/2023 and before the right to redeem was cut off, as provided by law, DANIELLE CRAWFORD claiming to have an interest in said lands, did redeem said lands claimed by CHANGSHENG LU by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$1,061.11 which is the amount necessary to redeem Tax Sale Certificate #23-00003.

**NOW THEREFORE BE IT RESOLVED,** on this 19<sup>th</sup> day of December, 2023 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to CHANGSHENG LU, 628 N BUTRICK ST, WAUKEGAN, IL 60085 in the amount of **\$2,961.11** (This consists of \$1,061.11 Certificate Amount redeemed + \$1,900.00 Premium).

**BE IT FURTHER RESOLVED,** that the Tax Collector is authorized to cancel this lien on Block 2.06 Lot 1 from the tax office records.

**RESOLUTION 2023-155**  
**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 November 9, 2023 to BALA PARTNERS LLC, P.O. Box 303, Pottersville, NJ 07979, in the amount of \$220.35 for taxes or other municipal liens assessed for the year 2022 in the name of CHARLES, DIANNE/JOSEPH, GERALD as supposed owners, and in said assessment and sale were described as 40 CARLTON AVE, Block 6 Lot 29, which sale was evidenced by Certificate #23-00007, and

**WHEREAS,** the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 12/11/2023 and before the right to redeem was cut off, as provided by law, SUN WEST MORTGAGE COMPANY INC 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 \$286.76 which is the amount necessary to redeem Tax Sale Certificate #23-00007.

**NOW THEREFORE BE IT RESOLVED**, on this 19<sup>th</sup> day of December, 2023 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 **\$1,586.76** (This consists of \$286.76 Certificate Amount redeemed + \$1,300.00 Premium).

**BE IT FURTHER RESOLVED**, that the Tax Collector is authorized to cancel this lien on Block 6 Lot 29 from the tax office records.

**RESOLUTION 2023-156**  
**APPOINTING RISK MANAGEMENT CONSULTANT**  
**2024 Fund Year**

**WHEREAS**, Washing Borough (hereinafter “Local Unit”) has joined the Statewide Insurance Fund (hereinafter “Fund”), a joint insurance fund as defined in N.J.S.A. 40A:10-36 et seq.; and

**WHEREAS**, the Bylaws require participating members to appoint a Risk Management Consultant, as those positions are defined in the Bylaws, if requested to do so by the “Fund”; and

**WHEREAS**, the Local Unit has complied with relevant law with regard to the appointment of a Risk management Consultant; and

**WHEREAS**, the “Fund” has requested its members to appoint individuals or entities to that position; and

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of Washington Borough in the County of Warren and State of New Jersey, as follows:

1. Washington Borough hereby appoints Skylands Risk Management, as its Risk Management Consultant.
2. The Borough Manager and Risk Management Consultant are hereby authorized to execute the Risk Management Consultant’s Agreement for the year **2024** in the form attached hereto.

STATEWIDE INSURANCE FUND

RISK MANAGEMENT CONSULTANT'S AGREEMENT

2024 Fund Year

**THIS AGREEMENT** entered into this 2nd day of 20 24  
among the Statewide Insurance Fund ("FUND"), a joint insurance fund of the State of New Jersey, Washington Borough  
("MEMBER") and Skylands Risk Management,  
 ("RISK MANAGEMENT CONSULTANT") through a fair and open process, pursuant to N.J.S.A.19:44A-20.4.

**WHEREAS**, the CONSULTANT has offered to the MEMBER professional risk management consulting services as required by the Bylaws of the FUND; and

**WHEREAS**, the CONSULTANT has advised the FUND that he/she is familiar with the terms, conditions and operations of the FUND; and

**WHEREAS**, the MEMBER desires these professional services from the CONSULTANT; and

**WHEREAS**, the MEMBER has complied with relevant law in regard to the appointment of a Risk Management Consultant; and

**WHEREAS**, the Bylaws of the FUND require that members engage a CONSULTANT and that the CONSULTANT comply with certain requirements set forth therein.

**NOW, THEREFORE**, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
  - (a) assist in evaluating the MEMBER'S exposures and advise on matters relating to the Member's operation and coverage.
  - (b) explain to the MEMBER, or its representatives, the various coverages available from the FUND.
  - (c) explain to the MEMBER, or its representatives, the terms of the member's commitment and obligations to the FUND.
  - (d) explain to the MEMBER, or its representatives the operation of the FUND.

- (e) prepare applications, statements of values, etc., on behalf of the MEMBER, if required by the FUND.
  - (f) review the MEMBER'S assessment and assist in the preparation of the MEMBER'S insurance budget.
  - (g) review losses and engineering reports and provide assistance to the MEMBER'S safety committee, if required.
  - (h) assist in the claim settlement process, if required, by MEMBER or FUND.
  - (i) attend the majority of meetings of the Fund Commissioners or Executive Committee, if requested, and perform such other services as required by the MEMBER or the FUND.
  - (j) comply with the obligations imposed upon Risk Managers in the FUND'S Bylaws.
  - (k) act in good faith and fair dealing to the FUND.
  - (l) perform other duties for the FUND as may be required from time to time by the FUND.
2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:
- (a) The CONSULTANT shall be paid by the FUND, on behalf of the MEMBER, a fee as compensation for services rendered. Said fee, an apportionment of the MEMBER'S assessment: 6% of workers' compensation (excluding any fees, PLIGA, and loss ratio apportionment); 7.5% of non WC assessment (excluding any fees, PLIGA, and loss ratio apportionment);
  - (b) The CONSULTANT shall be entitled to compensation for services provided during any calendar year only if the CONSULTANT has been appointed and holds the position of Risk Management Consultant, as of January 31 of the said calendar year for counties and municipalities holding general elections and July 30 for municipalities holding regular elections.
  - (c) For any insurance coverages authorized by the MEMBER to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND'S assessment in computing the fee set forth in 2(a).
  - (d) If the MEMBER shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the MEMBER a fee at a rate to be negotiated by the parties.

- 3. The term of this Agreement shall be from **January 1, 2024** to **January 1, 2025**. However, this Agreement may be terminated by either party at any time by mailing to the other thirty (30) days written notice, certified mail return receipt.
- 4. The CONSULTANT shall comply with all laws applicable to producers who provide insurance products to public entities and shall comply with all applicable statutes and regulations relating to joint insurance funds.
- 5. The CONSULTANT agrees to comply with all affirmative action laws applicable in accordance with Exhibit A and to submit all necessary documentation establishing compliance within seven (7) days of this Agreement.

**ATTEST:**

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Laurie A. Courter, Clerk

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**Brian Bond, Manager**

**ATTEST:**

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**Risk Management Consultant Corporate Officer**

**ATTEST:**

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**Statewide Insurance Fund Chairperson**



**RESOLUTION 2023-157**  
**STATEWIDE INSURANCE FUND**  
**RESOLUTION APPOINTING FUND COMMISSIONER**  
**2024 Fund year**

WHEREAS, Washington Borough (hereinafter "Local Unit") is a member of the Statewide Insurance Fund (hereinafter "Fund"), a joint insurance fund as defined in N.J.S.A. 40A:10-36 et seq.; and

WHEREAS, the Fund's Bylaws require participating members to appoint a Fund Commissioner;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough  
Of Washington that Brian Bond  
is hereby appointed as the Fund Commissioner for the Local Unit for the **Fund Year 2024**; and  
BE IT FURTHER RESOLVED that Natasha Turchan  
is hereby appointed as the Alternate Fund Commissioner for the Local Unit for the **Fund Year 2024**; and

BE IT FURTHER RESOLVED that the Local Unit's Fund Commissioner is authorized and directed to execute all such documents as required by the Fund.

Name of Entity: Washington Borough

\_\_\_\_\_

**RESOLUTION 2023-158**  
**A RESOLUTION TO REFUND OVERPAYMENT OF PROPERTY TAXES**

**WHEREAS**, according to the Tax Collector's records, there is an overpayment of \$1,071.34 on 2024 1<sup>st</sup> Quarter Taxes paid on property located at 1 FLOWER AVE, also known as Block 72 Lot 22, and in the name of CERO PROPERTIES, LLC; and

**WHEREAS**, SIMPLICITY TITLE LLC and CORELOGIC had both paid the 4<sup>th</sup> Quarter 2023 property taxes, resulting in the overpayment when the property changed ownership; and

**WHEREAS**, the Tax Collector has received a written request from SIMPLICITY TITLE LLC that the overpayment be refunded to them in order to forward the funds to the correct party.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey, to hereby authorize the Tax Collector and Treasurer to refund the amount of \$1,071.34 payable to:

Simplicity Title LLC  
70 Grove Street  
Somerville, NJ 08876  
Attn: Dorette Shirden

**RESOLUTION 2023-159**  
**RESOLUTION TO PARTNER WITH ENVIRONMENTAL POLICY INNOVATION  
CENTER AND NEW JERSEY FUTURE TO DEVELOP A LONG-TERM CAPITAL  
PLAN**

**WHEREAS**, the Borough Council of the Borough of Washington knows of the significant costs to the upgrade of the Borough's primary treatment plant. However, it would be premature to make these large capital investments without investigating many of largest variables influencing the type and degree of treatment system upgrades that would be needed; and

**WHEREAS**, the Borough is partnering with EPIC and New Jersey Future to develop a Long-term Capital Plan; and

**WHEREAS**, EPIC will conduct an analysis of the existing conditions of the WWTP, Assessment of the Wastewater Collection System, a consolidation study of existing small package waste water treatment plants and a PFAS investigation; and

**WHEREAS**, the cost to the Borough will be zero dollars to complete the Long-term Capital Improvement Plan; and

**NOW THEREFORE, BE IT RESOLVED** that the Borough Council of the Borough of Washington to enter into a contract with Environmental Policy Innovation Center and New Jersey Future to create a Long-term Capital Improvement Plan as described herein;

**RESOLUTION 2023-160**  
**AWARDING AN EXTRAORDINARY UNSPECIFIABLE SERVICE CONTRACT TO**  
**CIVIL SOLUTIONS TO PRODUCE NEW DIGITAL TAX MAPS, EMERGENCY**  
**SERVICES MAPPING AND ZONING MAP**

**WHEREAS**, there exists a need for services from a qualified firm to provide Digital Tax Maps, 911 Emergency Services Mapping and Zoning Map, Aerial Photogrammetry and storm and sanitary system mapping, GIS (Geographic Information System) Implementation; and

**WHEREAS**, the purchase of said services is considered an extraordinary unspecifiable service and thus exempt from public bidding under N.J.S.A, 40A:11-5 (1) (M). The Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contracts for extraordinary unspecifiable services and the contract itself must be available for public inspection; and

**WHEREAS**: Pursuant to N.J.S.A. 40A:11-5 (1) (a), the Borough Council believes that it is in the best interest of the Borough of Washington to award the proposal to Civil Solutions.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Washington, County of Warren, hereby authorizes the Mayor and the Municipal Clerk to execute any and all necessary documentation for extraordinary unspecifiable services with Civil Solutions, 215 Bellevue Avenue, Hammonton, New Jersey 08037 all as shown on and in accordance with the proposal and specifications, attached hereto, by Civil Solutions, dated \_\_\_\_\_, 2023 for \$54,000.00.