

**BOROUGH OF WASHINGTON, WARREN COUNTY, NJ  
COUNCIL AGENDA**

**July 20, 2010**

**7:30 PM**

**STATEMENT OF ADEQUATE NOTICE:**

**ROLL CALL:** Clerk will call the Roll

**EXECUTIVE SESSION:**

Resolution 146-2010 Executive Session (if necessary)

**MINUTES:**

Regular Meeting of July 6, 2010

**COUNCIL APPEARANCE:**

Washington Emergency Squad – Charles Van Deursen  
Washington Borough Fire Department  
BID – Pocket Park Presentation – Sandy Cerami

**CORRESPONDENCE:**

Washington BID Re: Proposed Parking Lot Hours

**AUDIENCE:**

Remarks, petitions, statements and testimony from guests

## **ORDINANCES:**

1. Ordinance 9-2010 CABLE TELEVISION FRANCHISE  
(Public Hearing/Adoption)
2. Ordinance 10-2010 AN ORDINANCE TO AMEND  
CHAPTER 94 - ZONING AND LAND DEVELOPMENT  
OF THE BOROUGH OF WASHINGTON (Introduction)

Ordinance 11-2010 AN ORDINANCE AUTHORIZING A  
NON-BINDING REFERENDUM ON WHETHER  
COLLECTION OF GARBAGE SHOULD REMAIN A  
MUNICIPAL SERVICE (Introduction)

3. \* Council should consider one for introduction

Ordinance 11-2010 AN ORDINANCE AUTHORIZING A  
BINDING REFERENDUM ON WHETHER  
COLLECTION OF GARBAGE SHOULD REMAIN A  
MUNICIPAL SERVICE (Introduction)

## **REPORTS**

1. Issues and Details
2. Managers Reports (redacted version)
3. Municipal Court Report June 2010
4. CFO Report June 2010
5. OEM Quarterly Report
6. Tax Collectors Report

## **COMMITTEE REPORTS**

DPW Garage Committee  
Sewer Committee  
Grant Committee  
Finance Committee  
Park Committee  
Shared Services Report  
Senior Services Committee

Website Committee  
Streets Committee

**OLD BUSINESS:**

1. Municipal Court Agreement Discussion
2. Approval of Shared Services Agreement for Shared Municipal Court among the Townships of Washington, Oxford, Mansfield, and the Borough of Washington

**NEW BUSINESS:**

1. Resolution 145-2010 To Refund Tax Monies per Tax Court Appeal
2. Resolution 147-2010 Amending Resolution 88-2010 Which Memorialized Recreation Fees for 2010
3. Resolution 148-2010 Adjust Sewer Billing

**VOUCHERS:**

List Attached

**RECAP**

**COUNCIL REMARKS:**

Remarks, Reports, Discussions

**ADJOURNMENT:** \_\_\_\_\_ P.M.

**RESOLUTION 146-2010**  
**RESOLUTION AUTHORIZING EXECUTIVE SESSION**

**WHEREAS**, the Open Public Meetings Act; *N.J.S.A. 10:4-6 et seq.*, declares it to be the public policy of the State to insure the right of citizens to have adequate advance notice of and the right to attend meetings of public bodies at which business affecting the public is discussed or acted upon; and

**WHEREAS**, the Open Public Meetings Act also recognizes exceptions to the right of the public to attend portions of such meetings; and

**WHEREAS**, the Mayor and Council find it necessary to conduct an executive session closed to the public as permitted by the *N.J.S.A. 40:4-12*; and

**WHEREAS**, the Mayor and Council will reconvene in public session at the conclusion of the executive session;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Washington, County of Warren, State of New Jersey that they will conduct an executive session to discuss the following topic(s) as permitted by *N.J.S.A. 40:4-12*:

\_\_\_\_\_ A matter which Federal Law, State Statute or Rule of Court requires be kept confidential or excluded from discussion in public (Provision relied upon: \_\_\_\_\_);

\_\_\_\_\_ A matter where the release of information would impair a right to receive funds from the federal government;

\_\_\_\_\_ A matter whose disclosure would constitute an unwarranted invasion of individual privacy;

\_\_\_\_\_ A collective bargaining agreement, or the terms and conditions thereof (Specify contract: \_\_\_\_\_);

\_\_\_\_\_ A matter involving the purpose, lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed; Real Estate Acquisitions

\_\_\_\_\_ Tactics and techniques utilized in protecting the safety and property of the public provided that their disclosure could impair such protection;

\_\_\_\_\_ Investigations of violations or possible violations of the law;

\_\_\_\_\_ Pending or anticipated litigation or contract negotiation in which the public body is or may become a party; (The general nature of the litigation or contract negotiations is: \_\_\_\_\_ the public disclosure of such information at this time would have a potentially negative impact on the municipality's



position in the litigation or negotiation; therefore this information will be withheld until such time as the matter is concluded or the potential for negative impact no longer exists.)

\_\_\_\_\_ Matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his or her ethical duties as a lawyer; (The general nature of the matter is: \_\_\_\_\_

\_\_\_\_\_ OR \_\_\_\_\_ the public disclosure of such information at this time would have a potentially negative impact on the municipality's position with respect to the matter being discussed; therefore this information will be withheld until such time as the matter is concluded or the potential for negative impact no longer exists.);

\_\_\_\_\_ Matters involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining of any specific prospective or current public officer or employee of the public body, where all individual employees or appointees whose rights could be adversely affected have not requested in writing that the matter(s) be discussed at a public meeting; (The employee(s) and/or general nature of discussion is: OR \_\_\_\_\_ the public disclosure of such information at this time would violate the employee(s) privacy rights; therefore this information will be withheld until such time as the matter is concluded or the threat to privacy rights no longer exists.;

\_\_\_\_\_ Deliberation occurring after a public hearing that may result in the imposition of a specific civil penalty or loss of a license or permit;

**BE IT FURTHER RESOLVED** that the Mayor and Council hereby declare that their discussion of the subject(s) identified above may be made public at a time when the Borough Attorney advises them that the disclosure of the discussion will not detrimentally affect any right, interest or duty of the Borough or any other entity with respect to said discussion. That time is currently estimated to be: SIX MONTHS estimated length of time) OR upon the occurrence of \_\_\_\_\_;

**BE IT FURTHER RESOLVED** that the Mayor and Council, for the reasons set forth above, hereby declare that the public is excluded from the portion of the meeting during which the above discussion shall take place.

Date:

\_\_\_\_\_  
Kristine Blanchard, RMC

**BOROUGH OF WASHINGTON, WARREN COUNTY, NEW JERSEY  
WASHINGTON BOROUGH COUNCIL MINUTES – July 6, 2010**

The Regular Meeting of the Borough Council of Washington, Warren County, New Jersey was held in the Council Chambers of Borough Hall at 7:30 P.M.

Roll Call: Housel, Cioni, Gleba, McDonald, Higgins, Valentine - Present  
McDonald – Absent

Also Present: Lorraine Staples, Esq. Municipal Attorney  
Richard Phelan, Borough Manager  
Kristine Blanchard, Borough Clerk

Mayor McDonald led everyone in the flag salute.

Mayor McDonald read the following Statement into the Record:

“The requirements of the ‘Open Public Meetings Law, 1975, Chapter 231 have been satisfied in that adequate notice of this meeting has been published in the Star Gazette and posted on the Bulletin Board of Borough Hall stating the time, place and purpose of the meeting as required by law.

**MINUTES:**

Motion made by Cioni, seconded by Higgins to approve the minutes of the regular meetings of June 1, 2010 and June 15, 2010.

Corrections were noted by the Clerk.

Ayes: 6, Nays: 0  
Abstain: Gleba from 6/1/10

**CORRESPONDENCE:**

Motion made by Cioni, seconded by Gleba to receive and file the following correspondence.

Dawn Higgins Re: Harding Drive Block Party  
Police Explorers Re: Donation  
Fay Peticari Re: Swim Team

Ayes: 6, Nays: 0  
Motion Carried

Councilman Cioni stated that the swim team is asking about possible refunds. He requested that Council, send a letter of apology regarding the late opening of the pool and amend the current Recreation Fee Resolution so that the Governing Body can refund 15% of all Borough Pool memberships; including swim team for 2010. The total amount of refunds will be \$2211.75. Councilman Cioni made a motion to move forward with the refunds and letter of apology, seconded by Councilman Valentine.

Ayes: 6: Nays: 0  
Motion Carried

Motion made by Gleba, seconded by Boyle to allow the change of date for the Harding Drive block party.

Ayes: 5, Nays: 0  
Abstain: 1 (Higgins)  
Motion Carried

### **AUDIENCE**

Mrs. Consida 47 Youmans Ave

Mrs. Consida discussed parking issues on Youmans Ave with the Mayor and Council. She stated that her neighbor had been before Council previously. She stated her neighbors have four vehicles and take up a lot of space so that there is no room for anyone else to park. She stated that one of the vehicles does not even run. She has called the police; but is requesting that Council look into striping the road for parking spaces. Manager Phelan stated that there is no money in the budget for striping the road. She stated that she knows of a contractor who would do the striping for free. Manager Phelan stated there would be a cost associated with having the engineer develop a striping plan. Manager Phelan asked Council if they want to consider this and expend the funds for line striping. Council agreed they would consider this once the Manager has reviewed the Youmans Avenue parking regulations, discussed the situation with the Police Chief, and has spoken to the engineer.

Joe Kresser 92 Carlton Ave –

Mr. Kresser asked how and when the Borough would be receiving the money from liquidated damages owed on the DPW Garage project. Manager Phelan stated that once the project is complete, the municipality must pay the contractor in full and then damages are negotiated. Mr. Kresser asked what the chances are of the Borough receiving this money. Manager Phelan stated it is hard to say; however the Borough's paper trail is solid. It is difficult to speculate on how negotiations will go or how a judge would feel.

Manager Phelan noted the DPW Garage is on track and is scheduled to be completed late August or early September.

Mrs. Sloan 89 Grand Ave

Mrs. Sloan asked if the Borough is any closer to paying off our massive debt. Deputy Mayor Housel stated yes; the Borough has allocated \$850,000 this year to go towards debt payments. She also asked if the Borough has been making their pension payments. Manager Phelan stated yes the Borough has never missed a pension payment.

Evelyn Morrison 20 Madison Avenue

Ms. Morrison asked the attorney if it is a conflict of interest when a sitting Council member is also helping to develop the newly formed Recreation Foundation 501 3C. Attorney Staples stated from what Ms. Morrison has described, she does not see anything that would prevent a Council member from helping. Ms. Morrison also stated that she and a group of people have been reviewing the Charter for Washington Borough. She asked if there was a space other than the library available for reviewing documents. Manager Phelan stated the conference room is available in Borough Hall, if not, we would always find a place for someone to sit and review whatever they like.

Motion made by Cioni, seconded by Gleba to close the audience portion of the meeting.

Ayes 6, Nays: 0  
Motion Carried

#### **BUSINESS IMPROVEMENT DISTRICT BUDGET PUBLIC HEARING AND ADOPTION.**

Public Hearing

Evelyn Morrison 20 Madison Avenue

Ms. Morrison asked if the BID is an independent organization. Manager Phelan stated the BID is an independent organization formed by an Ordinance in 2003. The BID is funded by a special tax placed on the businesses. They also have other sources of funding such as fundraising, etc.

Motion made by Cioni, seconded by Gleba to close the Public Hearing.

Ayes: 6, Nays: 0  
Motion Carried

**Resolution 144-2010 Introducing and Approving the Budget of the Washington Borough Business Improvement District**

Resolution 144-2010 was approved on a motion made by Higgins, seconded by Gleba and adopted.

Roll Call: Higgins, Gleba, Housel, Cioni, Boyle, Valentine

Ayes: 6 Nays: 0

Motion Carried

**RESOLUTION #144 - 2010**

**INTRODUCING AND APPROVING THE BUDGET OF**

**THE WASHINGTON BOROUGH BUSINESS IMPROVEMENT DISTRICT**

**WHEREAS**, the governing body of the Borough of Washington on June 4, 2003 adopted Ordinance 7-2003 creating the Washington Borough Special Improvement District; and

**WHEREAS**, the governing body of Borough of Washington designated the Washington Borough Business Improvement District Management Corporation as the District Management Corporation for the Special Improvement District; and

**WHEREAS**, the Washington Borough Business Improvement District Management Corporation Board of Directors have approved a 2010 Business Improvement District Budget for submittal to Borough Manager for submission to the Mayor and Council of the Borough of Washington for their consideration; and

**WHEREAS**, pursuant to N.J.S.A. 40:56-80 and N.J.S.A. 40:56-84, the governing body of Borough of Washington is required to approve the budget and fix the time and place for the holding of public hearing upon the budget; and

**WHEREAS**, the governing body of Washington Borough has determined that at least ten days prior to the hearing a complete copy of the proposed budgets shall be: (a) posted on the bulletin board in the Borough Municipal Building; (b) made available to each person requesting the same before and during the public hearing; (c) a copy of the budget shall be advertised along with the date, time and place of the hearing in a newspaper published in the county and circulating in the municipality at least 10 days prior to the hearing; and (d) the hearing shall be held not less than 28 days after the approval of the budget.

**NOW, THEREFORE, BE IT RESOLVED**, the governing body of the Borough of Washington that:

- 1) The Washington Borough Business Improvement District budget is hereby introduced and approved by the governing body of the Borough of Washington

for the period of January 1, 2010 – December 31, 2010 in the amount of \$277,975.

- 2) The hearing on the Washington Borough Business Improvement District Budget shall be Tuesday, July 6, 2010.
- 3) A special assessment in the amount of **\$200,000** will be imposed and will be collected with either the regular tax payment (or payment in lieu of taxes), or otherwise, on properties located within the Borough of Washington as set forth within Ordinance 7-2003 as amended from time to time and the assessment proposed will be determined by the Borough Assessor;
- 4) Payments received by the Borough of Washington for the District will be transferred to the Washington Borough Business Improvement District Management Corporation to be expended in accordance with the approved budget;
- 5) The Borough Clerk will be authorized to forward a certified copy of the adopting resolution to Washington Borough Business Improvement District Management Corporation, the Warren County Board of Taxation, and the Director of the Division of Local Government Services in the State of New Jersey Department of Community Affairs after the public hearing and adoption by a majority vote of the full membership of the governing body.

## **ORDINANCES**

Ordinance 8-2010 AN ORDINANCE TO AMEND CHAPTER 85-81 OF THE CODE OF THE BOROUGH OF WASHINGTON, "ON STREET PARKING FOR HANDICAPPED." (Public Hearing/Adoption)

Deputy Mayor Housel entertained a motion to introduce Ordinance #8-2010 on final adoption and have the clerk read by title.

Motion made by Boyle, seconded by Cioni to introduce on final reading and have the clerk read by title only.

The Clerk read Ordinance #8-2010 by title only and stated that this ordinance had been published in the Star Gazette as required by law; a copy was posted on the bulletin board and copies available upon request from the Clerk's office.

Roll Call: Gleba, Cioni, Higgins, Valentine, Boyle, Housel – Yes

Ayes: 6, Nays: 0  
Motion Carried

Public Hearing:

Hearing no comments from the public motion made by Cioni, seconded by Valentine to close the public hearing.

Ayes: 6, Nays: 0  
Motion Carried

Motion made by Higgins, seconded by Boyle to adopt Ordinance 8-2010 on final passage.

Roll Call: Housel, Boyle, Cioni, Valentine, Gleba, Higgins

Ayes: 6, Nays: 0  
Motion Carried

**ORDINANCE # 8-2010  
BOROUGH OF WASHINGTON  
WARREN COUNTY, NEW JERSEY**

**AN ORDINANCE TO AMEND CHAPTER 85-81 OF THE CODE OF THE  
BOROUGH OF WASHINGTON, "ON-STREET PARKING FOR  
HANDICAPPED"**

**WHEREAS**, a resident has requested that a handicapped parking space be designated in front of their residence, at 7 Jackson Avenue, with the request supported by a recommendation from the resident's medical doctor; and

**WHEREAS**, the Mayor and Council have determined that there is sufficient justification to designate the handicapped parking space as requested and that it is in the best interest of the Borough to do so.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Washington, County of Warren, that Borough Ordinance Article XVI – On Street Parking for Handicapped – Chapter 85-81 – Designation of spaces include the designation of restricted parking in front of 49 State Street. The following paragraph shall be added as follows:

1. The following paragraphs are to be added: "Jackson Avenue: west side beginning at a point 262 feet north of the northerly curb line of Washington Avenue (Route 57) and extending 22 feet westerly there from"

**Section 2.** This Ordinance shall take effect upon passage in accordance with law.

**REPORTS:**

Motion made by Cioni, seconded by Valentine to receive and file the following reports.

Issues and Details  
Managers Reports

Ayes: 6, Nays: 0  
Motion Carried

Councilman Cioni noted that the Manager reported in his May 17 report that he had reached out to the Fire Chief three times regarding the required reporting documents from the Fire Department and has not had a response. Councilman Cioni would like the Fire Chief at the next meeting with the reports and an explanation why there was no response.

**COMMITTEE REPORTS:**

**DPW:** No Report

**Streets Committee:** Councilman Boyle would like to schedule a meeting for September 13 at 7:30 p.m. He requested that Manager Phelan keep him updated on the parking issue on Youmans Avenue.

**Finance Committee:** No Report

**Shared Services Committee:** Councilman Boyle stated that he was unable to meet with Belvidere regarding the shared services for garbage collection. Hampton Borough is currently working out the numbers.

**Senior Services:** Deputy Mayor Housel reported the next meeting will be August 25 at 6:30 p.m.

**Website Committee:** - Councilman Cioni stated that all of the pool information has been placed on the website.



**Sewer – No Report**

**Park Committee – No Report**

**Grant Committee:** Councilwoman Gleba stated the committee submitted a letter of interest to William Penn for the dam project. We received a letter of denial. She reported that the committee is waiting to hear on the Home Depot grant. There were two action items from the last meeting. The committee will need to know who the point of contact is for each department and committee/commission. Also, we are going to be creating a needs list for each department and committee/commission.

**OLD BUSINESS:**

**Budget**

**2010 Transitional Aid**

Manager Phelan stated that he is working on the application for transitional aid. There are many more requirements this year from the state. He stated that he needs to find out from Council if anyone has any questions or if anyone has any changes to the budget prior to the Borough applying.

Councilman Higgins questioned the reduction in the budget for bringing the sewer billing in house. Manager Phelan stated the reduction for sewer billing will show in expenditures on the sewer side. Councilman Higgins questioned the \$28,000 for other expenses in Buildings and Grounds. Manager Phelan stated this is for items we can not fix in house such as the air conditioning and the elevator. Councilman Higgins asked if the PERS contribution could be deferred. Manager Phelan stated no, the Borough deferred the payment last year because it was a requirement of the extraordinary aid application.

Councilman Higgins stated the Capital Improvement Fund has an allocation of \$75,000. He motioned that the fund be reduced to half - \$37,500, seconded by Councilman Boyle.

Ayes: 6, Nays: 0  
Motion Carried

Councilman Higgins noted that on the Transitional Aid application the Borough must show decreases in such items as salaries and wages. He asked if the Borough has reached out to the bargaining units again. Manager Phelan stated the unions refuse to concede. Manager Phelan also explained that the Borough can demonstrate that when full time vacancies occur; the Borough reduces the position to part time. We can also demonstrate that spending levels are at or below what they were in 2008.

Councilman Higgins asked about the \$380,000 received from the state to offset the downtown streetscape project. He asked if the money was directly used to repay 2010 debt. Manager Phelan stated that the Bond Ordinance states that the money received from the state must be used to directly repay the bond.

Councilman Higgins stated he would like to review the professional service agreements. Manager Phelan stated that the agreements can be reviewed however; the professionals were appointed for a one year term. Councilman Higgins suggested lowering the recreation department budget to \$82,000. Councilwoman Gleba stated that she previously recommended a reduction in the recreation budget and was told that the Recreation Committee needed to approve. Councilman Cioni stated the recreation budget has been reduced and if it is reduced any more the pool will only be open four days a week and there will be a significant impact on the programs.

Councilwoman Gleba requested the Borough Manager confirm the reduction for the salary and wages for Mayor and Council. She stated the number should be higher since there are four Council members not receiving a salary. Councilwoman Gleba also asked the manager to confirm the reduction in the Finance Department of \$7,100 made by the CFO. She stated that is not showing on the budget documents.

Councilwoman Gleba suggested several items she would like to see on the Transitional Aid application so that the Borough is able to make a strong case for aid. She stated that we need to stress we are a bare bone services municipality. The Borough does not offer items such as senior services and health services. We have saved money by bringing the sewer billing in house. The shared services that the Borough participates in should be highlighted. She stated the Council did consider moving the Municipal Library to the County Library however it would cost more to the tax payers. The Borough has made cuts to library hours and has made a reduction in staff. The Borough has eliminated bulk pickup of garbage and decreased tonnage. We have been proactively selling land and vehicles. The Borough has minimal capital improvement projects and four Council members have stopped taking stipend. The Borough is also looking into debt restructuring.

Councilwoman Gleba made several 2010 budget reduction recommendations. Councilwoman Gleba motioned to postpone the update of the Borough Codebook; removing the allocation from the Borough Clerk's budget. This was seconded by Councilman Valentine.

Ayes: 6, Nays: 0  
Motion Carried

Councilwoman Gleba motioned to remove the \$6,000 allocated for unforeseen expenses in the General Administration budget. This was seconded by Councilman Cioni.

Ayes: 6, Nays: 0  
Motion Carried

Councilwoman Gleba also motioned to remove the \$5,000 contingency allocation from administration, seconded by Councilman Cioni.

Ayes: 6, Nays: 0  
Motion Carried

Councilwoman Gleba motioned to remove the \$10,000 for downtown redevelopment, seconded by Councilman Higgins

Ayes: 6, Nays: 0  
Motion Carried

Councilwoman Gleba motioned to reduce the Fire Official's budget by \$2,000 he had requested for updates to various publications, seconded by Councilman Cioni.

Ayes: 6, Nays: 0  
Motion Carried

Councilwoman Gleba motioned to reduce the legal expenses by \$6,000. Manager Phelan cautioned that this line item includes potential litigation. Motion made by Councilwoman Gleba to reduce the legal expenses budget by \$6,000, seconded by Councilman Boyle.

Ayes: 4, Nays: 2 (Valentine, Cioni)  
Motion Carried

Councilwoman Gleba motioned to remove the \$100,000 allocated for the forensic audit from the municipal budget. She stated given the amount of the potential tax increase this is not a good time for this and we need to be able to prove to the state that we are making major budget reductions. This motion was seconded by Deputy Mayor Housel.

Ayes: 4, Nays: 2 (Higgins, Boyle)

Deputy Mayor Housel stated with the cuts the Council made this evening, the Borough has cut \$173,500 out of the municipal budget equaling 4.6 cents.

### **Refuse Collection**

Councilwoman Gleba suggested removing the leaf and vegetative services out of the garbage contract. She also suggested Council discuss the privatization of garbage pick up.

Councilman Boyle noted that Council may want to consider putting the question to the voters as a referendum. Councilman Cioni stated that the burden of paying for refuse collection would fall to the homeowners; however they would see a savings in their tax bill. Councilman Boyle stated he would like the voters input on this. Council discussed

whether or not the question posed to voters would be binding or non-binding. The Borough Attorney and Borough Clerk will review the statute on referendums. Councilwoman Gleba motioned to have the ballot question prepared, seconded by Councilman Boyle.

Ayes: 6, Nays: 0  
Motion Carried

Candy De Fillippis 116 Broad Street

Ms. De Fillippis asked how the Borough would deal with rental properties. Manager Phelan stated that if a rental property became an issue it would be dealt with by Code Enforcement.

Council discussed removing vegetative waste out of the refuse collection contract. There is a six month out clause in the contract to remove any option included in the contract. Manager Phelan stated that by removing vegetative waste; it would save the municipality \$28,000 per year excluding tipping fees. Council discussed other options for residents such as possibly taking the vegetative waste to Washington Township's facility, the Warren County Landfill, or having our own DPW pick it up. This topic was tabled until a later date.

### **Borough Pool**

Manager Phelan stated the Recreation Director has stepped down from his position. The Borough Pool opening was delayed by ten days. He explained there were some roadblocks in opening the pool and we responded as best we could given the circumstances. Councilman Cioni stated that Andrew and Paul did a lot of work to get the pool ready. Considering all that needed to be done they did a fantastic job.

Julia Quelly 4 Cleveland Street

Ms. Quelly stated that she has unofficially become the citizen liaison to the recreation department. She stated that she had some concerns regarding the recreation page of the Borough website and had spoken to Councilman Cioni. She explained to Council that she had some concerns regarding staff not wearing gloves in the snack stand. She also stated that the telephone is not working at the Borough Pool. She asked if the Borough is giving the supervisors the level of empowerment they need to obtain the items they need to run the pool. Manager Phelan stated he has spoken with the supervisory staff at the pool and they are well aware of the procedures and have the ability to purchase items when needed. He will also look into the telephone.

Candy De Fillippis 116 Broad Street

Ms. De Fillippis stated that regarding the Manager's letter she feels it was a slap in the face that when the pool was in need of volunteers to help with the opening; no one called the Recreation Committee. Manager Phelan stated that at the May 4 meeting; when it was stated the Borough needs volunteers 100 hands went up in the audience but only four people signed the volunteer sheet. Councilman Boyle stated the Council liaison to the Recreation Committee may need to play a more active role. Deputy Mayor Housel stated that he hopes the Recreation Committee would be proactive rather than reactive in situations like this. Manager Phelan stated that the Borough Pool liaison should have been coordinating with the Recreation Committee. Councilman Boyle stated that since the Borough Manager is now Acting Recreation Director he should be attending the meetings and helping to get the Recreation Committee organized and on track. Manager Phelan stated that with the transitional aid application becoming due and the day to day operations of the pool do not leave him enough time to attend recreation meetings.

At this time Council recessed for ten minutes.

Council reconvened with all Council in attendance present.

Rick Feldman 10 Prosper Way

Recreation Chairperson Rick Feldman noted for the record that on the July 3 correspondence given to the Manager he is not listed as the pool liaison. There is no pool liaison.

### **NEW BUSINESS**

#### **Approval of Chris Considine – Member of Washington Borough Fire Department**

Motion made by Valentine, seconded by Boyle to approve Chris Considine as a member of the Washington Borough Fire Department.

Ayes: 5, Nays: 0  
Abstain: 1 (Higgins)  
Motion Carried

#### **Escrow Account Fees Ordinance for Board of Adjustment and Planning Board**

Manager Phelan stated that both the Planning Board and the Board of Adjustment have approved the amended ordinance and would like Council to consider at their next meeting. Council will introduce at the next scheduled meeting.

## **VOUCHERS**

Deputy Mayor Housel entertained a motion to pay the claims and vouchers in the amount of \$ 1,074,908.47.

Motion made by Valentine, seconded by Cioni and adopted.

Roll Call: Valentine, Cioni, Housel, Boyle, Higgins  
Gleba – Abstain  
Higgins – Abstain from Fire Department Vouchers

Ayes: 5, Nays: 0

Abstain: 1 – Gleba (Higgins from Fire Department only)

## **RECAP**

Manager Phelan will work on sending out the 15% rebates for the pool memberships. He will notify the road department with the revised dates for the block party on Harding Drive. Manager Phelan will look into the Youmans Avenue parking issue. He will reach out to the Fire Chief to attend the next Council meeting. He will implement the discussed budget reductions. He will work with the Borough Clerk and Attorney regarding the ballot questions on refuse collection. He will provide a new budget summary page for Councilwoman Gleba and schedule Verizon to come out and take a look at the phone at the pool.

## **COUNCIL REMARKS**

Councilman Boyle asked if the Council would receive an abandoned property report. Manager Phelan stated the list was compiled and notices were sent out. There was a poor response. Mortgage companies do not care. Councilman Boyle stated at the last meeting a question had been raised regarding why the manager had looked up a resident to see if they were current on their property taxes. Manager Phelan stated that is not why he reviewed the record. He stated that if Councilman Boyle has an issue it should be discussed in executive session if it is a personnel issue with him. Manager Phelan stated he looked at a property record. Every record is a public record including taxes.

Councilman Higgins asked about the Borough not accepting zoning applications and what would happen if someone did something they were not supposed to do. Manager Phelan stated they could get fined after the fact. Councilman Higgins asked if we had received bids on the repair work for the well pump at the pool. Manager Phelan stated of the people he reached out to, no one has called him back yet. Councilman Higgins stated that he does not have an issue with the BID not being on the agenda simply the way it

was handled. Councilman Higgins stated that this Council has done nothing but knock the volunteers of this town. He stated you can't blame volunteers in this town. Councilman Higgins thanked the volunteers of this town for all they do and stated instead of being adversarial we need to recognize the job that they do.

Councilwoman Gleba stated that she agrees with Councilman Higgins that we need to thank volunteers however she has never blamed a volunteer in this town. Councilwoman Gleba presented a budget summary from another town that she will create and that the Borough can send out with the tax bills and post on the website.

Councilman Valentine stated that he works with the volunteers and does not know anyone in this room or on this Council that blames volunteers.

Councilman Cioni stated that he personally has donated 100 hours of volunteer time for this town. Councilman Higgins statement is a ridiculous statement.

Deputy Mayor Housel commented that First Friday in the Borough was fantastic. He gave kudos to Washington Celebrates America committee for the days' events and the outstanding fireworks.

### **EXECUTIVE SESSION**

#### **RESOLUTION 143-2010**

#### **RESOLUTION AUTHORIZING EXECUTIVE SESSION**

**WHEREAS**, the Open Public Meetings Act; *N.J.S.A. 10:4-6 et seq.*, declares it to be the public policy of the State to insure the right of citizens to have adequate advance notice of and the right to attend meetings of public bodies at which business affecting the public is discussed or acted upon; and

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**WHEREAS**, the Mayor and Council find it necessary to conduct an executive session closed to the public as permitted by the *N.J.S.A. 40:4-12*; and

**WHEREAS**, the Mayor and Council will reconvene in public session at the conclusion of the executive session;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Washington, County of Warren, State of New Jersey that they will conduct an executive session to discuss the following topic(s) as permitted by *N.J.S.A. 40:4-12*:

\_\_\_\_\_ A matter which Federal Law, State Statute or Rule of Court requires be kept confidential or excluded from discussion in public (Provision relied upon: \_\_\_\_\_);

\_\_\_\_\_ A matter where the release of information would impair a right to receive funds from the federal government;

\_\_\_\_\_ A matter whose disclosure would constitute an unwarranted invasion of individual privacy;

\_\_\_\_\_ A collective bargaining agreement, or the terms and conditions thereof (Specify contract: \_\_\_\_\_);

\_\_\_\_\_ A matter involving the purchase, lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed; Real Estate Acquisitions

\_\_\_\_\_ Tactics and techniques utilized in protecting the safety and property of the public provided that their disclosure could impair such protection;

\_\_\_\_\_ Investigations of violations or possible violations of the law;

  X   Pending or anticipated litigation or contract negotiation in which the public body is or may become a party; (The general nature of the litigation or contract negotiations is: COURT \_\_\_\_\_ the public disclosure of such information at this time would have a potentially negative impact on the municipality's position in the litigation or negotiation; therefore this information will be withheld until such time as the matter is concluded or the potential for negative impact no longer exists.)

\_\_\_\_\_ Matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his or her ethical duties as a lawyer; (The general nature of the matter is: \_\_\_\_\_ OR \_\_\_\_\_ the public disclosure of such information at this time would have a potentially negative impact on the municipality's position with respect to the matter being discussed; therefore this information will be withheld until such time as the matter is concluded or the potential for negative impact no longer exists.);

  X   Matters involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining of any specific prospective or current public officer or employee of the public body, where all individual employees or appointees whose rights could be adversely affected have not requested in writing that the matter(s) be discussed at a public meeting; (The employee(s) and/or general nature of discussion is: OR \_\_\_\_\_ Personnel the public disclosure of such information at this time would violate the employee(s) privacy rights; therefore this information will be withheld until such time as the matter is concluded or the threat to privacy rights no longer exists.;

\_\_\_\_\_ Deliberation occurring after a public hearing that may result in the imposition of a specific civil penalty or loss of a license or permit;



**BE IT FURTHER RESOLVED** that the Mayor and Council hereby declare that their discussion of the subject(s) identified above may be made public at a time when the Borough Attorney advises them that the disclosure of the discussion will not detrimentally affect any right, interest or duty of the Borough or any other entity with respect to said discussion. That time is currently estimated to be: SIX MONTHS estimated length of time) OR upon the occurrence of \_\_\_\_\_;

**BE IT FURTHER RESOLVED** that the Mayor and Council, for the reasons set forth above, hereby declare that the public is excluded from the portion of the meeting during which the above discussion shall take place.

Hearing no further business to come before Council, it was moved by Cioni, seconded by Valentine that the meeting be adjourned at 11:00 p.m.

Ayes: 6, Nays: 0.  
Motion carried.

\_\_\_\_\_  
Deputy Mayor Charles "Terry" Housel

\_\_\_\_\_  
Kristine Blanchard, RMC Borough Clerk



RICHARD D. PHELAN

BOROUGH MANAGER

MEMORANDUM

TO: Kurt Klausfelder  
FROM: Richard Phelan *RP*  
DATE: May 17, 2010  
SUBJECT: Annual Fire Department Report Requirements

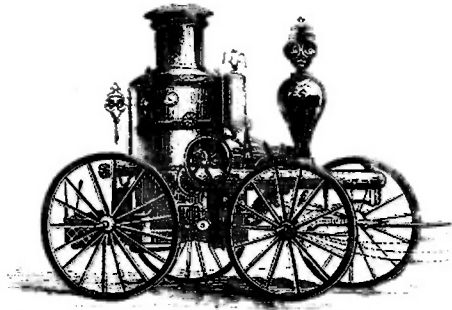
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Please accept my apologies for the lateness of my request, but with everything that has been going on with the Borough's 2010 budget; this item was pushed to the back-burner. I am requesting the Washington Fire Department provide me with the required documentation identified in your current lease agreement with the Borough. Specifically, can you please supply me with the following items:

1. Paragraph 3C
  - a. Valid insurance certificate proving for liability coverage for the fire hall in the amount of \$20,000.
2. Paragraph 6
  - a. "The use to which the leasehold was put during the year." (2009)
  - b. "The activities of the Washington Fire Departments undertaken in furtherance of public purpose for which the leasehold was granted."
  - c. "The approximate value or cost of such activities."
  - d. "An affirmation of continued tax-exempt status of the Washington Fire Departments pursuant to both State and Federal Law."
  - e. Any additional or alternate information that would serve to benefit the Borough.

I thank you in advance for addressing these items, and request that the Fire Department please ensure that the above is supplied to my Office on an annual basis no later than January 31<sup>st</sup> in order to be compliant with the terms and conditions of the lease agreement.

If you have any questions or concerns, feel free to contact my Office at any time.



## WASHINGTON FIRE DEPARTMENT

125 YEARS OF DEDICATED SERVICE

1883-2008

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WASHINGTON, NEW JERSEY 07882

To Rich Phelan – Borough Manager

Re: Annual Fire Department Report Requirements

Attached you will find copies of the liability coverage for the fire hall and tax-exempt status of the Washington Fire Department.

In 2009, the hall was used by various non-profit groups. There were no rental fees charged to these groups. This included, but was not limited to Boy Scouts Troops 157 / 145, Girl Scouts, Washington Redskins, American Legion, and the Republican Club.

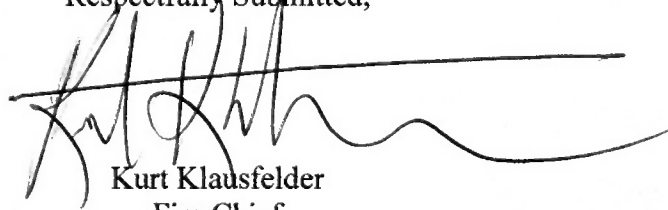
The hall was also accessed by various municipal organizations including, but limited to the election board, and the recreation committee. The hall was also made available for lawyer / client consultations for court. No rental fees were charged to these groups or individuals.

Rental fees for use of the hall were charged for various functions. These included but were not limited to, birthday parties, bridal showers, baby showers, anniversary parties, wedding receptions, banquets and graduation parties.

Fire Department expenditures for maintaining the hall were approximately \$1,200.00 for the year. This included such items as cleaning supplies, garbage bags, light bulbs, and replacement of broken / wore out items. Income generated by hall rental fees was approximately \$4,800.00 for the year. However, with the air conditioner being down, this year we have had six hall rental cancellations so far, and expect more with the impending hot weather.

If additional information is required about the hall or if you have questions or concerns,  
please feel free to contact me.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Kurt Klausfelder', is written over a horizontal line.

Kurt Klausfelder  
Fire Chief

PRODUCER

Brown & Brown / Phillipsburg  
68 Brodhead Road  
Bethlehem PA 18017

HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **Selective Way Insurance Co**

26301

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED

Washington Truck Co. #2 & Wash  
100 Belvidere Avenue  
Washington NJ 07882-1426

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	S 3200951	06/24/10	06/24/11	EACH OCCURRENCE \$ 500,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000	
					PERSONAL & ADV INJURY \$ 500,000	
					GENERAL AGGREGATE \$ 1,000,000	
					PRODUCTS - COMP/OP AGG \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident) \$				
<input type="checkbox"/> SCHEDULED AUTOS		PROPERTY DAMAGE (Per accident) \$				
<input type="checkbox"/> HIRED AUTOS						
<input type="checkbox"/> NON-OWNED AUTOS						
GARAGE LIABILITY		AUTO ONLY - EA ACCIDENT \$				
<input type="checkbox"/> ANY AUTO		OTHER THAN EA ACC \$				
		AUTO ONLY: AGG \$				
EXCESS / UMBRELLA LIABILITY		EACH OCCURRENCE \$				
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE		AGGREGATE \$				
		\$				
<input type="checkbox"/> DEDUCTIBLE		\$				
<input type="checkbox"/> RETENTION \$		\$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC STATU-TORY LIMITS	OTH-ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N		E.L. EACH ACCIDENT \$				
If yes, describe under SPECIAL PROVISIONS below		E.L. DISEASE - EA EMPLOYEE \$				
		E.L. DISEASE - POLICY LIMIT \$				
OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

WASHBOR

Borough of Washington  
100 Belvidere Avenue  
Washington NJ 07882

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2009/01)

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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## State of New Jersey

## DIVISION OF TAXATION

## SALES TAX

To be completed by purchaser and given to  
and retained by vendor. Read instructions  
on back of this certificate.

The vendor must collect the tax on a sale of  
taxable property or services unless the pur-  
chaser gives him a properly completed ex-  
emption certificate.

EXEMPT ORGANIZATION PERMIT NUMBER

WASHINGTON FIRE DEPARTMENT  
BELVIDERE AVE  
WASHINGTON

N J 07882

E-NJ3-006-637/000

Date JULY 01, 1976

## • EXEMPT ORGANIZATION CERTIFICATE •

## FORM ST-5

TO .....  
(Name of Vendor)

.....  
(Address of Vendor)

The undersigned certifies:

That this organization holds a valid Exempt Organization Permit (number shown above)  
and is not subject to the New Jersey Sales and Use Tax, in connection with this trans-  
action.

That the tangible personal property or service described below which shall be purchased  
from you is intended solely and exclusively for this organization and is directly related  
to the purposes for which this organization was created.

That the tangible personal property or service to be purchased is described as follow

.....  
.....  
.....  
.....

.....  
(Name of organization as registered with the Division of Taxation)

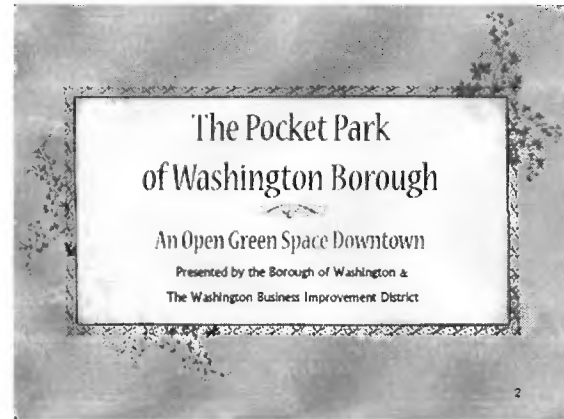
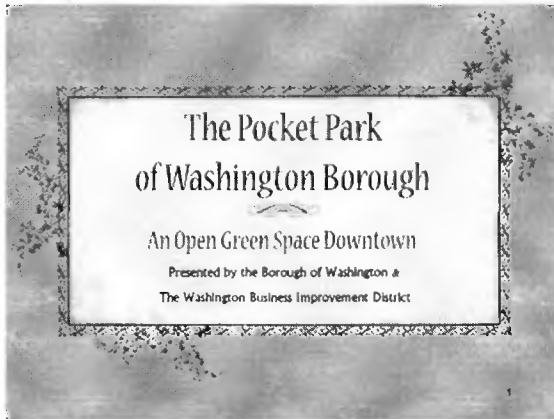
By

.....  
(Signature of Officer or Trustee of the organization)

(Title)

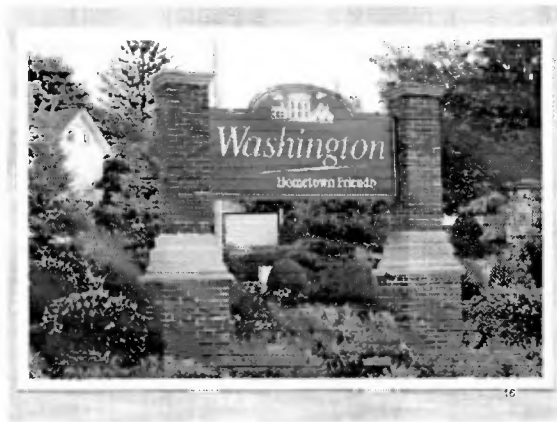
*Sidney Glaser*  
DIRECTOR  
DIVISION OF TAXATION

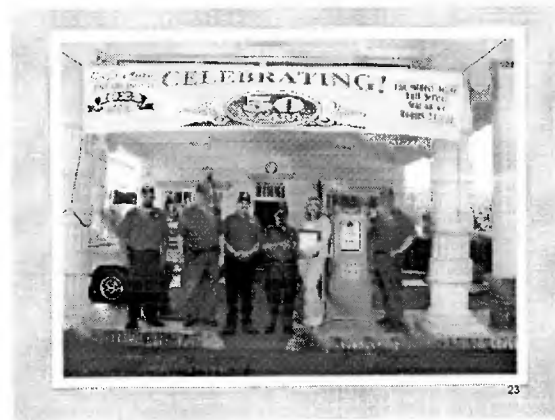
.....  
(Address of Purchaser)

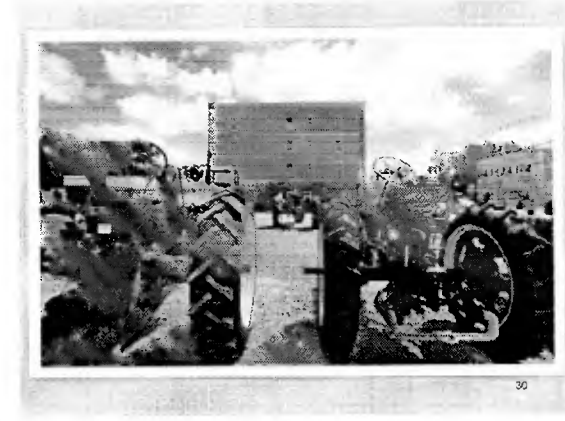








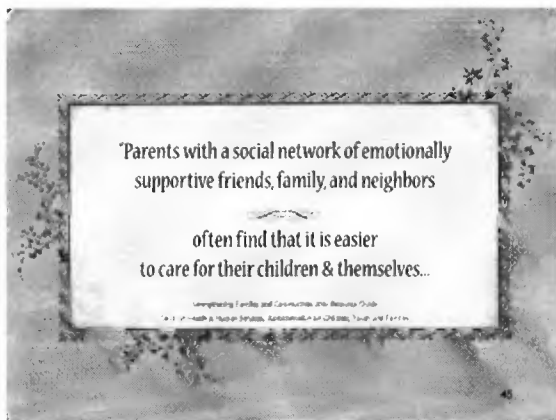


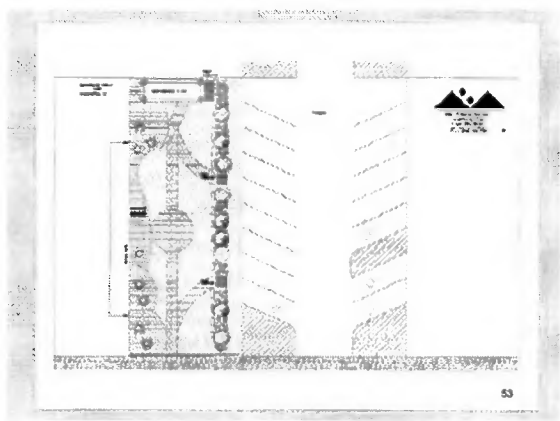
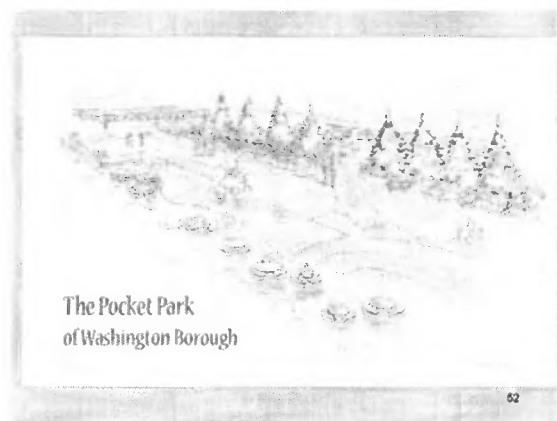
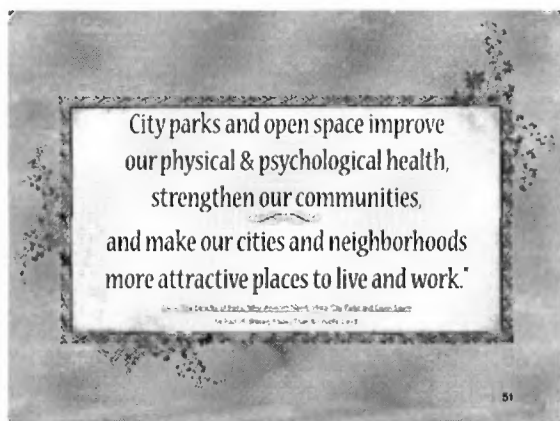














### Municipal & Nonprofit Partnership

The Pocket Park fulfills the Warren County Open Space & Recreation Plan's goals of municipal and non-profit agencies working together to coordinate open space preservation efforts and the pooling of financial and technical resources.



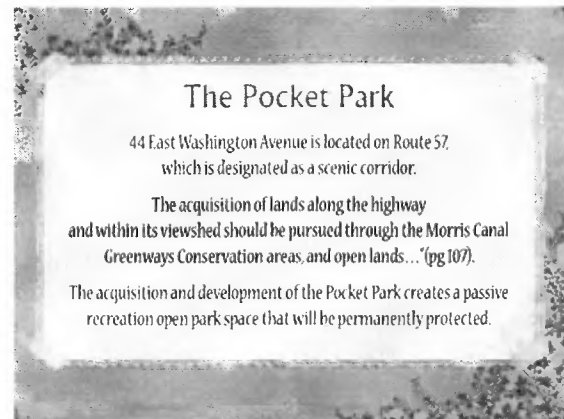
### Parking Lot Improvement Project

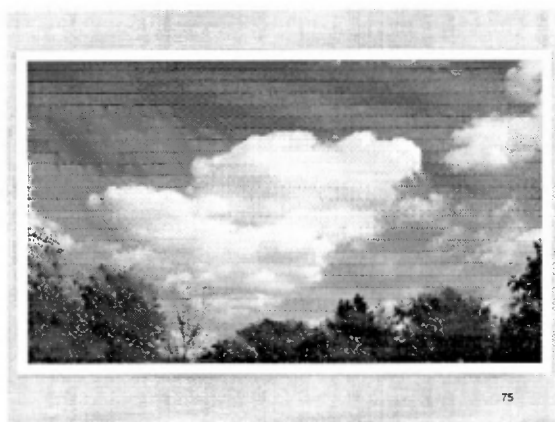
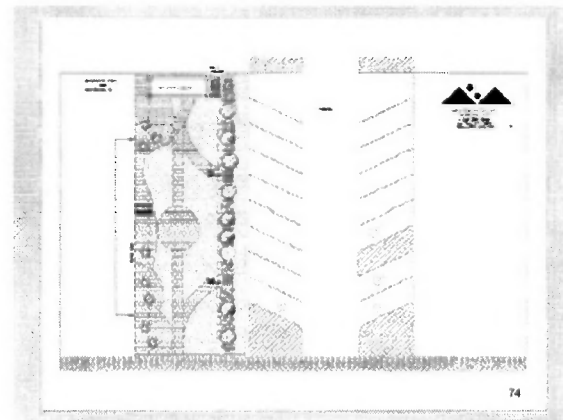
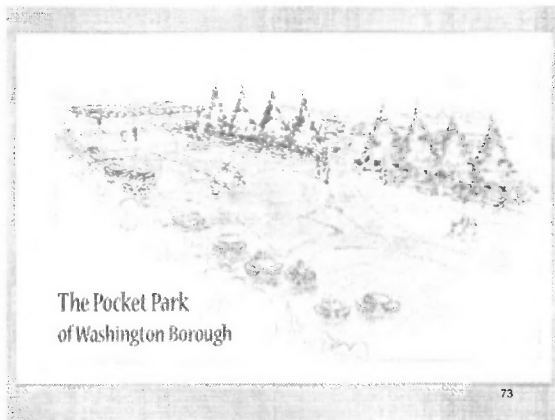
In 2009, the Parking Lot Improvement Project, a top priority towards the continued growth of the downtown, was completed. 122 new and convenient parking spaces were created.

The Parking Lot Committee procured funding through a USDA-backed Commercial Loan to purchase, remediate and develop the Parking Lot.

Through our joint efforts, we achieved construction cost savings that brought the project in under \$400,000.







**WARREN COUNTY MCCTFC**  
**ACQUISITION PROJECT APPLICATION 2010**

Respectfully submitted,

**Borough of Washington &  
Washington Business Improvement District**

Contact:

Sandi Cerami  
Executive Director

WBID  
21 Belvidere Avenue  
Washington, NJ 07882

Phone 908-689-4800  
Fax 908-689-8444

[sandi@washingtonbid.org](mailto:sandi@washingtonbid.org)

**WARREN COUNTY MCCTFC**  
**ACQUISITION PROJECT APPLICATION 2010**

**Table of Contents**

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21	Zoning Map
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53	Aerial Photo
54	Ground Photo
55	Municipal Resolution of Support
	Oral Presentation – PowerPoint Presentation on CD

**2010 APPLICATION  
WARREN COUNTY MCCTF**

**ACQUISITION PROJECT**

**APPLICANT INFORMATION**

Applicant: Washington Borough  
in collaboration with the Washington Borough Business Improvement District (WBID)

Full Address: WBID, 21 Belvidere Avenue, Washington, NJ 07882

Project Title: Pocket Park

Chief Executive Officer: Rich Phelan, Borough Manager, Washington Borough;  
Sandi Cerami, Executive Director, WBID

Contact Person: Sandi Cerami Telephone: (908) 689-4800; Fax: (908) 689-8444

Partners, If Any: WBID

**PROPERTY CHARACTERISTICS**

Name of Municipality: Washington Borough

Location of Site:

Street Address: 44 East Washington Avenue, Washington Borough, NJ 07882

Block(s)/Lot(s): Block 24 Lot 24

Acreage/Acreage to Be Acquired: .18 acres +/- ~ 7841sq ft +/-

Purchase property via: ☒ Fee Simple

**Attach a Tax Map outlining boundaries of the project site and identify adjacent uses.**

Suggested Project may include, but are not limited, to the following: (check all that apply)

- ☒ Acquisitions that protect public water supplies
- ☐ NA Acquisitions that improve public access to waters
- ☒ Acquisitions of properties suitable for active recreation
- ☐ NA Acquisitions of lands suitable for threatened and endangered species habitat
- ☒ Greenway and trail acquisition projects
- ☒ Other (Describe) - Open Land Acquisition for public passive recreation

**OWNER DESCRIPTION**

Name: Jorg and Cecile Wein

Address: 8 Farm Cottage Rd., Gladstone, NJ 07934

Is the land owner(s) a willing seller(s)? ☒ Yes\* \* Current Agreement of Sale available

Appraisal of Property: \$100,000 Appraisal attached ☒ Yes

Estimate based on tax assessor data: \$45,000 ☒ Yes

**DEVELOPMENT CHARACTERISTICS**

Current zoning (uses and density):

B-2 Central Business District/Washington Avenue Core District: permits retail sales and service businesses including stores, business and professional offices, restaurants, hotels, banks, theaters, newspaper offices, printing establishments, parking lots; public and quasi public uses as defined in the Washington Borough Land Development Ordinance. Any building containing a retail store, service or professional establishment upon the first floor is permitted to contain any number of separate dwellings or office units on the upper floors. Public utilities and institutional uses are also permitted in the B-1 highway Business District.

As of the 2000 census, the population density of Washington Borough was 3,429.9 people per square mile. There were 2,876 housing units at an average density of 1,469/sq. mi.

Current Use of Site: The site consists primarily of gravel/crushed stone and contains no buildings.

Existing Deed Restrictions: None

Is the site currently served by public water? ☒ Yes

Is the site currently served by public sewer? ☒ Yes

**Attach a Street Map showing project location.**

Status of development applications on property: (check all that apply)

Conceptual plan	<input checked="" type="checkbox"/> Yes
Preliminary Subdivision	<input checked="" type="checkbox"/> No
Final Subdivision	<input checked="" type="checkbox"/> No
Preliminary Site Plan	<input checked="" type="checkbox"/> Yes
Final Site Plan	<input checked="" type="checkbox"/> No

**PROJECT COSTS**

Cost of Acquisition:	\$
Cost of Land:	\$100,000.00
Soft Costs (surveys, appraisals):	\$ 25,694.00
Environmental A&R	\$ 64,300.00
Total:	\$189,994.00

County Open Space Funds Requested: \$100,000.00

Balance: \$ 89,994.00

**Balance Source: (check all that apply)**

<input type="checkbox"/> Green Acres Grant:	\$ _____
<input type="checkbox"/> Green Acres Loan:	\$ _____
Status:	
<input type="checkbox"/> Municipal Open Space Fund:	\$ _____
<input type="checkbox"/> Municipal Funds:	\$ _____
<input checked="" type="checkbox"/> Other Grants & Donations:	\$69,300 DEP Grant
<input checked="" type="checkbox"/> WBID Annual Budget:	\$20,694

**Project One Page Narrative:**

Please explain why this project is a high priority for your town. This is an opportunity for you to make a case for your project and to convey special features/factors of the site which may not be adequately conveyed elsewhere in the application.

**Identify the following in your narrative:**

- ☐ Natural features and development constraints on the property
- ☐ Entity that will own and manage the property
- ☐ Need addressed by the acquisition
- ☐ Proposed public use of the property
- ☐ Indicate whether property is identified in a municipal open space plan
- ☐ Describe the status of project (dates: for expected closing, signed contract, and pertinent information)
- ☐ If the project is consistent with the Warren County Open Space & Recreation Plan



## 2010 APPLICATION - WARREN COUNTY MCCTF - PROJECT NARRATIVE

The Pocket Park fulfills the Warren County Open Space & Recreation Plan's goals of municipal and non-profit agencies working together to coordinate open space preservation efforts and the pooling of financial and technical resources, it creates a passive recreation open park space that will be permanently protected, is located in a population dense area, and is accessible to multi-age and able populations. 44 East Washington Avenue is located on Route 57 which is designated as a scenic corridor. The Open Space & Recreation Plan states that "the acquisition of lands along the highway and within its viewshed should be pursued through the Morris Canal Greenways Conservation areas, and open lands as described..." (pg 107).

The creation of a public park in Washington Borough serves as a catalyst for economic development. In addition to preserved open space, this area will serve multiple functions for the betterment of the borough. Such open space will not only be used for public markets and festivals, but doubles as water quality and flood protection enhancements. Connecting people to the Downtown by pedestrian and bicycle access will help support the economic enhancement of the business community. Open spaces within the Downtown provide a quality environment for residents and visitors alike to come and enjoy the offers of the community and create a sense of place that cannot exist without it.

The WBID strongly believes that the economic growth and impact of the Downtown Redevelopment Project and the success and well-being of our community, especially its youth and families, are deeply connected. The impact of our Pocket Park Project is far reaching and presents the opportunity to synthesize these interdependent factors - creating a tremendous and visible symbol of growth and hope. "Numerous studies have shown that parks and open space increase the value of neighboring residential property. Growing evidence points to a similar benefit on commercial property value. The availability of park and recreation facilities is an important quality-of-life factor for corporations choosing where to locate facilities and for well-educated individuals choosing a place to live..." (pg 6-7; The Benefits of Parks: Why America Needs More City Parks and Open Space by Paul M. Sherer; ©2006 the Trust for Public Land).

The Pocket Park will create a visually-inviting focal point and oasis with paths leading down walkways that ripple through green grass, to benches and seating areas, with active zones and resting spots for guests to gather. The materials utilized will continue the color and style theme of the recently completed \$2.1 million streetscape and façade project. The Park features a Performance Space that additionally functions as a staging area for events such as the seasonal Farmers' Market and other activities, is centrally located midtown and is designed as a multipurpose open public space easily reached by all community members and visitors. It is accessible from the north by the creation of 7 additional parking spaces, the east- from the adjacent newly constructed parking lot, and the sidewalk located on Washington Street which also provides on-street parking. The park will be handicapped accessible from both the north and south entrances with 2 handicapped parking spaces at the entrance of the lot to the east and directly next to the park.

Washington Borough adopted a Redevelopment Plan on April 7 of 2009. Contained therein is the following:  
Pg. 15, 1, .a), ii: "Construction of a mid-block park/public plaza of approximately 50 feet by 100 feet, fronting on Washington Avenue and between South Broad and School Streets. This park/public plaza area will provide the necessary relief in the mixed-use street wall along Washington Avenue. This area will provide safe pedestrian access to and from parking facilities." Pg. 5, Plan Principles and Vision Statements c: "The Downtown will provide a unique living experience that will include higher density residential units incorporated with parks, plazas and other public spaces."

Washington Borough will engage the WBID to purchase 44 East Washington Avenue with the monies it receives from the MCCTFC. Acting as the Borough's redevelopment agent for the Pocket Park, the WBID will secure funding for Environmental Assessment and Remediation through its grant application to NJDEP. The WBID has already invested \$9,255 in soft costs towards this purchase, \$4600 of which paid for Environmental Site Investigation and Assessment. The WBID will secure an additional \$70,000 towards the development of the park. The project budget outlining these remaining improvements is available. Upon completion of the assessment, remediation, and development the park property will ultimately be titled by the Borough of Washington.

The WBID and the Borough have shown the advantages of a public-private partnership. Together, we have brought approximately 6 million dollars of physical/capital improvements which have transformed the Downtown area. These projects include, but are not limited to: the Welcome to Washington Sign/Landscaping at intersection of State Routes 31 and 57; the 1.8 million dollar Streetscape project funded through a NJ Department of Transportation Grant; the 3+ million dollar Redevelopment project at Midtown Ltd.; the Antique Style Town Clock/Pavers; the Parking Lot Construction project, which also featured a transfer of ownership between the Borough and WBID. The WBID has proven our ability to plan, manage and complete projects in an expedient manner providing cost savings and improvements that would remain incomplete due to a lack of available funding from the Municipality. For example, the Parking Lot Construction was originally estimated at over a million dollars, and was put on hold by the Borough when the budget fell short. The WBID partnered with the Borough and was able to complete this construction for \$390,000.

Development constraints following the environmental remediation will most likely restrict future construction to a slab foundation. As further assessment and also remediation measures are required; the WBID met with the Director of NJ State DEP in Trenton on June 17, 2010. We are in the process of filing an application for a Hazardous Discharge Site Remediation Grant to address all findings. Much of the remediation will be performed as *part of* the Park Development, as was the case with our recent construction and execution of a Remedial Action Work Plan at the adjoining Parking Lot. To illustrate; removal of the top few feet of topsoil would be part of the grading process. Installation of an impervious surface would be part of the landscaping/paver installation. As we have demonstrated the ability and wherewithal to execute a Capital Construction Project as well as a Remedial Action Work Plan, we respectfully request consideration in light of our application with Environmental Remediation.

The Park Project timeline includes the purchase of the property and the necessary negotiations including those with the Borough of Washington to ensure a smooth transition and construction of the project. The property owners and the WBID have drafted an agreement of sale. Phase 1 includes all necessary assessment, remediation, and construction components and purchases to develop and open the property into a complete and ready-to-use park space. Phase 2 includes additional amenities and features that will enhance the park and its usefulness to the community and may be implemented as funding is secured.

## WARREN COUNTY MCCTFC APPLICATION ATTACHMENTS

5

### MAPS

1. Site Location Map ✓ Yes
2. Tax Map ✓ Yes
3. Zoning Map ✓ Yes
4. Natural Resources Map ✓ Yes
5. Historic, cultural, and archaeological features (if applicable) ✓ N/A

### DOCUMENTS

1. List of easements ✓ Yes
2. Environmental hazards (if applicable) ✓ Yes
3. Aerial Photo ✓ Yes
4. Ground Photo ✓ Yes
5. For conservancies, a Municipal resolution of support ✓ N/A

### ADDITIONAL REQUIREMENTS

1. Oral Presentation – (VHS Video or PowerPoint Presentation) ✓ Yes  
Scheduled by Committee
2. Site visit by Committee with representative of applicant

**Jack Toohey**  
President

**Thomas J. Toohey**  
Vice President  
Real Estate and Appraisals



7  
**John J. Toohey, Inc.**  
28 Route 10  
Succasunna, NJ 07876

[www.tooheyinc.com](http://www.tooheyinc.com)

**SUMMARY**

**APPRAISAL OF**

**BLOCK 24, LOT 24**

**44 EAST WASHINGTON AVENUE**

**WASHINGTON, NEW JERSEY 07882**

**APPRAISED FOR**

**WASHINGTON BORO BUSINESS IMPROVEMENT DISTRICT**

**21 BELVIDERE AVENUE**

**WASHINGTON, NEW JERSEY 07882**

Appraised by:  
Thomas J. Toohey  
Vice-President  
NJ Cert. # 42RG001351

AP001091

**REAL ESTATE AND APPRAISALS**

MCCTFC Application - Washington Boro 2010  
PHONE (973) 584-3222  
FAX (973) 584-4964

**INSURANCE**

PHONE (973) 584-3500  
FAX (973) 584-4964

Jack Toohey  
President

Thomas J. Toohey  
Vice President  
Real Estate and Appraisals



John J. Toohey, Inc.  
28 Route 10  
Succasunna, NJ 07876

www.tooheyinc.com

July 21, 2009

RE: Summary  
Appraisal of  
Block 24, Lot 24  
44 East Washington Avenue  
Washington, New Jersey 07882

Washington Boro Business Improvement District  
21 Belvidere Avenue  
Washington, New Jersey 07882  
Attention: Ed Rossi

Dear Mr. Rossi:

In accordance with your request, we have conducted an inspection and prepared an analysis of the above referenced property for the purpose of estimating the market value of the fee simple interest in the real estate as of July 18, 2009. We have been instructed by you to prepare a limited scope valuation analysis which is not as comprehensive in detail as a fully documented narrative appraisal report. As such, this analysis should not be construed as a SELF CONTAINED APPRAISAL. This Appraisal is considered a SUMMARY APPRAISAL in compliance with U.S.P.A.P. standard rule 2.2 (b). Our analysis and conclusions are based on normal, accepted appraisal principles of the valuation of any property which is the consideration of highest and best use and the applicability of the three traditional approaches to value.

This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.

REAL ESTATE AND APPRAISALS

MCCTFC Application - Washington Boro 2010  
PHONE (973) 584-3222  
FAX (973) 584-4964

INSURANCE

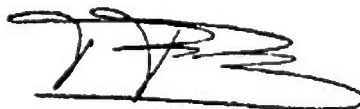
PHONE (973) 584-3500  
FAX (973) 584-4964

The Appraisers were instructed to conduct an Interior and Exterior inspection that was made on July 18, 2009. The estimated market value of the subject property is:

ONE HUNDRED THOUSAND DOLLARS  
(\$100,000.00)

We further state that we have no interest, present, or contemplate in the property or the owners.

Respectfully submitted  
JOHN J. TOOHEY, INC.

A handwritten signature in black ink, appearing to read 'TJ Toohey', with a horizontal line underneath.

Thomas J. Toohey  
Vice President  
NJ Cert. #42RG001351

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**SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

Location:	44 East Washington Avenue Washington, NJ 07882
Legal Description:	Block 24, Lot 24
Lot Size:	.18 ± Acre/7841± square feet
Improvement:	NA
Zoning:	B-2 Central Business District/Washington Avenue Core District
Current Assessments:	Land - \$45,000.00 Improvements - NA Total - \$45,000.00
Real Estate Taxes:	2008 \$1,812 @ 4.027 per \$100 of Valuation
Flood Hazard Data:	FEMA Map Zone C
Census Tract:	320
Estimated Value:	
Sales Comparison Approach -	\$100,000.00
Income Approach -	NA
Cost Approach -	NA
Estimated Value -	\$100,000.00

### ***SCOPE OF THE ASSIGNMENT***

Prepare a summary appraisal report outlining the appraisal techniques and procedures utilized in evaluating the subject property. The report is intended to comply with the reporting requirements of standards rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice.

The report is not intended to be a complete stand-alone document encompassing the entire body of appraisal theory and knowledge, but rather is limited to the more important and salient facts and conclusions which formed the foundation for the value estimates, opinions and final conclusions. The report includes:

1. Identification and description of the specific fee estate to be appraised and the effective date,
2. A description of the property appraised,
3. Consideration of the subject's neighborhood and environment, both physical and economic,
4. An analysis of Highest and Best Use,
5. A discussion of the appraisal techniques considered and used in the development of the valuation,
6. A complete presentation of each applicable appraisal approach,
7. A summary and reconciliation of the approaches into a final value estimate as of the value date in question.

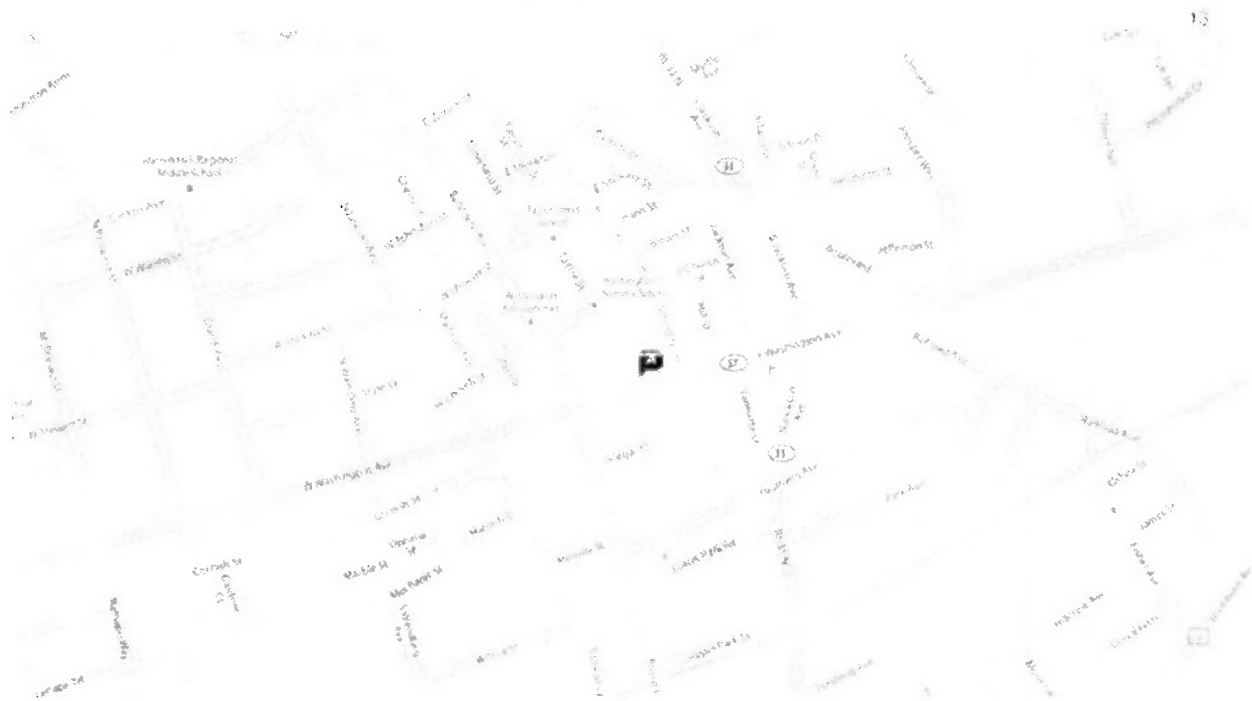
The appraisal reports:

Market Value, as is on the date of appraisal, specifically in the condition observed upon inspection, and as it physically and legally exists as of the effective date of the appraisal.

In accord with all applicable professional report writing and appraisal standards and guidelines and the Uniform Standards of Professional Practice (USPAP).

An attempt has been made to write this report in language that is as free from appraisal jargon and cant as possible. But, if the writer's inability to clearly express an idea or concept is any bar to understanding, it is assumed that the reader(s) will ask for clarification.





Street Map - 44 East Washington Avenue, Washington, NJ



WASHINGTON PUBLIC  
PARK  
WASHINGTON, NJ

PERFORMANCE STAGE

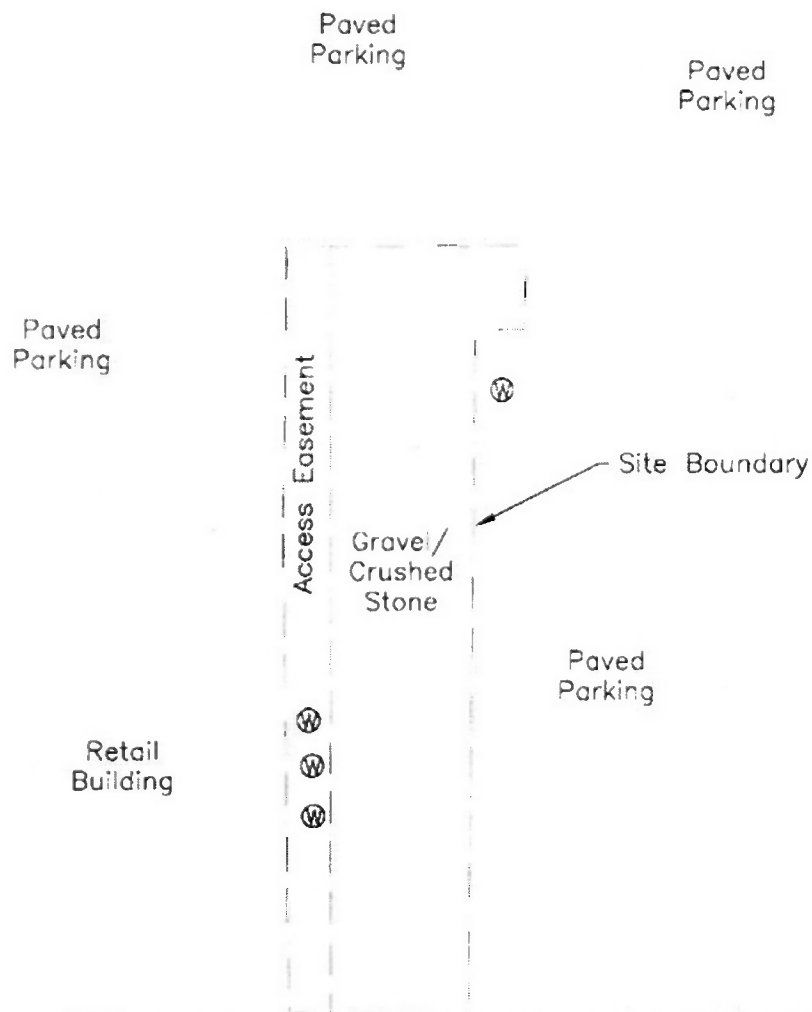
WALK  
THROUGH

PARKING

MURAL WALL



John Francis Borrelli  
Architect, P.C.  
9 East 38th Street  
New York, N.Y. 10018  
Phone (212) 685-7354



WASHINGTON AVENUE/ROUTE 57

Retail

### Legend

Ⓢ - Groundwater monitoring well (observed during December 2009 site visit)

**WINDWARD**  
ENVIRONMENTAL SOLUTIONS

WINDWARD CONSULTING, LLC  
CLINTON, NJ  
DESIGNED BY: PPS  
CHECKED BY: LDS  
REVIEWED BY: PPS  
PROJECT REFERENCE/FILE NAME:  
JW 44 WASH-SA  
DATE PREPARED:  
12-29-09  
APPROX. SCALE:  
1"=40'

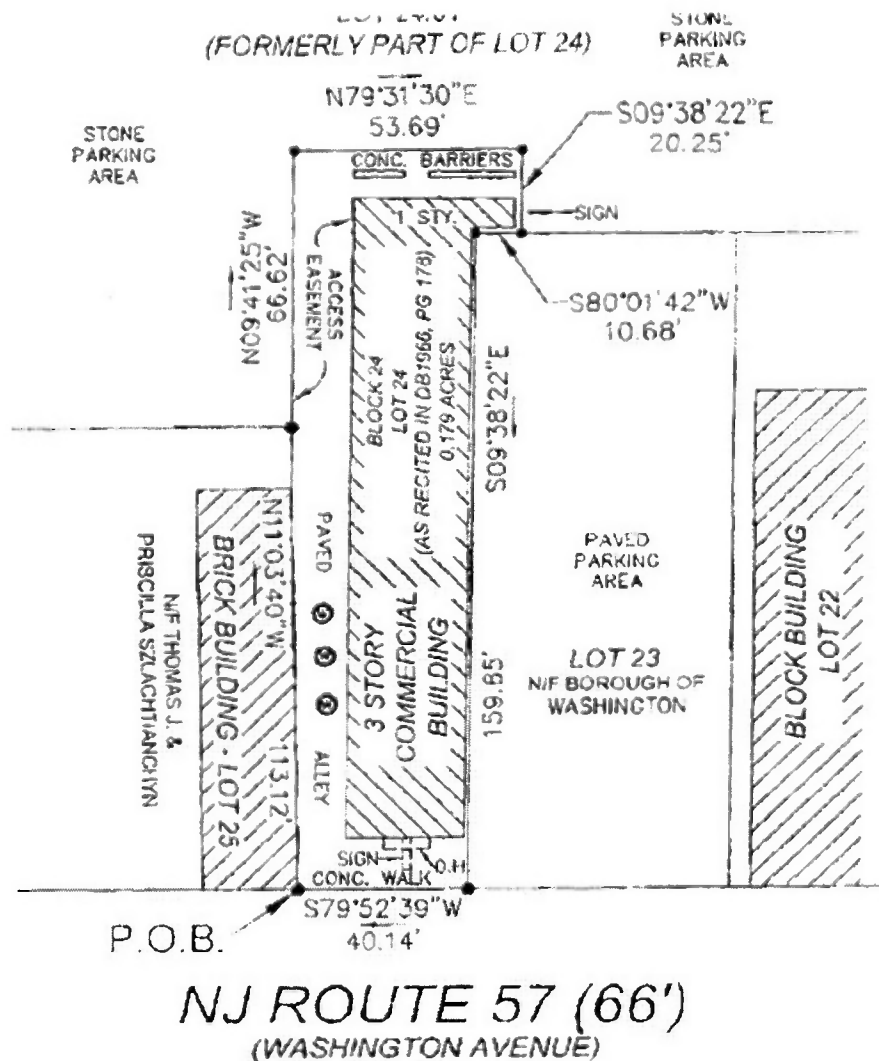
DRAWING TITLE:

**SITE PLAN**  
44 EAST WASHINGTON AVENUE  
WASHINGTON, NEW JERSEY

PREPARED FOR:  
JORG WEIS

FIGURE NO.

**2**



## NOTES:

Being known and designated as Lot 24, Block 24 on a map entitled "Minor Subdivision of Block 24 - Lots 23 & 24 in Washington Borough, Warren County, New Jersey" dated 11-15-02 prepared by Stiller and McEldowney, P.A. on file in the Borough of Washington. This Plan of Survey references Deed Book 1966, Page 176 recorded in the Warren County Clerk's Office on 11-29-04. It has not been determined whether the deed was duly filed within 90 days of subdivision approval or any extensions of time.

Subject to the rights of others to use alley as mentioned in Deed Book 179 on Page 602; Deed Book 187, Page 26; Deed Book 187, Page 34.

A written "Waiver and Direction Not to Set Corner Markers" has been obtained from the appropriate user pursuant to P.L. 2003, c. 14 (C45:2-39.3) and N.J.A.C. 13:40-5.1(n).

## CERTIFIED TO:

1. 44 EAST WASHINGTON, LLC
2. RED OAK BANK,  
its successors and/or assigns  
as their interests may appear
4. PROGRESSIVE TITLE AGENCY, INC.,  
agent of Old Republic National Title  
Insurance Company
5. Phillip F. Guidone, Esquire

ROBERT B. HARRISON, P.L.S.

NEW JERSEY PROFESSIONAL LAND SURVEYOR No. 24109

12-10-04

## PLAN OF SURVEY

## 44 EAST WASHINGTON, LLC

44 EAST WASHINGTON AVENUE  
CURRENT TAX MAP BLOCK 24, LOT 24  
(AS DESCRIBED IN DB 1966, PG 176)  
BOROUGH OF WASHINGTON  
WARREN COUNTY, NEW JERSEY

12-10-04

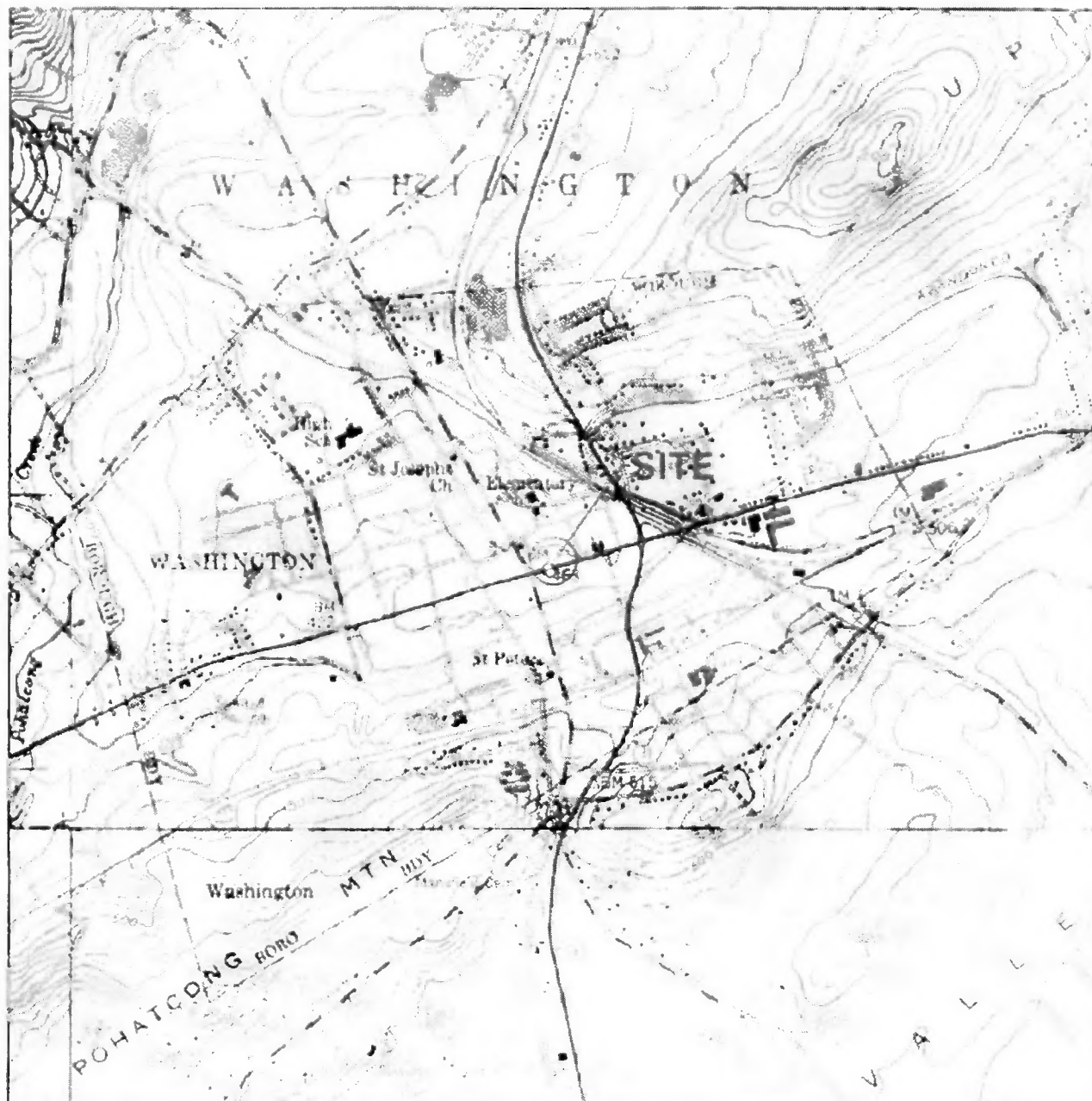
ROBERT B. HARRISON, P.L.S.

NEW JERSEY PROFESSIONAL LAND SURVEYOR No. 24109

## HARRISON SURVEYING

45 OLD YORK ROAD  
RINGOES, NEW JERSEY 08551  
PHONE NO. (908) 782-0225  
FAX NO. (908) 782-0778

DRAWN BY	B.R.H. 12-10-04	SCALE	1"=50'
CHECKED BY	R.B.H. 12-10-04	DWG. NO.	782-0225
APPROVED BY	R.B.H. 12-10-04	TITLE	
REVISIONS			



MAP SOURCE: UNITED STATES GEOLOGICAL SURVEY  
TOPOGRAPHIC MAP

Washington, NJ (1971)

2000 0 2000  
Scale in feet

**WINDWARD**  
ENVIRONMENTAL SOLUTIONS

WINDWARD CONSULTING, LLC  
CLINTON, NJ  
DESIGNED BY: LDS CHECKED BY: LDS REVIEWED BY: PPS  
PROJECT REFERENCE/FILE NAME:  
JW 44 E Wash-SA  
DATE PREPARED: 12-29-09 SCALE: 1:24000

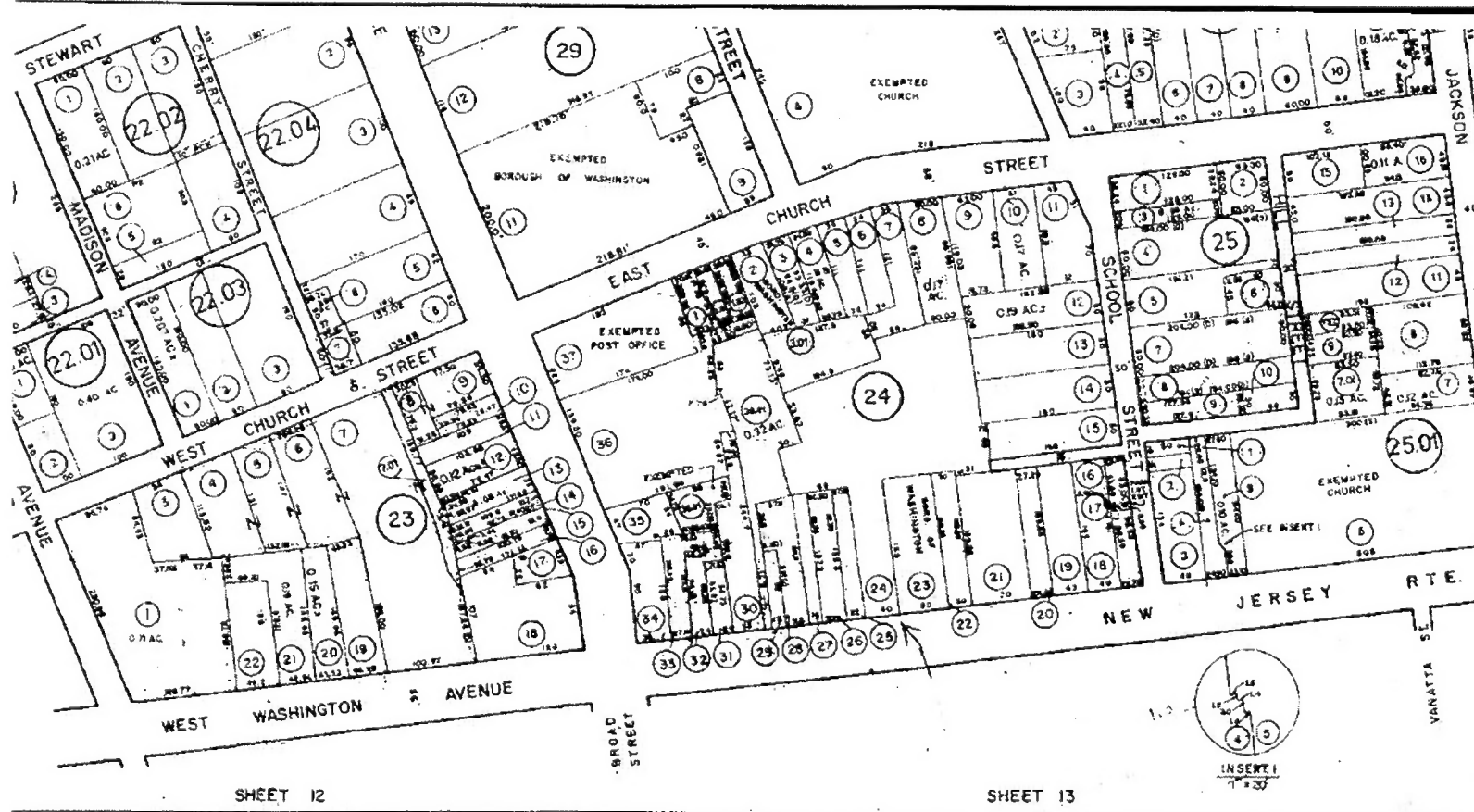
DRAWING TITLE:

**SITE LOCATION**  
44 EAST WASHINGTON AVENUE  
WASHINGTON, NEW JERSEY

PREPARED FOR:  
JORG WEIN

FIGURE NO.

1



## 2.0 Site Description

### 2.1 Location

The Site is referenced as 44 East Washington Avenue, Washington, New Jersey. The Subject Property is located at latitude 40° 45' 30.54" N, longitude 74° 58' 41.82" W on the north side of East Washington Avenue/New Jersey Route 57, approximately 0.2 miles west of the intersection of East Washington Avenue and Route 31. (See Figure 1).

### 2.2 Site and Vicinity Characteristics

The Site consists of an irregularly-shaped, approximately 0.179-acre parcel consisting of crushed stone/gravel. The Site formerly contained a three-story commercial/retail building which burned in 2005. The Site is situated in a densely developed area of Washington, New Jersey. Please refer to the appended Figure 2, Site Plan (Appendix B), for the layout of the Site and adjoining properties.

### 2.3 Current Use of the Subject Property

The Site consists primarily of gravel/crushed stone and contains no buildings. Please refer to the appended Site Plan (Figure 2) for the location of key Site features.

### 2.4 Description of Structures, Roads, and Other Improvements on the Subject Property

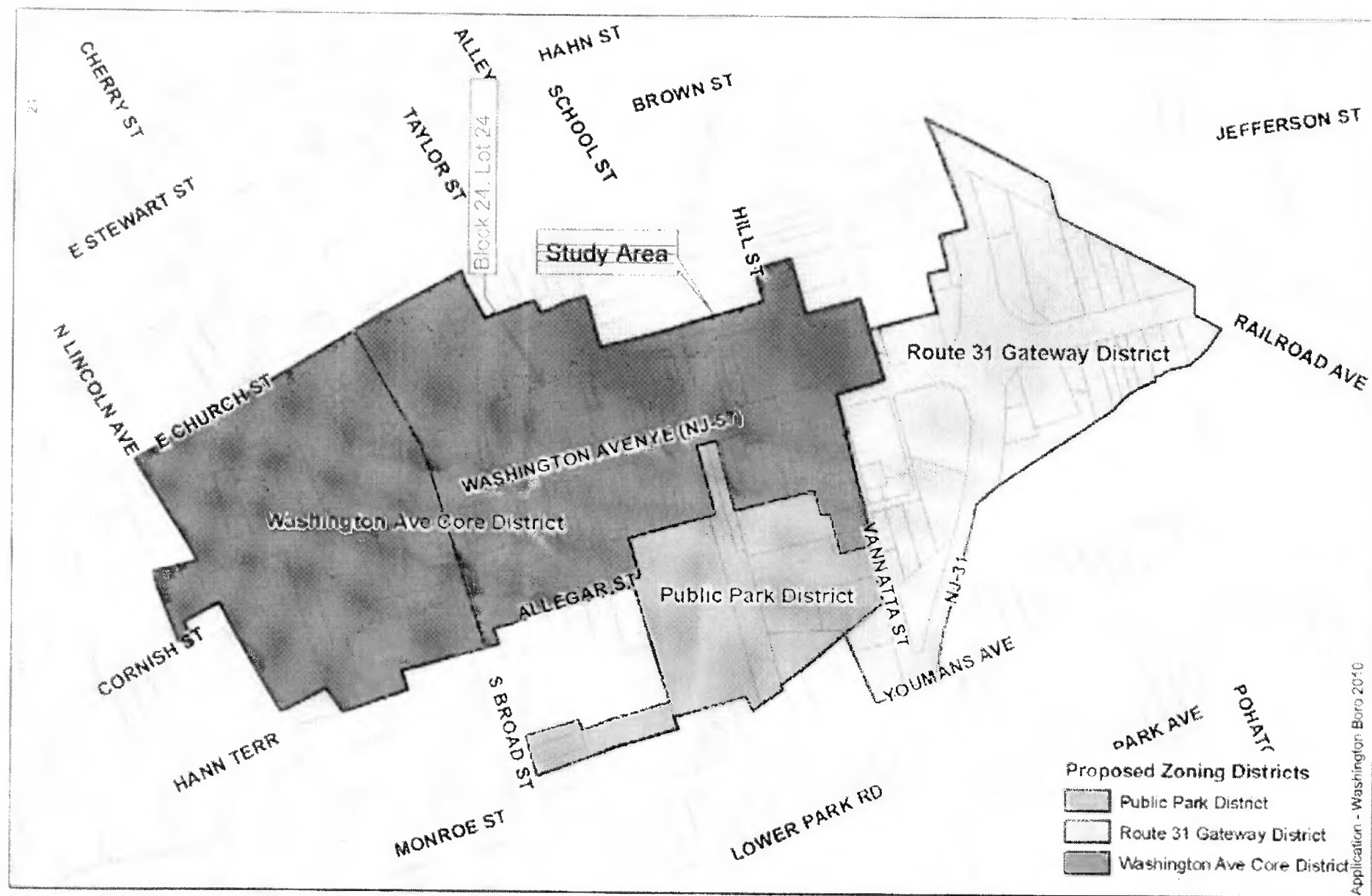
Again, the Site consists primarily of gravel and crushed stone. An approximately 1-foot wide paved access easement crosses the west side of the Site. Three groundwater monitoring wells are located in the easement.

### 2.5 Current Uses of Adjoining Properties

Below is a table describing the adjoining properties to the Site:

Adjoining Property Descriptions			
Direction	Occupant(s)/Address	Operation(s)	Concerns
North	Municipal paved parking	Parking lot	See section 3.8 for a discussion of Lot 24.01 and 23.
South	Washington Carpet Outlet(beyond East Washington Avenue)	Retail	None identified
East	Municipal paved parking	Parking lot	None identified
West	AAA Chiropractic Center and L&L Dry Cleaners 36 East Washington Ave.	Dry cleaning	Current and historical dry cleaning operations (OHM use and storage). See Section 3.8 for discussion of the L & L Dry Cleaners site.
Northwest	Municipal paved parking	Parking lot	See section 3.8 for a discussion of Lot 24.01 and 23.





Map Source: NJ Office of Municipal Land Use Management, Washington Township

# **ZONING DISTRICT MAP (MAP 3)** **Downtown Redevelopment Plan** Borough of Washington Warren County, NJ



1 inch equals 300 feet  
 0 150 300 feet

Prepared by:



**Schedule B - Section 1**

File No. P263-28914OR

**EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from the coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees or expenses that arise by reason of any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date sbut prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
3. Rights or claims of parties in possession of the land not shown by the public records.
4. Easements or claims of easements not shown by the public records.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes, charges and assessments: Ordered, Not Yet Received
7. Possible additional taxes and assessments assessed or levied under N.J.S.A 54:4-63.1 et seq.
8. The policy does not insure acreage and quantity of land.
9. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Owner's Policy only.)
10. General utility easements for electric, telephone, water, gas and sewer contained in easements of record which are installed within documented right of ways, of which the insured premises front thereon.
11. Rights or easements of others in and to all watercourses crossing or abutting the subject lands.
12. Premises fronts on New Jersey State Highway Route 57, access may be limited by the New Jersey State Highway Commission.
13. Easements as set forth in Deed Book 361 page 276; Deed Book 2054, page 152; Deed Book 1966, page 167; Deed Book 1966, page 176.
14. Easements, Restrictions and Conditions as set forth in Deed Book 179 page 632.

NOTE: The following endorsement(s) will be attached to the Final Policy when applicable.

- ALTA 9-06 (Restrictions, Easements, Minerals) Endorsement

Please note items 10-14 refer to the same easement listed throughout the Deed pages - namely an alleyway running down the western perimeter of the lot. Although this alley is no longer in use it has been noted and allowed for in the site design/plan.

Dec. 5, 1952

[illegible]

THE D. M. B. COMPANY

TO

U. S. I. R. STAMPS \$55.00

Book CH  
Doc 255  
Read by CH

WASHINGTON HARDWARE CO. INC.

-----) THIS INDENTURE, made the fourth day of December, in  
the year of our Lord, One Thousand Nine Hundred and Fifty two.

BETWEEN THE D. M. B. COMPANY a corporation of the State of New Jersey hereinafter described as the Grantor:

AND WASHINGTON HARDWARE CO., INC., (Incorporated in New Jersey January 27, 1930), whose principal office is in the Borough of Washington in the County of Warren and State of New Jersey, a corporation of the State of New Jersey hereinafter <sup>described</sup> ~~known~~ as the Grantee;

WITNESSETH, that the grantor, in consideration of One (\$1.00) Dollar and other good and valuable consideration, lawful money of the United States of America, to it paid by the grantee the receipt whereof is hereby acknowledged does by these presents grant, bargain, sell and convey unto the said grantee and its successors and assigns, forever ALL that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Borough of Washington in the County of Warren and State of New Jersey

Beginning at a drill hole in the sidewalk pavement, and on the northerly line of State Highway Route No. 24, Section 5, formerly Route No. 12, also known as East Washington Avenue, as determined by the New Jersey State Highway Department, said drill hole also being in the division line between land now or formerly of Zuckerman on the West, and land now or formerly of David B. and Mae Garner on the East, thence (1) along Zuckerman north six degrees seven minutes West 113.12 feet to a corner, thence (2) along Zuckerman at ale South eighty four degrees one minute thirty seconds West 69.96 feet to an iron pipe set for a corner; thence (3) along Major North sixteen degrees twenty seven minutes two seconds West 107.96 feet to another iron pipe; thence (4) North seventy two degrees fifty nine minutes fifty seconds East 30.00 feet to another iron pipe; thence (5) North twenty one degree ten minutes ten seconds West 53.67 feet to a corner, near the south face of existing concrete plaza on land now or formerly William La Riew; thence (6) along said land of La Riew, Pierson, et als, (the easterly part of this course following an old existing fence) north sixty nine degrees forty seven minutes thirty seconds East 241.36 feet to another iron pipe in line of an existing fence running southerly to an alley to Schoyl Street; thence (7) South eight degrees forty four minutes East running along the existing fence 178.86 feet to another iron pipe in or near the southerly side of a private alley running easterly to School Street; thence (8) along lands of now or formerly Willard M. Groff, Kinessian and Hedges South eighty four degrees fifty minutes West 124.50 feet to an existing iron pipe, at a corner; thence (9) South four degrees forty nine minutes twenty second East 159.85 feet to stake and nail in a joint in the aforesaid sidewalk pavement; and in the said Northerly line of State Highway Route No. 24, said nail being 90.75 feet in a Westerly direction along said line of Route No. 24, from an existing concrete monument of the Highway Department defining said highway line; thence (10) along said Highway line South eighty four degrees fifty minutes West 40.37 feet to aforesaid drill hole, the point of beginning.

MCCTFC Application - Washington Boro 2010

DB361-276 R12-5 52

The preceding description follows a survey made by Charles Tempory, Highway Engineer and Land Surveyor, License No. 818, as delineated on a map of said survey entitled "Map of Land in Borough of Washington, Warren County, N. J., made for David S. and Mae Garner, Washington, N. J., May 31, 1948," and bearings of course, from magnetic observation taken on Washington Avenue on November 4, 1952, and calculated from observed bearing, using the survey angles shown on the 1948 map.

Being the same lands and premises as set forth in a Deed of David D. Garner and Mae Garner, his wife, to The D. M. B. Company dated January 5, 1948 and recorded in the Warren County Clerk's Office in Book 332 on page 530 etc.

Subject to the rights of way of ingress and egress through the alleyway or lane along the West side of the formerly Amerman Building, formerly Shurts, now The D. M. B. Company, as set forth in the following deeds: Charles S. Amerman, et ux to Charles Cyphers, dated November 1, 1905, and recorded in Warren County Clerk's Office in Book 179 of Deeds, page 632; Charles S. Amerman et ux to William Stevenson, dated December 24, 1908 recorded in said Clerk's Office in book 187 of Deeds, page 34; and Charles S. Amerman et ux to George W. Deers, dated December 17, 1908, recorded in said Clerk's Office in Book 187 of Deeds, page 26.

Also subject to the month to month tenancies of Gartner, Kowitz, Lomason, Wassman, and Boodino, and lease term of Crichton, expiring October 15, 1953.

This conveyance shall include all the right, title and interest, if any, in the lands lying in front of above described lands in East Washington Avenue, subject to the right of the public to its use for highway purposes.

The grantor herein is the same corporation as "D. M. B. Company", the grantee in a deed recorded in Book 332 of Deeds of Warren County, on page 530 etc.

TOGETHER WITH the appurtenances and also all the right, title and interest of the grantor of, in or to the same.

TO HAVE AND TO HOLD the same unto the grantee, its successors and assigns, to it and their own use forever.

AND the said grantor, for itself and its successors and assigns, does covenant and agree with the said grantee, its successors and assigns:

1. That the title to said premises is vested in fee simple absolute in the said grantor.
2. That the said grantor has lawful authority to grant, bargain, sell and convey the same in form aforesaid.
3. That the grantee its successors and assigns may forever peaceably and quietly hold, possess and enjoy the same against every person lawfully claiming the same.
4. That the same are now free and clear of all encumbrances whatsoever.
5. That the grantor and its successors and all persons lawfully claiming under them any interest in said premises, shall and will at any time hereafter, upon the request and at the cost of the grantee, its successors or assigns, execute all further conveyances that shall be reasonably required.
6. AND the said grantor and its successors the above described premises, and every part thereof with the appurtenances unto the grantee, its successors and assigns against the grantor and its successors and assigns and against all persons lawfully claiming the same shall and will WARRANT and by these presents forever DEPEND.

IN WITNESS WHEREOF, the said party of the first part hath caused its corporate Seal to be hereto affixed and attested by its Secretary, and these presents to be signed by its President the day and year first above written.

Annie Kate

Attest

Annie Kats, Secretary  
(Corp. Seal)

THE D. M. B. COMPANY

BY Mac Janner

Mae Garner, President

STATE OF NEW JERSEY, )  
COUNTY OF WARREN, ) ss.:

BE IT REMEMBERED, that on this fourth day of December in the year of Our Lord One Thousand Nine Hundred and Fifty two, before me, the subscriber, a Master of the Superior Court of New Jersey, personally appeared Annie Katz who, being by me duly sworn on her oath, doth depose and make proof to my satisfaction that he is the Secretary of The D. M. G. Company, the corporation named in the within Instrument; that she is the President of said corporation; that the execution as well as the making of this instrument, has been duly authorized by a proper resolution of the board of directors of the said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed and said Instrument signed and delivered by said President, so and for his voluntary act and deed, and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me )

at Washington, N. J.

Annie Kate

the date aforesaid. )

Annie Katz

James B. Maddock, Jr.

James B. Waddouk, Jr.,

Master of the Superior Court of New Jersey

Received and recorded 12:44 P. M.

Dec. 5, 1952

John M. Bodine, Clerk.

[illegible]

DOCUMENT NUMBER 103426

KARAMAC REALTY CO., INC. )

Book CA  
Doc MKS  
read by CH

AND }

NEONOR JONES )

ARTICLES OF AGREEMENT, made the 22nd day of November  
in the year One Thousand Nine Hundred and Fifty two  
BETWEEN KARAFAC REALTY CO. INC., a corporation of the State of New York and having its  
office and principal place of business in the State of New York at \_\_\_\_\_ hereinafter referred  
to as the Seller;

AND GEORGE JONES, of Jacksonburg, in the Township of Blairstown in the County of Warren and State of New Jersey hereinafter referred to as the Purchaser:

WITNESSETH, that the Seller, for and in consideration of the sum of Nineteen Thousand Dollars (\$19,000) to be paid and satisfied as hereinafter mentioned, and also in consideration of the covenants and agreements hereinafter mentioned, made and entered by the Purchaser, doth agree to and with the said Purchaser, that the Seller will well and sufficiently convey to the said Purchaser, by deed of Warranty free from all encumbrance, except as hereinafter mentioned, on or before the 10th day of January next ensuing the date hereof.

ALL that certain lot, tract or parcels of land and premises together with the

Deadweight and Sale (Consent as to Grantor's Act)  
Not to be used in Corp. - Public Language

PREPARED BY

Lori Kopf MacWilliam, Esq.

**CORRECTIVE DEED**

This Corrective Deed is made on December 22, 2005

**BETWEEN**

44 EAST WASHINGTON ASSOCIATES, L.L.P. having mailing addresses at 100 Valley Road, Oxford, NJ 07863 (referred to as the Grantor),

**AND**

44 EAST WASHINGTON ASSOCIATES, L.L.P. having mailing addresses at 100 Valley Road, Oxford, NJ 07863 (referred to as the Grantee).

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**TRANSFER OF OWNERSHIP.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE DOLLAR AND 00/100—(\$1.00).

The Grantor acknowledges receipt of this money.

**TAX MAP REFERENCE.** (N.J.S.A.46:15-1.1) Municipality of Washington Borough Block No. 24 Lot No. 24.01 Account No. [ ] No property tax identification number is available on the date of this Deed. (Check box if applicable).

**PROPERTY.** The property consists of the land and all the buildings and structures on the land in the Borough of Washington, County of Warren and State of New Jersey. The legal description is:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with a nonexclusive driveway easement in perpetuity for the Grantee and its successors in title, to use the driveway along the westerly side of the building on Block 24, Lot 24 to allow pedestrian and vehicular access to Block 24, Lot 24.01.

BEING a part of the same premises conveyed to the Grantor by deed from Washington Hardware Company, Inc., Jones Ampere Hardware and Supply, Inc., corporations of the State of New Jersey, dated September 16, 1998, recorded September 25, 1998 in the Warren County Clerk's Office in Deed Book 1588 Page 17. Further being conveyed by deed from Alan T. Typinski and Dennis Donahoe, as Tenants in Common and not as Joint Tenants with Rights of Survivorship, to 44 East Washington Associates, L.L.P., dated August 26, 2002 and recorded September 19, 2002 in the Warren County Clerk's Office in Deed Book 1830 Page 135.

This Deed is made in conformance with and to confirm the minor subdivision approval granted by the Borough of Washington Planning Board on July 14, 2003 and memorialized by Resolution adopted on August 11, 2003, and the filing of this deed was extended to 190 days after October 19, 2004, by Resolution of the Planning Board dated November 8, 2004.

The sole purpose of this Corrective Deed is to add information about the extended filing allowance.

By Patricia Post  
Patricia Post, Secretary  
Borough of Washington Planning Board

By William A. Miller  
William Miller, Chairman  
Borough of Washington Planning Board

Consideration:	1.00	Easement Code:	
County	State	N.P.M.R.F.	Total
.00	.00	.00	.00
Public	Extra...		
.00	.00		

Date: Dec 27, 2005



## PORTION OF BLOCK 24, LOT 24

TO BE MERGED WITH

BLOCK 24, LOT 23

This page was received in the Warren  
County Clerk's Office in a condition  
unsatisfactory for imaging

WASHINGTON BOROUGH, WARREN COUNTY, NEW JERSEY

## SCHEDULE A

BEGINNING at an iron pin found at the termination of the first course in a description of lands conveyed from Washington Hardware Company, Inc., to Alan T. Typinski & Dennis Donahue, dated September 16, 1998, and recorded at the Warren County Clerk's Office in Book 1588 of Deeds on Page 17, said point also being corner to lands now or formerly of Thomas J. & Priscilla Szlachtiachyn (Block 24, Lot 25), and running thence,

1. at first along said Szlachtiachyn, and then along lands now or formerly of Luis A. & Laura M. Lopez (Block 24, Lot 26) and lands now or formerly of 12 E. Garp Corp. (Block 24, Lot 27), south 79 degrees 14 minutes 53 seconds west 69.83 feet to an iron pipe found, corner also to lands now or formerly of Mark A. & Edward J. Rossi (Block 24, Lot 30.01); thence by the following three courses along said Rossi,
  2. north 21 degrees 11 minutes 43 seconds west 107.89 feet to a point on the face of a masonry building; thence,
  3. north 66 degrees 21 minutes 24 seconds east 30.00 feet to an iron pin found; thence,
  4. north 27 degrees 41 minutes 31 seconds west 53.87 feet to an iron pipe found, corner also to lands now or formerly of Georgette & George Koorie (Block 24, Lot 3.01); thence,
5. at first along said Koorie, and then along lands now or formerly of C.S.R.P. Realty Co., LLC (Block 24, Lot 7), and lands now or formerly of John & Geraldine Aniceto (Block 24, Lot 8), north 65 degrees 10 minutes 07 seconds east 242.54 feet to an iron pipe found, corner also to lands now or formerly of Elvia & Jeffrey J. Graff (Block 24, Lot 12); thence,

SCHEDULE A (continued)

This page was received in the Warren  
County Clerk's Office in a condition  
unsatisfactory for imaging

6. at first along said Graft, and then along lands now or formerly of Sherni L. & Samuel B. Eichler (Block 24, Lot 13), lands now or formerly of Barbara J. & Anthony J. Makoski (Block 24, Lot 14), lands now or formerly of Ruth Castner (Block 24, Lot 15), and a 12 foot wide alley to School Street, south 13 degrees 36 minutes 15 seconds east 178.99 feet to an iron pipe found, in line of lands now or formerly of Albert & Donna Wester (Block 24, Lot 21); thence,
7. at first along said Wester, and then along lands now or formerly of Garp Realty Assoc. (Block 24, Lot 22) and lands now or formerly of Borough of Washington (Block 24, Lot 23), south 80 degrees 01 minute 42 seconds west 113.81 feet to a point; thence by the following three newly created lines,
8. north 09 degrees 38 minutes 22 seconds west 20.25 feet to a point; thence,
9. south 79 degrees 31 minutes 30 seconds west 53.69 feet to a point; thence,
10. south 09 degrees 41 minutes 25 seconds east 66.62 feet to the place of beginning.

All bearings being referenced to deed north as in Deed Book 1588, Page 17, and the parcel containing a calculated area of 0.873 acre of land, more or less, as surveyed by H. Clay McEldowney, P.E., L.S., New Jersey License No. 20891.

Being part of the same lands and premises conveyed from Washington Hardware Company to Alan T. Typinski & Dennis Donahue, dated September 16, 1998, and recorded at the Warren County Clerk's Office in Book 1588 of Deeds on Page 17



GIT/REP-4a  
(12-04)

State of New Jersey

**WAIVER OF SELLER'S FILING REQUIREMENT OF  
GIT/REP FORMS AND PAYMENT FOR CORRECTED DEED  
WITH NO CONSIDERATION**

(C.55, P.L. 2004)

(Please Print or Type)

**PERSONAL INFORMATION**

Name(s)

44 East Washington Associates, L.L.P.

Current Resident Address:

100 Valley Road

City, Town, Post Office

State

Zip Code

Oxford

New Jersey

07863

**PROPERTY INFORMATION**

Block(s)

Lot(s)

Qualifier

24

24.01

Street Address:

City, Town, Post Office

State

Zip Code

Washington Borough

New Jersey

07863

**CONSTRUCTION INFORMATION**

The undersigned is (are) the title owner(s) of the real property identified under the "Property Information" section above. By presenting this declaration fully completed and signed by me (us), I (we) represent that the deed to which this form is attached is for corrective or confirmatory purposes only. In other words, the deed needs to be recorded or re-recorded solely due to a typographical, clerical, property description or other scrivener error or omission and there is no consideration for the corrective or confirmatory deed. The county recording officer will accept this form for recording along with such deed. The recording officer may also, however, continue to accept the GIT/REP-4 form with the Division's raised seal in lieu of the GIT/REP-4A.

This waiver form may be presented to the appropriate county recording officer for recording along with the deed of the owner as identified in the information above. Accordingly, the county recording officer is hereby authorized to accept this waiver form in lieu of any other GIT/REP form without any further payment of any tax on estimated income gain pursuant P.L. 2004, c. 53.

Date

Signature (Owner) Please Indicate if Power of Attorney or Attorney in Fact

Alan Typinski

Date

Signature (Owner) Please Indicate if Power of Attorney or Attorney in Fact

Dennis Donahue

NC1645 - Affidavit of Consideration  
RTF-1 (Rev. 8/2004) P405

## STATE OF NEW JERSEY

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A Division of ALL-STATE International, Inc.  
www.allstate.com 800.223.0610 Page 1

## AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended by through Chapter 66, P.L. 2004)

To be recorded with deed pursuant to Chapter 49, P.L. 1968 as amended by Chapter 66, P.L. 2004 (N.J.S.A. 46:15-6 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY OF WARREN

}

## FOR RECORDER'S USE ONLY

Consideration \$ 1-  
RTF paid by seller \$ 0-  
Date 12/27/05 By Ce

\* Use symbol "C" to indicate that fee is exclusively for county use.

## (1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 attached)

Deponent, Alan Typinaki, being duly sworn according to law upon his/her oath deposes

and says that he/she is the <sup>(Name)</sup> of Grantors in a deed dated December, 2005

transferring real property identified as Block No. 24 Lot No. 24.01

located at Washington Borough, Warren County and annexed hereto.

## (2) CONSIDERATION (See Instruction #5)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 1.00

## (3) FULL EXEMPTION FROM FEE

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, as amended through c. 66, P.L. 2004 for the following reason(s). Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient. To correct a deed previously recorded

## (4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #3 and #7.)

Deponent claims that this deed transaction is exempt from the State portion of the Basic fee imposed by c. 178, P.L. 1975; c. 113, P.L. 2004; and c. 66, P.L. 2004 for the following reason(s):

## A. SENIOR CITIZEN (See Instruction #3)

- ☐ Grantor(s) 62 years of age or over.\* ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ One- or two-family residential premises. ☐ Owners as joint tenants must all qualify.
- ☐ Resident of the State of New Jersey.

## B. BLIND (See Instruction #3)

- ☐ Grantor(s) legally blind.\* ☐ DISABLED (See Instruction #3)
- ☐ One- or two-family residential premises. ☐ Grantor(s) permanently and totally disabled.\*
- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Receiving disability payments.\*
- ☐ Owners as joint tenants must all qualify. ☐ Not gainfully employed.\*
- ☐ Resident of the State of New Jersey. ☐ One- or two-family residential premises.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ Owners as joint tenants must all qualify.
- ☐ Resident of the State of New Jersey.

\* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY

## C. LOW AND MODERATE INCOME HOUSING (See Instruction #3)

- ☐ Affordable according to HUD standards. ☐ Reserved for occupancy.
- ☐ Meets income requirements of region. ☐ Subject to resale controls.

## (5) NEW CONSTRUCTION (See Instruction #3) - Affidavit must be executed by Grantor

- ☐ Entirely new improvement. ☐ Not previously occupied.
- ☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968, as amended through c. 66, P.L. 2004.

Subscribed and sworn to before me  
this 22nd  
day of December, 2005

Alan Typinaki

Notary Public  
Alan Typinaki  
Attorney at Law of NJ

Signature of Deponent

100 Valley Road  
Oxford, NJ 07863

Address of Deponent

Name of Grantor

100 Valley Road  
Oxford, NJ 07863Address of Grantor at Time of Sale  
Gebhardt & Kiefer, PC

Gebhardt &amp; Kiefer, PC

Name/Company of Settlement Officer

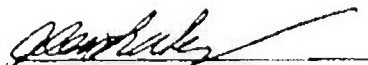
## FOR OFFICIAL USE ONLY



Instrument Number 270145 County Warren  
Deed Number Book 2054 Page 132  
Deed Dated 12/27/05 Date Recorded 12/27/05

**PROMISES BY GRANTOR.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

**SIGNATURES.** The Grantor signs this Corrective Deed as of the date at the top of the first page.

Witnessed or Attested by:

  
Alan Y. Lowcher, Esq.

  
ALAN TYPINSKI  
  
DENNIS DONAHUE

STATE OF NEW JERSEY, COUNTY OF HUNTERDON SS.:  
I CERTIFY that on December 22, 2005

44 WASHINGTON ASSOCIATES, L.L.P., by Alan Typinski and Dennis Donahue

personally came before me and stated to my satisfaction, that this person (or if more than one, each person):

- a) was the maker of the attached deed;
  - b) executed this deed as his or her own act; and,
  - c) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title.
- (Such consideration is defined in N.J.S.A. 46:15-5.)

  
Alan Y. Lowcher, Esq.  
Attorney at law of State of New Jersey

1925-1023  
Deed

Doc #: 00270145  
BK: 2054 Pg: 159

Recorded

Dec 27, 2005 11:09:19A

TERRANCE D LEE  
WARREN COUNTY CLERK  
BELVIDERE, NJ

DEED	DATE:
44 EAST WASHINGTON ASSOCIATES, LLP	
GRANTOR,	Record & Return:
TO	
44 EAST WASHINGTON ASSOCIATES, LLP	Lori Kopf MacWilliam, Esq. Gebhardt & Kiefer, P.C. PO Box 4001 Clinton, NJ 08809 100
GRANTEE	

Deed Recipient and Fee (Recipient to be Grantor's Agent)  
Not to be used as a Copy-Ready

PREPARED BY

*Susan R. Rubright*  
Susan R. Rubright, Esq.

## DEED

This Deed is made on 10/20, 2004

## BETWEEN

44 EAST WASHINGTON ASSOCIATES, L.L.P. having mailing addresses at 100 Valley Road, Oxford, NJ 07883 (referred to as the Grantor),

## AND

44 EAST WASHINGTON ASSOCIATES, L.L.P. having mailing addresses at 100 Valley Road, Oxford, NJ 07883 (referred to as the Grantee).

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**TRANSFER OF OWNERSHIP.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE DOLLAR AND 00/100—(\$1.00).

The Grantor acknowledges receipt of this money.

**TAX MAP REFERENCE.** (N.J.S.A. 46:15-1.1) Municipality of Washington Borough  
Block No. 24 Lot No. 24.01 Account No. ☐ No property tax identification number is available on the date of this Deed. (Check box if applicable).

**PROPERTY.** The property consists of the land and all the buildings and structures on the land in the Borough of Washington, County of Warren and State of New Jersey. The legal description is:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with a nonexclusive driveway easement in perpetuity for the Grantee and its successors in title, to use the driveway along the westerly side of the building on Block 24, Lot 24 to allow pedestrian and vehicular access to Block 24, Lot 24.01.

BEING a part of the same premises conveyed to the Grantor by deed from Washington Hardware Company, Inc., Jones Ampere Hardware and Supply, Inc., corporations of the State of New Jersey, dated September 16, 1998, recorded September 23, 1998 in the Warren County Clerk's Office in Deed Book 1588 Page 17. Further being conveyed by deed from Alan T. Typinski and Dennis Donahue, as Tenants in Common and not as Joint Tenants with Rights of Survivorship, to 44 East Washington Associates, L.L.P., dated August 26, 2002 and recorded September 10, 2002 in the Warren County Clerk's Office in Deed Book 1830 Page 155.

This Deed is made in conformance with and to confirm the minor subdivision approval granted by the Borough of Washington Planning Board on July 14, 2003 and memorialized by Resolution adopted on August 11, 2003, and the filing of this deed was extended by the Planning Board, until October 19, 2004.

By *Patricia Post*  
Patricia Post, Secretary  
Borough of Washington Planning Board

By *William Miller*  
William Miller, Chairman  
Borough of Washington Planning Board

Consideration	1.00	Exempt Code
County	.00	
State	.00	
Public	.00	
Extra...	.00	
Total	.00	

Date: Nov 29, 2004

SCHEDULE A

BEGINNING at an iron pin found at the termination of the first course in a description of lands conveyed from Washington Hardware Company, Inc., to Alan T. Typinski & Dennis Donahue, dated September 16, 1998, and recorded at the Warren County Clerk's Office in Book 1588 of Deeds on Page 17, said point also being corner to lands now or formerly of Thomas J. & Priscilla Szlachtianchyn (Block 24, Lot 25), and running thence,

1. at first along said Szlachtianchyn, and then along lands now or formerly of Luis A. & Laura M. Lopez (Block 24, Lot 26) and lands now or formerly of 12 E. Garp Corp. (Block 24, Lot 27), south 79 degrees 14 minutes 53 seconds west 69.83 feet to an iron pipe found, corner also to lands now or formerly of Mark A. & Edward J. Rossi (Block 24, Lot 30.01); thence by the following three courses along said Rossi,
  2. north 21 degrees 11 minutes 43 seconds west 107.89 feet to a point on the face of a masonry building; thence,
  3. north 66 degrees 21 minutes 24 seconds east 30.00 feet to an iron pin found; thence,
  4. north 27 degrees 41 minutes 31 seconds west 53.87 feet to an iron pipe found, corner also to lands now or formerly of Georgette & George Koorie (Block 24,

This page was received in the Warren County Clerk's Office in a condition unsatisfactory for micro-film recording

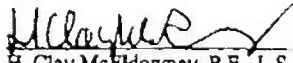
Lot 3.01); thence,

5. at first along said Koonie, and then along lands now or formerly of C.S.R.P. Realty Co., LLC (Block 24, Lot 7), and lands now or formerly of John & Geraldine Anicito (Block 24, Lot 8), north 65 degrees 10 minutes 07 seconds east 242.54 feet to an iron pipe found, corner also to lands now or formerly of Elvia & Jeffrey J. Graff (Block 24, Lot 12); thence,
6. at first along said Graff, and then along lands now or formerly of Sherri L. & Samuel E. Eichler (Block 24, Lot 13), lands now or formerly of Barbara J. & Anthony J. Makoski (Block 24, Lot 14), lands now or formerly of Ruth Casmer (Block 24, Lot 15), and a 12 foot wide alley to School Street, south 13 degrees 36 minutes 15 seconds east 178.99 feet to an iron pipe found, in line of lands now or formerly of Albert & Donna Wester (Block 24, Lot 21); thence,
7. at first along said Wester, and then along lands now or formerly of Garp Realty Assoc. (Block 24, Lot 22) and lands now or formerly of Borough of Washington (Block 24, Lot 23), south 80 degrees 01 minute 42 seconds west 113.81 feet to a point; thence by the following three newly created lines;
8. north 09 degrees 38 minutes 22 seconds west 20.25 feet to a point; thence,
9. south 79 degrees 31 minutes 30 seconds west 53.69 feet to a point; thence,
10. south 09 degrees 41 minutes 25 seconds east 66.62 feet to the place of beginning.

All bearings being referenced to deed north as in Deed Book 1588, Page 17, and the parcel containing a calculated area of 0.873 acre of land, more or less, as surveyed by H. Clay McEldowney, P.E., L.S., New Jersey License No. 20891.

This page was received in the Warren County Clerk's Office in a condition unsatisfactory for micro-film recording

Being part of the same lands and premises conveyed from Washington Hardware  
Company to Alan T. Typinski & Dennis Donahue, dated September 16, 1998, and  
recorded at the Warren County Clerk's Office in Book 1588 of Deeds on Page 17

  
H. Clay McKelowney, P.E., L.S.  
New Jersey License No. 20891

JG:mnw  
Checked By: PLM  
M:\wb\D08593\B24L24merg.des

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County Clerk's Office in a condition  
unsatisfactory for micro-film recording



RTF-1 (Rev. 8/2004)

STATE OF NEW JERSEY

## AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 66, P.L. 2004)

To be recorded with deed pursuant to Chapter 49, P.L. 1968, as amended by Chapter 308, P.L. 1991 (N.J.S.A. 46:15-6 et seq.)  
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

} ss.

COUNTY OF Warren

## FOR RECORDER'S USE ONLY

Consideration \$ 1.00  
RTF paid by seller \$ 0  
Date 11/29/04 By pc

\*Use symbol "C" to indicate that fee is exclusively for county use.

## (1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Alan Y. Lowcher, being duly sworn according to law upon his/her oath,  
(Name)  
deposes and says that he/she is the Legal Representative in a deed dated 10/20/2004 transferring  
(Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)  
real property identified as Block number 24 Lot number 24.01 located at  
44 East Washington Avenue, Washington Borough, Warren County and annexed thereto.  
(Street Address, Municipality, County)

(2) CONSIDERATION \$ 1.00 (See Instructions #1 and #5 on reverse side)

## (3) FULL EXEMPTION FROM FEE (See Instruction #6 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.  
(a) for a consideration less than \$100.00

## (4) PARTIAL EXEMPTION FROM FEE (See Instruction #7 on reverse side)

## PARTIAL EXEMPTION FROM FEE EXEMPTION FROM FEE (See Instructions #7 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 178, P.L. 1873, C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. \* (See Instruction #7 on reverse side for A or B)  
B. BLIND PERSON Grantor(s) ☐ legally blind or;  
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ Receiving disability payments ☐ Not gainfully employed

Senior citizens, blind or disabled persons must also meet all of the following criteria:

- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of the State of New Jersey.  
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

\*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

## C. LOW AND MODERATE INCOME HOUSING (See Instruction #7 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.  
☐ Meets income requirements of region. ☐ Subject to resale controls.

## (5) NEW CONSTRUCTION (See Instructions #8 and #10 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.  
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 66, P.L. 2004.

Subscribed and sworn to before me  
this 22nd day of October, 20 04*Marsha L. Banghart*MARSHA L. BANGHART  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES OCT. 18, 2007Signature of Deponent  
18 Ryman Rd, Washington, NJ  
Deponent Address44 East Washington Associates, LL  
Grantor Name100 Valley Road, Oxford, NJ 07863  
Grantor Address at Time of Sale

Name/Company of Settlement Officer

## FOR OFFICIAL USE ONLY

Instrument Number 242426 County Warren  
Deed Number 19166 Book 19166 Page 167  
Deed Dated 10/20/04 Date Recorded 11/29/04

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form, as required by law.  
This form may not be altered or amended without the approval of the Director.  
For further information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at  
[www.state.nj.us/treasury/taxation/affidavit.htm](http://www.state.nj.us/treasury/taxation/affidavit.htm)



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
 (C.55, P.L. 2004)

GIT/REP-3  
 (9-04)

(Please Print or Type)

**SELLER'S INFORMATION (If Multiple Sellers, Each Seller Must Complete a Certification)**

Name(s)

44 East Washington Associates, LLP

Current Resident Address:

Street: 100 Valley Road

City, Town, Post Office

State

Zip Code

Oxford

NJ

07863

**PROPERTY INFORMATION (Real Property description)**

Block(s)

Lot(s)

Qualifier

24

24,01

Street Address:

44 East Washington Avenue,

City, Town, Post Office

State

Zip Code

Washington

NJ

07882

Seller's Percentage of Ownership

Consideration

Closing Date

100%

1.00

10/22/2004

**SELLER ASSURANCES (Check the Appropriate Box)**

1. ☐ I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

**PROMISES BY GRANTOR.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

**SIGNATURES.** The Grantor signs this Deed as of the date at the top of the first page.

Witnessed or Attested by:

*Marsha Banghart*

*Alan Typinski*  
ALAN TYPINSKI, Limited Partner

*Dennis Donahue*  
DENNIS DONAHUE, Limited Partner

STATE OF NEW JERSEY, COUNTY OF HUNTERDON

SS.:

I CERTIFY that on 10/20, 2004

44 EAST WASHINGTON ASSOCIATES, LLP, by Alan Typinski and Dennis Donahue

personally came before me and stated to my satisfaction, that this person (or if more than one, each person):

- a) was the maker of the attached deed;
- b) executed this deed as his or her own act; and,
- c) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title.

(Such consideration is defined in N.J.S.A. 46:15-5.)

*Marsha Banghart*

NOTARIAL PUBLIC  
NEW JERSEY  
MY COMMISSION EXPIRES OCT. 13, 2007

1445-1043  
Deed

Doc #: 00242426  
Bk: 1966 Pg: 175

Recorded

Nov 29, 2004 12:28:12P

TERRANCE D LEE  
WARREN COUNTY CLERK  
BELVIDERE, NJ

DEED	DATE:
44 EAST WASHINGTON ASSOCIATES, LLP	
GRANTOR,	
TO	
44 EAST WASHINGTON ASSOCIATES, LLP	
GRANTEE	

Record & Return:  
*Alan Y Lawcher, Esq.*  
*19 Ryman Rd*  
*Washington NJ 07882*  
*110*

Warren County  
Terrance D Lee  
County Clerk

Book: 1966 Page: 176

Document Number: 2004- 00242427 Document Type: Deed  
Recorded Date: 11/29/2004

Parties: 44 EAST WASHINGTON ASSOCIATES L L P  
44 EAST WASHINGTON ASSOCIATES L L P

Pages Charged: 7

Pages Scanned: 8

Comment:

Recorded By: ALAN LOWCHER

**\*\* Examined and Charged as Follows \*\***

Deed	37.00
Coversheet	0.00
Preservation	40.00
Recording Fees Difference	23.00

Recording Fee: 100.00

	<u>Town</u>	<u>Serial #</u>	<u>Consideration</u>	<u>Tax Code</u>
Transfer Tax	0.00 WASHINGTON BORO		1.00	E
County Treasurer	0.00			
State Treasurer	0.00			
NPNRF	0.00			
Extraordinary Aid	0.00			
Public Health	0.00			
General Fund	0.00			
Tax Fee:	0.00			

**\*\* This Page is Part of the Document \*\***

I hereby certify that the within and foregoing was recorded in the Clerk's Office for:

**File Information**

Document Number: 2004- 00242427  
Recorded Date: 11/29/2004 12:29 P  
Receipt Number: 11831

**Mail Back**  
ALAN LOWCHER  
19 RYMON RD

WASHINGTON NJ 07882-

Not to be used if Copy - Photo Language

PREPARED BY: (Print signor's name below signature)

Susan R. Rubright, Esq.

## DEED

This Deed is made on 10/20, 2004

## BETWEEN

++ EAST WASHINGTON ASSOCIATES, L.L.P. having mailing addresses at 100 Valley Road, Oxford, NJ 07863, (referred to as the Grantor).

## AND

++ EAST WASHINGTON ASSOCIATES, L.L.P. having mailing addresses at 100 Valley Road, Oxford, NJ 07863 (referred to as the Grantee).

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**TRANSFER OF OWNERSHIP.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE DOLLAR AND 00/100—(\$1.00).

The Grantor acknowledges receipt of this money.

**TAX MAP REFERENCE** (N.J.S.A.46:15-1.1) Municipality of Washington Borough Block No. 24 Lot No. 24 Account No. [ ] No property tax identification number is available on the date of this Deed. (Check box if applicable).

**PROPERTY.** The property consists of the land and all the buildings and structures on the land in the Borough of Washington, County of Warren and State of New Jersey. The legal description is:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT to a nonexclusive driveway easement in perpetuity for the Grantee and its successors in title, to use the driveway along the westerly side of the building to allow pedestrian and vehicular access to Block 24, Lot 24.01.

BEING a part of the same premises conveyed to the Grantor by deed from Washington Hardware Company, Inc., Jones Ampere Hardware and Supply, Inc., corporations of the State of New Jersey, dated September 16, 1998, recorded September 26, 1998 in the Warren County Clerk's Office in Deed Book 1588 Page 17. Further being conveyed by deed from Alan T. Typinski and Dennis Donahue, as Tenants in Common and not as Joint Tenants with Rights of Survivorship, to ++ East Washington Associates, L.L.P., dated August 26, 2002 and recorded September 19, 2002 in the Warren County Clerk's Office in Deed Book 1830 Page 135.

This Deed is made in conformance with and to confirm the minor subdivision approval granted by the Borough of Washington Planning Board on July 14, 2003 and memorialized by Resolution adopted on August 11, 2003, and the filing of this deed was extended by the Planning Board, until October 19, 2004.

By Patricia Post  
Patricia Post, Secretary  
Borough of Washington Planning Board

By William Miller  
William Miller, Chairman  
Borough of Washington Planning Board

Consideration: 1.00		Exempt Code:	
County .00	State .00	M.P.N.R.F .00	Total .00
Public .00	Extra... .00	Date: Nov 29, 2004	

## SCHEDULE A

BEGINNING at a point on the northerly road right-of-way line of New Jersey Route 57 (Washington Avenue), a 66 foot wide right-of-way, said point also being corner to lands now or formerly of Thomas J. & Priscilla Szlachtiachyn (Block 24, Lot 25), said point also being the beginning point in a description of lands conveyed from Washington Hardware Company to Alan T. Typinski & Dennis Donahue, dated September 16, 1998, and recorded at the Warren County Clerk's Office in Book 1588 of Deeds on Page 17 and running thence,

1. along said Szlachtiachyn, north 11 degrees 03 minutes 40 seconds west 113.12 feet to an iron pin found; thence by the following three newly created lines,
2. north 09 degrees 41 minutes 25 seconds west 66.62 feet to a point; thence,
3. north 79 degrees 31 minutes 30 seconds east 53.69 feet to a point; thence,
4. south 09 degrees 38 minutes 22 seconds east 20.25 feet to a point in line of the eighth course in the aforementioned description to Typinski & Donahue; said point also in line of lands now or formerly of Borough of Washington (Block 24, Lot 23); thence,

This page was received in the Warren County Clerk's Office in a condition unsatisfactory for micro-film recording

5. along said Borough of Washington, south 80 degrees 01 minute 42 seconds west  
10.68 feet to a railroad spike found; thence,
6. still along said Borough of Washington, south 09 degrees 38 minutes 22 seconds  
east 159.85 feet to a point in the northerly road right-of-way line of New Jersey  
Route 57; thence,
7. along said road right-of-way line, south 79 degrees 52 minutes 39 seconds west  
40.14 feet to the place of beginning.


All bearings being referenced to deed north as in Deed Book 1588, Page 17, and the  
parcel containing a calculated area of 0.179 acre (7,784 s.f.) of land, more or less, as  
calculated by H. Clay McEldowney, P.E., L.S., New Jersey License No. 20891.

Subject to any rights as may have been granted any public utility.

Subject to any easements or restrictions either recorded or unrecorded.

Subject to the rights of others to use alley as mentioned in Deed Book 179 on Page 632;  
Deed Book 187, Page 26; Deed Book 187, page 34.

Being part of the same lands and premises conveyed from Washington Hardware  
Company to Alan T. Typinski & Dennis Donahue, dated September 16, 1998, and  
recorded at the Warren County Clerk's Office in Book 1588 of Deeds on Page 17

  
H. Clay McEldowney, P.E., L.S.  
New Jersey License No. 20891

JG:mnw:  
Checked By: PLM  
M:\wb\08593\B24L24remain.des

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County Clerk's Office in a condition  
unsatisfactory for micro-film recording



NC1645 - Affidavit of Consideration  
RTP-1 (Rev. 5/2004) PS94

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION

Printed by ALL-STATE LEGAL  
A Division of ALL-STATE Insurance, Inc.  
www.allstate.com 800.822.0670 Page 1

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968 as amended by c. 505, P.L. 1991 (N.J.S.A. 46:15-6 et seq.)

STATE OF NEW JERSEY

COUNTY OF WARREN

FOR RECORDER'S USE ONLY

Consideration \$ 1  
RTP paid by seller \$ 0  
Date 11/29/04 By CC

\* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #1, 2 and 5 attached)

Dependent, Alan Y. Lowcher, being duly sworn according to law upon his/her oath deposes and says

that he/she is the Legal Representative in a deed dated 10/20/04

transferring real property identified as Block No. 24 Lot No. 24  
located at 44 East Washington Avenue and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Dependent states that, with respect to deed hereto executed, the actual amount of money and the monetary value of any other thing of value constituting the entire consideration paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 1.00

(3) FULL EXEMPTION FROM FEE

Dependent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, as amended through c. 66, P.L. 2004 for the following reason(s). Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient. (a) for a consideration less than \$100.00

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Dependent claims that this deed transaction is exempt from the State portion of the Basic fee imposed by c. 175, P.L. 1975; c. 113, P.L. 2004; and c. 60, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN (See Instruction #8)

- ☐ Grantor(s) 62 years of age or over.\*  
☐ One- or two-family residential premises.  
☐ Resident of the State of New Jersey.

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ Owners as joint tenants must all qualify.

B. BLIND (See Instruction #8)

- ☐ Grantor(s) legally blind.\*  
☐ One- or two-family residential premises.  
☐ Owned and occupied by grantor(s) at time of sale.  
☐ Owners as joint tenants must all qualify.  
☐ Resident of the State of New Jersey.

DISABLED (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.\*  
☐ Receiving disability payments.\*  
☐ Not gainfully employed.\*  
☐ One- or two-family residential premises.  
☐ Owned and occupied by grantor(s) at time of sale.  
☐ Owners as joint tenants must all qualify.  
☐ Resident of the State of New Jersey.

\* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY

C. LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- ☐ Affordable According to HUD Standards.  
☐ Meets Income Requirements of Region.

- ☐ Reserved for Occupancy.  
☐ Subject to Rental Controls.

(5) NEW CONSTRUCTION (See Instruction #9) - Affidavit must be executed by Grantor

- ☐ Entirely new improvement.  
☐ Not previously used for any purpose.

- ☐ Not previously occupied.  
☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

Dependent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968, as amended through c. 66, P.L. 2004.

Subscribed and sworn to before me  
this 28th  
day of October, 2004

Marsha L. Banhart  
Notary Public

Alan Y. Lowcher  
Signature of Dependent  
10 Ryerson Road  
Washington, NJ 07882

Address of Dependent

44 E. Washington Associates, LLP

Name of Grantor

100 Valley Road  
Oxford, NJ 07863

Address of Grantor at Time of Sale

MARSHA L. BANHART  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES OCT. 15, 2007

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number 242427 County Warren  
Deed Number 1966 Book 176 Page 176  
Deed Dated 10/29/04 Date Recorded 11/29/04

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ATTACHED.  
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

GIT/REP-3  
(7-04)

State of New Jersey

**Seller's Residency Certification/Exemption**

(C.55, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION (If Multiple Sellers, Each Seller Must Complete a Certification):**Name(s) 44 East Washington Associates, LLPStreet Address: 100 Valley RoadCity, Town, Post Office OxfordState NJZip Code 07863

Home Phone \_\_\_\_\_

Business Phone \_\_\_\_\_

**PROPERTY INFORMATION (Brief Property Description):**Block(s) 24

Lot(s) \_\_\_\_\_

24

Qualifier \_\_\_\_\_

Street Address: 44 East Washington AvenueCity, Town, Post Office WashingtonState NJZip Code 07862

Seller's Percentage of Ownership \_\_\_\_\_

100

Consideration \_\_\_\_\_

\$1.00Closing Date 10/20/04**SELLER ASSURANCES (Check the Appropriate Box):**

1. ☐ I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☒ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.

**SELLER(S) DECLARATION:**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

10/22/04  
Date

Alan Y. Lowcher  
Signature Alan Y. Lowcher

(Seller) Please indicate if Power of Attorney or Attorney in Fact

\_\_\_\_\_  
Date

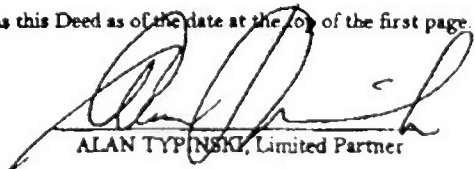
Signature 44 East Washington Associates, LLP

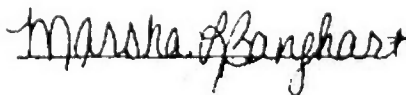
(Seller) Please indicate if Power of Attorney or Attorney in Fact


**PROMISES BY GRANTOR.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

**SIGNATURES.** The Grantor signs this Deed as of the date at the top of the first page.

Witnessed or Attested by:

  
ALAN TYPINSKI, Limited Partner



  
DENNIS DONAHUE, Limited Partner

STATE OF NEW JERSEY, COUNTY OF HUNTERDON  
I CERTIFY that on October 20, 2004

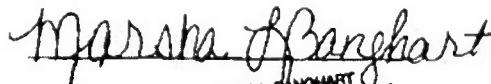
SS.:

44 EAST WASHINGTON ASSOCIATES, L.L.P., by Alan Typinski and Dennis Donahue

personally came before me and stated to my satisfaction, that this person (or if more than one, each person):

- a) was the maker of the attached deed;
- b) executed this deed as his or her own act; and,
- c) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title.

(Such consideration is defined in N.J.S.A. 46:15-5.)



MARSHA L. BANHART  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES OCT. 15, 2007

Doc #: 00242427  
Bk: 1966 Pg: 183

Recorded

Nov 29, 2004 12:29:20P

TERRANCE D LEE  
WARREN COUNTY CLERK  
BELVIDERE, NJ

DEED	DATE:
<p>↔ EAST WASHINGTON ASSOCIATES, LLP</p> <p>GRANTOR,</p> <p>TO</p> <p>↔ EAST WASHINGTON ASSOCIATES, LLP</p> <p>GRANTEE</p>	<p>Record &amp; Return:</p> <p>Alan Y. Loucher-Esq 19 Ryman Rd Washington NS 07882 100-</p>

Warren County  
Terrance D Lee  
County Clerk

Book: 1966 Page: 167

Document Number: 2004- 00242426 Document Type: Deed  
Recorded Date: 11/29/2004

Parties: 44 EAST WASHINGTON ASSOCIATES L L P  
44 EAST WASHINGTON ASSOCIATES L L P

Pages Charged: 8  
Pages Scanned: 9

Comment:

Recorded By: ALAN LOWCHER

**\*\* Examined and Charged as Follows \*\***

Deed	39.00
Coversheet	0.00
Preservation	45.00
Recording Fees Difference	26.00

Recording Fee: 110.00

	<u>Town</u>	<u>Serial #</u>	<u>Consideration</u>	<u>Tax Code</u>
Transfer Tax	0.00 WASHINGTON BORO		1.00	E
County Treasurer	0.00			
State Treasurer	0.00			
NPNRF	0.00			
Extraordinary Aid	0.00			
Public Health	0.00			
General Fund	0.00			
Tax Fee:	0.00			

**\*\* This Page is Part of the Document \*\***

I hereby certify that the within and foregoing was recorded in the Clerk's Office for:

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Receipt Number: 11831

**Mail Back**  
ALAN LOWCHER  
19 RYMON RD

WASHINGTON NJ 07862-

covenant and grant to and with the said party of the second part His heirs and assigns, that they and the said Lewis A. Fisher, and Margaret S. his wife are the true, lawful and right owners of all and singular yns above described land and premises, and of every part And parcel thereof, withthe appurtenances therunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made, or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever:

AND ALSO, that the said party of the first part now have good right, full power and lawful authority to grant bargain, sell and convey the said land and premises in manner aforesaid AND ALSO, that they the said Lewis A. Fisher and Margaret S. his wife will WARRANT, secure and forever defend the said land and premises unto the said Joel E. Davis, His heirs and assigns forever, against the lawful claims and demands of all and every person and persons, freely and clearly freed and discharged of and from all manner of encumbrances whatsoever.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed Sealed and Delivered }  
in the presence of  
O. D. Mc CONNEL.

Lewis A. Fisher (REAL)  
Margaret A. Fisher (SEAL)

STATE OF NEW JERSEY }  
COUNTY OF WARREN

SS.

BE IT REMEMBERED, that on this fourteenth day of

November, in the year of our Lord One Thousand Nine Hundred and Five before me, a Master in Chancery of New Jersey, personally appeared Lewis A. Fisher and Margaret S. Fisher his wife who, are satisfied are the grant ors mentioned in the within Indenture, and to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed: And the said Margaret S. Fisher being by me privately examined, separate and apart from her husband acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, FREELY without any fear threats or compulsion of her said husband.

Received and Recorded 5 P.M.  
November 17th. A. D. 1905

O. D. Mc Connel  
Master in Chancery of New Jersey.

*Charles Stragland, Clerk*

CHARLES S. AMERMAN & WIFE  
T O  
CHARLES OYPHERS

THIS INDENTURE, made the First day of November in the year of Our Lord One Thousand Nine Hundred and five BETWEEN Charles S. Amerman and Hallie T. his wife of the Borough of Washington in the County of Warren and State of New Jersey of the First Part: AND Charles Oypfers of the Borough of Washington in the County of Warren and State of New Jersey of the Second Part:

WITNESSETH, That the said party of the first part, for and in consideration of Three Hundred Dollars lawful money of the United States of America, to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof they hereby acknowledged, and the said party of the first part therewith fully satisfied, contented

DB179-632

R. 11-18-1905

and paid, have given, granted, bargained, sold aliened, released, unfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, chfeoff, convey and confirm, to the said party of the second part, and to his heirs and assigns forever, ALL that certain lot tract or parcel of land and premises, hereinafter particularly described situate, lying, and being in the Borough of Washington in the County of Warren and State of New Jersey, Bounded and described as follows:

Beginning at an iron pin for a corner in the north west corner of lot sold Geo. W. Beers and corner of said Beers lot, and runs from thence (1) north eighty twodegress west seventeen and eight tenths feet to an iron pin for a corner, in Groff's line, thence (2) south nine one quarter degrees west fifty nine & five tenths feet along Groff's and Cyphers' line to an iron pin for a corner in rear of Cyphers' store building, thence (3) South eighty twodegress east six feet & along Cypher's line to an iron pin for a corner in line of Beer's lot, thence (4) North Eight degreess east fifty eight feet along Beer's line to the place of beginning, Containing eleven thousandths of an acre be the same more or less. Lot of land this day conveyed to Charles Cyphers, and the party of the second part is to have a right of way of ingress and egress through the alley way or lane along west side of the Amerman building but for so long a time only as the said alley way or lane shall be used as an alley way by the party of the first part his heirs or assigns & no longer.

And the said party of the second part further covenants and agrees not to build or erect on the lot above conveyed, any out buildings, barn or stable within twenty feet of the rear line of said lot.

ROBERTHER withhall and singular, the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining: ALSO all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenance unto the said party of the second part his heirs and assigns to the only proper use, benefit and behoof of the said party of the second part his heirs and assigns forever; and the said Charles S. Amerman doth for himself, his heirs, executor s and administrators covenant and grant to and with the said party of the second part his heirs and assigns, that he the said Charles S. Amerman, is the true lawful and right owner of all and singular the above described land and promises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever:

AND ALSO, that the said party of the first part now have good right, full power and lawful authority to grant, bargain, sell and convey the said land and premises in manner aforesaid AND ALSO, that he the said Charles S. Amerman will

WARRANT, secure, and forever defend the said land and premises unto the said Charles Cyphers, his heirs and assigns forever, against the lawful claims and demands of all and every person or persons freely and clearly freed and discharged of and from all manner of encumbrances whatsoever.

IN WITNESS WHEREOF the said party of the first part have hereunto set their hands and seals the day and year first above written:



# Washington Borough

## *Business Improvement District*

June 25, 2010

SUBJECT: Environmental Hazards 44 East Washington Ave.

Dear Trustees,

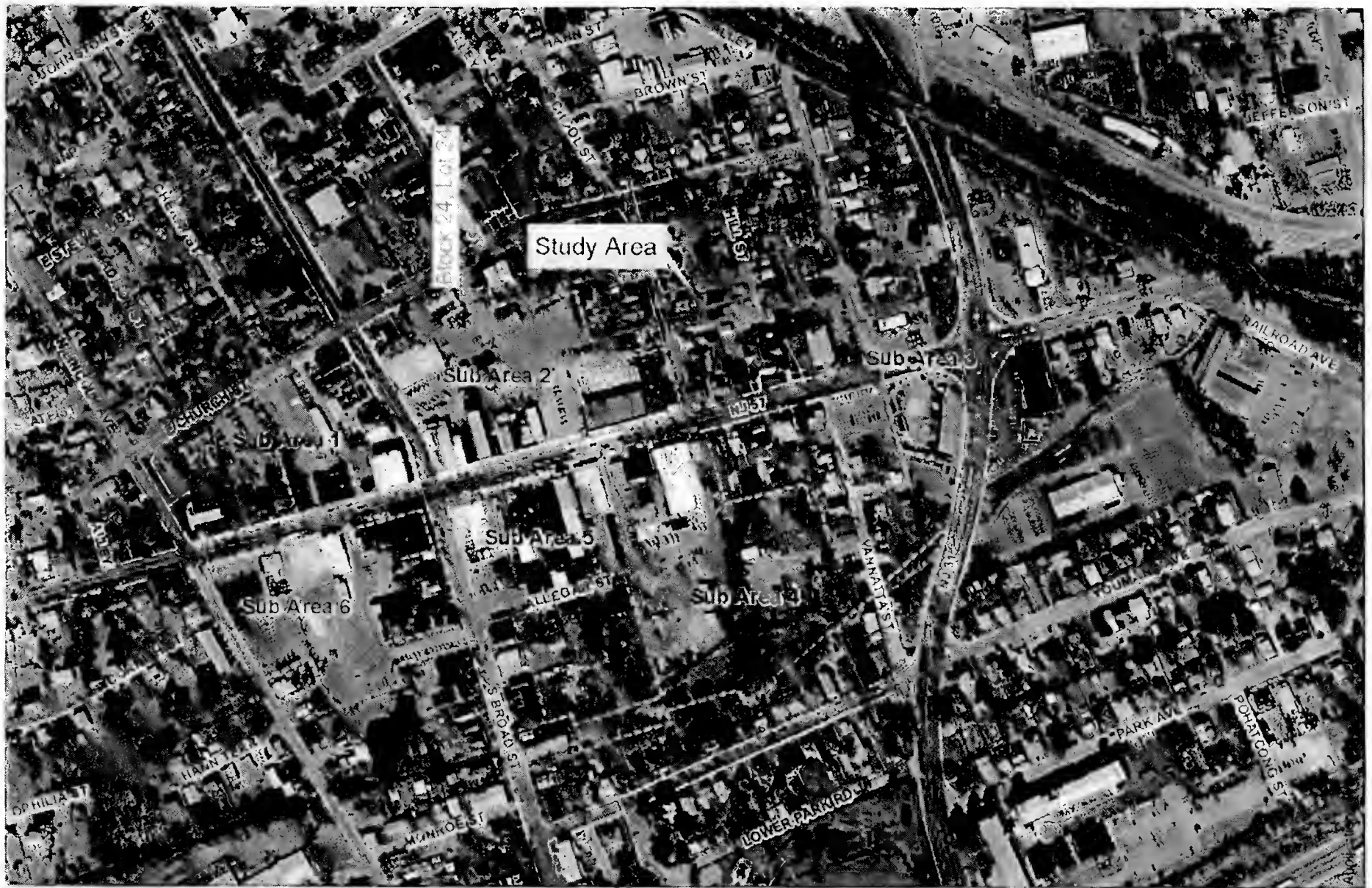
As part of due diligence in the acquisition of the pocket park property, the Washington Business Improvement District (hereafter referred to as the WBID) contracted with Windward Environmental Solutions to conduct a Limited Site Investigation. Based on the findings, Sovereign Consulting Inc., a Licensed Site Remediation Professional (LSRP) was contracted to perform a Phase 1 Environmental Site Assessment. Copies of both reports have been provided. Based on the findings presented in the limited SIR, fill material was identified within the footprint of the former building. Analysis of soil samples collected from the fill material has identified Trichloroethene (TCE), metals and Polycyclic Aromatic Hydrocarbons (PAHs) in onsite soils in exceedance of the default NJDEP Impact to Groundwater Soil Screening Levels (default IGWSSL). In light of the soil impacts identified during the limited SI at the site, site remediation in accordance with the Site Remediation Reform Act (SRRA) and the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS) will be required. This work will be conducted under the supervision of a Licensed Site Remediation Professional (LSRP) and in accordance with the NJDEP *Technical Requirements for Site Remediation* (Tech Regs).

As further assessment and also remediation measures are required; the WBID met with the Director of NJ State DEP in Trenton on June 17, 2010. We are in the process of filing an application for a Hazardous Discharge Site Remediation Grant to address all findings. Much of the remediation will be performed as *part* of the Park Construction, as was the case with our recent construction and execution of a Remedial Action Work Plan at the adjoining Parking Lot. To illustrate; removal of the top few feet of topsoil would be part of the grading process. Installation of an impervious surface would be part of the landscaping/paver installation. As we have demonstrated the ability and wherewithal to execute a Capital Construction Project as well as a Remedial Action Work Plan, we respectfully request consideration to our application with Environmental Remediation as a condition listed in the Terms and Agreement of the Grant.

Sincerely,

Sandi Cerami  
Executive Director





Map created by NJDEP and New Jersey Highlands Council, Washington Borough

## REDEVELOPMENT AREA MAP (MAP 1)

Downtown Redevelopment Plan

Borough of Washington Warren County, NJ



1 inch equals 100 feet

0 100 200 feet

Prepared by:



MCCTC 10/01

44 East Washington Avenue, Washington Borough, facing north



44 East Washington Avenue, Washington Borough, facing south



*PROCLAMATION  
OF THE  
BOROUGH OF WASHINGTON*

**WHEREAS**, Andrew Turner has been a member of the Washington Borough Council since 2005; and

**WHEREAS**, Andrew Turner also served on various committees within the Borough and served with dedication and commitment; and

**WHEREAS**, Andrew Turner will be remembered by his colleagues for his eagerness to help others, commitment to local government and dedication to the community of the Borough of Washington; and

**WHEREAS**, Andrew Turner has performed his duties on the Council as a hardworking member who only sought after the best interest for the Community of the Borough of Washington; and

**WHEREAS**, the Mayor and Council, of the Borough of Washington, desire to express the appreciation of the entire community to Andrew Turner for his dedicated years of service to the Borough of Washington.

**NOW, THEREFORE, BE IT PROCLAIMED** by Scott McDonald, Mayor of the Borough of Washington, in the County of Warren, State of New Jersey, that the heartfelt appreciation of the Mayor and Council of the Borough of Washington and all its inhabitants are hereby expressed for the many years of public service performed by Andrew Turner.

**BE IT FURTHER PROCLAIMED** that this Proclamation be duly embossed, signed by the Mayor, publicly presented to Andrew Turner on October 6, 2009, and forever recorded in the official records of the Borough of Washington, as an everlasting tribute to Andrew Turner by an appreciative and thankful community.

**AUDIENCE:**

Sandy Cerami, Executive Director Business Improvement District  
Monica Hamberger – Vice President Business Improvement District

Ms. Cerami stated that the BID's construction project is going smoothly and is nearing completion. She stated that there is good news regarding the project. It is estimated to come in at \$100,000 under budget. The BID would like to use the excess funds to

purchase 44 East Washington Avenue for additional parking spaces and the development of a pocket park as proposed in the redevelopment plan. Ms. Cerami stated the proposed addition of 44 East Washington Avenue could be included in the current agreement and maintenance agreement.

Ms. Hamberger explained to the Mayor and Council that within the redevelopment plan there was a pocket park included in the designs. This would be a wonderful addition to the downtown area and will attract potential business, stimulate more foot traffic in the area, and would be a wonderful venue to hold seasonal attractions and/or entertainment. There is already a potential business owner interested in opening a bookstore with a coffee shop overlooking the park. The BID was able to obtain the help of an architecture firm to outline some potential designs for the pocket park free of charge.

Ms. Hamberger explained that the land purchase by the BID would be completed with the excess funds available from the construction project. The financing is already in place with Skylands Bank and the USDA. The BID is now asking for the Governing Body's approval to include this lot in the parking lot agreement and financing agreement. This is an excellent opportunity to purchase this lot for \$100,000 that may not present itself again.

Councilman Cioni stated that he thinks it's a great idea however the timing is bad. The Borough is in no position to undertake additional debt at this time. Mr. Fliegauff stated that this is folded into the debt that the Borough will already incur for the parking lot in five years. He also explained that the BID Board of Directors is solidly behind this project and this opportunity will be missed if the property enters into the hands of the owners estate. The BID has done a lot of work to get the asking price of this property down to \$100,000.00. Mayor McDonald commented that the Borough missed its first opportunity to purchase this property; this is a second chance.

Audience member Marianne Van Deursen stated that the Borough has already committed to the \$490,000. The BID has done a fantastic job and brought the parking lot project under the original estimated cost. Look at where we are right now with the downtown as compared to ten years ago. She stated that if Council loses this opportunity it will be a real shame. Audience member Heather Oakley agreed with Ms. Van Deursen and stated the Borough has the money; it's already there. The Borough may never get this chance again. Right now the property is doing nothing for us.

Councilman Cioni asked who will be responsible for the soft costs associated with the purchase; closings, amendment to the agreement, etc. Councilman Cioni also asked who is going to pay for the improvements to the lot once it is purchased. Sandy Cerami stated the bid will pay for the improvements to the lot out of BID money. The BID will raise the funds to improve the lot. Councilman Higgins asked if the BID will absorb the soft costs? Mr. Fliegauff stated the BID would absorb the soft costs if we have influence on how it is done. It was stated at this time that a park committee should be formed.

Motion made by Councilman Higgins to approve the purchase by the BID of the hardware store lot 44 East Washington Avenue, in the amount of \$100,000 and authorizing the professionals to prepare such documents as required. The authority to purchase the lot is subject to the agreements. Motion seconded by Councilman Boyle.

Roll Call: Higgins, Boyle, Gleba, McDonald, Valentine - Yes  
Cioni, Housel - No

#### **Dave Hackney 11 N Prospect Street**

Mr. Hackney stated he is before Council requesting that a non-profit organization be allowed to operate a hot dog stand at Vara Field on Saturdays. He stated that he was told by the Borough Manager that because it was a Green Acres location that it is not allowed and would be subject to open bidding. Mr. Hackney stated that they are only trying to raise money for their children's sports teams and the hot dog stand is not a permanent structure. Manager Phelan stated that any concession stand on Green Acres property has to go out to bid. Councilman Boyle noted that the swim team does not have a concession stand at the Borough park/pool. Councilman Housel asked if he is a veteran. Mr. Hackney stated yes, the gentleman running the hot dog stand is a veteran. Councilman Housel suggested putting the hot dog stand on the sidewalk as that eliminates the problem. Mr. Hackney thanked Council and said that they will operate the hot dog cart on the sidewalk.

#### **Chris Woykowski - 24 South Prospect Street**

Ms. Woykowski stated that she had sent an email to the Mayor and Council this morning. She would like a date as to when the reports on the website will be updated. She stated that in her email she also mentioned an error in the pie chart reflecting the breakdown of property taxes as it relates to the BID. Manager Phelan stated that the pie charts have been changed and an additional chart was created to reflect the taxation on the BID properties. Ms. Woykowski asked if she could see the excel spreadsheet that was used in generating the pie charts. Manager Phelan told Ms. Woykowski to stop in to his office and he will provide them to her.

### **ORDINANCES**

**Ordinance 13-2009 AN ORDINANCE FIXING THE SALARY OF AND WAGES OF CERTAIN MUNICIPAL OFFICIALS AND REPEALING PORTIONS OF PRIOR INCONSISTENT SALARY AND WAGE ORDINANCES FOR THE YEARS BEGINNING JANUARY 1 2009 (Introduction)**

Mayor McDonald entertained a motion to introduce Ordinance #13-2009.

Warren County Department of Land Preservation  
500 Mt. Pisgah Avenue, P. O. Box 179  
Oxford, New Jersey 07863  
(908) 453-2650

GRANT AGREEMENT FOR ACQUISITION

BETWEEN

THE COUNTY OF WARREN

AND

DATE OF FREEHOLDER BOARD APPROVAL: \_\_\_\_\_

GRANT AGREEMENT EXPIRATION DATE: \_\_\_\_\_



WARREN COUNTY

OPEN SPACE, RECREATION, AND FARMLAND AND HISTORIC PRESERVATION  
TRUST FUND

GRANT AGREEMENT

BETWEEN \_\_\_\_\_, having its offices at \_\_\_\_\_, hereinafter referred to as the "Grantee", and the Warren County Board of Chosen Freeholders, 165 County Road 519, Belvidere, NJ 07823-1949, hereinafter referred to as the "County"; and,

WITNESSETH:

WHEREAS, the Warren County Board of Chosen Freeholders created the Warren County Open Space, Recreation, and Farmland and Historic Preservation Trust Fund, hereinafter referred to as "Trust Fund", in accordance with P.L. 1997 C. 24 (C40:12-15.1 et seq.); and,

WHEREAS, "Grantee" has made the application to the County for financial assistance in fiscal year 200\_ under the Trust Fund; and,

WHEREAS, "Grantee" has submitted an application in accordance with the rules and regulations of the Trust Fund, and the Trust Fund Committee has reviewed said application and found it to be in conformance with the scope and the mission of the Trust Fund and recommended to the Warren County Board of Chosen Freeholders that the project be awarded funding; and,

WHEREAS, the Warren County Board of Chosen Freeholders confirmed the findings of the Trust Fund Committee and approved the project titled \_\_\_\_\_ hereinafter referred to as "Approved Project", for funding; and,

WHEREAS, the "Grantee" has agreed to hold and use the premises of the Approved Project in compliance with the rules and regulations of the Trust Fund;

NOW, THEREFORE, in consideration of the award for funding, and in accordance with the application heretofore filed, and hereby incorporated into this Agreement as Schedule C, the County and the Grantee agree to perform in accordance with the terms and conditions set forth in this Grant Agreement, hereinafter referred to as "Agreement".

## APPROVED PROJECT DESCRIPTION AND BUDGET

GRANTEE:

PROJECT NUMBER:

TYPE OF PROJECT:

PROJECT TITLE:

PROJECT PERIOD: Grantee will have three (3) months from the date of Freeholder approval to execute and return this grant agreement. Failure to do so may risk cancellation of the Grant Agreement. Upon execution by both the applicant and the County of Warren, the applicant will have two (2) years to complete the project, during which time quarterly progress reports will be submitted to the Department of Land Preservation. If the applicant fails to complete the project within this time frame, the grant agreement shall be forfeited. Upon written request from the Applicant, the Warren County Board of Chosen Freeholders may extend this project for up to 12 months.

**Comment:** Who submits report?  
Borough or BID?

PROJECT SCOPE:

LOCATION:                      Block(s):                      Lot(s):                      Township

AMOUNT OF LAND TO BE ACQUIRED: acres

COUNTY COST SHARING:

Funds Directly From Grantee	\$
Donation Through Grantee	\$
Funds From Municipality	\$
<b>Local Share</b>	<b>\$</b>
Green Acres Grant	\$
Green Acres Loan	\$
Other State Funding	\$0
<b>State Share</b>	<b>\$0</b>
<b>County Grant (see Schedule B)</b>	<b>\$</b>
<b>Other (Seller Gifts, Donations, etc.)</b>	<b>\$0</b>
<b>TOTAL COST FOR APPROVED PROJECT</b>	<b>\$</b>



## GENERAL PROVISIONS

### 1. DEFINITIONS

- a) The term "Approved Project" the Acquisition in fee simple absolute or a lesser interest in real property by gift, purchase, devise or condemnation.
- b) The term "County" as used herein means the Warren County Board of Chosen Freeholders.
- c) The term "Grantee" in the case of a Charitable Conservancy means a corporation or trust exempt from federal income taxation under paragraph (3) of subsection (c) of section 501 of the federal Internal Revenue Code of 1986 (26 U.S.C.s.501 (c)(3)), whose purposes include (1) acquisition and preservation of lands in a natural, scenic, or open condition, or (2) historic preservation of historic properties, structures, facilities, sites, areas, or objects, or the acquisition of such properties, structures, facilities, sites, areas, or objects for historic preservation purposes. In the case of a Municipality the term means a town, township of borough in Warren County.
- d) The term "cost of acquisition" means the fair market value as determined by the appropriate number of certified appraisals of all lands to be acquired by the Grantee with the assistance of a grant pursuant to the Agreement. Costs also include the costs of the appraisals, survey, and preliminary site assessment that must be completed. Funds may only be used for acquisition costs of the Approved Project and will be reimbursed at time of closing.
- e) The term "commencement" as used herein means upon the full execution of this Agreement.

**Comment:** Who pays for appraisals? What is the "appropriate number"?

**Comment:** Costs are not listed in BID cost estimates provided.

**Comment:** This statement leads me to believe that this is a reimbursable grant.

### 2. RULES AND REGULATIONS

The Grantee is bound to adhere to the rules and regulations of the Trust Fund as set forth here in their entirety.

### 3. PROJECT ADMINISTRATION

- a) The Grantee hereby accepts primary responsibility for the administration and success of the Approved Project, including any subagreements made for accomplishing the objectives set forth in this Agreement.
- b) The Grantee agrees to secure funding in excess of the County share necessary for the completion of the Approved Project and to complete the Approved Project in accordance (1) with this Agreement, including all attached Schedules A through C; (2) with the rules and regulations of the Trust Fund; and (3) with the

**Comment:** Who is the Grantee? The Borough or BID?

application, estimates and maps submitted to the County and incorporated herein by reference.

- c) The Grantee agrees to provide to the County the descriptions required for Schedule A within 30 days after closing on the property.
- d) The Grantee shall submit the Preliminary Site Assessment and the required number of appraisals in accordance with the Green Acres or State Agriculture Development Committee regulations as the case may be to the County at least 30 days prior to closing. The County may require that corrective action be taken as a condition to the County awarding the funding.
- e) The Grantee shall submit all necessary documentation and any other information within the time frame and in the manner requested by the County.
- f) The Grantee shall comply with all State, Federal and local laws and regulations in performance of this Agreement. Failure to comply with such laws, rules, regulations or policies shall, after notices and reasonable opportunity to cure, be grounds for termination of this project.
- g) The Grantee, its contractors and subcontractors shall provide County personnel and any authorized representatives of the County reasonable access to all facilities, premises and records related to the Approved Project. The Grantee shall submit to the County any documents and information requested by the County relating to the Approved Project.
- h) If the Grantee fails to complete the Approved Project within the time period set forth in this Agreement, or fails to comply with the time period set forth in any other project contract, which is the subject of State assistance, then and in that event, County shall have the right in its sole discretion, to withhold any funds that are or may become payable to the Grantee in accordance with this Agreement.
- i) The Grantee agrees that any Trust Fund funds received from the County shall be used only for the purposes described in this Agreement. The Grantee further agrees that if it uses Trust Fund funds for any purposes other than those specified and approved in this Agreement, the County may recover all such funds with interest.
- j) Upon completion of the project, the Grantee will erect and maintain one or more permanent signs of a standard style, approved by the County, in a publicly visible location at the project which contains the words, "The Warren County Open Space, Recreational, and Farmland and Historic Trust Fund provided funds for this project."

**Comment:** What does GA or SADC have to do with this if this is a County Grant? There may be unknown, additional requirements not listed in this agreement.

**Comment:** Reference to GA & SADC were previously made. What about their signage requirements?

- k) The Grantee shall make provisions for the maintenance, protection, preservation and police protection as may be required of all lands and improvements described in Schedule A.
- l) The act codified as N.J.S.A. 40A:9-22-1 et seq. (the "New Jersey Local Governments Ethics Law") is by this reference incorporated as part of this Agreement.

4. PROJECT COSTS

- a) Project costs eligible for Trust Fund assistance shall not exceed the costs of the Approved Project.
- b) The Grantee shall provide cost documentation certifying that the eligible project costs have been incurred. This certification shall be completed in a manner satisfactory to the County.
- c) Grant payment will be disbursed as payment at the time of closing. Funding will be disbursed for costs allocated on Schedule B, provided that such costs itemized on Schedule B were actually expended on the project.

**Comment:** Again, this appears to be a reimbursable grant.

5. FINANCIAL RECORDS AND AUDITING REQUIREMENTS

- a) The Grantee's financial management system shall provide for the following:
  - 1) Accurate, current and complete disclosure of the financial results of this Agreement and any other agreement, contract, grant, program or other activity administered by the Grantee;
  - 2) Records adequately identifying the source and application of all Grantee funds and all funds administered by the Grantee. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
  - 3) Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
  - 4) Comparison of actual outlays with budgeted amounts for this Agreement and for any other agreement, contract, grant, program or other activity administered by the Grantee;
  - 5) Accounting records supported by source documentation;

- b) The County, or its duly authorized representative(s), shall have access to all records, books, documents and papers pertaining to this Agreement and/or the Approved Project for audit, examination, excerpt and transcript purposes. Obtaining information shall be made practicable for the County. Such access shall apply during performance of the Approved Project and for three years after the latter date of either final payment or audit resolution.

**Comment:** Resolution by whom?  
What requirements?

All records shall be maintained accordingly.

The Grantee shall cite this provision in all project-related contracts.

- c) Audit reports must address the Conservancy's compliance with the material terms and conditions of this Agreement and applicable laws/regulations. The Grantee shall conduct annual audits in conformance with generally accepted accounting principles.
- d) Audit reports must contain an itemized schedule of the Grantee's County grant which identifies: grantor agency, program title, County account number, program amount, total disbursement.
- e) The Grantee's account will be adjusted, if necessary, upon the County's review of the annual audit reports.

#### 6. LAND USE RESTRICTIONS

- a) In order to qualify to receive monies from a county trust fund pursuant to this section, the board of directors, board of trustees, or other governing body, as appropriate, of any applicant shall:
- (i) demonstrate to the governing body of the county that it qualifies as an eligible applicant;
  - (ii) agree to use the monies only in connection with projects located in the county and for the purposes authorized by this act;
  - (iii) agree to make and keep the projects accessible to the public, unless the governing body of the county determines that public accessibility would be detrimental to the site or to any natural or historic resources associated therewith;
  - (iv) agree not to sell, lease, exchange, transfer, or donate the site for which the monies received were allocated for use pursuant to this section, except upon approval of the governing body of the county under such conditions as the governing body may establish; and
  - (v) agree to execute and donate to the county at no charge (a) a conservation restriction or historic preservation restriction, as the case may be, pursuant to P.L. 1979, c. 378 (C.12:8B-1 et seq.) or (b) a development easement, as

defined pursuant to section 3 of P.L. 198, c.32 (C.4:1C-13), as appropriate, on the lands for which the monies received were allocated for use pursuant to this section.

7. RELEASE AND INDEMNIFICATION

- a) The Grantee shall defend, indemnify, protect and save harmless the Trust Fund and the County, its agents, servants and employees from and against all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of any negligent act of the Grantee, its agents, servants, employees and subcontractors in the performance of this Agreement. The Grantee shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim incurred in connection therewith. If any judgment shall be rendered against the Trust Fund or the County for which indemnification is provided under this paragraph, the Grantee shall, at its own expense, satisfy and discharge the same.
- b) The Grantee shall, within 30 days after a claim has been made against it, give written notice thereof to the County along with full and complete particulars of the claim. If suit is brought against the County or any of their agents, servants or employees, for which indemnification is provided under this paragraph, the County shall expeditiously forward to the Grantee every demand, complaint, summons, pleading, or other process received.

8. PROJECT TERMINATION

- a) The Grantee may not terminate, modify or rescind this Agreement without the express written approval of the County. Any attempt by the Grantee to terminate, modify or rescind this Agreement after commencement without the express written approval of the County shall constitute a material breach and subject the Grantee to any and all appropriate remedies at law.
- b) County may terminate this Agreement in whole or in part at any time for good cause. The term "good cause" shall include, but not be limited to, failure to comply with the terms and conditions of this Agreement or the rules and regulations of the Trust Fund.

9. REMEDIES

- a) In addition to any other rights and remedies available to the County pursuant to, law, in the event of failure to comply with this Agreement and/or with the rules and regulations of the Trust Fund, the County may take any of the following actions or combinations thereof:
  - (i) Issue a Notice of Noncompliance
  - (ii) Withhold County funds

- (iii) Order suspension of project work
- (iv) Terminate or annul this Agreement

- b) No remedy herein conferred or reserved by the County is intended to be exclusive of any other available remedy or remedies, but each and every other remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement now or hereafter existing at law or in equity by statute. No delay or omission to exercise any right or power accruing upon failure of compliance with this Agreement shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as deemed expedient. In order to entitle the County to exercise any remedy reserved to it in this Section, it shall not be necessary to give notice other than such notice as may be provided by this Section.
- c) In addition to the above remedies, if a Grantee commits a breach, or threatens to commit a breach, of this Agreement, the County shall have the right and remedy, without posting bond or other security, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the County and that money damages will not provide an adequate remedy therefor.
- d) The County shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to Grantee if any event or failure of compliance shall occur hereunder.

10. MISCELLANEOUS

- a) This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the parties with respect of the subject matter thereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.
- b) Modifications or waivers of provisions of this Agreement, the Approved Project must be in writing and submitted to the County for prior approval.
- c) In the event of any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.
- d) In the event that any provision of this Agreement should be breached by the Grantee and thereafter waived by the County, such waiver shall be limited to the particular breach so waived by the County and shall not be deemed to waive any other breach by the Grantee.

- e) This Agreement shall inure to the benefit of and be binding upon the heirs, successors and administrators of the Grantee, but no part hereof shall be assigned without the prior written consent of the County.
- f) This Agreement shall be construed and enforced under the laws of the State of New Jersey.
- g) In the event of litigation, the Grantee waives whatever right it may have to trial by jury.
- h) Other Conditions:

Prior to the award of this grant, the Grantee shall have presented a maintenance plan for the site and improvement on the site being acquired or preserved. Failure to maintain the property according to the plan submitted may result in the remedies described in 9(a) of this Agreement.

**Comment:** What are the requirements of the "maintenance plan?"

By signature below, the Grantee and the County shall execute this Agreement and confirm that they are mutually bound by all provisions contained in its General Provisions and the attached Schedules A through C.

WARREN COUNTY BOARD  
OF CHOSEN FREEHOLDERS

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Freeholder Director

\_\_\_\_\_  
Clerk

By:

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary



## ATTACHMENTS

The following are fully incorporated into this Agreement:

Schedule A: Metes and bounds description of the lands acquired including a list of blocks, lots, and acres actually acquired.

**Comment:** Is there a survey done that meets the County's requirements? If not, who pays for?

Schedule B: Approved estimate project budget and description.

Schedule C: Project application made to Trust Fund.

**SCHEDULE A**

**Metes and Bounds Description  
(to be provided upon  
property acquisition)**

**SCHEDULE B**

**Approved Project Description  
and Estimated Budget**

## SCHEDULE B

### APPROVED PROJECT DESCRIPTION AND ESTIMATED BUDGET

PROJECT NUMBER:

GRANTEE:

PROJECT NAME:

**BLOCK(S) AND LOT(S)  
OF PROJECT**

ESTIMATED  
SQ. FEET

ESTIMATED  
COST

B: L: \$

STATE SHARE:

GREEN ACRES GRANT \$

GREEN ACRES LOAN \$

OTHER (Specify): \$

LOCAL SHARE:

FUNDS DIRECTLY FROM GRANTEE: \$

DONATION THROUGH GRANTEE: \$

OTHER (Seller gifts, donations, etc.): \$

WARREN COUNTY OPEN SPACE,  
RECREATIONAL, AND FARMLAND AND HISTORIC  
PRESERVATION TRUST FUND GRANT

Note: The estimated cost in this budget sheet includes cost of land acquisition based upon the information received from the Grantee. Actual grant award may vary depending upon formal independent appraisals and fair market value. Grant amounts will not be increased unless agreed upon through a formal amendment process. In instances where the approved amount is greater than the actual expenditures incurred by the Grantee, the grant will be adjusted by the County in order to reflect actual expenditures.

**SCHEDULE C**

**Project Application made  
To Trust Fund**



# Washington Borough *Business Improvement District*

Honorable Mayor and Council:

The Washington Business Improvement District requests a change to the hours for all municipal parking lots in Washington Borough to be uniform and consistent with the permitted parking hours for on street parking.

Current Parking Lot hours are 8 am to 8 pm, permit required for overnight parking.

Current street parking space hours are 6 am to 3 am,

**Proposed Parking Lot hours: 6:00 am to 3:00 am, permit required for overnight parking.**

Consistency of parking hours will eliminate confusion.

Consistency of parking hours will provide one consistent time frame for Police Department enforcement.

Increased Parking Lot hours will provide added convenience for customers, residents, current businesses and projected future businesses.

On Behalf of the Board of Directors,

Sandi Cerami, Executive Director  
Washington Business Improvement District  
21 Belvidere Avenue  
Washington, N.J. 07882  
e-mail: [sandi@washingtonbid.org](mailto:sandi@washingtonbid.org)  
Phone: (908) 689-4800  
Fax: (908) 689-8444  
Cell: (908) 892-1879

## **ORDINANCE # 9-2008**

### **AN ORDINANCE AMENDING CHAPTER 85 TO ESTABLISH FEES FOR OVERNIGHT ON-STREET PARKING, AMENDING FEES FOR OFF-STREET PARKING AND AMENDING PARKING DURING SNOW EMERGENCIES**

**WHEREAS**, the Mayor and council believe it is beneficial for the municipality to encourage parking in Municipal Parking Lots during day time hours; and

**WHEREAS**, it is beneficial to the community to discourage overnight parking on the Borough streets and to provide faster emergency response and to provide for more efficient snow removal.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Washington, in the County of Warren and State of New Jersey, that Chapter 85 entitled "Vehicles and Traffic" of the Code of the Borough of Washington be amended as follows:

**Section 1.** Sections 39 and 42 of Chapter 85 shall be deleted in their entirety. Section 40 of Chapter 85 is hereby replaced in its entirety as follows:

§85-40. Parking restrictions during snow removal periods.

Whenever snow has fallen and the accumulation is such that it covers the street or highway where the Road Department has to plow, no parking will be allowed on any street, road, alley or thoroughfare within the Borough of Washington until such time as said street, road, alley or thoroughfare has been cleared and snow has stopped falling.

**Section 2.** Subsection B. of Section 41 entitled "Removal and impoundment of vehicles" of Chapter 85 is hereby amended to remove the phrase "after a two-hour period after the declaration of a snow emergency" and replace it with the phrase "after snow has fallen and the accumulation is such that it covers the street or alley."

**Section 3.** Section 59 entitled "Names and locations of lots; hours; charges" of Article XIV entitled "Municipal Parking Lots" of Chapter 85 is hereby amended as follows:

A. Subsection A is amended to remove "Commission sponsored" and to insert "Department approved".

B. Subsections , B, C, D, E, G, H, I, J are hereby deleted in their entirety.

C. A new subsection B. is hereby created as follows:

B. Borough Hall Parking Lots. Parking is permitted in parking lots adjacent to the municipal building for Borough Hall business and for business at Taylor Street School. Overnight parking is prohibited from 3:00 a.m. to 6:00 a.m. except for borough employees.

D. A new subsection C is hereby created as follows:

C. Other Lots. Parking is permitted by permit purchased from the Borough of Washington for overnight parking between the hours of 8:00 p.m. and 8:00 a.m. only in the following municipal parking lots:

1. Southern Plaza, located at the eastern end of Allegar Street.
2. Western Plaza, located on the eastern side of South Lincoln Avenue, south of West Washington Avenue.
3. South Central Plaza, located on the driveway between East Washington Avenue and Allegar Street.
4. East Church Street Plaza, located on the south side of East Church Street, west of 25 East Church Street.
5. Broad Street Plaza, located on the west side of Broad Street, south of the former Public Library building.
6. North Central Plaza, located at 46-52 East Washington Avenue

No permit is required to park in the above lots between the hours of 8 a.m. and 8 p.m.

**Section 4.** Section 70 of Article XIV entitled "Municipal Parking Lots" of Chapter 85 is replaced in its entirety as follows:

§85-70. Parking stickers for municipal lots.

Parking stickers in a form, shape and color to be designated by the Borough of Washington shall be available for purchase from the Borough Clerk for the sum of \$12 per month or \$144 for the entire year for overnight parking in municipal parking lots designated in Section 85-59 C. An overnight sticker for municipal lots shall be effective from 8:00 p.m. to 8:00 a.m. the following morning. Any vehicle parking in an area requiring stickers that does not have a sticker shall be towed away at the owner's expense and risk.

**Section 5.** Section 93 of Article XVII entitled "On-Street Overnight Parking Permits" of Chapter 85 is replaced in its entirety as follows:

§85-93. Fees.

Parking stickers in a form, shape and color to be designated by the Borough of Washington shall be available for purchase from the Borough Clerk for the sum of \$15 per month or \$180 for the entire year for overnight parking on municipal streets. An overnight sticker for on street parking shall be effective from 3:00 a.m. to 6:00 a.m.

**Section 6.** Section 24 entitled "Schedule II: No Parking Certain Hours" of Chapter 85 is amended so that the phrase under the heading "Name of Street" reads as follows: "All streets within borough limits unless pursuant to a valid permit as provided in §85-90 with the exception of the following streets:".



**Section 7.** Section 96 entitled "Parking during snow emergencies" of Chapter 85 is hereby deleted in its entirety and replaced by the following new section 96 as follows

§85-96. Parking when streets are snow-covered.

In the event the Borough suspends on-street parking during a snow storm pursuant to §85-40, permit holders must move their cars off the streets to permit snow removal. Failure to comply may result in a fine or towing of the vehicle, or both, without regard to whether the vehicle displayed a valid on-street parking permit.

**Section 8.** All ordinances or parts of ordinances or resolutions that are in conflict with the provisions of this Ordinance are repealed to the extent necessary.

**Section 9.** If any article, section, subsection, term or condition of this Ordinance is declared invalid or illegal for any reason, the balance of the Ordinance shall be deemed severable and shall remain in full force and effect.

**Section 10.** This Ordinance shall become effective on January 1, 2009.

Introduced September 2, 2008

Public Hearing and Final Adoption October 7, 2008

ATTEST:

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Marianne Van Deursen, Mayor

---

Kristine Blanchard, Clerk

Adopted:

## ORDINANCE 9-2010

### Chapter A96, CABLE TELEVISION FRANCHISE

#### GENERAL REFERENCES

Streets and sidewalks -- See Ch. 75.

#### § A96-1. Purpose.

The Borough hereby grants to Comcast of Northwest New Jersey, LLC., renewal of its nonexclusive municipal consent to place in, upon, across, above, over and under highways, streets, alleys, sidewalks, easements, public ways and public places in the Borough poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus and equipment as may be necessary for the construction, operation and maintenance in the Borough of a cable television and communications system.

#### § A96-2. Definitions.

For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms is supplemental to those definitions of the Federal Communications Commission (FCC) rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

ACT OR CABLE TELEVISION ACT -- Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. 48:5A-1 et seq.

BASIC CABLE SERVICE -- Any service tier which includes the retransmission of local television broadcast signals as defined by the FCC.

BOARD OR BPU -- The Board of Public Utilities, State of New Jersey.

COMPANY -- The grantee of rights under this ordinance and is known as "Comcast of Northwest New Jersey, LLC."

FCC -- The Federal Communications Commission.

MUNICIPALITY OR BOROUGH -- The Borough of Washington, County of Warren, State of New Jersey.

OFFICE OR OCTV -- The Office of Cable Television of the Board.

#### § A96-3. Statement of findings.

Public hearings conducted by the Borough concerning the renewal of municipal consent herein granted to the company were held after proper public notice pursuant to the terms and conditions of the Act and the regulations of the Board adopted pursuant thereto. Said hearings, having been fully open to the public, and the Borough, having received at said public hearings all comments regarding the qualifications of the

company to receive this renewal of municipal consent, the Borough hereby finds that the company possesses the necessary legal, technical, character, financial and other qualifications and that the company's operating and construction arrangements are adequate and feasible.

§ A96-4. Duration of franchise.

A. The nonexclusive municipal consent granted herein shall expire 15 years from the date of expiration of the previous certificate of approval issued by the Board.

B. In the event that the municipality shall find that the company has not substantially complied with the material terms and conditions of this ordinance, the municipality shall have the right to petition the OCTV for appropriate action, including modification and/or termination of the certificate of approval; provided, however, that the municipality shall first have given the company written notice of all alleged instances of noncompliance and an opportunity to cure same within 90 days of that notification.

§ A96-5. Franchise fee.

Pursuant to the terms and conditions of the Act, the company shall, during each year of operation under the consent granted herein, pay to the Borough 2% of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Borough or any higher amount required by the Act or otherwise allowable by law, whichever is greater.

§ A96-6. Franchise territory.

The consent granted under this ordinance to the renewal of the franchise shall apply to the entirety of the Borough and any property subsequently annexed hereto.

§ A96-7. Extension of service.

The Company shall be required to proffer service to any residence or business along any public right-of-way in the Primary Service Area, as set forth in the Company's Application. The Company's Line Extension Policy, as set forth in the Company's Application, shall govern any extension of plant beyond the Primary Service Area.

§ A96-8. Construction requirements.

A. Restoration. In the event that the company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the company shall, at its sole expense, restore and replace such places or things so disturbed in as good a condition as existed prior to the commencement of said work.

B. Relocation. If at any time during the period of this consent the municipality shall alter or change the grade of any street, alley or other way or place, the company, upon reasonable notice by the municipality, shall remove, relay or relocate its equipment at the expense of the company.

C. Temporary removal of cables. The company shall, upon request of the municipality at the company's expense, temporarily raise, lower, or remove its lines in order to facilitate the moving of buildings or machinery or in other like circumstances. Whenever the request is made by, for, or on behalf of private parties, the cost will be borne by those same parties.

D. Removal or trimming of trees. During the exercise of its rights and privileges under this franchise, the company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks or other public places of the municipality so as to prevent the branches of such trees from coming in contact with the wires and cable of the company. Such trimming shall be only to the extent necessary to maintain proper clearance of the company's wire and cables.

§ A96-9. Customer service.

In providing services to its customers, the company shall comply with N.J.A.C. 14:18-1 et seq. and all applicable state and federal statutes and regulations. The company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service and shall be prepared to report on it to the community upon written request of the Borough Manager or Clerk.

A. The company shall comply fully with all applicable state and federal statutes and regulations regarding credits for outages, the reporting of same to regulatory agencies and notification of same to customers.

B. The company shall comply fully with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.

C. The company shall use every effort to meet or exceed voluntary standards for telephone accessibility developed by the National Cable Television Association (NCTA). Those standards shall include, but not be limited to, the goal of answering 80% of incoming telephone calls within 30 seconds.

D. Nothing herein shall impair the right of any subscriber or the municipality to express any comment with respect to telephone accessibility to the complaint officer or impair the right of the complaint officer to take any action that is appropriate under law.

E. The company is permitted, but is not required to, charge a late fee consistent with applicable state and federal statutes and regulations.

§ A96-10. Municipal complaint officer.

The Office of Cable Television is hereby designated as the complaint officer for the municipality pursuant to N.J.S.A. 48:5A-26b. All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5. The municipality shall have the right to request copies of records and reports pertaining to complaints by Borough customers from the OCTV.

§ A96-11. Local office.

A. During the term of this franchise, and any renewal thereof, the company shall maintain a local business office or agent for the purpose of receiving, investigating and resolving all complaints regarding the quality of service, equipment malfunctions and similar matters. Such local business office shall be open during normal business hours and in no event less than 9:00 a.m. to 5:00 p.m., Monday through Friday. Telephone access and response for such purposes as mentioned herein will be provided by the company's employees, representatives or agents 24 hours per day.

B. The telephone number and address of the local office shall be listed in applicable telephone directories and in correspondence from the company to the customer. The telephone number for the local office shall utilize an exchange that is a non-toll call for Borough residents.

§ A96-12. Performance bonds.

During the life of the franchise, the company shall give to the municipality a bond in the amount of \$25,000. Such bond shall be to insure the faithful performance of all undertakings of the company as represented in its application for municipal consent incorporated herein.

A96-13. Subscriber rates.

The rates of the company shall be subject to regulation as permitted by federal and state law.

§ A96-14. Public, educational and governmental access.

A. The company shall continue to provide residents with system-wide public access opportunities on a channel maintained by the company. Qualified individuals and organizations may utilize public access for the purpose of cablecasting noncommercial access programming in conformance with the company's published public access rules.

B. The company shall continue to provide system-wide leased or commercial access channel opportunities on a channel maintained by the company for the purpose of cablecasting commercial access programming in conformance with the company's guideline and applicable state and federal statutes and regulations.

C. The company shall take any steps that are necessary to ensure that the signals originated on the access channels are carried without material degradation, and with a signal whose quality is equal to that of the other channels that the company transmits.

§ A96-15. Commitments by company.

A. Company representatives shall appear at least once annually, upon reasonable written request of the Borough, at a public hearing of the governing body or before the Borough's Cable Television Advisory Committee, to discuss matters pertaining to the provision of cable service to residents of the Borough and other related issues as the Borough and company may see fit.

B. The company shall continue to provide a free standard cable installation with free basic service to each current and future elementary, middle, and secondary school classroom in the Borough provided the school is within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials and equipment, plus labor basis by the school requesting service. Monthly service charges shall be waived on all additional outlets.

The company shall provide one free non-networked internet connection and service via high-speed cable modem to the public library and all elementary, middle, and secondary school libraries and computer labs, connections are to be accessible for student use and cannot be restricted to administrative use. All facilities must be located within 200 feet of active cable distribution plant.

C. The company shall provide one free standard installation with free basic service to the Municipal Building and each Fire Department, First Aid Squad, Library, Special Improvement District (S.I. D.) main office and Public Works building, as well as any other municipal owned building that is located in or may be constructed within the Borough throughout the duration of this agreement, provided that each facility is located within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials and equipment, plus labor basis by the Municipality. Monthly service charges shall be waived on all additional outlets.

D. Within 12 months of the issuance of a Certificate of Approval (COA) by the Office of Cable Television, the company shall provide to the municipality a one-time grant of \$25,000 for access support.

§ A96-16. Emergency uses.

A. The company shall be required to fully comply with all applicable federal and state statutes and regulations rules and regulations governing the implementation, operation and testing of the emergency alert system (EAS).

B. The company shall in no way be held liable for any injury suffered by the municipality or any other person, during an emergency, if for any reason the municipality is unable to make full use of the cable television system as contemplated herein.

§ A96-17. Liability insurance.

The company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of \$1,000,000 covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system and an excess liability (or "umbrella") policy in the amount of \$5,000,000.00

§ A96-18. Incorporation of application.

All of the commitments and statements contained in the application and any amendment thereto submitted in writing to the municipality by the company, except as modified herein, are binding upon the company as terms and conditions of this municipal consent. The application and any other relevant writings submitted by the company shall be considered a part of this ordinance and made a part hereof by reference as long as it does not conflict with state or federal law. All ordinances or parts of ordinances or other agreements between the Borough and the company that are in conflict with the provisions of this agreement are hereby declared invalid and superseded.

§ A96-19. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and its validity or unconstitutionality shall not affect the validity of the remaining portions of the ordinance.

§ A96-20. When effective.

This ordinance shall take effect immediately upon issuance of a renewal certificate of approval from the BPU.

**ORDINANCE 10-2010  
BOROUGH OF WASHINGTON  
AN ORDINANCE TO AMEND CHAPTER 94  
(ZONING AND LAND DEVELOPMENT OF THE BOROUGH OF WASHINGTON)**

**BE IT ORDAINED**, by the Borough Council of the Borough of Washington, in the County of Warren, and State of New Jersey, that Section 94-14 of Chapter 94 (Zoning and Land Development) of the Code of the Borough of Washington, be, and the same is hereby amended in its entirety as follows:

**Section 94-14.(Fees) A. Filing Fees.**

The applicant shall, at the time of filing an application for development or other relief, pay the following non-refundable fees to the Borough by certified check or bank money order (fees per lot shall be based on all lots in the subdivision, including any lot constituting so-called "remaining lands"):

Minor Subdivision	\$250.00
Major Subdivision	
Preliminary	
Fewer than 10 lots	\$700.00
More than 10 lots	\$1,000.00
Final	
Fewer than 10 lots	\$500.00
More than 10 lots	\$750.00
Request for Extension of Approval	\$100.00
Site Plans:	
Preliminary	\$350.00
Final	\$250.00
Request for Site Plan Waiver	\$50.00
Minor Site Plan	\$250.00
Concept Plan (per meeting)	\$250.00
Special Meetings	\$500.00
Variances	
Appeals (NJSA 40:55D-70a)	\$250.00
Interpretation (NJSA 40:55D-70b)	\$250.00
C Variance (NJSA 40:55D-70c)	\$250.00
D Variance (NJSA 40:55D-70d)	\$400.00
Permit (NJSA 40:55D-34 & 40:55D-35)	\$250.00

Certified List of Property Owners	\$ .25 per name or \$10.00, whichever is greater
Copies of Minutes, Transcripts or Resolutions	\$1.00 per page for first copy; \$.25 per page for each additional copy
Subdivision Approval Certificate (per certificate)	\$15.00
Lot Line Adjustment	\$200.00
Rezoning Application	\$500.00
Conditional Use Permit	\$250.00

## **Section B (Review Fees/Escrow Deposits).**

In addition to the fees set forth in Section A, an applicant shall, at the time of filing an application for development or other relief, pay the following refundable escrow fees to the Borough by certified check or bank money order to cover the cost of engineering, planning, inspection and legal services incurred by the Borough as a result of such applications:

Minor Subdivision	\$1,000.00
Major Subdivision	
Preliminary:	
Fewer than 10 lots	\$400.00 per lot
More than 10 lots	\$2,000.00 plus \$300.00 per lot
Final:	
Fewer than 10 lots	50% of preliminary review fee
More than 10 lots	50% of preliminary review fee
Request for Extension of Approval	\$500.00
Site Plans	
Preliminary	\$10.00 per 1,000 square feet of lot area plus \$50.00 per 1,000 square feet of building area and paved driveway/parking area
Final	50% of preliminary review fee
Request for Site Plan Waiver	\$500.00
Minor Site Plan	\$750.00
Concept Plan	\$1,000.00
Special Meetings	
Variances	
Appeals (NJSA 40:55D-70a)	\$500.00
Interpretation (NJSA 40:55D-70b)	\$250.00
Hardship (NJSA 40:55D-70c)	\$500.00
Use (NJSA 40:55D-70d)	\$1,500.00
Permit (NJSA 40:55D-34 & 40:55D-35)	\$1,000.00
Subdivision Approval Certificate	



(Per certificate)	\$50.00
On-site Inspections	5% of estimated costs of improvements; minimum of \$500.00
Lot Line Adjustment	\$500.00
Rezoning Application	\$2,000.00
Conditional Use Permit	\$750.00

### **Section C (Refunds and Additional Escrow Payments).**

If, at the completion and municipal approval and acceptance of all required improvements on a site plan or subdivision, the sum deposited with the Borough of Washington by the applicant pursuant to this Section to cover the cost of engineering, planning, inspection and legal services should exceed the expense actually incurred by the Borough for such services, the applicant, upon written request made within one (1) year following the date of such acceptance, shall be entitled to the return of the amount by which his deposit aforesaid exceeds such actual costs, without interest. Where the costs of engineering, planning, inspection and legal services exceed the sum deposited with the Borough, the applicant shall reimburse the Borough for such additional costs and shall maintain a positive balance in its escrow account.

### **D. Appeal to the Governing Body:**

Any Appeal to the Borough Council shall be accompanied by a \$250.00 fee, together with three (3) copies of the transcript(s) of the hearing(s) before the Board of Adjustment.

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**GEBHARDT  
& KIEFER**  
A PROFESSIONAL CORPORATION  

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L A W   O F F I C E S

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**MEMORANDUM**

To: Mayor and Council, Borough of Washington  
From: Lorraine C. Staples  
Date: July 16, 2010  
Subject: Procedure for authorizing either a binding or non-binding  
referendum regarding whether the Borough should continue to be  
responsible for garbage collection

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**BACKGROUND:** At the Borough Council meeting on Tuesday, July 6, the Borough Council requested information on the process for submitting to the voters, in either a binding or non-binding referendum, the question of whether the Borough should continue to be responsible for garbage collection or should instead require residents to arrange for garbage collection service directly with solid waste collectors.

**ISSUES:** (1) Are both forms of referendum, non-binding and binding, available in this situation? (2) What is the procedure for each? (3) What practical problems are presented by each type of referendum?

**CONCLUSIONS:** The Borough has the authority to conduct either a binding or non-binding referendum on the subject of garbage collection. In order to authorize a non-binding referendum, the Council must adopt an ordinance requesting the county clerk to put the proposition on the ballot for November's general election. The ordinance must include a description of the proposition to be used by the county clerk. A binding referendum is more complicated. It requires that the Council decide on the terms of an ordinance to be submitted to the voters. The ordinance would need to amend Chapter 47 of the Borough Code to delete the provisions requiring collection by the Borough and add sections requiring residents to arrange for solid waste disposal. Timing is tight for either type of referendum as each requires adoption of an ordinance, and there is a deadline for submitting ballot information to the county clerk. The ordinance authorizing a non-binding referendum by statute must be submitted to the county clerk a minimum of 74 days prior to the election or August 20. The ordinance authorizing a binding referendum, per the county clerk, must be submitted by August 24.<sup>1</sup> Care should be taken in developing the ordinance for a binding referendum as any ordinance approved by the voters through a referendum cannot be amended or repealed for three years following the date of adoption by the voters except by another referendum.

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<sup>1</sup> The County Clerk indicated that the county would accept for submission to the voters a non-binding referendum if it was submitted to her by August 24, however, it would be safer to observe the statutory requirement.

DISCUSSION: Any municipality in New Jersey may authorize a non-binding referendum on a question or policy on which the municipality has jurisdiction to act. *N.J.S.A. 19:36-1; Borough of Bogota v. Donovan*, 388 *N.J. Super* 248 (App.Div. 2006). In addition, Faulkner Act municipalities such as the Borough of Washington may submit an ordinance to the voters for a binding referendum. *N.J.S.A. 40:69A-184 et seq.* The New Jersey Supreme Court recently reaffirmed that the Faulkner Act referendum procedure is applicable to all ordinances unless excluded from the procedure by the State Legislature. *Petition for Referendum on City of Trenton Ordinance 09-02*, 201 *N.J.* 349 (2010). Thus, if the governing body wishes to ascertain the sentiment of the voters on the question of whether the Borough should continue to provide garbage collection as a municipal service, it may do so either by a non-binding or binding referendum.

A non-binding referendum is initiated by the adoption of an ordinance requesting the county clerk to include on the ballot for the next general election the proposition as concisely formulated in the ordinance. *N.J.S.A. 19:37-1*. The request must be filed with the county clerk not later than 74 days before the election. *Id.* A proposed form of ordinance requesting that a proposition regarding garbage collection be placed on the November ballot is attached.

A binding referendum is more involved. It requires the adoption of an ordinance that will be subject to a referendum. Therefore, the governing body must adopt an ordinance that (1) sets forth all the terms of the ordinance to be considered by the voters; (2) requests the county clerk to place the ordinance on the ballot; (3) provides the language for the question to be used on the ballot; and (4) provides the language for any interpretive statement to be included with the ballot question. The county clerk's deadline for including such a referendum on the ballot for this November's general election is August 24. If the ordinance is approved by the voters in November, it cannot be amended or repealed for three years following the date of adoption by the voters except by another referendum. *N.J.S.A. 40:69A-196*.

Because of the limitations on changing any ordinance approved through binding referendum, care should be taken in the drafting of the ordinance. In this case, the governing body has not yet had an opportunity to consider the exact changes that would need to be made in order to effect a shift in responsibility for garbage collection. A draft ordinance is attached for discussion that is illustrative of the changes that would need to be made. Note that if a municipality relies on individual private contracts for solid waste collection it must adopt a "proof of service" ordinance requiring residents and businesses to enter into such contracts or transport the solid waste to the solid waste collection facility used by the Borough. *N.J.S.A. 40:66-5.1*. However, as the governing body has not yet provided any input on these areas substantial revisions may be required. Given the short period of time available to work on the ordinance, the number of changes required to make the change, and the loss of flexibility to work out revisions that may be needed to the ordinance which result from a binding referendum, a non-binding referendum on this issue is recommended.

Timing for the adoption of either ordinance is tight. If an ordinance is introduced at the July 20 meeting, it can be advertised on July 29 and scheduled for a public hearing at the next regularly scheduled meeting on August 17. The ordinance will not be final until 20 days after adoption unless the council adopts a resolution by a two-thirds vote of all the members of the council pursuant to *N.J.S.A. 40:69A-181(b)* declaring an emergency.

BOROUGH OF WASHINGTON  
WARREN COUNTY, NEW JERSEY

ORDINANCE # 11 -2010

AN ORDINANCE AUTHORIZING A BINDING REFERENDUM ON WHETHER  
COLLECTION OF GARBAGE SHOULD REMAIN A MUNICIPAL SERVICE

**WHEREAS**, the Borough is authorized by *N.J.S.A.* 40A:69-185 to submit an ordinance to the voters in the municipality at a general election for approval or rejection as a binding referendum; and

**WHEREAS**, any ordinance so approved by the voters cannot be repealed or amended for three years except by a further referendum; and

**WHEREAS**, the Borough is considering abandoning the practice of collecting solid waste throughout the Borough as a government service paid for by tax dollars; and

**WHEREAS**, in that event individual residents and business owners would be responsible for either arranging and paying directly for solid waste collection or transporting any solid waste generated to an appropriate county or municipal facility; and

**WHEREAS**, the Mayor and Council believe that privatizing solid waste collection is desirable because it reduces the property tax burden on residents; and

**WHEREAS**, the Mayor and Council believe that there may be different points of view on the advisability of privatizing solid waste collection;

**WHEREAS**, the Mayor and Council believe it is appropriate for a majority of the legal voters of the Borough to decide whether such a change should be adopted;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Washington, County of Warren that:

1. A referendum is hereby authorized in the Borough of Washington on the following ordinance:

BOROUGH OF WASHINGTON  
WARREN COUNTY, NEW JERSEY

ORDINANCE # -10

AN ORDINANCE AMENDING CHAPTER 47 OF THE CODE OF  
THE BOROUGH OF WASHINGTON TO PROVIDE FOR THE  
PRIVATIZATION OF THE COLLECTION OF SOLID WASTE  
THROUGHOUT THE BOROUGH

**WHEREAS**, Chapter 47 of the Code of the Borough of Washington provides for collection of solid waste as a municipal service; and

**WHEREAS**, it is in the best interest of the residents of the Borough to provide that individual residents shall be responsible for either arranging and paying directly for solid waste collection or transporting any solid waste generated to an appropriate county or municipal facility;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Washington, County of Warren that Chapter 47 of the Code of the Borough of Washington entitled "Garbage, Rubbish and Refuse" is hereby amended as follows:

Section 1. Section 47-2 entitled "Definitions" is amended by deleting the definitions for "Garbage," "Refuse and Rubbish," and "Vegetative Wastes," and by adding the following definitions:

**CONTRACT**

Shall mean an arrangement for the provision of service on a regular basis. A contract does not have to be in writing unless state law requires it to be in writing.

**PROOF OF COLLECTION SERVICE**

Shall mean a written record, log, bill or document evidencing receipt of service for the collection of solid waste for the preceding month from a person lawfully engaging in private solid waste collection services within the Borough.

**REGULAR SOLID WASTE COLLECTION SERVICE**

Shall mean the scheduled pickup and removal of solid waste from residential, commercial or institutional premises located within the boundaries of the Borough at least once a week.

**RESPONSIBLE SOLID WASTE GENERATOR**

Shall mean any property owner, tenant or occupant of any single-family residential dwelling or multiple dwelling, or the owner of any commercial or institutional building or structure located within the boundaries of the Borough, who generates solid waste at those premises.

**SOLID WASTE**

Shall mean garbage, refuse and other discarded materials resulting from industrial, commercial and agricultural operations and from domestic and community activities, and shall include all other waste materials, including liquids, except for solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such wastes to swine on their own farms.

**SOLID WASTE COLLECTION**

Shall mean the activity related to pickup and transportation of solid waste from its source or location of generation to a solid waste facility or other destination.

**SOLID WASTE CONTAINER**

Shall mean a receptacle, container or bag suitable for containing solid waste.

## **SOLID WASTE DISPOSAL**

Shall mean the storage, treatment, processing or final disposal of solid waste.

## **SOLID WASTE FACILITIES**

Shall mean and include the plants, structures and other real and personal property acquired, constructed or operated or to be acquired, constructed or operated by any person pursuant to the provisions of any statute, including transfer stations, incinerators, resource recovery facilities, sanitary landfill facilities or other plants for the disposal of solid waste, and all vehicles, equipment and other real and personal property and rights therein and appurtenances necessary or useful and convenient for the collection or disposal of solid waste in a sanitary manner.

Section 2. Sections 47-3, through 47-6 are hereby deleted and replaced by the following sections:

### **§47-3 Contracts for Solid Waste Collection Required.**

A. Every responsible solid waste generator residing in a single-family residential housing within the Borough shall, if such generator has not already done so, enter into a contract for regular solid waste collection service with any person or entity lawfully providing private solid waste collection services within the Borough.

B. Every responsible solid waste generator residing in multifamily residential housing within the Borough shall, if such generator has not already done so, enter into a contract for regular solid waste collection service with any person lawfully providing private solid waste collection services within the Borough.

C. It shall be the responsibility of the owner of the multiple dwelling to provide a sufficient number of appropriate solid waste containers for the deposit of nonrecyclable waste materials to be disposed of as solid waste.

D. Every responsible solid waste generator that is the owner of a commercial or institutional building or structure located within the boundaries of the Borough shall, in those instances where regular solid waste collection services are not otherwise provided for, enter into a contract with any person lawfully providing private solid waste collection services within the Borough.

E. The provisions of Paragraphs A and B of this section, shall not apply to any responsible solid waste generator who transports the solid waste which is generated at such generator's residential premises directly to a solid waste facility used by the Borough for disposal, provided that the responsible solid waste generator comply with the provisions of Subsection 47-4 hereof.

### **§47-4 Proof of Service.**

Every responsible solid waste generator within the Borough who is transporting solid waste generated at his or her residential premises directly to a solid waste facility utilized by the Borough for disposal shall furnish proof of same to the governing body of the Borough at least once every 12 months. In order to fulfill this requirement, the responsible solid waste generator may include the proof of service with the municipal tax payment mailed to the Borough Tax Collector.

#### **§47-5 Notice to Residents.**

Within six months after the effective date of this ordinance and at least once every six months thereafter, the Borough Clerk shall cause a notice of the requirements of this ordinance to be posted in public places where notices are customarily posted by the Borough. The Clerk shall cause such other notice to be given, if any, as the Borough may deem necessary and appropriate. A failure to give any notice required by this subsection shall not relieve a responsible solid waste generator of its obligations under this ordinance and shall not be grounds for any claim by such generator.

#### **§47-6 Solid Waste Collector Responsibilities.**

A. Every solid waste collector engaging in private solid waste collection services within the Borough is requested to provide all responsible solid waste generators in the Borough with the opportunity to contract for regular solid waste collection services.

B. Every solid waste collector engaging in private solid waste collection services within the Borough shall use a watertight vehicle provided with a tight cover and so operated as to prevent offensive odors escaping therefrom and solid waste from being blown, dropped or spilled therefrom.

C. The Borough may, but shall not be required to, call upon solid waste collectors operating in the Borough to assist in identifying violations of this section, pursuant to the procedures in *N.J.S.A. 40:66-5.1*.

Section 3. Section 47-7 is amended as follows:

The first sentence shall read: "Recyclables shall be prepared for collection in accordance with the provision hereof."

Subsections A., B., F., and G. are deleted.

Section 4. Sections 47-8, 47-9.F., 47-9.1, 47-10, 47-11.C., and 47-15 are hereby deleted.

Section 5. Section 47-14 is amended by replacing the phrase "garbage, rubbish and refuse" with "solid waste".

Section 6. The Borough shall notify the New Jersey Department of Environmental Protection of the adoption of this Ordinance by certified mail.

Section 7. If any article, section, subsection, term or condition of this Ordinance is declared invalid or illegal for any reason, the balance of the Ordinance shall be deemed severable and shall remain in full force and effect.

Section 8. All ordinances or parts of ordinances or resolutions that are in conflict with the provisions of this Ordinance are repealed to the extent necessary.

Section 9. This ordinance has been submitted to the voters pursuant to N.J.S.A. 40:69A-185 and shall be effective upon approval by a majority of the legal voters of the Borough of Washington.

2. The Clerk of Warren County is hereby requested to print upon the official ballots to be used at the November 2, 1010 general election the following question:

<input type="checkbox"/>	YES	Shall Ordinance No. ____-10 entitled "AN ORDINANCE
<input type="checkbox"/>	NO	AMENDING CHAPTER 47 OF THE CODE OF THE
		BOROUGH OF WASHINGTON TO PROVIDE FOR
		THE PRIVATIZATION OF THE COLLECTION OF
		SOLID WASTE THROUGHOUT THE BOROUGH"
		submitted by the Borough Council providing for
		privatization of the collection of solid waste in the
		Borough of Washington be adopted?

3. The Clerk of Warren County is hereby requested to print upon the official ballots to be used at the November 2, 2010 general election the following Interpretive Statement:

This ordinance eliminates the current practice of collecting solid waste throughout the Borough as a municipal service paid for by tax dollars. It institutes a system of private solid waste collection where residents and business owners are responsible for arranging and paying directly for solid waste collection with a licensed solid waste collector in New Jersey or transporting any solid waste generated to an appropriate county or municipal facility.

A "yes" vote for this ordinance means that the collection of solid waste in the Borough of Washington would no longer be a municipal service paid for by tax dollars. It also means that residents would make individual arrangements for a collection service or transport their solid waste to a facility used by the Borough.

A "no" vote for this ordinance means that you want the Borough to continue to provide solid waste collection services as a municipal service paid for by tax dollars.

4. This ordinance shall be filed with the County Clerk's office.
5. The ordinance described in Section 1 above shall not take effect unless approved by the voters at the general election in November at which time it shall be published.
6. In accordance with Chapter 3, Article II, Section 15, Subsection E of the Code of the Borough of Washington, this Ordinance shall become effective 20 days after final passage unless the Council, by an affirmative vote of five (5) Council Members, shall adopt a resolution declaring the Ordinance to be an emergency upon which said Ordinance will take effect upon final passage.
7. This Ordinance shall further be published in at least two newspapers circulated in the Borough not more than twenty nor less than five days before the general election in November.

ATTEST:



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Scott McDonald, Mayor

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Krintine Blanchard, Clerk

Adopted:

S:\BOW 2010 General\Ordinances\Authorizing binding referendum on amendments to Chapter 47 regarding garbage collection.doc

BOROUGH OF WASHINGTON  
WARREN COUNTY, NEW JERSEY

ORDINANCE # 11-2010

AN ORDINANCE AUTHORIZING A NON-BINDING REFERENDUM ON  
WHETHER COLLECTION OF GARBAGE SHOULD REMAIN A MUNICIPAL  
SERVICE

**WHEREAS**, the Borough is authorized by *N.J.S.A.* 19:37-1 to submit a question or policy concerning municipal government to the voters in the municipality at a general election to ascertain the sentiment of the legal voters on the question or policy; and

**WHEREAS**, the results of the election are not binding on the municipality but may be followed by the governing body in its discretion; and

**WHEREAS**, the Borough is considering abandoning the practice of collecting solid waste throughout the Borough as a government service paid for by tax dollars; and

**WHEREAS**, in that event individual residents would be responsible for either arranging and paying directly for solid waste collection or transporting any solid waste generated to an appropriate county or municipal facility; and

**WHEREAS**, the Mayor and Council believe that privatizing solid waste collection is desirable because ; and

**WHEREAS**, before acting in this area the Mayor and Council wish to ascertain the sentiment of the majority of legal voters of the Borough on this issue;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Washington, County of Warren that:

1. The Clerk of Warren County is hereby requested to print upon the official ballots to be used at the November 2, 2010 general election the following proposition:

Shall the Borough of Washington abandon the practice of collecting solid waste throughout the Borough as a government service paid for by tax dollars and institute a system of private solid waste collection where residents and business owners are responsible for arranging and paying directly for solid waste collection with a licensed solid waste collector in New Jersey or transporting any solid waste generated to an appropriate county or municipal facility?

2. The Clerk of Warren County is hereby requested to print upon the official ballots to be used at the November 2, 2010 general election the following Interpretive Statement:

A "yes" vote for this proposal means you do want the collection of solid waste in the Borough of Washington to be the responsibility of each property owner in the Borough rather than having it paid by the Borough from property taxes.

A "no" vote for this proposal means that you want the Borough to continue to provide solid waste collection services as a municipal service paid for by tax dollars.

3. This ordinance shall be filed with the County Clerk's office.
4. In accordance with Chapter 3, Article II, Section 15, Subsection E of the Code of the Borough of Washington, this Ordinance shall become effective 20 days after final passage unless the Council, by an affirmative vote of five (5) Council Members, shall adopt a resolution declaring the Ordinance to be an emergency upon which said Ordinance will take effect upon final passage.

ATTEST:

---

Scott McDonald, Mayor

---

Krintine Blanchard, Clerk

Adopted:

S:\BOW 2010 General\Ordinances\Authorizing nonbinding referendum on garbage collection.doc

# Issues by Assigned To

Friday, July 16, 2010

8:59:03 AM

Status	Title	Due Date	Priority	Category	Opened By	Opened Date
Ann Kilduff						
Resolved		12-Jul-10	(2) Normal	Mun.Serv Request W	Debbie Smolar	12-Jul-10

Issue Count: 0

Status	Title	Due Date	Priority	Category	Opened By	Opened Date
John Burd						
Resolved		23-Jun-10	(1) High	Storm Drains	Debbie Smolar	22-Jun-10
Resolved		06-Jul-10	(1) High	Signs	Debbie Smolar	06-Jul-10
Resolved	Road Dept.	09-Jul-10	(2) Normal	Special Detail	Debbie Smolar	19-May-10
Active		24-Jul-10	(2) Normal	Special Detail	Debbie Smolar	22-Jun-10

Issue Count: 1

Status	Title	Due Date	Priority	Category	Opened By	Opened Date
Local Code I Official						
Active		01-Jul-10	(2) Normal	Grass cutting	Debbie Smolar	25-Jun-10
Active		16-Jul-10	(2) Normal	Mun.Serv Request W	Debbie Smolar	08-Jul-10
Active		17-Jul-10	(2) Normal	Grass cutting	Debbie Smolar	08-Jul-10

Issue Count: 0

Status	Title	Due Date	Priority	Category	Opened By	Opened Date
Rudy Bescherer						
Active	Code Enforcement	26-May-10	(2) Normal	Code / Zoning	Debbie Smolar	24-May-10
Active	Road Dept. / Code Enforcement	26-May-10	(1) High	Trees	Debbie Smolar	24-May-10
Active	Zoning	08-Jun-10	(2) Normal	Code Violations	Debbie Smolar	04-Jun-10
Issue Count:		3				

## Issues Details

Friday, July 16, 2010

8:59:12 AM

Issue 266 Road Dept.

<b>Assigned To:</b>	John Burd	<b>Status</b>	Resolved
<b>Opened By:</b>	Debbie Smolar	<b>Category</b>	Special Detail
<b>Opened Date</b>	19-May-10	<b>Priority</b>	(2) Normal
		<b>Due Date</b>	7/9/2010

John, Borough Council has approved a block party for 8 Grand Avenue last night. Please deliver no later than July 15, 2010, four (4) barricades for this function.

As soon as you deliver them please contact the Manager's Office.

Thank you,  
Debbie

### UPDATE:

6/15/10: John, we received a letter requesting that the block party date be changed from the July 16th to July 10th. Please deliver no later than July 9, 2010 four (4) barricades.

Debbie

Issue 273 Road Dept. / Code Enforcement

<b>Assigned To:</b>	Rudy Bescherrer	<b>Status</b>	Active
<b>Opened By:</b>	Debbie Smolar	<b>Category</b>	Trees
<b>Opened Date</b>	24-May-10	<b>Priority</b>	(1) High
		<b>Due Date</b>	5/26/2010

John, I received a Municipal Service Request from Mr. Chris Meola who resides at 32 Sunrise Terrace. He is requesting that the bush near the intersection of Rt. 57 and Flower Avenue either be trimmed or removed. It seems to be a safety issue involved. It is very difficult for someone going from Flower Ave onto Rt. 57.

Please advise the Manager's Office when this is done.

Thank you,  
Debbie

5/24/10 : Per John Burd this is a resident 's tree that is the cause. He can not do anything. This complaint is now going to Rudy (Code Enforcement). John called back address is 276 E. Washington Ave. corner house. I checked with Sue this is not a shade tree.

**Issue 275 Code Enforcement**

<b>Assigned To:</b>	Rudy Bescherer	<b>Status</b>	Active
<b>Opened By:</b>	Debbie Smolar	<b>Category</b>	Code / Zoning
<b>Opened Date</b>	24-May-10	<b>Priority</b>	(2) Normal
		<b>Due Date</b>	5/26/2010

Rudy, please call Desiree Rimback at 908-590-1801 on Wednesday, May 26 from 11:00 am on. She needs to know where the property begins and ends for parking. Her address is 14 N. Jackson Avenue (Block 26 Lot 6). There seems to be a dispute between her and her neighbor at 12 N. Jackson Avenue on parking issues.

Please advise the Manager's Office of the outcome.

Thank you,  
Debbie

**Issue 282 Zoning**

<b>Assigned To:</b>	Rudy Bescherer	<b>Status</b>	Active
<b>Opened By:</b>	Debbie Smolar	<b>Category</b>	Code Violations
<b>Opened Date</b>	04-Jun-10	<b>Priority</b>	(2) Normal
		<b>Due Date</b>	6/8/2010

Rudy, Mr. Donald Lazansky from Lenape Trail call to complain about the property just behind him at 46 Lenape Trail. It seems that the property is abandoned. The grass is very high with weeds. Mr. Lazansky 's phone number is 908-339-1336.

Please advise the Manager's Office when this is taken care of.

Thanks,  
Debbie

**Issue 286**

<b>Assigned To:</b>	John Burd	<b>Status</b>	Active
<b>Opened By:</b>	Debbie Smolar	<b>Category</b>	Special Detail
<b>Opened Date</b>	22-Jun-10	<b>Priority</b>	(2) Normal
		<b>Due Date</b>	7/24/2010

John, please set up 4 barricades for a block party on July 27, 2010. The following areas need to be barricaded: Harding Drive at the cross street of Flower Ave. and Presidential Drive between 2pm and 9pm. A rain date is scheduled for August 7, 2010.

Please advise the Manager's office when this is done.

Thank you,  
Debbie

7/8/10: John the block party was moved up to July 24th with a rain date still on August 7, 2010.

**Issue 287**

<b>Assigned To:</b>	John Burd	<b>Status</b>	Resolved
<b>Opened By:</b>	Debbie Smolar	<b>Category</b>	Storm Drains
<b>Opened Date</b>	22-Jun-10	<b>Priority</b>	(1) High
		<b>Due Date</b>	6/23/2010

John, per Rich there is a catch basin on Monroe St. (between Board and S. Lincoln) that is in severe disrepair.

Please make the necessary repairs and contact the Manager's office when this is done.

Debbie

7/8/10: Per John Burd this is done

**Issue 291**

<b>Assigned To:</b>	Local Code I Official	<b>Status</b>	Active
<b>Opened By:</b>	Debbie Smolar	<b>Category</b>	Grass cutting
<b>Opened Date</b>	25-Jun-10	<b>Priority</b>	(2) Normal
		<b>Due Date</b>	7/1/2010

I received a call from a resident who wishes to remain anonymous concerning a residential home 142 Belvidere Avenue that the grass is at least 6 inches high with a weeds.

I have notified Rich the Borough Manager of this matter.

Debbie Smolar



**Issue 294**

<b>Assigned To:</b>	John Burd	<b>Status</b>	Resolved
<b>Opened By:</b>	Debbie Smolar	<b>Category</b>	Signs
<b>Opened Date</b>	06-Jul-10	<b>Priority</b>	(1) High
		<b>Due Date</b>	7/6/2010

John, I received a phone call that the stop sign is down between Johnson and Belvidere Avenue because of an accident Saturday night. Please place the sign back and advise the Manager's office when this is done.

7/06/10: Per Don Henry this is done.

**Issue 295**

<b>Assigned To:</b>	Local Code Official	<b>Status</b>	Active
<b>Opened By:</b>	Debbie Smolar	<b>Category</b>	Grass cutting
<b>Opened Date</b>	08-Jul-10	<b>Priority</b>	(2) Normal
		<b>Due Date</b>	7/17/2010

Rich, Wendy Pickett from 10 Flower Avenue called in to complain about a beauty salon's located on Route 57 that their grass is very high. This is right next to her house. There are skunks living in the grass as well as a raccoon. She said it is too invested. Her phone # 652-1738.

Debbie

**Issue 296**

<b>Assigned To:</b>	Ann Kilduff	<b>Status</b>	Resolved
<b>Opened By:</b>	Debbie Smolar	<b>Category</b>	Mun.Serv Request Website
<b>Opened Date</b>	12-Jul-10	<b>Priority</b>	(2) Normal
		<b>Due Date</b>	7/12/2010

Ann, I received a Municipal Service Request from Mrs. McGrory concerning swim lessons for her daughter. She had registered and has heard nothing. Please call her at 689-2869 or e-mail her at karyneponcin@yahoo.com

Please advise the Manager's office when this is done.

Thank you,  
Debbie

7/12/10: Per Ann this is done.

Issue 297

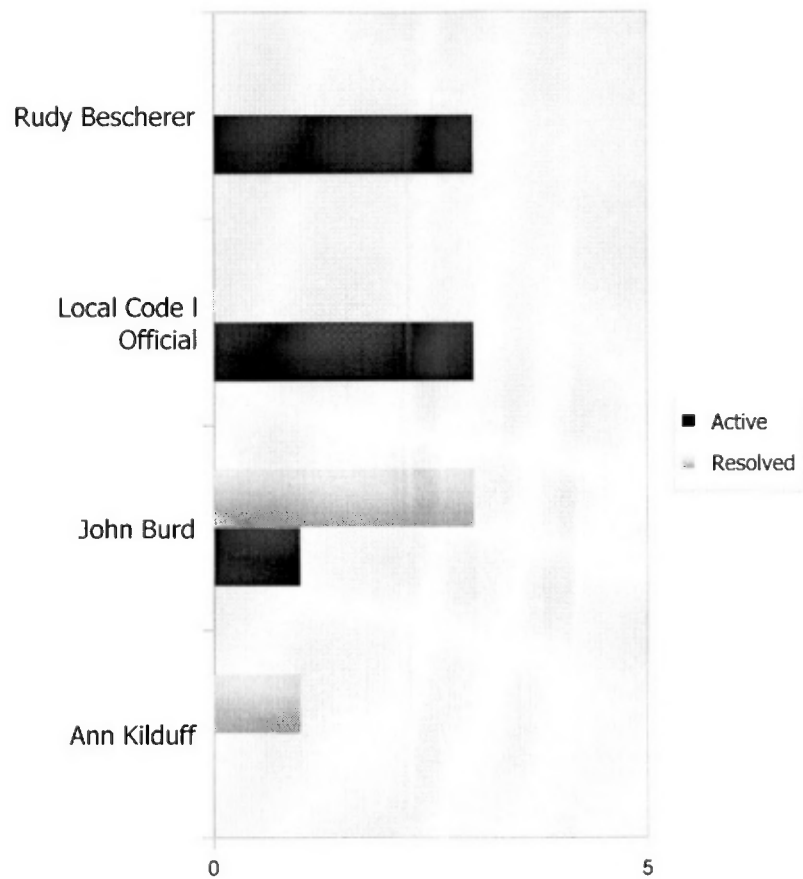
<b>Assigned To:</b>	Local Code I Official	<b>Status</b>	Active
<b>Opened By:</b>	Debbie Smolar	<b>Category</b>	Mun.Serv Request Website
<b>Opened Date</b>	08-Jul-10	<b>Priority</b>	(2) Normal
		<b>Due Date</b>	7/16/2010

Rich, I received a Municipal Service Request from Mr. Beers from 52 South Lincoln Ave concerning a parking complaint. Evidently his neighbor at 24 Monroe Street is parking on the lawn and this is violation of the Borough Ordinance. He wants an official to give a give a warning to the new residents. His phone # 908-689-7641.

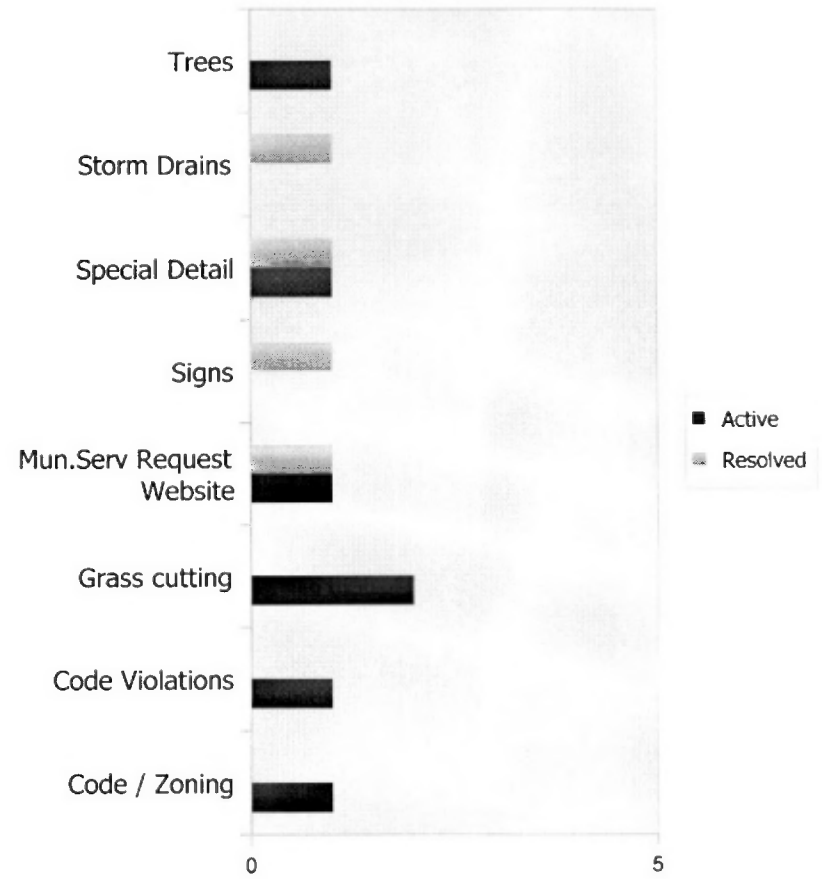
I have forward this e-mail to you.

Debbie

### Issues by Assigned To



### Issues by Category





**MANAGERS WEEKLY REPORT**  
**7/2/10**

As you have heard, the pool is officially open. All residents and non-residents who purchased memberships have received a phone call from us to advise them of same. We also called all swim team and swim lesson participants as well. For those who have not read it yet, I have attached the "Letter to Residents" that I drafted and placed on the website. I have also made copies available at Borough Hall, and they seem to be going quickly. The response that I have received from residents regarding the letter is extremely positive, and I have not spoke with anyone of the opposite opinion. Additionally, there have been positive articles in the Express Times as well as WRNJ promoting the pool.

Speaking on my letter, I received a positive response from a Recreation Advisory Committee member that I thought you may be interested in reading.

**From:** Uporsky, Elizabeth (Beth) [mailto:buporsky@avaya.com]  
**Sent:** Tuesday, June 29, 2010 2:30 PM  
**To:** Scott McDonald; Rich Phelan; Cioni, Victor V. (LNG-NPV); Rick Feldman  
**Subject:** Letter to the Public from Rich Phelan

All,

*I support the Borough Manager's explanation (where my actions and responsibilities are implied) and fully support his intended commitment to accountability of both employees and appointed volunteers. Specifically, that the Recreation Committee members are responsible for the success and accounting of each sport, and a liaison is appointed for each sport. Under Gary Masenior's direction, most of the work of sport signups, purchases, participant organization were performed by the Recreation Secretary, Ann Kilduff. I support using Ann's time for more specific tasks related to the management of the department, while allowing the people who volunteer for the Recreation Committee to be more engaged managing the programs. In support of such an accountability model, I will submit my 2010 Softball report as a model for future by the end of July.*

*Thanks, too, to those volunteers who would have supported the opening of the pool in various ways, but for lack of being asked. There was not a single volunteer who refused to do something, only volunteers who were not asked to do anything. The Recreation Committee was also not asked to volunteer any time or specific services at the park or pool, either. This was an opportunity that we missed. There are six able people on the Committee.*

*Also, here is another hopeful example of volunteerism: The grandstand seating repair was managed almost entirely by volunteers. Dave Hackney sized up the repair and created a list of materials. Dave Uporsky negotiated with Blue Ridge lumber to fill the order, and then picked it up in our truck and delivered it to the stadium. I acted as intermediary between my husband and Ann Kilduff to get the purchase authorized. Dave and Dave worked with park employees for most of an afternoon and evening to complete the repair. The work had to be done before the anticipated arrival of 300 fans at county-wide game. Although the game was rained out, the repair is complete and professionally rendered. The Borough saved delivery and carpenter services costs. For the cost of materials only we have safe and attractive seating in the grandstand.*

*Here is another: The outfield baseball net is finally up, thanks to the volunteerism of a Mr. Fry, with help from Adam Zimmer. Neither the net nor the grandstand is a small task, and yet they are now completed.*

*Erika Kilkenny, Victor Cioni and I have made ourselves available to the recreation director when and where needed to lend hours or organize volunteers. When we need more volunteers, we will have them, but we need to be ready to delegate work in an organized approach. Please be optimistic that there are many, many capable and willing residents who want, and will work, to have the park and pool to shine.*

*Thank you. I look forward to continuing what is becoming a very positive community approach to improving Washington's recreational profile.*

*Kind regards,  
Beth Uporsky*

As the title of Acting Recreation Director has been unexpectedly thrust upon me with the resignation of the former Director, I will need to spend some time playing catch-up on the programs and activities itself until a suitable replacement is found. In order to speed this process up, I contacted the Recreation Advisory Committee Chair requesting several items as required by Borough Ordinances (See attached). Once he provides me with this information, I will have a better handle on any outstanding items in this department.

On three (3) separate occasions, I have contacted the Fire Chief requesting documentation that is required per their facility lease with the Borough to no avail. I bring this to your attention as I want to ensure that all departments abide by the terms and conditions of any contract, and this is no exception. I will keep you posted and [pass along the information when it is ultimately received,

I have attached a letter that I sent to NJAW thanking them for their donation of the water for the pool for your review.

The Monthly YTD expenditure reports have been placed on the website for everyone's review.

#### **Transitional Aid Application**

Depending on what (if any) budget changes Council decides to make on at our next public meeting (July 6<sup>th</sup>) will dictate whether or not I will go to Trenton on July 7<sup>th</sup>. The reason for this statement is the Aid application is very clear on certain requirements, to which I have some concerns. In part, it advises that municipalities that are looking to maintain the "status quo", or have not removed all "non-essential expenditures" need not apply. Additionally, there is a specific clause relating to the collection of garbage in the requirements that advises we need to justify that it is more cost effective to maintain the service in its current form rather than changing the collection method. If we are looking for their money, we need to play by their rules. Based on how the introduced budget is currently formed, I can not go to Trenton and tell them that this is the most effective and efficient budget for the residents of the Borough. Taking this into account, Council needs to thoroughly comb through the budget and remove anything that is (1) not needed this year and (2) deemed non-essential. Our application will not be accepted if we do not meet these requirements.

#### **Attachments:**

- Manager's letter to Residents
- Memo to Recreation Advisory Committee Chairman
- Memo to Fire Chief
- Letter to NJAW




RICHARD D. PHELAN

BOROUGH MANAGER

MEMORANDUM

TO: Rick Feldman

CC: Paula Aron, Candy DeFillippis, Erica Kilkinney, Beth Uporsky, Adam Zimmer  
Mayor and Council  
Ann Kilduff

FROM: Richard Phelan 

DATE: June 30, 2010

SUBJECT: Recreation Advisory Committee

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As a follow-up to my e-mail the other day, there are several items that I need you as Recreation Advisory Committee (Committee) Chairperson to address. Specifically, I will need the following information:

1. A list of all current and proposed recreation programs, activities and/or events.
2. In accordance with Borough Ordinances, specifically, Chapter 3, Section 75, please provide me the following:
  - a. Section B-2: Any/all program development that has been initiated by Committee.
  - b. Section B-7: Breakdown of facility improvements and maintenance, and anticipated program/event participation levels.
  - c. Section B-9: Effort undertaken by the Committee that served as a catalyst for volunteer help with Borough-sponsored and supported recreation, and the active participation by each Committee member, as well as any activities utilized to enlist others to serve.
  - d. Section B-10: What actions the Committee has undertakes to promote the Borough's recreation, parks, pathways and open space programs throughout the community.
  - e. Section B-11: A list of Committee liaison assignments for every item you provide in number one (1) above.
3. Any additional information that you feel would be useful as it relates to Borough recreation.

I ask for the items above so we can plan accordingly and not duplicate any efforts, as this would be counterproductive. If you could provide me the above-requested information no later than Monday, July 5, 2010, it would be greatly appreciated.

If you have any questions or concerns, feel free to call at any time.




RICHARD D. PHELAN

BOROUGH MANAGER

MEMORANDUM

TO: Kurt Klausfelder  
(Via e-mail and hard copy)

CC: Mayor and Council

FROM: Richard Phelan 

DATE: July 1, 2010

SUBJECT: Annual Fire Department Report Requirements

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As of this memo, I have not received a response to my May 17<sup>th</sup> & June 17<sup>th</sup> memos (See attached), as well as our subsequent conversation. I am again requesting the following items be supplied as soon as possible:

1. Paragraph 3C
  - a. Valid insurance certificate proving for liability coverage for the fire hall in the amount of \$20,000.
2. Paragraph 6
  - a. "The use to which the leasehold was put during the year." (2009)
  - b. "The activities of the Washington Fire Departments undertaken in furtherance of public purpose for which the leasehold was granted."
  - c. "The approximate value or cost of such activities."
  - d. "An affirmation of continued tax-exempt status of the Washington Fire Departments pursuant to both State and Federal Law."
  - e. Any additional or alternate information that would serve to benefit the Borough.

I thank you in advance for your immediate attention to this matter. If you have any questions or concerns, feel free to contact my Office at any time.



## BOROUGH OF WASHINGTON

100 BELVIDERE AVENUE • WASHINGTON, NEW JERSEY 07882-1426

PHONE: (908) 689-3600

[www.washingtonboro-nj.org](http://www.washingtonboro-nj.org)

FAX: (908) 689-9485

*A Council - Manager Community*

BOROUGH CLERK Ext. 113  
CODE ENFORCEMENT Ext. 139  
EMERGENCY MANAGEMENT Ext. 131  
FINANCE Ext. 117  
FIRE PREVENTION Ext. 142

MANAGER Ext. 119  
SEWER Ext. 116  
TAX ASSESSOR Ext. 129  
TAX COLLECTOR Ext. 117  
ZONING Ext. 139

July 1, 2010

New Jersey American Water  
38 Vannatta Street  
P.O. Box 49  
Washington, NJ 07882  
Attn: Frank Hadley, Operations Superintendent

RE: Washington Borough Pool

Dear Mr. Hadley,

On behalf of the Borough of Washington, I would like to offer my most sincere thanks to both you and Tony Beasley for your assistance in filling the Washington Borough Community Pool. Because of NJAW's extreme generosity by donating the water needed to fill the pool, we were able to get the pool filled in a very short amount of time while not placing an additional expense on the taxpayers. Without the hard work put forth by NJAW, the pool would not be open today; and for that you should be commended.

It is always a pleasure working with companies who contribute to making local communities a better place to live, and the actions put forward by NJAW are just that. I work very hard toward improving the quality of life for Borough residents and businesses alike, and the partnership between the Borough and NJAW is what makes this possible. We appreciate your willingness to be a partner in this effort as this kind of cooperation will allow us all to achieve great things.

Again, I thank you and your company for your kind donation, and look forward to working with NJAW on projects like this in the future.

Sincerely,

Richard Phelan  
Borough Manager

CC: Mayor and Council





## BOROUGH OF WASHINGTON

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FIRE PREVENTION Ext. 142

MANAGER Ext. 119  
SEWER Ext. 116  
TAX ASSESSOR Ext. 129  
TAX COLLECTOR Ext. 117  
ZONING Ext. 139

June 29, 2010

RE: Borough Pool

Dear Washington Borough Residents:

As you are aware, there has been a lot of debate as it relates to the Borough Pool. The question of whether or not to have the pool open this season has been a very contentious theme throughout the 2010 municipal budget process. Due to this, I wanted to take the time to clear up any rumors and misinformation that is out there by informing residents as to the "how" and "why" we are in this predicament, and why the pool is not open yet.

Let's start at the beginning....

All municipalities begin to work on their municipal budget the prior year. In this instance, we began working on the 2010 budget in November of 2009. This process involves the initial compilation of the various components of the budget; which include but are not limited to departmental requests, debt service and statutory obligations. Once this cursory document is created, we begin the review process to separate the "wants" versus "needs" in order to create the "draft" budget. Subsequently, numerous "Budget Workshops" were scheduled for the Borough Council to review the draft budget, as well as hear directly from department heads on the specifics of their budget requests.

### **April 7, 2010 (Budget Workshop)**

Various budget issues were discussed by the Borough Council. During this discussion, the Council requested a detailed breakdown of the operation costs of the Borough pool, as well as anticipated 2010 revenues.

### **April 14, 2010 (Budget Workshop)**

The Recreation Department budget was presented to the Borough Council by the Recreation Director. With very few exceptions, recreation programs and events are self-funding. Specifically, these programs are funded via user fees from participants, not through tax dollars. During this meeting, the Recreation Director advised the Borough Council that the Borough Pool ran at a \$66,000 deficit in 2009. As a result of this deficit, tax dollars were needed to subsidize the operation of the pool to make up the shortfall. This amount equated to approximately 1.75 cents on the tax rate.

After presented with this information, the Borough Council began their deliberation as to whether or not keeping the pool open in 2010 was feasible do to the recently presented financial shortfalls. Until a decision was made, all expenditures associated with the pool operations were halted, as we did not want to spend time and money opening the pool if a decision to close was made.

#### **April 20, 2010 (Regular Council Meeting)**

At this meeting, the Borough Council continued their deliberation on whether or not to close the pool for the season. After testimony from several members of the public, the Council decided to delay their final decision until a corrective action plan relating to the pool proposed by a resident could be developed.

It should be noted that at this meeting, the Borough Council adopted the 2010 Recreation Department Fee Schedule via Resolution 88-2010. Adopting this resolution ensured that should the pool remain open, the proper fees have been approved.

#### **May 4, 2010 (Regular Council Meeting)**

A corrective action presentation was made by a resident which outlined both short-term and long-term changes that can be made to the pool in order to make it financially stable. After the presentation, the Borough Council decided to keep the pool open for the 2010 season with the stipulation that the Recreation Director present Council a detailed financial analysis relating to the pool around September/October 2010.

Additionally, at a public meeting the Recreation Director advised that as a result of the Borough Council doing their due diligence in deciding whether or not the pool should open, he was several weeks behind in the preparation period. As a result, the "best case scenario" would have the pool opening the weekend of June 19, 2010.

#### **Post Pool Opening Approval Actions**

Purchase Orders authorizing the purchase of materials and supplies needed to open the pool were approved ASAP, and the respective items were ordered.

The following were some of the major items that needed to be addressed in order for the pool to be opened:

- Cleaning and repainting of the pool.
  - Occurred during the week of May 24, 2010.
- Concrete repair on the walls of the pool.
  - Occurred during the weeks of May 31, 2010 & June 7, 2010.
  - Repairs could not occur until paint fully cured.
- Replacement of water heater and various plumbing fixtures in the pool bathrooms.
  - Occurred during the weeks of June 7, 2010 & June 14, 2010.
- Repair of Water leak in main water line.
  - Troubleshooting this leak had been ongoing during months of April and May. This process was delayed as the water lines were plastic, not metal, so traditional leak detection techniques did not work.
  - Leak located on June 17, 2010 and temporary repair made.
  - Final repair made on June 21, 2010.
- Repair of damaged well pump used to fill the pool.
  - Investigation of repair was being conducted by Recreation Director in order to obtain cost requirements.
  - On-site meeting with well pump repair company to be scheduled in the immediate future.
- Ordering of miscellaneous pool supplies and materials.
  - Ongoing
- Site cleaning and landscaping.
  - Ongoing
- Filling pool with water
  - The Recreation Director had advised that the pool was scheduled to be filled on Friday, June 18, 2010 via the fire hydrant, and that the Fire Department and New Jersey American Water (NJAW) were aware.
    - NJAW notification was confirmed by the Manager on June 16, 2010.
  - Friday, June 18, 2010 – Notified by NJAW that there was not sufficient water in reserve capacity to allow us to fill the pool at this time.
  - Pool filling was rescheduled to Tuesday, June 22<sup>nd</sup> & Wednesday, June 23<sup>rd</sup>. Borough Manager was in daily contact with the Recreation Director and all indications were that the pool would open on June 26<sup>th</sup>.

- Note: NJAW donated the water needed to fill the pool, so there was no cost to the taxpayers for this service, which resulted in a savings to the tax payers of \$1000.00.
- Chemicals can now be added to the water.
  - As this is a public pool, chemicals can only be administered under the supervision of the Certified Pool Operator (CPO).

#### **June 24, 2010 (Thursday)**

- Borough scheduled and passed State-mandated electrical inspections.
- Advised by Recreation Director that water tests would be scheduled accordingly in advance of pool opening date.

#### **June 25, 2010 (Friday)**

- At 3:30PM, the Recreation Director tendered his resignation.
- As the Borough no longer employed a CPO, legally, we could not place chemicals into the pool itself. (See above).

#### **June 26, 2010 (Saturday)**

- A CPO was hired at 11:15AM.
- This would allow the Borough to move forward with treating the water in the pool in order to pass the required water quality test when ready.

#### **June 27, 2010 (Sunday)**

- Throughout the day, chemicals were added in accordance with proper water quality standards.

#### **June 28, 2010 (Monday)**

- Additional chemicals were added to the pool to ensure safety standards.
- Outside water quality test called for in order to meet State requirements.
  - Test scheduled to occur on Tuesday, June 29<sup>th</sup> or Wednesday, June 30 as outside contractors schedule allows.
- If all goes well, the pool should open later this week.

As you can see by the above narrative, the opening of the Borough pool has been riddled with delays and miscommunication on many levels. This includes the Borough Council, Manager, municipal employees and both appointed and non-appointed volunteers. With few exceptions, as Manager, I am ultimately responsible for the operation of all municipal departments. If an employee is not meeting the goals I have set, whether or not I know about it, both they and I are to blame. In terms of the Recreation Department, there are only two (2) part-time employees that work for the Borough, while the remaining employees are all temporary/seasonal during the busy summer months. As a result of the limited staffing in this department, the Borough relies heavily on its volunteer base, which unfortunately is very little. . As an example, at a previous public meeting, there were dozens of residents that volunteered to assist in getting the pool open in an efficient manner, but very few actually helped this project move forward, which aided in the delayed opening.

In order to ensure that this does not happen in the future, greater departmental oversight in the Recreation Department has been imposed. This includes rigorous departmental accountability in the following areas:

- Program panning and preparation.
  - A detailed list of all programs and activities, along with their appropriate preparation timelines will be developed and adhered to each year.
  - Each program, upon season conclusion, will have their respective head prepare a detailed financial assessment of said program detailing what was successful and what is needed to build/enhance the program for the following season so that the Recreation Director can properly plan.
- Facility maintenance and repair.

- A detailed preventative maintenance program will be developed for the pool.
- A "checklist" of what items will need to be purchased on a yearly basis, and/or what items need to be inspected as part of the annual pool start-up will be developed.
- A detailed schedule will be created and adhered to so that things are not done "last minute."
- Department accountability.
  - When goals in the Recreation Department are not met as dictated by the Borough Council, Manager and/or Department Head, appropriate action will occur.
  - The new Recreation Director, once hired, will provide the Manager with a detailed written monthly report on all recreation activities and schedules from the middle of October through the end of March as well as a Bi-Weekly written report starting the second week of April through the last week of September. The manager will include this report in the Council packet so that all parties have the same information.
- Volunteer accountability.
  - Members of the Recreation Committee will be held accountable for any sport/program they have been assigned to oversee, as will be required to provide the Recreation Director with timely and accurate reports on their programs as well as schedules of games/practices and signups.
- Financial oversight
  - Detailed, yearly review of all programs and activities to ensure is profitability and overall benefit to the community as a whole. Those that are not self-sufficient will be re-evaluated to determine whether or not they will remain in subsequent years.

In summary, there are many factors to consider when identifying why the pool did not open on time, and I am not here to make excuses for myself, the Borough Council, municipal employees and both appointed and non-appointed volunteers, as there is enough blame to spread around. The bottom line is that we have made many positive strides to improving the Recreation Department, and I do not want to focus on past actual or perceived negative action as this is counterproductive. The taxpayers deserve better and my goal is to do whatever we can to make this the best Recreation Department possible, and provide the highest level of service to all who use our facilities and participate in our recreation programs. In order to reach this goal, we all need to work together in a positive, productive manner; otherwise we will not reach this target.

I thank all residents in advance for their understanding and look forward to working with everyone in the future.

Sincerely,



Richard Phelan  
Borough Manager



## MANAGERS WEEKLY REPORT

7/9/10

On June 18<sup>th</sup> I advised Council that there were no bids on auction of the old fire truck. Council will need to decide (1) if they want to go back out to bid again, and (2) whether or not they want to amend the minimum bid. As soon as I get an answer, I can proceed forward.



As you may remember from several e-mails on the issue, the BID is considering applying for a grant from the County for the purchase of the "pocket-park." Attached to this report is their completed application, as well as the terms and conditions of the grant itself (if awarded). As I have previously stated, there are many questions that remain unanswered by the BID relating to this grant. While I appreciate all the work that they are doing to try and seek alternative funding for the purchase of the property, until these questions are answered, I can not recommend moving forward with the grant. To refresh your memories on my concerns, I have attached the terms and conditions with my comments, as well as the previous e-mail to the BID requesting certain questions be answered. The reason that I bring this to your attention again is that the BID will be in attendance at the next Council meeting to give a presentation on the grant and will be seeking Council approval that night. As an aside, I have requested a copy of the PowerPoint Presentation from the BID and was advised that it "was not in their possession." As such, I have asked again for this and will pass it along prior to the meeting.

As requested, I have reached out to the Fire Chief (via e-mail) and advised him that his attendance is requested at the next Council meeting to discuss the information relating to the facility lease the FD has with the Borough. As of this report, I have not received the documents or heard back from the Chief, but I will keep you posted.

## Transitional Aid Application

I attended a meeting in Trenton this week at the Department of Community Affairs relating to the Aid application. The meeting, which was hosted by the Acting Director of the Division of Local Government Services, Marc Pfeiffer, was as I expected; blunt and to the point. After reviewing the terms and condition of the application itself, he advised all applicants of several things. Specifically:

- "If you have non-essential items in your budget, do not apply" He defined non-essential as "anything non health, safety and welfare related."
- "Remove all nice-to-do items from your budget" and "review all should-do items before you apply"
- "The restrictions for this aid is greater than previous years"
- "Towns looking to keep the status-quo will not receive aid."

Taking this into account, I am confident that we will submit the best application possible, but I am not fully confident that we will be 100% successful in receiving what we ask for. This is primarily due to the fact that there are still some "nice-to-do items in the 2010 introduced not been removed. Additionally, he advised that if municipalities need to apply for this aid next year, the same rules will apply. As such, our 2011 budget will need to be evaluated as well. As I said at our last meeting, if we want their money, we need to play by their rules. I will be sure to keep you posted on the application process.

## Garbage Collection

Kristine began working with Lorraine Staples on the ballot question relating to garbage collection. She has provided me with a narrative of the process below:

*Lorraine and I have reviewed the statutes regarding binding referendums vs. non-binding as it relates to the privatization of garbage collection in the Borough. In either event, the Governing Body will need to adopt one of two ordinances presented to them at their next meeting of July 20.*


*In order to place a binding referendum on the ballot; Council will need to adopt an ordinance changing the current code (Chapter 47) where it states the Borough is responsible for refuse pick up within the Borough. The revised Ordinance will state that the Borough will privatize garbage pickup within the Borough. This Ordinance will not go into effect until placed on the ballot as a question to the voters in November. If the voters approve the question the Ordinance must remain in effect for three years. If defeated, by the voters the old Ordinance remains in effect.*

*A non binding referendum question must be presented to the Municipal Clerk in the form of an Ordinance as well. This ordinance simply requests the Municipal Clerk and County Clerk to place the question on the ballot in November. This non binding referendum is used to ascertain the sentiment of the voters in the municipality on a topic.*

*Due to the timelines, one of the previously mentioned ordinances must be introduced on July 20 and adopted on August 16 in order to meet the ballot deadline of August 24.*

*Lorraine Staples will be preparing a memo to Council with more information. Both ordinances will be prepared and presented to Council on July 20.*

## Attachments:

- 
- BID's County Grant Application
    - Manager's questions and concerns relating to the County Grant

Washington Borough Court  
Monthly Report  
For the Month of June, 2010

**Traffic**

This past month, we had 2 new DWI summons, 122 moving violations, and 3 parking summonses issued for a total of 127 traffic summonses newly filed with this court and entered into ATS. This court has disposed of 3 DWIs, 131 moving and 53 parking summonses. At the end of the month, we have 4 DWIs, 129 moving and 103 parking summonses pending.

**Criminal**


We have added 10 new indictable charges, 25 DP and PDP charges and 19 Borough Ordinances into the ACS system. We have disposed of 50 DP and PDP charges and 16 Borough Ordinances which leaves 163 pending DP & PDP charges and 131 Borough Ordinances. We have collected \$19,344.00 this month of which the Borough received \$9,367.43. In addition to the daily functions, we have collected \$970.00 cash bail and disbursed \$970.00 cash bail.

We had 7 callouts this past month to issue new warrants and/or to commit defendants to the county jail. Failure to appear notices and delinquent time payment notices are mailed out weekly. We have issued warrants and have suspended the driving privileges of defendants who have failed to appear, who are seriously delinquent in their time payments or for non-compliance of court orders.

**Other**

There was 2 new cases referred to Community Dispute Resolution Program this month.

Respectfully submitted,



Virginia A. Cortese, C.M.C.A.

Date: July 13, 2010

REPORT ID: TFC01610-0  
RUN DATE: 07/04/2010  
RUN TIME: 04:27

NJ AUTOMATED TRAFFIC SYSTEM  
AOC REPORT-TRAFFIC SECTION  
WASHINGTON BORO COURT  
FROM 06/01/2010 TO 06/30/2010

PAGE 1

	DWI	ALL OTHER	PK ONLY
IX. TOTAL CHARGES PENDING-BEGINNING OF MONTH -----	5	138	153
X. CHARGES ADDED			
A NEWLY FILED IN THIS M. C. -----	2	122	3
B REMANDED BY COUNTY PROSECUTOR -----			
C RECEIVED FROM ALL OTHER COURTS -----			
D REINSTATED (PREVIOUSLY DISPOSED) -----		1	
E TOTAL CHARGES ADDED -----	2	123	3
XI. CHARGES DISPOSED BY:			
A REFERRAL TO COUNTY PROSECUTOR -----		7	
B REFERRAL TO ALL OTHER COURTS -----		1	
C VIOLATIONS BUREAU (R. 7:12-4) -----		70	37
D CLOSED PER R. 7:8-9 -----		3	
E ENTRY OF GUILTY PLEA -----	2	23	4
F A FINDING OF GUILT AFTER TRIAL -----			
G A FINDING OF NOT GUILTY AFTER TRIAL -----			
H DISMISSAL -----	1	17	10
I OTHER FORMS OF ADJUDICATION -----		10	2
J TOTAL CHARGES DISPOSED -----	3	131	53
XII. CHARGES PENDING-END OF MONTH (BY AGE FROM DATE OF COMPLAINT)			
A PENDING FOR 0 TO 60 DAYS:			
1 OPEN, ACTIVE (WARRANT NOT ISSUED) -----	3	90	14
2 WARRANT ISSUED -----			2
B FOR 61 DAYS OR LONGER:			
1 OPEN, ACTIVE (WARRANT NOT ISSUED) -----	1	39	29
2 WARRANT ISSUED -----			58
C TOTAL CHARGES PENDING - END OF MONTH -----	4	129	103
XIII. SENTENCES IMPOSED ON EACH CHARGE			
A JAIL SENTENCE -----	1	1	
B REVOCATION/SUSPENSION OF MV LICENSE -----	3		
C PROBATION (R. 7:9-1(C)) -----			
D COMMUNITY SERVICE -----			
E FINE IMPOSED -----	3	34	4
XIV. DEFENDANTS SENTENCED AND COMMITTED TO JAIL -----	1	3	
XV. MONIES ASSESSED OR FORFEITED: (VIOLATIONS BUREAU AND OPEN COURT)			
A TOTAL FINES, PENALTIES, AND SURCHARGES ASSESSED	2,300.00	9,029.00	1,062.50
B TOTAL COURT COSTS IMPOSED	99.00	2,843.00	903.50
C TOTAL CASH BAIL FORFEITURES (- REINSTATEMENTS) (PK INCLUDED IN ALL OTHER)		81.00	
XVI. DISTRIBUTION OF MONIES			
A GENERAL CASH BOOK	ATS	VCCB	DMV
B BAIL BOOK	COUNTY	MUNICIPAL	OTHER
	TOTAL		

\$737.50 \$464.00 \$4,090.57 \$3,480.00 \$9,307.43 \$1,146.50 \$19,344.00



REPORT ID: CMC1610  
RUN DATE : 07/03/2010  
RUN TIME : 16:24

NJ AUTOMATED COMPLAINT SYSTEM  
AOC STATISTICAL REPORT - CRIMINAL SECTION  
WASHINGTON BORO COURT

PAGE: 1  
RUN : MONTHLY

(FROM 06/01/2010 TO 06/30/2010)

	INDICTABLE OFFENSES	D.P. & P.D.P. OFFENSES	ALL OTHER NON-TRAFFIC
I. TOTAL CHARGES PENDING - BEGINNING OF MONTH -----	1	178	127
II. CHARGES ADDED			
A. NEWLY FILED IN THIS MUNICIPAL COURT -----	10	19	16
B. REMANDED BY COUNTY PROSECUTOR -----		5	2
C. RECEIVED FROM ALL OTHER COURTS -----			1
D. REINSTATE (E.G., CD FAILURES) -----		1	
E. TOTAL CHARGES ADDED -----	10	25	19
III. CHARGES DISPOSED BY			
A. REFERRAL TO COUNTY PROSECUTOR -----	10	11	
B. REFERRAL TO ALL OTHER COURTS -----			
C. VIOLATIONS BUREAU (R. 7:7) -----			
D. ENTRY OF GUILTY PLEA -----		5	8
E. A FINDING OF GUILTY AFTER TRIAL -----		2	2
F. A FINDING OF NOT GUILTY AFTER TRIAL -----			
G. DISMISSAL -----		19	4
H. PLACEMENT IN A DIVERSIONARY PROGRAM -----		4	
I. CLOSED PER R.7:8-9. -----		9	2
J. TOTAL CHARGES DISPOSED -----	10	50	16
IV. TOTAL CHARGES PENDING END OF MONTH ( BY AGE FROM DATE OF COMPLAINT) ----			
A. FROM 0 TO 60 DAYS			
1. OPEN, ACTIVE (NON-FUGITIVE) -----		33	23
2. OPEN, WARRANT ISSUED (FUGITIVE) -----		33	47
B. FOR 61 DAYS OR LONGER			
1. OPEN, ACTIVE (NON-FUGITIVE) -----	1	46	12
2. OPEN, WARRANT ISSUED (FUGITIVE) -----		51	49
C. TOTAL CHARGES PENDING - END OF MONTH -----	1	163	131
V. SENTENCES IMPOSED ON EACH CHARGE			
A. JAIL SENTENCE -----		2	
B. CONDITIONAL DISCHARGE -----		4	
C. REVOCATION/SUSPENSION OF MV LICENSE -----			
D. PROBATION (R. 3:21-7) -----			
E. COMMUNITY SERVICE -----			
F. FINE IMPOSED -----		11	10
VI. DEFENDANTS SENTENCED AND COMMITTED TO JAIL -----		2	
VII. COMPLAINTS AND NOTICES FILED			
A. NUMBER OF COMPLAINTS SUMMONES (CDR-1) -----	4	5	
B. NUMBER OF COMPLAINTS WARRANTS (CDR-2) -----	6	1	
C. NOTICE IN LIEU OF -----			
VIII. MONIES ASSESSED OR FORFIETED (VIOLATIONS BUREAU AND OPEN COURT)			
A. TOTAL FINES IMPOSED -----	.00	5164.00	1250.00
B. TOTAL VCCB PENALTIES ASSESSED -----	.00	500.00	.00
C. TOTAL COURT COST IMPOSED -----	.00	175.00	233.00
D. TOTAL CASH BAIL FORFEITURES -----	.00	.00	.00

REPORT: TFC1628  
DATE : 07/04/2010

AUTOMATED TRAFFIC SYSTEM  
MONTHLY MANAGEMENT REPORT  
WASHINGTON BORO COURT

PAGE 1  
JUNE

A. TICKET INVENTORY		PARKING	MOVING	DWI	TOTAL	F. NON-DISPOSED CASE STATUS	CASES
ADDED DURING MONTH		3	121	3	127	1- ISSUED & PENDING TRIAL	87
DISPOSED DURING MONTH		53	134	4	191	1A- PENDING DMV LOOKUP	5
						2- ELIGIBLE FOR FTA - FOR < 14 DAYS	6
						3- ELIGIBLE FOR FTA - FOR 14+ DAYS	1
						4- ELIGIBLE FOR DISMISSAL	14
						5- BAD CHECK - NOT ELIG FOR WARRANT	0
						6- CASE STATUS - FTA	34
						7- CASE STATUS - FTUD	1
						8- ELIGIBLE FOR WARRANT A- (MOVING)	10
						B- (PARKING)	9
						9- OUT OF STATE WARRANT (PARKING)	46
						10- ELIGIBLE FOR DSUS/RSUS	3
						11- CASE STATUS - PSUS	5
						12- CASE STATUS - WARRANT	13
						13- CASE STATUS - HELD 1-60 DAYS	0
						61-120 DAYS	0
						120 + DAYS	0
						14- CASE STATUS - UNSV	0
						15- OTHER STATUSES	2
						TOTAL	236
B. TICKETS PENDING - BY AGE							
1-30 DAYS		0	63	2	65		
31-60 DAYS		14	29	2	45		
61-90 DAYS		13	12	1	26		
91-120 DAYS		15	7	0	22		
120 + DAYS		57	21	0	78		
TOTAL		99	132	5	236		
C. ERROR REPORT							
(UNDISPOSED TICKETS)							
1- AUTOPIC ERROR STATUS		0	0	0	0	G. CLOSED/DSUS TICKETS IN INVENTORY	
2- TOTAL ERROR STATUS		0	1	0	1	1- SUSPENDED LICENSE (DSUS)	
						2- SUSPENDED REGISTRATION (RSUS)	
						3- CLOSED RULE (CLOS)	
						719	

REPORT: TFC1628  
DATE : 07/04/2010

AUTOMATED TRAFFIC SYSTEM  
MONTHLY MANAGEMENT REPORT  
WASHINGTON BORO COURT

PAGE 2  
JUNE

D. RESERVED CASES

1- RESERVED DECISION	0	0	0	0
2- RESERVED MOTION	0	0	0	0

E. FINANCIAL

1- TIME PAYMENTS (ADJUDICATED CASES)				329
2- AMOUNT OUTSTANDING \$	238	115,452	29,512	145,202
3- COLLECTIONS DURING MONTH\$	1,948	12,623	712	15,283
4- BAIL FORFEITURES \$	0	90	0	90
5- BAIL ACCOUNT BALANCES \$	0	1,681	0	1,681
6- SUSPENSE FUND BALANCE			\$	0
7- CASES ON OVER-PAYMENT STATUS				2
8- VALUE OF TOTAL NON-REFUNDED OVER-PAYMENTS			\$	5

H. TICKET ASSIGNMENT

1- ASSIGNED BUT NOT ISSUED:	
0-60 DAYS	128
60-121 DAYS	53
121-180 DAYS	7
181+ DAYS	70
TOTAL	258

2- ISSUED MONTHLY, BUT NOT ASSIGNED:	10
--------------------------------------	----

I. WORK MANAGEMENT (DAILY WORK VOLUME)

# OF CASES	
1- LOCAL POLICE TICKETS ARE GREATER THAN 4 DAYS FROM ISSUE DATE	10
2- STATE POLICE TICKETS ARE GREATER THAN 7 DAYS FROM ISSUE DATE	3
3- COURT DATE IS MORE THAN:	
A- 60 DAYS FROM TODAY	1
B- 90 DAYS FROM TODAY	6

J. CASE PROCESSING: FOLLOW-UP INCOMPLETE

1- TICKETS > 2 YRS BUT < 2 1/2 YRS.	
MOVING	0
PARKING	1
2- TICKETS > 2 1/2 YRS BUT < 3 YRS.	
MOVING	0
PARKING	0
3- TICKETS OVER 3 YRS OLD.	
MOVING	2
*PARKING	0
*DISMISSAL IS REQUIRED FOR PARKING.	

REPORT ID: CMC1628  
 RUN DATE : 07/03/2010  
 RUN TIME : 16:23

NJ AUTOMATED COMPLAINT SYSTEM  
 MONTHLY MANAGEMENT REPORT  
 WASHINGTON BORO COURT

PAGE: 1  
 RUN : MONTHLY

AS OF : 07/01/2010

A. COMPLAINT INVENTORY	INDICTABLE	DIS PERS	OTHER NON TRAF	TOTAL	F. NON-DISPOSED CASE STATUS	CASES
1. ADDED DURING MONTH	10	14	16	40	1. ISSUED AND PENDING TRIAL	67
2. DISPOSED DURING MONTH	11	44	18	73	2. ELIGIBLE FOR FTA - < 14 DAYS	1
					3. ELIGIBLE FOR FTA - > 14 DAYS	1
					4. CASE STATUS - FTA	16
					5. CASE STATUS BAD CHECK, UNDE	
					6. ELIGIBLE FOR WARRANT	
					A. ANY CASES NOT IN DSUS	15
					*B. ANY CASE IN DSUS	1
					7. ELIGIBLE FOR DSUS	
					**A. CASE STATUS - FTA	
					B. CASE STATUS - WARR	
					8. WARR OUTSTANDING -NOT ELIGIBLE FOR DSUS	171
					9. OTHER CASE STATUSES A) 1 - 60 DAYS	
					(HELD,MILI,RDEC, B) 61 - 120 DAYS	
					TRAF,EWAR) C) 121 - 180 DAYS	
					D) 181 + DAYS	
					10. OTHER CASES	
					TOTAL	271
C. ERROR REPORT (UNDISPOSED COMPLAINTS)						
OFFENSE ERROR STATUS				2	G. WORK FLOW MANAGEMENT	
					1. LOCAL COMPLAINTS ENTERED > 4 DAYS FROM ISSUED DATE	1
					2. STATE COMPLAINTS ENTERED > 7 DAYS FROM ISSUED DATE	
D. FINANCIAL SUMMARY - MONTHLY COLLECTIONS						
FINES	2165.00				*THIS NUMBER IS NOT INCLUDED IN TOTAL	
COSTS	378.00				**THIS NUMBER CAN BE INCLUDED IN ELIGIBLE	
MISC (VCCB)	1543.00				FOR WARRANT TOTALS	
TOTAL	4086.00					


E. TIME PAYMENTS ACCOUNTS - SUMMARY

	# OF ACCOUNTS	# OF COMPLAINTS	\$VALUE
1. OPEN AND RCAL	83	131	35860.36
2. DELINQUENT	9	9	1951.00
3. BAD CHECK	1	5	2145.00
4. ELIGIBLE DSUS	209	358	109519.28
5. DSUS STATUS	61	92	31485.14
6. TOTAL OUTSTANDING	363	595	180960.78

**Chief Financial Officer's Expenditure Report**  
**June 2010**

	Expenditure Subtotals	Expenditure Totals
<b>EXPENDITURES:</b>		
Voucher & Claims List 6/01/10		
Current Fund 01-Reserve Year Expenditures	435.84	
Current Fund 01-Current Year Expenditures	634,497.92	
Total Current Fund		634,933.76
Capital Fund 04-Expenditures		19,377.72
MSU Fund 05-Current Year Expenditures	3,345.30	
Total MSU-Fund 05		3,345.30
Animal Control Trust Fund 12-Expenditures		34.80
Recreation Trust Fund 16-Expenditures		500.00
Police Trust Fund 19-Expenditures:		
Clear Interfunds (D. Bohne, H. Tigar & Law Enforcement)		5,447.06
<b>Operating Fund Total</b>		<b>663,638.64</b>
Voucher & Claims List 6/15/10		
Current Fund 01-Reserve Year Expenditures	32.00	
Current Fund 01-Current Year Expenditures	195,732.97	
Total Current Fund		195,764.97
Capital Fund 04-Expenditures		156,472.25
MSU Fund 05-Current Year Expenditures	2,499.68	
Total MSU-Fund 05		2,499.68
Recreation Trust Fund 16-Expenditures		340.00
<b>Operating Fund Total</b>		<b>355,076.90</b>
<b>Adjustments:</b>		
<u>Payroll Entries for May:</u>		
Chk#3322 & #3323 (5/25/10 Current Acct.)		<77,677.22>
5/28/10 Payroll on V&C List 6/01/10		
<u>Payroll Entries for June:</u>		
Chk#3386 & #3387 (6/28/10 Current Acct.)		59,481.78
6/30/10 Payroll on V&C List 7/06/10		
<u>Wire Transfers:</u>		
March Health Benefits on V&C List 6/01/10		<20,195.53>
April Health Benefits on V&C List 7/06/10		20,195.53
<u>Handwritten Check:</u>		
Check#3388 on V&C List 7/06/10		125.00
<u>PNC Bank Loan Payment:</u>		
3/12/10 Interest on Fire Truck on V&C List 6/01/10		<8,825.10>
<b>TOTAL OPERATING FUND EXPENDITURES</b>		<b>991,820.00</b>
<b>GROUP FUND ESCROW-FUND 13</b>		
Voucher & Claims List 6/01/10		20,519.20
Voucher & Claims List 6/15/10		8,063.64
<b>Total Group Fund Escrow</b>		<b>28,582.84</b>

Chief Financial Officer's Expenditure Report  
June 2010

	Total Current Fund Deposits/Interest	Total Non-Current Disbursements	Total Current Fund for June 2010	Total Operating Fund Expenditures
<b>INVESTMENT CONCENTRATION/FUNDING ACCOUNT:</b>				
Balance as of 5/31/10			2,420,869.92	
Total Deposits			254,692.52	
Deposits	254,182.46			
Interest	510.06			
Interfunds	0.00			
Total Disbursements		188,016.81	803,803.19	991,820.00
Balance as of 6/30/10			1,871,759.25	
<b>*Disbursement Difference = Non-Current Accounts</b>				
General Capital Fund 04	175,849.97			
MSU Fund 05- Current Year	5,844.98			
Animal Control Fund 12	34.80			
Recreation Trust Fund 16	840.00			
Police Trust Fund 19	5,447.06			
<b>Total Non-Current Disbursements</b>	<b>188,016.81</b>			
Respectfully Submitted,				
				
Natasha Turchan				
Chief Financial Officer				
Prepared by: Susan Fleming				
July 9, 2010				

Washington Borough Office of Emergency Management  
100 Belvidere Ave  
Washington, NJ 07882

Frank LeClair  
Emergency Management Coordinator  
Email: [frank83fire@yahoo.com](mailto:frank83fire@yahoo.com)

**Date:** July 1st, 2010  
**TO:** Richard Phelan  
**FROM:** Frank R. LeClair  
**Re:** Quarterly Report

**Incidents:**

No major incidents have occurred involving Emergency Management in the last three months.

**Current & Continuing Projects:**

The Office of Emergency Management has split its time mostly between two continuing efforts. These are as follows.

- Working with the BASF Corporation to develop evacuation plans specific to a possible incident at their plant.
- Working with the County and State offices to develop a Pre-Disaster Mitigation Plan for flooding hazards in our areas.

Also being worked on is the continual update of our town's Emergency Operations Plan. (EOP) These are minor, yearly updates, such as updated personnel and contact information.


**Future Projects & Plans:**

This office plans to finalize the evacuation plans for BASF. Also, the State of New Jersey is considering to a more streamlined format for our municipal EOPs, which will require ours to be re-written into the Emergency Support Functions format; however, as of yet, nothing has become official.

**Budget:**

As of this date, no budget other than payroll appears to have been approved for this department.

Submitted.

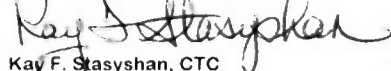


Frank LeClair, EMC  
Washington OEM

**Tax Collector's Revenue Report  
2010**

<u>REVENUE</u>	<u>JUNE 2010 REVENUE</u>	<u>REVENUE YEAR TO DATE</u>
2009 Real Estate Property Tax	55,908.33	305,121.89
2010 Real Estate Property Tax	120,146.41	7,566,646.26
2011 Real Estate Property Tax	0.00	0.00
6% Year-End Penalty	850.11	7,580.28
Interest and Costs on Taxes	9,751.69	43,768.44
Borough Clerk	0.00	27,137.06
Registrar	1,283.00	3,629.00
Public Library Fees	70.00	270.00
Investment Interest/Investment Account Interest	514.39	4,336.87
Tax Print-Out Copies	0.00	26.25
Tax Search	0.00	0.00
Return Check Fee	50.00	100.00
Subdivision Fee	0.00	120.00
Duplicate Bill Fee	0.00	96.00
Variance Fee	150.00	500.00
Landlord/Tenant Reg. Fee	925.00	4,080.00
CO Letters-Landlord/Tenant Fee	720.00	4,285.00
Zoning Application Fees	300.00	1,625.00
Fire Prevention Bureau Fees	594.00	4,864.00
Municipal Court	10,575.72	67,825.31
WBPD Garnishment Admin. Fees	0.00	6.00
WBPD Phone Deduction	0.00	30.00
Redemption O/L	0.00	894,587.15
Municipal Lien Redemption	0.00	3,497.10
Tax Sale Premiums	0.00	0.00
Tax Sale Ad Fee	0.00	0.00
SCART from Prosecutor	0.00	0.00
Petty Cash Reimbursement	0.00	0.00
Soil Erosion Fee	0.00	672.43
Site Plan Fee	0.00	0.00
Supplemental Energy Receipts	0.00	0.00
CMPTRA	0.00	9,661.10
Energy Receipts	0.00	0.00
NJ Balanced Housing Program	0.00	0.00
Veteran/Senior Citizen State Subsidies	0.00	0.00
CFMP(Green Community Grant)	0.00	3,000.00
Recycling Tonnage Grant	0.00	0.00
Cool Cities Grant	0.00	0.00
Small Cities State Grant	52,594.00	162,891.00
Smart Growth Grant	0.00	32,500.00
Div of Fire/Safety LEA Rebate	0.00	2,047.50
MC-Restitution	0.00	0.00
State Aid Hwys/Belvidere Ave. Sect. I	0.00	388,501.80
WT-General Bonds Proceeds	0.00	0.00
WT-BAN Proceeds	0.00	2,965,346.00
Extraordinary Aid	0.00	0.00
Highland Regional Master Plan-RMP Compliance Aid	0.00	0.00
Library State Aid	0.00	0.00
MC- Div of Motor Vehicle Fines	0.00	350.00
Municipal Alliance-WC Freeholders	0.00	3,023.71
Clean Communities Grant	0.00	12,192.00
Appropriation Refund-fr Gebhardt & Kiefer overpayment	8.88	4,002.74
TAN Proceeds	0.00	2,006,160.00
Interfunds	225.99	590,673.05
Body Armor-State	0.00	817.43
MRNA-Fr Court for stale dated checks cancelled	25.00	675.00
Feasibility Study-Police Dept	0.00	19,500.00
<b>TOTAL REVENUE</b>	<b>254,692.52</b>	<b>15,142,145.37</b>

Respectfully Submitted,



Kay F. Stasyshan, CTC  
Tax Collector

Prepared by: Kay F Stasyshan  
July 16, 2010



# SUPERIOR COURT OF NEW JERSEY

SOMERSET, HUNTERDON AND WARREN COUNTIES

VICINAGE 13

YOLANDA CICCONE  
ASSIGNMENT JUDGE



SOMERSET COUNTY COURT HOUSE  
P.O. BOX 3000  
SOMERVILLE, NEW JERSEY 08876  
(908) 231-7069

July 6, 2010

Richard Phelan, Borough Manager  
Borough of Washington  
100 Belvidere Avenue  
Washington, N.J. 07882-1426

Re: Proposed Inter-Local Services Agreement between the Borough of Washington (Warren County) and the Townships of Mansfield, Oxford and Washington (Warren County) to Provide for Sharing of Services by their Municipal Courts

Dear Mr. Phelan:

I am in receipt of your June 28, 2010 proposed Inter-Local Services Agreement ("Agreement") on behalf of the Borough of Washington ("Borough") to share municipal court services with the shared courts for the Townships of Mansfield, Oxford and Washington.

It is my understanding that you and Adriana Calderon, Municipal Division Manager, have communicated regarding this proposed Agreement, and that the following items were discussed and agreed to:

- A. The Second Deputy Court Administrator (DCA) that will be hired to serve in this 4-shared court relationship will be a Certified Municipal Court Administrator, or an individual close to obtaining certification.
- B. In order to assist with the transition of Washington Borough from a stand-alone court to a shared court relationship, the start date of the second DCA will be approximately two weeks prior to the effective date of this Agreement.
- C. On behalf of their respective municipalities, counsel for the Borough of Washington and the Townships of Mansfield, Oxford and Washington have reviewed, and approved, this proposed Agreement.
- D. The municipalities must approve this Agreement prior to its effective date, and a fully executed/signed copy will immediately be forwarded to the Municipal Division ("Division"). Upon receipt thereof, the Division will contact the Administrative Office of the Courts ("AOC") to commence the logistical transition process. The AOC needs approximately 60 days notice prior to the transition date becoming effective.

In reliance upon the above representations, and the proposed Inter-Local Services Agreement ("Agreement") attached hereto, I am approving this shared court relationship, albeit on the condition that the following items are submitted on behalf of the Borough of Washington's proposed Municipal Court for my review and approval:

1. Security Plan in compliance with the Statewide Municipal Court Security Policy, Administrative Directive #15-06 – Appendix K, dated September 22, 2006.
2. Proposed 2010 Calendar Year Budget in compliance with the Statewide Municipal Court Budget Package.
3. Written notification that the Borough of Washington's Municipal Court will proceed in compliance with the State's Joint/Shared Courts Checklist regarding the logistical details that must be completed in order for this court transition to occur – i.e., establishment of court bank accounts, notice of new court to external and internal customers, proper signage for new court, etc.
4. Written notification as to the proposed court sessions for the Borough of Washington's Municipal Court. Pursuant to *Court Rule 1:30-3 et seq.*, Presiding Judge Robert Schaul will review the court office hours and sessions proposed. Once approved, same will be forwarded by the Municipal Division to the Acting Administrative Director of the Courts, Judge Glenn A. Grant, for approval.

So as to not delay the process, the submission of the afore-mentioned items is not being required prior to my approval of the Agreement. However, in order for this court transition to occur by an **October 1, 2010** start date, the submission of these documents must be provided by **July 30, 2010**.

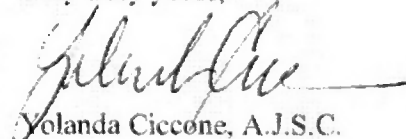
This information may be sent to the attention of Adriana Calderon, Municipal Division Manager, *via hard copy* to 40 North Bridge Street / P.O. Box 3000, Somerville, New Jersey 08876, *fax* to (908) 231-7632, or *e-mail* to [adriana.calderon@judiciary.state.nj.us](mailto:adriana.calderon@judiciary.state.nj.us).

Please proceed accordingly with this Agreement, and in providing the above-referenced items. Be advised, however, that while it is anticipated that the start date of this Agreement will be October 1, 2010, that will entirely depend upon the length of time it takes for the Municipal Division to receive a signed copy of the Agreement. The Division will then coordinate for the procedural details to be handled by the Court Administrator and the AOC.

Should you have any questions, please do not hesitate to contact Adriana Calderon at (908) 231-7508.

Thank you for your attention in this regard.

Very truly yours,



Yolanda Ciccone, A.J.S.C.

Enclosure

cc: See Attached Service List

cc: Hon. Robert F. Schaul, P.J.M.C.  
Hon. J. Edward Palmer, J.M.C.  
Mayor Samir Elbassiouny, Washington Township  
Mayor Scott McDonald, Washington Borough  
Mayor Don Niece, Oxford Township  
Mayor Ted Tomaszewski, Mansfield Township  
Eugene L. Farkas, T.C.A.  
Jerilynn Harris, C.M.C.A.  
Adriana M. Calderon, M.D.M.

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

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ 2010, among

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

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

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

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

WITNESSETH:

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

**WHEREAS**, *N.J.S.A. 2B:12-1(c)* provides that two or more municipalities may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court; and

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

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

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

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

I. SERVICES TO BE PROVIDED

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

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

- One (1) Municipal Court Judge
- One (1) Municipal Court Administrator (Full-Time)
- Two (2) Deputy Municipal Court Administrators (Full -Time)
- Two (2) Violations Clerks (Part-Time, Not to Exceed 16 hours/week)

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

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

B. Provider shall appoint and employ all court personnel, including the Shared Municipal Court Judge, Court Administrator, Deputy Court Administrator, Prosecutor, and security personnel each of whom shall provide their services for each respective Municipal Court. Pursuant to N.J.S.A. 40A:65-11, Recipient C has prepared an Employee Reconciliation Plan and filed the Plan with the Civil Service Commission. A copy of the Employee Reconciliation Plan is attached to this Agreement. No other party to this Agreement has employees who will be affected by the terms of this Agreement.

C. Provider shall ensure that the compensation of the Shared Municipal Court Judge, Court Administrator, Deputy Court Administrator and Prosecutor, and all other personnel shall be fixed by a salary ordinance, professional services contract or collective bargaining agreement in accordance with all applicable federal, state and local laws, regulations or ordinances governing such matters.

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

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

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

G. For 2010 only, Recipient C shall continue to use the municipal prosecutor it appointed for the year. For succeeding years of this Agreement, Recipient C shall appoint as its municipal prosecutor the Prosecutor appointed by Provider.

H. . If there is any future reduction in court staff for the Shared Municipal Court, the first \$40,735 of savings shall be deducted from Recipient C's share of the salaries and wages associated with the Shared Municipal Court to be paid to Provider as set forth in paragraph IV.A. below as the full cost of an additional full-time Deputy Court Administrator to be hired by Provider has been included in Recipient C's share of those expenses.

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

## II. LOCATION AND OPERATION OF COURT

A. The day-to-day operations, record keeping and administrative functions of the Court will be conducted at 100 Port Murray Rd., Port Murray, NJ 07865, in the facilities of the Provider.

B. The proceedings of the Court shall be held in the facilities of the Provider at 100 Port Murray Rd., Port Murray, NJ 07865. Pursuant to Court Rule 1:30-3, Shared Municipal Court sessions and the Court Office hours shall be established by the Municipal Court Judge, with approval from the Presiding Judge, Assignment Judge and Administrative Director of the Courts.

C. The identity of each municipal court shall continue to be shown in the captions of orders and process. Each party's records, revenues, fees and fines shall be administered, reported, deposited and audited separately. Provider shall determine the appropriate signs for the Shared Municipal Court. Provider shall provide appropriate stationery for each municipal court.

## III. SECURITY

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

#### IV. PAYMENT BY RECIPIENTS

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

Salaries & Wages				
	2010	2011	2012	2013
Provider	\$101,207	\$105,131	\$108,811	\$112,619
Recipient A	\$76,739	\$79,715	\$82,505	\$85,393
Recipient B	\$44,487	\$46,212	\$47,829	\$49,503
Recipient C	\$138,222	\$155,791	\$161,068	\$166,531
Subtotal	\$360,656	\$386,849	\$400,213	\$414,046

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

Other Expenses				
	2010	2011	2012	2013
Provider	\$8,725	\$6,310	\$6,531	\$6,760
Recipient A	\$6,616	\$4,785	\$4,952	\$5,126
Recipient B	\$3,835	\$2,774	\$2,871	\$2,971
Recipient C	\$9,445	\$6,831	\$7,070	\$7,318
Subtotal	\$28,621	\$20,700	\$21,424	\$22,175

NOTE: Initial "start-up costs" in the amount of \$7,921 have been allocated in the first-year Other Expenses. Said expenses are proportionally divided among Provider, Recipient A, B, & C.

#### V. DISTRIBUTION OF REVENUE

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

B. Monthly Court Related Revenue shall be distributed to each Recipient's Chief Financial Officer at the end of each month along with a report identifying the sources of that month's distribution.

#### VI. REPORTING

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

- Number of court cases originating from the Provider, Recipient A, Recipient B and Recipient C, broken down by motor vehicle violations, ordinance violations and other;
- Number of tickets/summons processed for the Provider, Recipient A, Recipient B and Recipient C;
- Funds transferred to the State of New Jersey;
- Funds transferred to Warren County;
- Fine revenue for the Provider, Recipient A, Recipient B and Recipient C;
- All other court revenue including court costs and interest, for the Provider, Recipient A, Recipient B and Recipient C.

#### VII. BOOKS AND AUDITS

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

#### VIII. RECORDS

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

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

#### IX. INSURANCE & INDEMNIFICATION

A. Insurance coverage shall be obtained by Provider that protects the Shared Municipal Court and its personnel from claims against them arising out of bodily injury, property damage, personal injury, or civil rights violations, and such other coverage as may



be necessary, without regard to whether the claim is attributable to Provider's cases or Recipients' cases. All Shared Municipal Court employees will be considered employees of Provider for the purposes of Worker's Compensation. Provider shall continue to provide liability insurance which protects Provider's employees and/or facilities

B. The parties to this Agreement recognize that the Shared Municipal Court employees are exclusively Provider's employees. Provider shall cover the cost of claims made by or against Shared Municipal Court employees and security personnel, including court costs and reasonable attorney's fees in defense of any and all claims against the employee, arising out of any act or omission of the employee, including but not limited to Workers Compensation claims, claims under the New Jersey Tort Claims Act, and State and Federal Civil Rights actions.

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

X. TERM OF AGREEMENT

This Shared Services Agreement shall commence \_\_\_\_\_, 2010, subject to approval by the Assignment Judge, and terminate December 31, 2013.

XI. EARLY TERMINATION

Any Recipients may terminate their participation in the agreement prior to the end of the term with no financial penalty being imposed, provided that (1) written notice of termination is given to all parties six (6) months in advance of the termination date; and (2) the termination date shall be no earlier than Dec. 31, 2012.

The Provider reserves the right to terminate the agreement in its entirety upon five (5) months notification to all Recipients with no financial penalty being imposed, no earlier than Dec. 31, 2012.

XII. ADDITIONAL PARTIES

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

XIII. UNIFORM SHARED SERVICES AND CONSOLIDATION ACT

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

XIV. MISCELLANEOUS PROVISIONS

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

whom notice is to be given, as set forth below:

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

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

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

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

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

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

**XV. COMPLETE AGREEMENT**

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

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

**ATTEST:**

**BOROUGH OF WASHINGTON**

\_\_\_\_\_  
Kristine Blanchard, Clerk

\_\_\_\_\_  
Scott McDonald, Mayor

**ATTEST:**

**TOWNSHIP OF OXFORD**

\_\_\_\_\_

\_\_\_\_\_

Sheila L. Oberly, Clerk

Don Niece, Mayor

**ATTEST:**

**TOWNSHIP OF WASHINGTON**

\_\_\_\_\_  
Mary Ann O'Neil, Clerk

\_\_\_\_\_  
Samir Elbassiouny, Mayor

**ATTEST:**

**TOWNSHIP OF MANSFIELD**

\_\_\_\_\_  
Dena Hrebenak, Clerk

\_\_\_\_\_  
Ted Tomaszewski, Mayor

**RESOLUTION #145-2010**

**A RESOLUTION TO REFUND TAX MONIES PER TAX COURT APPEAL**

**WHEREAS**, the Tax Collector has received a Tax Court Judgment for the year 2008 and 2009 for the property listed below:

<u>BLOCK</u>	<u>LOT</u>	<u>NAME OF OWNER/ PROPERTY LOCATION</u>	<u>YEAR</u>	<u>AMOUNT</u>
80	12	Washington Norse, LLC 7 Railroad Avenue	2008 Taxes	8,000.97
			2009 Taxes	12,975.08
			TOTAL	20,976.05

Refund payable to: Washington Norse LLC, c/o Skoloff & Wolfe, PC, Eisenhower Parkway, Livingston, NJ 07039.

**WHEREAS**, due to the Tax Court Judgment Docket #007121-2008, the assessed value for the improvements has been reduced from 1,253,700 to 1,061,600 which changes the amount of taxes due thus creating this overpayment.

**WHEREAS**, due to the Tax Court Judgment Docket #004345-2009, the assessed value for the improvements has been reduced from 1,253,700 to 961,600 which changes the amount of taxes due thus creating this overpayment.

**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 above tax overpayment.

The above Resolution was moved by \_\_\_\_\_, seconded by

\_\_\_\_\_, voted and carried this 20th day of July, 2010.

Roll Call:      Ayes:

Nays:

Abstentions:

\_\_\_\_\_  
Kristine Blanchard, Borough Clerk/RMC

CC: Kay F. Stasyshan, Tax Collector  
Block and Lot File  
Washington Norse LLC  
Paula Drake, Accounts Payable Clerk

**RESOLUTION NO. 147-2010**

**RESOLUTION AMENDING RESOLUTION 88-2010 WHICH MEMORIALIZED  
RECREATION FEES FOR 2010**

**WHEREAS**, Resolution 88-2010 was adopted on April 20, 2010 in order to establish recreation fees for park and pool activities for 2010; and

**WHEREAS**, the Mayor and Council have decided to amend several of the fees associated with the Borough Pool for 2010 as follows:

**Pool Membership (Season Passes)**

Borough Residents: Family - \$148.75; Individual - \$85; Senior – Free

Non-Residents: Family - \$225.25; Individual - \$127.50; Senior - \$42.50

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Washington, County of Warren, State of New Jersey, that the 2010 Recreation Fee schedule is hereby amended as stated above effective immediately.

**BE IT FURTHER RESOLVED**, that any pool patron that has previously purchased a 2010 season pass for the pool promptly be reimbursed for the difference between the original and amended fee.

**BE IT FURTHER RESOLVED**, that certified copies of this resolution are forwarded to the Chief Financial Officer.

**RESOLUTION #148-2010**  
**A RESOLUTION TO ADJUST SEWER BILLINGS IN**  
**ACCORDANCE WITH CHAPTER 70, SECTION 28B OF**  
**THE CODE OF THE BOROUGH OF WASHINGTON.**

**WHEREAS**, the Borough of Washington commenced operations of a municipal sewer utility in January of 1999; and

**WHEREAS**, certain facts have come to the attention of the Borough to justify modification of sewer service charges which have been reviewed by the Borough Manager; and

**WHEREAS**, notice has been provided to the owner(s) of the property or properties listed below of the action proposed to be taken with the date, time and place where the Mayor and Council will meet to consider change(s) in the E.D.U.'s assigned to the property or properties listed below; and

**WHEREAS**, all parties affected by this resolution will be notified of the action taken, in writing, and notified of an opportunity to appear, in person, at a formal hearing of the governing body, if dissatisfied with the decisions made herein.

**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 following changes in the sewer service charge(s) are approved:

<b>BLOCK/LOT</b>	<b>NAME/ADDRESS</b>	<b>REASON/ADJUSTMENT</b>
11/2	Michelle Warnick 25 State Street Washington, NJ 07882	Change in Use (2) to (1) E.D.U. Effective: July 2010

**BE IT FURTHER RESOLVED** that the Borough Clerk be directed to send a certified copy of this resolution to all parties affected by this resolution and advise them of their right to protest the decision and request a formal hearing before the governing body, as provided in Chapter 70, Section 13. If no protest is filed, the decisions contained herein shall be considered final.

The above Resolution was moved by \_\_\_\_\_,  
seconded by \_\_\_\_\_, voted and carried this  
20th day of July, 2010.

Roll Call:      Ayes:

Nayes:

Abstentions:

\_\_\_\_\_  
Kristine Blanchard, Clerk/RMC

cc: Sewer Utility Account  
Block/Lot File

07/15/10  
14:40:49

BOROUGH OF WASHINGTON  
Purchase Order Listing By Vendor Name

Page No: 1

BILL LIST 7/20/10

P.O. Type: All  
Range: First to Last  
Format: Detail with Line Item Notes  
Include Non-Budgeted: Y  
Received Date Range: 07/06/10 to 12/31/10  
Open: N Rcvd: Y Paid: Y  
Held: N Aprv: Y Void: N  
Bid: Y State: Y Other: Y

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
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ZOLA	ABBIE ZOLA													
10-00759	07/14/10	POOL MEMBERSHIP REDUCTION												
1	POOL MEMBERSHIP REDUCTION	9.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool	Membership Fee(Revenue A	07/14/10	07/15/10							N
	Tracking Id: 2911	Recreation Program Refunds (Exempt)												
	15% REDUCTION TO POOL MEMBERSHIP FEE													
	PAID PER COUNCIL'S DECISION ON 7/6/10													
Vendor Total:		9.75												

TUCKER	ADAM TUCKER													
10-00754	07/14/10	POOL MEMBERSHIP REDUCTION												
1	POOL MEMBERSHIP REDUCTION	15.00	T-16-00-861-000-847	B SWIM PROGRAM-Pool	Membership Fee(Revenue A	07/14/10	07/15/10							N
	Tracking Id: 2911	Recreation Program Refunds (Exempt)												
	15% REDUCTION TO POOL MEMBERSHIP FEE													
	PAID PER COUNCIL'S DECISION ON 7/6/10													
Vendor Total:		15.00												

ZIMMER	ADAM ZIMMER													
10-00782	07/15/10	REIMBURSEMENT OF TOOL												
1	REIMBURSEMENT OF TOOL	68.22	0-01-28-370-859-030	B RECREATION PKS&PLAYGR-MATERIAL&SUPPLIES	A	07/15/10	07/15/10							N
	Tracking Id: 1910	Hand Tools (Non-Powered) (Non-Exempt)												
	PULLEY AND CHAIN NEEDED TO INSTALL NETS													
	REQUIRED FOR MEN'S BASEBALL TO PLAY AT													
	BORO PARK													
Vendor Total:		68.22												

ADVANC	ADVANCE AUTO PARTS INC.													
10-00642	07/01/10	TRUCK CLEANING SUPPLIES												
1	TRUCK CLEANING SUPPLIES	61.53	0-01-25-255-000-025	B FIRE DEPT Vehicle Maint	A	07/01/10	07/14/10						6276015057812	N
	Tracking Id: 680	Cleaning Products (Non-Janitorial) (Exempt)												

Vendor # Name	PO # PO Date Description	Contract PO Type	First Rcvd Chk/Void	1099
Item Description	Amount Charge Account Acct Type Description	Stat/Chk Enc Date Date Date Invoice	Excl	
<hr/>				
TOWELS QTY 1 @ 2.59	\$ 2.59			
CHAMOIS QTY 3 @15.99	\$49.97			
DEGREASER QTY 1 @ 3.99	\$ 3.99			
GLASS CLEANER QTY 1 @ 2.99	\$ 2.99			
TIRE WET QTY 1 @ 3.99	\$ 3.99			
Vendor Total:	61.53			
ALLSPO ALL SPORTS				
10-00450 05/06/10 MISC SUPPLIES FOR THE PARK	B			
2 FIELD PAINT	222.00 0-01-28-370-859-030	B RECREATION PKS&PLAYGR-MATERIAL&SUPPLIES A	05/06/10 07/15/10	910/797
Tracking Id: 2550	Park & Playground Supplies (Non-Exempt)			
Vendor Total:	222.00			
FAWCETT ALLYSON FAWCETT				
10-00797 07/15/10 POOL MEMBERSHIP REDUCTION				
1 POOL MEMBERSHIP REDUCTION	26.25 T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/15/10 07/15/10	
Tracking Id: 2911	Recreation Program Refunds (Exempt)			
15% REDUCTION TO POOL MEMBERSHIP FEE				
PAID PER COUNCIL'S DECISION ON 7/6/10				
Vendor Total:	26.25			
FRANK AMY FRANK				
10-00698 07/13/10 POOL MEMBERSHIP REDUCTION				
1 POOL MEMBERSHIP REDUCTION	11.25 T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/13/10 07/15/10	
Tracking Id: 2911	Recreation Program Refunds (Exempt)			
15% REDUCTION TO POOL MEMBERSHIP FEE				
PAID PER COUNCIL'S DECISION ON 7/6/10				
Vendor Total:	11.25			
VANKIRK AMY VANKIRK				
10-00755 07/14/10 POOL MEMBERSHIP REDUCTION				
1 POOL MEMBERSHIP REDUCTION	2.25 T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10 07/15/10	
Tracking Id: 2911	Recreation Program Refunds (Exempt)			
15% REDUCTION TO POOL MEMBERSHIP FEES				



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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description	Stat/chk	Enc Date	Date	Date	Invoice	Excl

PAID PER COUNCIL'S DECISION ON 7/6/10

Vendor Total: 2.25

KASPEREE ANN KASPEREEN

10-00710 07/13/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/13/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 26.25

OBRIEN ANNABELLE O'BRIEN

10-00741 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	9.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 9.75

HAINES APRIL HAINES

10-00783 07/15/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/15/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 26.25

KULICK BARBARA KULICK

10-00792 07/15/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/15/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

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Purchase Order Listing By Vendor Name

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099	
	Item Description		Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Invoice	Excl

Vendor Total: 26.25

WRIGHT BETTY ANN WRIGHT

10-00758 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	7.50	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10				N
Tracking Id: 2911 Recreation Program Refunds (Exempt)									
15% REDUCTION TO POOL MEMBERSHIP FEE									
PAID PER COUNCIL'S DECISION ON 7/6/10									

Vendor Total: 7.50

BLUEDI BLUE DIAMOND DISPOSAL, INC.

10-00057 01/14/10 2010 SOLID WASTE COLLECTION CO-00012 C

10 JUN SOLID WASTE COLLECTION SER	24,000.00	0-01-26-305-000-028	B SOLID WASTE COLLECTION Contractual Svcs A	01/14/10	07/14/10		147716		N
Tracking Id: 3651 Waste Removal Services (Exempt)									

10-00324 03/26/10 2010 WASTE DISPOSAL COSTS B

6 JUNE 144/YDS VEGETATIVE WASTE	4,320.00	0-01-31-465-000-000	B SOLID WASTE DISPOSAL	A	03/26/10	07/14/10	147716		N
Tracking Id: 3616 Vegetative Waste Tipping Fees (Exempt)									
7 JUNE 145.37/TNS SOLID WASTE	10,175.90	0-01-31-465-000-000	B SOLID WASTE DISPOSAL	A	03/26/10	07/14/10	147716		N
Tracking Id: 3616 Vegetative Waste Tipping Fees (Exempt)									
DISPOSAL									

14,495.90

Vendor Total: 38,495.90

HRIC CAREN HRIC

10-00732 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	18.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10				N
Tracking Id: 2911 Recreation Program Refunds (Exempt)									
15% REDUCTION TO POOL MEMBERSHIP FEE									
PAID PER COUNCIL'S DECISION ON 7/6/10									

Vendor Total: 18.75

SHEMENSK CHAD SHEMENSKI

10-00794 07/15/10 POOL MEMBERSHIP REDUCTION

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Vendor # Name										
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099
Item Description			Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice
1		POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/15/10	07/15/10		N
		Tracking Id: 2911 Recreation Program Refunds (Exempt)								
		15% REDUCTION TO POOL MEMBERSHIP FEE								
		PAID PER COUNCIL'S DECISION ON 7/6/10								
		Vendor Total:	26.25							
RICE CHERYL L RICE										
10-00705	07/13/10	POOL MEMBERSHIP REDUCTION								
1		POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/13/10	07/15/10		N
		Tracking Id: 2911 Recreation Program Refunds (Exempt)								
		15% REDUCTION TO POOL MEMBERSHIP FEE								
		PAID PER COUNCIL'S DECISION ON 7/6/10								
		Vendor Total:	26.25							
FAY CHRISTIE FAY										
10-00697	07/13/10	POOL MEMBERSHIP REDUCTION								
1		POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/13/10	07/15/10		N
		Tracking Id: 2911 Recreation Program Refunds (Exempt)								
		15% REDUCTION TO POOL MEMBERSHIP FEE								
		PAID PER COUNCIL'S DECISION ON 7/6/10								
		Vendor Total:	26.25							
HOWLEY CHRISTINA HOWLEY										
10-00731	07/14/10	POOL MEMBERSHIP REDUCTION								
1		POOL MEMBERSHIP REDUCTION	18.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/14/10	07/15/10		N
		Tracking Id: 2911 Recreation Program Refunds (Exempt)								
		15% REDUCTION TO POOL MEMBERSHIP FEE								
		PAID PER COUNCIL'S DECISION ON 7/6/10								
		Vendor Total:	18.75							
PAGE CHRISTINA PAGE										
10-00742	07/14/10	POOL MEMBERSHIP REDUCTION								
1		POOL MEMBERSHIP REDUCTION	9.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/14/10	07/15/10		N
		Tracking Id: 2911 Recreation Program Refunds (Exempt)								

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Purchase Order Listing By Vendor Name

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099	
	Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl

15% REDUCTION TO POOL MEMBERSHIP FEES  
PAID PER COUNCIL'S DECISION ON 7/6/10

Vendor Total: 9.75

PALERMO CHRISTINE PALERMO

10-00707 07/13/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION 15.00 T-16-00-861-000-847

B SWIM PROGRAM-Pool Membership Fee(Revenue A

07/13/10 07/15/10

N

Tracking Id: 2911 Recreation Program Refunds (Exempt)

15% REDUCTION TO POOL MEMBERSHIP FEE  
PAID PER COUNCIL'S DECISION ON 7/6/10

Vendor Total: 15.00

THOMPSON CHRISTINE THOMPSON

10-00752 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION 24.75 T-16-00-861-000-847

B SWIM PROGRAM-Pool Membership Fee(Revenue A

07/14/10 07/15/10

N

Tracking Id: 2911 Recreation Program Refunds (Exempt)

15% REDUCTION TO POOL MEMBERSHIP FEE  
PAID PER COUNCIL'S DECISION ON 7/6/10

Vendor Total: 24.75

SIZEMORE CINDY SIZEMORE

10-00749 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION 9.75 T-16-00-861-000-847

B SWIM PROGRAM-Pool Membership Fee(Revenue A

07/14/10 07/15/10

N

Tracking Id: 2911 Recreation Program Refunds (Exempt)

15% REDUCTION TO POOL MEMBERSHIP FEES  
PAID PER COUNCIL'S DECISION ON 7/6/10

Vendor Total: 9.75

COMCAS COMCAST OF NORTHWEST

10-00400 04/20/10 MAY-JULY INTERNET&CABLEVISION

B

3 JULY 2010 INTERNET&CABLEVISION 80.15 0-01-31-440-000-000

B TELEPHONE

A

04/20/10 07/14/10

N

Tracking Id: 3330 Telecommunications (General) (Non-Exempt)

Vendor Total: 80.15

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099	
	Item Description			Amount	Charge Account	Stat/Chk	Enc Date	Date	Invoice	Excl

SHERMAN DANIELLE SHERMAN

10-00748 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEES						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 26.25

LEZON DAWN LEZON

10-00735 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	24.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 24.75

LOMBARDI DAWN LOMBARDI

10-00736 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 26.25

CHILDERS DEBBIE CHILDERS

10-00692 07/13/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	2.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/13/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 2.25

HOLZMAN DIANE HOLZMAN

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl
10-00730 07/14/10 POOL MEMBERSHIP REDUCTION									
1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/14/10	07/15/10			N
Tracking Id: 2911 Recreation Program Refunds (Exempt)									
15% REDUCTION TO POOL MEMBERSHIP FEE									
PAID PER COUNCIL'S DECISION ON 7/6/10									
Vendor Total:	26.25								
HENRY DONALD R. HENRY									
10-00658 07/12/10 2010 DENTAL/OPTICAL REIMBURSE.									
1 2010 DENTAL/OPTICAL REIMB.	900.00	0-01-23-220-000-000	B GROUP HEALTH INSURANCE	A	07/12/10	07/14/10			N
Tracking Id: 2040 Insurance & Insurance Services (Exempt)									
Vendor Total:	900.00								
BOWLBY DONNA BOWLBY									
10-00688 07/13/10 POOL MEMBERSHIP REDUCTION									
1 POOL MEMBERSHIP REDUCTION	15.00	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/13/10	07/15/10			N
Tracking Id: 2911 Recreation Program Refunds (Exempt)									
15% REDUCTION TO POOL MEMBERSHIP FEE									
PAID PER COUNCIL'S DECISION ON 7/6/10									
Vendor Total:	15.00								
TEDESCO DONNA TEDESCO									
10-00771 07/14/10 POOL MEMBERSHIP REDUCTION									
1 POOL MEMBERSHIP REDUCTION	7.50	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/14/10	07/15/10			N
Tracking Id: 2911 Recreation Program Refunds (Exempt)									
15% REDUCTION TO POOL MEMBERSHIP FEE									
PAID PER COUNCIL'S DECISION ON 7/6/10									
Vendor Total:	7.50								
BLEASE DR ROBERT R BLEASE									
10-00457 05/07/10 MAY-JUNE IMPOUNDING ANIMALS									
2 BROWN&BLACK TABBY CAT-WEST	63.00	T-12-00-850-000-828	B Contractual Svcs	A	05/07/10	07/14/10			N
Tracking Id: 212 Animal Control Services (Non-Exempt)									
WASHINGTON AVE-QUARANTINE									

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Vendor # Name										
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099
Item	Description	Amount	Charge	Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date Invoice	Excl
3	BLACK CAT/60 E. WASHINGTON AVE	63.00	T-12-00-850-000-828	B Contractual Svcs	A	05/07/10	07/14/10			N
	Tracking Id: 212 Animal Control Services (Non-Exempt)									
4	BLACK & TAN TABBY CAT/LAMBERT	63.00	T-12-00-850-000-828	B Contractual Svcs	A	05/07/10	07/14/10			N
	Tracking Id: 212 Animal Control Services (Non-Exempt)									
	STREET									
5	TORTIE DECLAWED CAT/CARLTON AV	63.00	T-12-00-850-000-828	B Contractual Svcs	A	05/07/10	07/14/10			N
	Tracking Id: 212 Animal Control Services (Non-Exempt)									
6	2/HUSKIES/BELVIDERE AVE&QUICK	126.00	T-12-00-850-000-828	B Contractual Svcs	A	05/07/10	07/15/10			N
	Tracking Id: 212 Animal Control Services (Non-Exempt)									
	CHEK-COURT CASE-REIMBURSEMENT									
7	CALICO CAT/BLEW BROS-246 EAST	63.00	T-12-00-850-000-828	B Contractual Svcs	A	05/07/10	07/14/10			N
	Tracking Id: 212 Animal Control Services (Non-Exempt)									
	WASHINGTON AVE									
8	3/KITTENS- 2 BLACK & 1 TABBY	150.00	T-12-00-850-000-828	B Contractual Svcs	A	05/07/10	07/14/10			N
	Tracking Id: 212 Animal Control Services (Non-Exempt)									
	-----	591.00								
10-00599	06/23/10 JUNE 2010 IMPOUNDING ANIMALS									
2	6/KITTENS BLEW BROS 246 EAST	300.00	T-12-00-850-000-828	B Contractual Svcs	A	07/02/10	07/14/10			N
	Tracking Id: 212 Animal Control Services (Non-Exempt)									
	WASHINGTON AVE									
3	2/KITTENS 264 WYOMING AVE	100.00	T-12-00-850-000-828	B Contractual Svcs	A	07/02/10	07/14/10			N
	Tracking Id: 212 Animal Control Services (Non-Exempt)									
	-----	400.00								
10-00600	06/23/10 JUNE-AUG IMPOUNDING ANIMALS									
3	GREY/WHITE & BLACK 2-KITTENS	126.00	T-12-00-850-000-828	B Contractual Svcs	A	06/23/10	07/14/10			N
	Tracking Id: 212 Animal Control Services (Non-Exempt)									
4	EUTHANIZED SQUIRREL	20.00	T-12-00-850-000-828	B Contractual Svcs	A	06/23/10	07/15/10			N
	Tracking Id: 212 Animal Control Services (Non-Exempt)									
	-----	146.00								
Vendor Total:		1,137.00								

EASTT EASTERN TIME INC.

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Vendor # Name										
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void	1099	
Item Description			Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice
-----										
10-00587 06/16/10 Security of building										
1		LIBRARY-FIRE ALARM MONITORING	306.00	0-01-29-390-000-029	B MUNICIPAL LIBRARY Other Contr Svcs	A	06/16/10	07/14/10		6750
		Tracking Id: 2990	Safety & Security (Non-Exempt)							
		Contract Period								
		6/12/10 - 6/11/11								
Vendor Total:			306.00							
WOTANOW EILEEN WOTANOWSKI										
10-00793 07/15/10 POOL MEMBERSHIP REDUCTION										
1		POOL MEMBERSHIP REDUCTION	39.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/15/10	07/15/10		
		Tracking Id: 2911	Recreation Program Refunds (Exempt)							
		15% REDUCTION TO POOL MEMBERSHIP FEE								
		PAID PER COUNCIL'S DECISION ON 7/6/10								
Vendor Total:			39.75							
DOWD ELIZABETH DOWD										
10-00786 07/15/10 POOL MEMBERSHIP REDUCTION										
1		POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/15/10	07/15/10		
		Tracking Id: 2911	Recreation Program Refunds (Exempt)							
		15% REDUCTION TO POOL MEMBERSHIP FEE								
		PAID PER COUNCIL'S DECISION ON 7/6/10								
Vendor Total:			26.25							
CZARNE ERIN CZARNECKI										
10-00693 07/13/10 POOL MEMBERSHIP REDUCTION										
1		POOL MEMBERSHIP REDUCTION	18.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/13/10	07/15/10		
		Tracking Id: 2911	Recreation Program Refunds (Exempt)							
		15% REDUCTION TO POOL MEMBERSHIP FEE								
		PAID PER COUNCIL'S DECISION ON 7/6/10								
Vendor Total:			18.75							
HAMILL ESTHER HAMILL										
10-00703 07/13/10 POOL MEMBERSHIP REDUCTION										
1		POOL MEMBERSHIP REDUCTION	7.50	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/13/10	07/15/10		





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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099	
Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl
-----										
2010										
10-00726 07/14/10 ENGINEERING SERV MAY-JUN 2010										
1 ENGINEERING SERV MAY 28-JUN 14	891.25	T-13-00-686-000-000	B	ESTATE OF DORIS HOFFMAN C/O NANCY NOEL	A	07/14/10	07/15/10		17339	N
Tracking Id: 2780		Professional Services - Engineering (Exempt)								
Vendor Total:		6,421.25								
DOLOBACH FLORENCE DOLOBACH										
10-00694 07/13/10 POOL MEMBERSHIP REDUCTION										
1 POOL MEMBERSHIP REDUCTION	11.25	T-16-00-861-000-847	B	SWIM PROGRAM-Pool Membership Fee(Revenue A		07/13/10	07/15/10			N
Tracking Id: 2911		Recreation Program Refunds (Exempt)								
15% REDUCTION TO POOL MEMBERSHIP FEE										
PAID PER COUNCIL'S DECISION ON 7/6/10										
Vendor Total:		11.25								
OAKLEY GAYLE OAKLEY										
10-00709 07/13/10 POOL MEMBERSHIP REDUCTION										
1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B	SWIM PROGRAM-Pool Membership Fee(Revenue A		07/13/10	07/15/10			N
Tracking Id: 2911		Recreation Program Refunds (Exempt)								
15% REDUCTION TO POOL MEMBERSHIP FEE										
PAID PER COUNCIL'S DECISION ON 7/6/10										
Vendor Total:		26.25								
HEYER HEYER, GRUEL & ASSOCIATES										
10-00722 07/14/10 PLANNING SERV THRU 5/31/10										
1 PLANNING SERV THRU 5/31/10	1,681.25	T-13-00-683-000-000	B	JADE ACQUISITION LLC-SITE PLAN	A	07/14/10	07/15/10		29848	N
Vendor Total:		1,681.25								
PURATE HIBRETT PURATEX										
10-00638 07/01/10 CHEMICALS FOR THE POOL B										
2 CHEMICALS FOR THE POOL	1,067.00	0-01-28-370-859-030	B	RECREATION PKS&PLAYGR-MATERIAL&SUPPLIES	A	07/01/10	07/15/10		H013942	N
Tracking Id: 2710		Pool Supplies (Non-Exempt)								
3 CHEMICALS FOR THE POOL	587.05	0-01-28-370-859-030	B	RECREATION PKS&PLAYGR-MATERIAL&SUPPLIES	A	07/01/10	07/15/10		H013941	N
Tracking Id: 2710		Pool Supplies (Non-Exempt)								

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Purchase Order Listing By Vendor Name

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl

1,654.05

Vendor Total: 1,654.05

HORIZON HORIZON FLOOR, LLC

10-00761 07/14/10 ARC-SMALL CITIES GRANT

1 ARC-SMALL CITIES GRANT-PASS 14,107.30 G-02-10-726-000-000

B SMALL CITIES (ARC)

A

07/14/10 07/14/10

N

Tracking Id: 2054 Inter-Governmental (Exempt)

THROUGH

LABOR

Vendor Total: 14,107.30

EVERETT IRENE EVERETT

10-00760 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION 7.50 T-16-00-861-000-847

B SWIM PROGRAM-Pool Membership Fee(Revenue A

07/14/10 07/15/10

N

Tracking Id: 2911 Recreation Program Refunds (Exempt)

15% REDUCTION TO POOL MEMBERSHIP FEE

PAID PER COUNCIL'S DECISION ON 7/6/10

Vendor Total: 7.50

ALBERTS JAIME ALBERTSON

10-00683 07/13/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION 26.25 T-16-00-861-000-847

B SWIM PROGRAM-Pool Membership Fee(Revenue A

07/13/10 07/15/10

N

Tracking Id: 2911 Recreation Program Refunds (Exempt)

15% REDUCTION TO POOL MEMBERSHIP FEE

PAID PER COUNCIL'S DECISION ON 7/6/10

Vendor Total: 26.25

GIOVANNE JAVIER GIOVANNETTI

10-00767 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION 26.25 T-16-00-861-000-847

B SWIM PROGRAM-Pool Membership Fee(Revenue A

07/14/10 07/15/10

N

Tracking Id: 2911 Recreation Program Refunds (Exempt)

15% REDUCTION TO POOL MEMBERSHIP FEE

PAID PER COUNCIL'S DECISION ON 7/6/10

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Purchase Order Listing By Vendor Name

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/void	1099	
	Item Description			Amount	Charge Account	Stat/Chk	Enc Date	Date	Invoice	Excl

Vendor Total: 26.25

KIRK JEANNE KIRK

10-00769 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	7.50	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 7.50

CENTAMOR JESSICA CENTAMORE

10-00690 07/13/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/13/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 26.25

QUELLY JEWELS QUELLY

10-00784 07/15/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/15/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 26.25

WARD JOANNE WARD

10-00772 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	7.50	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 7.50

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Purchase Order Listing By Vendor Name

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099	
	Item Description			Amount	Charge Account	Stat/Chk	Enc Date	Date	Invoice	Excl

MOSHER JOCELYN MOSHER

10-00739 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	7.50	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 7.50

GRAZIANO JOHN GRAZIANO

10-00702 07/13/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	9.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/13/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 9.75

WIESSLER KAREN WIESSLER

10-00756 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	9.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 9.75

BERGMANN KATHLEEN BERGMANN

10-00687 07/13/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/13/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 26.25

ALBRECHT KATHY ALBRECHT

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Purchase Order Listing By Vendor Name

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Vendor # Name										
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void	1099	
Item Description			Amount	Charge Account	Acct Type Description	Stat/chk	Enc Date	Date	Date	Invoice Excl
-----										
10-00684 07/13/10 POOL MEMBERSHIP REDUCTION										
1 POOL MEMBERSHIP REDUCTION			26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/13/10	07/15/10		N
Tracking Id: 2911 Recreation Program Refunds (Exempt)										
15% REDUCTION TO POOL MEMBERSHIP FEE										
PAID PER COUNCIL'S DECISION ON 7/6/10										
Vendor Total:			26.25							
SUITER KELLY SUITER										
10-00750 07/14/10 POOL MEMBERSHIP REDUCTION										
1 POOL MEMBERSHIP REDUCTION			24.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/14/10	07/15/10		N
Tracking Id: 2911 Recreation Program Refunds (Exempt)										
15% REDUCTION TO POOL MEMBERSHIP FEES										
PAID PER COUNCIL'S DECISION ON 7/6/10										
Vendor Total:			24.75							
FRUTCHEY KENNETH FRUTCHEY										
10-00699 07/13/10 POOL MEMBERSHIP REDUCTION										
1 POOL MEMBERSHIP REDUCTION			26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/13/10	07/15/10		N
Tracking Id: 2911 Recreation Program Refunds (Exempt)										
15% REDUCTION TO POOL MEMBERSHIP FEE										
PAID PER COUNCIL'S DECISION ON 7/6/10										
Vendor Total:			26.25							
SCHULZE KEREN SCHULZE										
10-00787 07/15/10 POOL MEMBERSHIP REDUCTION										
1 POOL MEMBERSHIP REDUCTION			11.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/15/10	07/15/10		N
Tracking Id: 2911 Recreation Program Refunds (Exempt)										
15% REDUCTION TO POOL MEMBERSHIP FEE										
PAID PER COUNCIL'S DECISION ON 7/6/10										
Vendor Total:			11.25							
CHEN KIM CHEN										
10-00691 07/13/10 POOL MEMBERSHIP REDUCTION										
1 POOL MEMBERSHIP REDUCTION			24.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/13/10	07/15/10		N

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Purchase Order Listing By Vendor Name

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl

Tracking Id: 2911 Recreation Program Refunds (Exempt)  
15% REDUCTION TO POOL MEMBERSHIP FEE  
PAID PER COUNCIL'S DECISION ON 7/6/10

Vendor Total: 24.75

HEALEY KIM HEALEY

10-00729 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	39.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10		N
Tracking Id: 2911 Recreation Program Refunds (Exempt)							
15% REDUCTION TO POOL MEMBERSHIP FEE							
PAID PER COUNCIL'S DECISION ON 7/6/10							

Vendor Total: 39.75

LEGKRIS KRISTEN LEGGIO

10-00790 07/15/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/15/10	07/15/10		N
Tracking Id: 2911 Recreation Program Refunds (Exempt)							
15% REDUCTION TO POOL MEMBERSHIP FEE							
PAID PER COUNCIL'S DECISION ON 7/6/10							

Vendor Total: 26.25

SHANAHAN LANA SHANAHAN

10-00747 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10		N
Tracking Id: 2911 Recreation Program Refunds (Exempt)							
15% REDUCTION TO POOL MEMBERSHIP FEES							
PAID PER COUNCIL'S DECISION ON 7/6/10							

Vendor Total: 26.25

CONNERS LAUREN CONNERS

10-00763 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	7.50	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10		N
Tracking Id: 2911 Recreation Program Refunds (Exempt)							
15% REDUCTION TO POOL MEMBERSHIP FEE							

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Purchase Order Listing By Vendor Name

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl

PAID PER COUNCIL'S DECISION ON 7/6/10

Vendor Total: 7.50

DESANTIS LAUREN DESANTIS

10-00765 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	7.50	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10				N
Tracking Id: 2911 Recreation Program Refunds (Exempt)									
15% REDUCTION TO POOL MEMBERSHIP FEE									
PAID PER COUNCIL'S DECISION ON 7/6/10									

Vendor Total: 7.50

KWIATEK LAUREN KWIATEK

10-00734 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	9.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10				N
Tracking Id: 2911 Recreation Program Refunds (Exempt)									
15% REDUCTION TO POOL MEMBERSHIP FEE									
PAID PER COUNCIL'S DECISION ON 7/6/10									

Vendor Total: 9.75

LINK LINK & SON CORP.

10-00593 06/17/10 PLUMBING REPAIRS & SUPPLIES

4 REBUILT SLOAN FLUSH VALVE AND	430.00	0-01-28-370-859-033	B RECREATION PKS&PLYGR-MAINTENANCE&REPAIRS A	06/17/10	07/15/10			33992	N
Tracking Id: 2670 Plumbing Equip Accessories & Supplies (Non-Exempt)									
REBUILT TWO SHOWER VALVES									

Vendor Total: 430.00

ELLER LISA ELLER

10-00704 07/13/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/13/10	07/15/10				N
Tracking Id: 2911 Recreation Program Refunds (Exempt)									
15% REDUCTION TO POOL MEMBERSHIP FEE									
PAID PER COUNCIL'S DECISION ON 7/6/10									

Vendor Total: 26.25



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Purchase Order Listing By Vendor Name

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Vendor # Name										
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099
Item Description			Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Invoice	Excl
-----										
MICHAUD LISA MICHAUD										
10-00737 07/14/10 POOL MEMBERSHIP REDUCTION										
1 POOL MEMBERSHIP REDUCTION			39.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/14/10	07/15/10		N
Tracking Id: 2911 Recreation Program Refunds (Exempt)										
15% REDUCTION TO POOL MEMBERSHIP FEE										
PAID PER COUNCIL'S DECISION ON 7/6/10										
Vendor Total: 39.75										
RUDDL LISA RUDD										
10-00659 07/12/10 2010 DENTAL/OPTICAL REIMBURSE.										
1 2010 DENTAL/OPTICAL REIMB.			900.00	0-01-23-220-000-000	B GROUP HEALTH INSURANCE	A	07/12/10	07/14/10		N
Tracking Id: 2040 Insurance & Insurance Services (Exempt)										
Vendor Total: 900.00										
NEGRON LORRAINE NEGRON										
10-00740 07/14/10 POOL MEMBERSHIP REDUCTION										
1 POOL MEMBERSHIP REDUCTION			26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/14/10	07/15/10		N
Tracking Id: 2911 Recreation Program Refunds (Exempt)										
15% REDUCTION TO POOL MEMBERSHIP FEES										
PAID PER COUNCIL'S DECISION ON 7/6/10										
Vendor Total: 26.25										
BERKE MACARENA LEON-BERKE										
10-00762 07/14/10 POOL MEMBERSHIP REDUCTION										
1 POOL MEMBERSHIP REDUCTION			26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/14/10	07/15/10		N
Tracking Id: 2911 Recreation Program Refunds (Exempt)										
15% REDUCTION TO POOL MEMBERSHIP FEE										
PAID PER COUNCIL'S DECISION ON 7/6/10										
Vendor Total: 26.25										
ENGLAN MARGARET ENGLAND										
10-00766 07/14/10 POOL MEMBERSHIP REDUCTION										
1 POOL MEMBERSHIP REDUCTION			7.50	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/14/10	07/15/10		N

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Purchase Order Listing By Vendor Name

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099	
	Item Description			Amount	Charge Account	Stat/Chk	Enc Date	Date	Invoice	Excl

Tracking Id: 2911 Recreation Program Refunds (Exempt)  
15% REDUCTION TO POOL MEMBERSHIP FEE  
PAID PER COUNCIL'S DECISION ON 7/6/10

Vendor Total: 7.50

VANDEU MARIANNE VAN DEURSEN

10-00706 07/13/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	18.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/13/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 18.75

HAMMOND MAUREEN HAMMOND

10-00728 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 26.25

BARILLAR MEG BARILLARI

10-00686 07/13/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	18.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/13/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 18.75

GASTON MELISSA GASTON

10-00700 07/13/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/13/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						

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Purchase Order Listing By Vendor Name

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099	
	Item Description			Amount	Charge Account	Stat/Chk	Enc Date	Date	Invoice	Excl

PAID PER COUNCIL'S DECISION ON 7/6/10

Vendor Total: 26.25

KNUDSON MELISSA KNUDSON

10-00733 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 26.25

DOMENIC MERIBETH DOMENIC

10-00695 07/13/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/13/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 26.25

PINTO MICHELLE PINTO

10-00745 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	18.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEES						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 18.75

MOJAK MITCHELL MOJAK

10-00738 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

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Purchase Order Listing By Vendor Name

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099	
	Item	Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Invoice	Excl

Vendor Total: 26.25

ABDELHAD MOHAMED ABDELHADY

10-00682 07/13/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/13/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 26.25

PAPARELL NEREIDA PAPARELLA

10-00791 07/15/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/15/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 26.25

SAWYER NICHOLE SAWYER

10-00788 07/15/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/15/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 26.25

NJWATR NJ AMERICAN WATER CO.INC

10-00674 07/13/10 JUNE 2010 HYDRANT CHARGES

1 JUNE 2010 HYDRANT CHARGES	5,359.90	0-01-25-265-001-073	B FIRE HYDRANTS Fire Hydrant Chgs	A	07/13/10	07/14/10	N
Tracking Id: 3615 Utilities - Water (Exempt)							

Vendor Total: 5,359.90

TENSFLED PAUL TENSFLEDT

10-00751 07/14/10 POOL MEMBERSHIP REDUCTION

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Purchase Order Listing By Vendor Name

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Vendor # Name										
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void	1099	
Item Description			Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice
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1		POOL MEMBERSHIP REDUCTION	9.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/14/10	07/15/10		N
		Tracking Id: 2911 Recreation Program Refunds (Exempt)								
		15% REDUCTION TO POOL MEMBERSHIP FEE								
		PAID PER COUNCIL'S DECISION ON 7/6/10								
Vendor Total:			9.75							
POLITO PAULA POLITO										
10-00746	07/14/10	POOL MEMBERSHIP REDUCTION								
1		POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/14/10	07/15/10		N
		Tracking Id: 2911 Recreation Program Refunds (Exempt)								
		15% REDUCTION TO POOL MEMBERSHIP FEE								
		PAID PER COUNCIL'S DECISION ON 7/6/10								
Vendor Total:			26.25							
WALTERS RACHEL WALTERS										
10-00795	07/15/10	POOL MEMBERSHIP REDUCTION								
1		POOL MEMBERSHIP REDUCTION	11.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/15/10	07/15/10		N
		Tracking Id: 2911 Recreation Program Refunds (Exempt)								
		15% REDUCTION TO POOL MEMBERSHIP FEE								
		PAID PER COUNCIL'S DECISION ON 7/6/10								
Vendor Total:			11.25							
ADINOLFE RALPH ADINOLFE										
10-00796	07/15/10	POOL MEMBERSHIP REDUCTION								
1		POOL MEMBERSHIP REDUCTION	15.00	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/15/10	07/15/10		N
		Tracking Id: 2911 Recreation Program Refunds (Exempt)								
		15% REDUCTION TO POOL MEMBERSHIP FEE								
		PAID PER COUNCIL'S DECISION ON 7/6/10								
Vendor Total:			15.00							
WIMMER RENAYE WIMMER										
10-00757	07/14/10	POOL MEMBERSHIP REDUCTION								
1		POOL MEMBERSHIP REDUCTION	2.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/14/10	07/15/10		N
		Tracking Id: 2911 Recreation Program Refunds (Exempt)								

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl

15% REDUCTION TO POOL MEMBERSHIP FEE  
PAID PER COUNCIL'S DECISION ON 7/6/10

Vendor Total: 2.25

HARTMAN REX HARTMAN

10-00768 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	7.50	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10				N
Tracking Id: 2911 Recreation Program Refunds (Exempt)									
15% REDUCTION TO POOL MEMBERSHIP FEE									
PAID PER COUNCIL'S DECISION ON 7/6/10									

Vendor Total: 7.50

COOPERSR RICK COOPERSMITH

10-00764 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	7.50	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10				N
Tracking Id: 2911 Recreation Program Refunds (Exempt)									
15% REDUCTION TO POOL MEMBERSHIP FEE									
PAID PER COUNCIL'S DECISION ON 7/6/10									

Vendor Total: 7.50

LAKO ROBIN LAKO

10-00789 07/15/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	24.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/15/10	07/15/10				N
Tracking Id: 2911 Recreation Program Refunds (Exempt)									
15% REDUCTION TO POOL MEMBERSHIP FEE									
PAID PER COUNCIL'S DECISION ON 7/6/10									

Vendor Total: 24.75

SKOOG ROGER J SKOOG, ESQ

10-00007 01/11/10 2010 MUNICIPAL PROSECUTOR SERV CO-00002 C

7 JUNE 2010 MUNICIPAL PROSECUTOR	1,800.00	0-01-25-275-000-028	B MUNICIPAL PROSECUTOR	A	01/11/10	07/14/10			N
Tracking Id: 2800 Professional Services - Legal (Exempt)									

Vendor Total: 1,800.00



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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099	
	Item Description			Amount	Charge Account	Stat/Chk	Enc Date	Date	Invoice	Excl

MCDONA SCOTT McDONALD

10-00708 07/13/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/13/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 26.25

DUFFYSEA SEAN DUFFY

10-00696 07/13/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/13/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 26.25

PARENTE SHANNON PARENTE

10-00743 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	22.50	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/14/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEES						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 22.50

APGAR SHARON APGAR

10-00685 07/13/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	7.50	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A	07/13/10	07/15/10	N
Tracking Id: 2911 Recreation Program Refunds (Exempt)						
15% REDUCTION TO POOL MEMBERSHIP FEE						
PAID PER COUNCIL'S DECISION ON 7/6/10						

Vendor Total: 7.50

PATTEN SHARON PATTEN



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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	chk/Void Date	Invoice	1099 Excl
10-00744 07/14/10 POOL MEMBERSHIP REDUCTION											
1 POOL MEMBERSHIP REDUCTION	9.75	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A			07/14/10	07/15/10				N
Tracking Id: 2911 Recreation Program Refunds (Exempt)											
15% REDUCTION TO POOL MEMBERSHIP FEES											
PAID PER COUNCIL'S DECISION ON 7/6/10											
Vendor Total:	9.75										
HEALTH STATE OF NEW JERSEY PENSIONS A											
10-00628 06/29/10 MAY 2010 HEALTH BENEFITS											
1 MAY 2010 HEALTH BENEFITS	20,714.26	0-01-23-220-000-000	B GROUP HEALTH INSURANCE			P650697	06/29/10	07/15/10	07/15/10		N
Tracking Id: 2353 Medical Insurance (Exempt)											
Vendor Total:	20,714.26										
GRAHAM SUE GRAHAM											
10-00701 07/13/10 POOL MEMBERSHIP REDUCTION											
1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A			07/13/10	07/15/10				N
Tracking Id: 2911 Recreation Program Refunds (Exempt)											
15% REDUCTION TO POOL MEMBERSHIP FEE											
PAID PER COUNCIL'S DECISION ON 7/6/10											
Vendor Total:	26.25										
THOJONES SUZANNE THORTON-JONES											
10-00753 07/14/10 POOL MEMBERSHIP REDUCTION											
1 POOL MEMBERSHIP REDUCTION	26.25	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A			07/14/10	07/15/10				N
Tracking Id: 2911 Recreation Program Refunds (Exempt)											
15% REDUCTION TO POOL MEMBERSHIP FEE											
PAID PER COUNCIL'S DECISION ON 7/6/10											
Vendor Total:	26.25										
KERKEND TAMMIE KERKENDALL											
10-00780 07/15/10 POOL MEMBERSHIP REDUCTION											
1 POOL MEMBERSHIP REDUCTION	15.00	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A			07/15/10	07/15/10				N
Tracking Id: 2911 Recreation Program Refunds (Exempt)											
15% REDUCTION TO POOL MEMBERSHIP FEE											

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl

PAID PER COUNCIL'S DECISION ON 7/6/10

Vendor Total: 15.00

TAESCHLE TAMMY TAESCHLER

10-00770 07/14/10 POOL MEMBERSHIP REDUCTION

1 POOL MEMBERSHIP REDUCTION	7.50	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/14/10	07/15/10			N
Tracking Id: 2911 Recreation Program Refunds (Exempt)									
15% REDUCTION TO POOL MEMBERSHIP FEE									
PAID PER COUNCIL'S DECISION ON 7/6/10									

Vendor Total: 7.50

NYTIME THE NEW YORK TIMES

10-00518 05/27/10 newspaper

1 newspaper subscription	608.40	0-01-29-390-000-033	B MUNICIPAL LIBRARY Books & Pubs	A	05/27/10	07/14/10			N
Tracking Id: 510 Books and Other Publications (Non-Exempt)									
Account #067651547									
7-Day service 5/17/10 - 5/15/11									

Vendor Total: 608.40

THYSSENK THYSSENKRUPP ELEVATOR CORP.

10-00472 05/11/10 JUNE-AUG 2010 ELEVATOR MAINT

3 JULY 2010 ELEVATOR MAINTENANCE	225.62	0-01-26-310-000-026	B BUILDINGS & GROUNDS Maint Other Equip	A	05/11/10	07/15/10	468302		N
Tracking Id: 1170 Elevator Maintenance (Non-Exempt)									

Vendor Total: 225.62

NJDEP TREASURER, STATE OF NJ/1989 GT

10-00559 06/07/10 1989 NJ GREEN TRUST LOAN PYMT

1 1989 NJ GREEN TRUST LOAN PYMT	10,221.37	0-01-45-940-000-000	B GREEN TRUST LOAN PRIN & INTEREST	P	715 06/07/10	07/15/10	07/15/10		N
Tracking Id: 971 Debt Service (Exempt)									
DUE BY 7/17/2010									

Vendor Total: 10,221.37

CORTES VIRGINIA A. CORTESE

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Vendor # Name											
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099	
Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl
-----											
10-00655 07/12/10 2010 DENTAL REIMBURSEMENT											
1	2010 DENTAL REIMBURSEMENT	900.00	0-01-23-220-000-000	B	GROUP HEALTH INSURANCE	A	07/12/10	07/14/10			N
Tracking Id: 2354		Medical Insurance (Non-Exempt)									
Vendor Total:		900.00									
WARPA WARREN MATERIALS INC.											
10-00300 03/22/10 BLACK TOP MATERIAL B											
6	9.5mm 0-.3 PG 64 -22 15% RAP	90.81	0-01-26-290-000-031	B	S & R Chemical,Gases,Road Materials&Supl	A	03/22/10	07/15/10	302 06705	N	
Tracking Id: 2950		Road Materials (Non-Asphalt) (Non-Exempt)									
4.96/TNS REMAINING BALANCE											
10-00550 06/03/10 ROAD MATERIAL B											
4	9.55MM 0-.03 PG 64-22 15% RAP	203.46	0-01-26-290-000-031	B	S & R Chemical,Gases,Road Materials&Supl	A	06/03/10	07/15/10	302 06705	N	
Tracking Id: 2930		Road Materials (Asphalt) (Non-Exempt)									
4.96/TNS AND ESCALATION-PARTIAL PAYMENT											
Vendor Total:		294.27									
WBPAY WASH. BOROUGH PAYROLL ACCOUNT											
10-00711 07/13/10 PAYROLL OF 7/15/10											
1	GEN.ADMIN.-F.T.-7/15/10 PAYR.	4,805.46	0-01-20-100-000-011	B	GENERAL ADMIN Full Time	P	3437	07/13/10	07/13/10	07/13/10	N
Tracking Id: 2560		Payroll (General) (Exempt)									
2	CLERK-F.T. 7/15/10 PAYROLL	2,781.17	0-01-20-120-000-011	B	CLERK - Full Time	P	3437	07/13/10	07/13/10	07/13/10	N
Tracking Id: 2560		Payroll (General) (Exempt)									
3	CLERK-P.T.-7/15/10 PAYROLL	62.50	0-01-20-120-000-012	B	CLERK Part Time	P	3437	07/13/10	07/13/10	07/13/10	N
Tracking Id: 2560		Payroll (General) (Exempt)									
4	FIN.ADMIN.-P.T. 7/15/10 PAYR.	1,049.49	0-01-20-130-000-012	B	FINANCIAL ADMINISTRATION-PART TIME	P	3437	07/13/10	07/13/10	07/13/10	N
Tracking Id: 2560		Payroll (General) (Exempt)									
5	FIN.ADMIN.-F.T.-7/15/10 PAYR.	2,602.83	0-01-20-130-000-011	B	FINANCIAL ADMIN Full Time	P	3437	07/13/10	07/13/10	07/13/10	N
Tracking Id: 2560		Payroll (General) (Exempt)									
6	TAX COLL.-F.T.-7/15/10 PAYROLL	4,468.46	0-01-20-145-000-011	B	TAX COLLECTION Full Time	P	3437	07/13/10	07/13/10	07/13/10	N
Tracking Id: 2560		Payroll (General) (Exempt)									
7	TAX ASSESSMENT-P.T. 7/15 PAYR.	1,525.74	0-01-20-150-000-012	B	TAX ASSESSMENT Part Time	P	3437	07/13/10	07/13/10	07/13/10	N
Tracking Id: 2560		Payroll (General) (Exempt)									
8	PLANNING BD.-P.T. 7/15/10 PAYR	155.32	0-01-21-180-000-012	B	PLANNING BOARD Part Time	P	3437	07/13/10	07/13/10	07/13/10	N
Tracking Id: 2560		Payroll (General) (Exempt)									
9	BD. OF ADJUSTMENT-7/15/10 PAYR	14.00	0-01-21-185-000-012	B	BOARD OF ADJ Part Time	P	3437	07/13/10	07/13/10	07/13/10	N

Vendor # Name		PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099	
Item Description		Amount	Charge Account	Acct Type Description			Stat/Chk	Enc Date	Date	Date	Invoice	Excl
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Tracking Id: 2560		Payroll	(General) (Exempt)									
10	EMERG. MGMT.-P.T. 7/15/10	PAYR	125.00 0-01-25-252-000-012	B EMERGENCY MGMT Part Time	P	3437	07/13/10	07/13/10	07/13/10			N
Tracking Id: 2560		Payroll	(General) (Exempt)									
11	FIRE & SAFETY-P.T. 7/15	PAYR.	993.17 0-01-25-265-000-012	B FIRE & SAFETY CODE ENF Part Time	P	3437	07/13/10	07/13/10	07/13/10			N
Tracking Id: 2560		Payroll	(General) (Exempt)									
12	STR. & RDS.-F.T. 7/15/10	PAYR.	12,491.16 0-01-26-290-000-011	B STREETS & ROADS Full Time	P	3437	07/13/10	07/13/10	07/13/10			N
Tracking Id: 2560		Payroll	(General) (Exempt)									
13	STR. & RDS.-SEASONAL 7/15/10		792.00 0-01-26-290-000-013	B STREETS & ROADS Seasonal	P	3437	07/13/10	07/13/10	07/13/10			N
Tracking Id: 2560		Payroll	(General) (Exempt)									
14	Pub.Bldgs.-PT 7/15 (SEE NOTES)		446.74 0-01-26-310-000-012	B BUILDINGS & GROUNDS Part Time	P	3437	07/13/10	07/13/10	07/13/10			N
Tracking Id: 2560		Payroll	(General) (Exempt)									
E.C.: -\$18. excess gross pd.		6/30	payr.									
15	SHADE TREE COMM.-7/15	PAYROLL	38.92 0-01-26-313-000-012	B SHADE TREE COMMISSION Part Time	P	3437	07/13/10	07/13/10	07/13/10			N
Tracking Id: 2560		Payroll	(General) (Exempt)									
16	ANIMAL CONTROL-P.T. 7/15	PAYR.	419.08 0-01-27-340-000-012	B ANIMAL CONTROL Part Time	P	3437	07/13/10	07/13/10	07/13/10			N
Tracking Id: 2560		Payroll	(General) (Exempt)									
17	MUN. LIBRARY-F.T. 7/15/10	PAYR	5,497.77 0-01-29-390-000-011	B MUNICIPAL LIBRARY Full Time	P	3437	07/13/10	07/13/10	07/13/10			N
Tracking Id: 2560		Payroll	(General) (Exempt)									
18	MUN. LIBRARY-P.T. 7/15/10	PAYR	150.00 0-01-29-390-000-012	B MUNICIPAL LIBRARY Part Time	P	3437	07/13/10	07/13/10	07/13/10			N
Tracking Id: 2560		Payroll	(General) (Exempt)									
19	MUN. COURT-F.T. 7/15/10	PAYR.	4,308.83 0-01-43-490-000-011	B MUNICIPAL COURT Full Time	P	3437	07/13/10	07/13/10	07/13/10			N
Tracking Id: 2560		Payroll	(General) (Exempt)									
20	MUN. COURT-O.T. 7/15/10	PAYR.	205.92 0-01-43-490-000-014	B MUNICIPAL COURT Overtime	P	3437	07/13/10	07/13/10	07/13/10			N
Tracking Id: 2560		Payroll	(General) (Exempt)									
21	MUN. COURT-P.T. 7/15/10	PAYR.	1,231.90 0-01-43-490-000-012	B MUNICIPAL COURT Part Time	P	3437	07/13/10	07/13/10	07/13/10			N
Tracking Id: 2560		Payroll	(General) (Exempt)									
22	RECR.-COMM.EXP. S&w-7/15	PAYR.	10,198.79 0-01-28-370-858-012	B RECREATION-COMMISSION EXP.-S&w-P.T.	P	3437	07/13/10	07/13/10	07/13/10			N
Tracking Id: 2560		Payroll	(General) (Exempt)									
23	STREETS & RDS.-O.T. 7/15/10		80.91 0-01-26-290-000-014	B STREETS & ROADS Overtime	P	3437	07/13/10	07/13/10	07/13/10			N
Tracking Id: 2560		Payroll	(General) (Exempt)									
			54,445.16									
<hr/>												
10-00712 07/13/10 SEWER PAYROLL 7/15/10												
1	SEWER-F.T. 7/15/10	PAYROLL	1,865.63 0-05-55-501-000-011	B SEWER OPERATING Full Time	P	4248	07/13/10	07/13/10	07/13/10			N
Tracking Id: 2560		Payroll	(General) (Exempt)									
Vendor Total:		56,310.79										

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Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/void	1099
Item Description	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date	Invoice	Exc1

WBPAYD WASHINGTON BOROUGH PAYROLL DED

10-00713 07/13/10 CURR.FICA/MED.FOR 7/15/10 PAY

1 CURR.FICA FOR 7/15/10 PAYROLL	3,492.38	0-01-36-472-000-000	B SOCIAL SECURITY	P	3438	07/13/10	07/13/10	07/13/10	N
Tracking Id: 3193			Social Security/Medicare						
2 CURR. MEDICARE FOR 7/15 PAYR.	816.77	0-01-36-472-000-000	B SOCIAL SECURITY	P	3438	07/13/10	07/13/10	07/13/10	N
Tracking Id: 3193			Social Security/Medicare						

4,309.15

10-00779 07/15/10 UNEMPL/DIS/FLI-2ND QTR. 2010

1 UNEMPL./WF -2ND QTR. 2010	2,821.15	T-18-00-001-000-000	B SUI (Unemployment) Trust	A		07/15/10	07/15/10		N
Tracking Id: 3315			SUI/SDI						
2 DISABILITY-2ND QTR. 2010	1,651.40	T-18-00-001-000-000	B SUI (Unemployment) Trust	A		07/15/10	07/15/10		N
Tracking Id: 3315			SUI/SDI						
3 FAMILY LEAVE INS.-2ND QTR.'10	330.28	T-18-00-001-000-000	B SUI (Unemployment) Trust	A		07/15/10	07/15/10		N
Tracking Id: 3315			SUI/SDI						

4,802.83

Vendor Total: 9,111.98

WASHNORS WASHINGTON NORSE LLC

10-00656 07/12/10 TAX COURT APPEAL REFUND

1 2008 TAX REFUND R#145-2010	8,000.97	0-01-55-205-000-000	B Tax Overpayments	A		07/12/10	07/14/10		N
Tracking Id: 3316			Tax Overpayments Refund (Exempt)						
2 2009 TAX REFUND-R#145-2010	12,975.08	0-01-55-205-000-000	B Tax Overpayments	A		07/12/10	07/14/10		N
Tracking Id: 3316			Tax Overpayments Refund (Exempt)						

20,976.05

Vendor Total: 20,976.05

WAONE WASHINGTON ONE STOP INC.

10-00350 04/05/10 PARK AND/OR FIELD SUPPLIES

B

21 SOAP, GLOVES. SKIMMER HEAD,	42.62	0-01-28-370-859-030	B RECREATION PKS&PLAYGR-MATERIAL&SUPPLIES	A		04/05/10	07/15/10	032658	N
Tracking Id: 2550			Park & Playground Supplies (Non-Exempt)						
SHOWER ROD, LINER & RINGS, TRIMMER LINE,									

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Vendor # Name										
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099
Item Description			Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	Date	Date Invoice	Excl
-----										
TRASH CAN LINERS, SPRAY PAINT & ROLLER, TISSUE AND STREAMER										
22		THERMOMETER, WALL CLOCK, TRASH	89.64	0-01-28-370-859-030	B RECREATION PKS&PLAYGR-MATERIAL&SUPPLIES	A	04/05/10	07/15/10	032735	N
Tracking Id: 2550 Park & Playground Supplies (Non-Exempt)										
BAGS, ROUNDUP, STRIPING PAINT & BATTERY										
23		HOSE, VALVE BALL, ADAPTERS,	46.25	0-01-28-370-859-030	B RECREATION PKS&PLAYGR-MATERIAL&SUPPLIES	A	04/05/10	07/15/10	032780	N
Tracking Id: 2550 Park & Playground Supplies (Non-Exempt)										
CLAMP, MOPHEAD, STRIPING PAINT AND DEODORERIZER BOWL FRESH										
24		POSTER BOARD, SPATULA, LETTERS	37.31	0-01-28-370-859-030	B RECREATION PKS&PLAYGR-MATERIAL&SUPPLIES	A	04/05/10	07/15/10	032796	N
Tracking Id: 2550 Park & Playground Supplies (Non-Exempt)										
WOMEN & MENS SUGNS, STENCILS, LABELS, ENS, MEMO BOOK, WITEOUT, PAPER CLIPS AND LIGHT BULBS										
			-----							
			215.82							
Vendor Total:			215.82							
WELFAR WELLS FARGO FINANCIAL LEASING,										
10-00594	06/23/10	AUG-SEPT KONICA COPIER LEASE		B						
2	AUG 2010	KONICA COPIER LEASE	584.79	0-01-20-100-000-028	B GENERAL ADMIN Contractual Services	A	06/23/10	07/15/10	6755283721	N
Tracking Id: 950 Copier Equipment (Non-Exempt)										
Vendor Total:			584.79							
HAYDUCSK WILLIAM HAYDUCSKO										
10-00785	07/15/10	POOL MEMBERSHIP REDUCTION								
1		POOL MEMBERSHIP REDUCTION	15.00	T-16-00-861-000-847	B SWIM PROGRAM-Pool Membership Fee(Revenue A		07/15/10	07/15/10		N
Tracking Id: 2911 Recreation Program Refunds (Exempt)										
15% REDUCTION TO POOL MEMBERSHIP FEE PAID PER COUNCIL'S DECISION ON 7/6/10										
Vendor Total:			15.00							
ZEEME ZEE MEDICAL SERVICE INC.										
10-00449	05/06/10	MEDICAL SUPPLIES FOR THE PARK		B						
2		MEDICAL SUPPLIES FOR THE PARK	285.22	0-01-28-370-859-030	B RECREATION PKS&PLAYGR-MATERIAL&SUPPLIES	A	05/06/10	07/15/10	0113240619	N

07/15/10  
14:40:49

BOROUGH OF WASHINGTON  
Purchase Order Listing By Vendor Name

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Vendor # Name											
PO #	PO Date	Description	Contract	PO Type		First	Rcvd	Chk/Void		1099	
Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Date	Date	Invoice	Excl	

Tracking Id: 2550      Park & Playground Supplies (Non-Exempt)

Vendor Total:      285.22

Total Purchase Orders:    134    Total P.O. Line Items:    175    Total List Amount:    198,925.70    Total Void Amount:    0.00

07/15/10  
14:40:49

BOROUGH OF WASHINGTON  
Purchase Order Listing By Vendor Name

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Fund Description	Fund	Budget Total	Revenue Total
OPERATING FUND	0-01	166,490.69	0.00
SEWER OPERATING FUND	0-05	1,865.63	0.00
Year Total:		168,356.32	0.00
FEDERAL & STATE GRANT FUND	G-02	14,107.30	0.00
ANIMAL CONTROL FUND	T-12	1,137.00	0.00
DEVELOPER'S ESCROW FUND	T-13	8,838.50	0.00
RECREATION TRUST	T-16	1,683.75	0.00
UNEMPLOYMENT TRUST FUND	T-18	4,802.83	0.00
Year Total:		16,462.08	0.00
Total of All Funds:		198,925.70	0.00