

BOROUGH OF WASHINGTON, WARREN COUNTY, NJ
COUNCIL AGENDA
December 6, 2011
7:30 PM

STATEMENT OF ADEQUATE NOTICE:

ROLL CALL: Clerk will call the Roll

CORRESPONDENCE:

Proposed Lease Agreements – Norfolk Southern Railroad

MINUTES:

Regular Meeting of November 14, 2011

AUDIENCE:

Remarks, petitions, statements and testimony from guests

ORDINANCES:

None

REPORTS

Borough Manager Reports
Municipal Court Report
CFO Report November

COMMITTEE REPORTS

Codebook

OLD BUSINESS:

None

NEW BUSINESS:

1. Approval of Raffle Application – Washington Borough PTO
2. Snow Removal – Business Improvement District (PB)
 - a. Transcript of Training Seminar (Statewide Insurance (DH)
3. Resolution 189-2011 Release of Escrow – Quelly
4. Resolution 190-2011 Authorizing an Award of Contract for the Supply of Renewable Energy Based Electricity to the Borough's Wastewater Treatment Plant and DPW Garage
5. Resolution 191-2011 Absence from Meeting Policy
6. Resolution 192-2011 Budget Transfers for Year 2011 Appropriations
7. Resolution 193-2011 Cancel Receivable Balances and Corresponding Reserve Balances for Various Grants
8. Resolution 194-2011 Release of Performance and Surety Bonds Park Hill Apartments
9. Resolution 195-2011 Refund of Overpayment Prior/Current Year Taxes
10. Resolution 196-2011 Refund of Overpayment Prior Year Taxes

VOUCHERS:

List Attached

RECAP

COUNCIL REMARKS:

Remarks, Reports, Discussions

EXECUTIVE SESSION:

Resolution 197-2011 Authorizing Executive Session

ADJOURNMENT: _____ P.M.



RICHARD D. PHELAN

BOROUGH MANAGER

MEMORANDUM

TO: Mayor and Council

CC: Kristine Blanchard
Natasha Turchan
Richard Cushing

FROM: Richard Phelan 

DATE: November 29, 2011

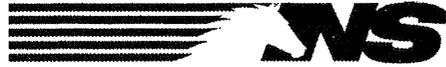
SUBJECT: Proposed Lease Agreements – Norfolk Southern Railroad

Attached to this memorandum are the proposed lease Agreements from Norfolk Southern Railroad (NSRR) as it relates to the railroad properties off of North Jackson Ave. and in-between South Lincoln Ave. and Broad St. The agreement is quite specific as to the terms and conditions, to which the railroad has advised that these terms are final; save for one. Specifically, I am referring to Article 3 which indicates that there will be a \$750/year/property fee to lease the properties. I have reached out to NSRR today to see if they could lower the cost to a more reasonable amount, to which they are reviewing and will get back to me. I reminded them that NSRR offered the resident at 79 N. Jackson (Bill Dehaas) a similar lease for \$100/year (even though he refused), so I was a little confused why the amount was so high for the Borough. They advised that their rates for commercial rates are different that that of residential rates. To that end, they have agreed to lower the price to \$500/year/property, which equates to an additional \$1,000/year that needs to be paced in the municipal budget.

With the above in mind, I ask that Council please review the terms and conditions of the lease to see if you are in agreement. Additionally, I am copying the Borough Attorney on this as well so he can provide a comment as to the form of Agreement as well.

Once approved by Council, NSRR will amend the dollar amount currently listed on the Agreement as noted above, and we can have a resolution authorizing this agreement placed on an upcoming agenda. It should be noted that even though NSRR is providing that the Borough may “maintain” said properties, we would not be permitted to do so as it would be contrary to the Borough’s ordinance relating to maintenance of private roads. In this instance, we would only be providing snow/ice control services.

As always feel free to contact me should you have any questions.



Norfolk Southern Corporation
Real Estate and Contract Services
1200 Peachtree Street, NE, 12th Floor
Atlanta, Georgia 30309-3579

Suzanne L. Congdon
Property Agent
My Direct Line Is:
Phone: (404) 962-5808
Fax: (404) 653-3436
E-Mail: suzanne.congdon@nscorp.com

November 21, 2011
Activity 1161686

UPS GROUND

Mr. Richard Phelan
Borough of Washington
100 Belvidere Avenue
Washington, New Jersey 07882

RE: **Washington, Warren County, New Jersey** – Proposed Lease Agreement (“Lease”) between Norfolk Southern Railway Company (“Landlord”) and Borough of Washington (“Tenant”), concerning real property having an area of 0.49 acres, more or less, located at Milepost 67.20; \$750.00 annual rent;

Dear Mr. Phelan:

Enclosed are duplicate originals of the referenced Lease for your handling for execution and witnessing. Thereafter, return both originals to me for execution on behalf of Landlord, after which a fully-executed original will be returned to you for your file. DO NOT DATE the Lease, as we will do so at the time of Landlord’s execution. Below are the items required by Landlord in order to complete the file:

- Both originals of the Lease, signed and witnessed on behalf of Borough of Washington.
- A check in the amount of \$750.00, payable to Norfolk Southern Railway Company, for the first rental payment.
- Fax a copy of the Certificate of Insurance, as required by Paragraph 21 of the Lease, to my attention at 404-653-3436, and forward the original directly to: Risk Manager, Norfolk Southern Corporation, Three Commercial Place, Norfolk, VA 23510-2191. Instruct your insurance company to name Norfolk Southern Railway Company as an additional insured and certificate holder. For answers to questions concerning the insurance requirements, please contact Mr. Scott Dickerson at (757) 629-2364 or email NSRISK1@nscorp.com. (Sample Certificate of Insurance enclosed)

The Certificate of Insurance must be approved and the Lease fully-executed before occupation of the property can be permitted.

The terms and conditions of this Lease shall be valid for thirty (30) calendar days from the date of this letter. If you are unable to execute the Lease within the thirty (30) calendar day time frame, please advise this office in writing of your intent or risk cancellation of your file.

Your cooperation is appreciated. If you have any questions regarding this matter, please contact me referring to the activity number above.

Sincerely,

Suzanne L. Congdon

Enclosure
1161686/ Imanage #v1/IDL

LEASE

THIS LEASE, made and entered into this ____ day of _____, 20____ by and between NORFOLK SOUTHERN RAILWAY COMPANY (hereinafter styled "Company"), a Virginia corporation, and BOROUGH OF WASHINGTON (hereinafter styled "Lessee"), a New Jersey government entity, whose address is _____.

WITNESSETH:

The parties hereto hereby agree as follows:

ARTICLE 1. Company, insofar as its right, title, and interest enable it so to do, and without warranty, and in consideration of the covenants of Lessee, hereby grants unto Lessee the right to occupy and use for the purpose or purposes hereinafter mentioned:

The property at Washington, Warren County, New Jersey, having an area of 0.49 of an acre, more or less, the location of which is substantially as shown on the print dated October 20, 2011, attached hereto and made a part hereof as "Exhibit A" (hereinafter "Premises").

Company reserves unto itself, and its permittees, the right to maintain, operate, renew and reconstruct upon, under, or over the Premises any existing or future pipe, electrical, telecommunications, signal lines, or any other facilities of like character. Lessee agrees that its occupation and use of the Premises is subject to any or all such rights and uses and to such rights as the owners or users thereof may have to use any road or highway, or portion thereof, which may be located upon or which may traverse the Premises.

ARTICLE 2. Lessee will use the Premises for the purpose of the removal of snow and maintaining roadway and for no other purpose without the written consent of Company. Lessee may not assign this Lease or sublease all or any part of the Premises without the prior written consent of Company, nor shall Lessee, except with such written consent, permit the Premises to be used for any purpose by any other party, firm or corporation.

ARTICLE 3. Lessee will pay unto Company as rent the sum of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), payable semi-annually in advance, beginning as of the December 1, 2011, which is the effective date hereof. In the event Lessee fails to pay the rent or any other payment called for under this Lease on or before the due date, Lessee shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%). All payments of rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Company at P.O. Box 116944, Atlanta, Georgia 30368-6944, or such other address as Company may designate in any invoice delivered to Lessee.

ARTICLE 4. Lessee will assume and pay amounts sufficient to cover all property taxes on the Premises and all other taxes, license fees, or other charges assessed or levied because of Lessee's use of the Premises or the business conducted by Lessee upon the Premises.

ARTICLE 5. Lessee will not construct or install upon the Premises any buildings, structures, or improvements unless specifically permitted herein or by written consent of Company.

ARTICLE 6. Lessee shall obtain all permits, certificates, licenses, and authorizations required by any governmental authority for any improvements to or use of the Premises.

ARTICLE 7. Lessee shall pay, satisfy, and discharge all claims, judgments or liens for material and/or labor, used or employed by Lessee or its agents upon the Premises.

ARTICLE 8. Company shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Lessee shall place any and all utility and service related bills in its name and shall timely pay the same.

ARTICLE 9. In its use and occupancy of the Premises, Lessee will maintain the Premises in a neat and sanitary condition and will comply with the requirements of all federal, state, and local safety, health, environmental, and sanitation laws, governmental regulations, and ordinances, and Lessee hereby agrees to indemnify and save harmless Company, its officers, agents, and employees, and the Additional Indemnified Parties from and against all losses, fines, penalties, liabilities and costs arising or growing out of any failure to fully observe such laws, governmental regulations and ordinances.

ARTICLE 10. Lessee shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety. Lessee shall not install any underground tanks or associated underground piping for the storage of any product on the Premises without the express written consent of Company given prior to installation. Lessee shall not dispose of any wastes

of any kind, whether hazardous or not, on the Premises, and Lessee shall not conduct any activity on the Premises which may or does require a hazardous waste treatment, storage or disposal facility permit from any federal or state agency.

ARTICLE 11. If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Company and Lessee as of such date. All condemnation awards shall belong to Company.

ARTICLE 12. Lessee hereby agrees to indemnify and save harmless Company, its officers, agents, and employees, and the Additional Indemnified Parties from and against all losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses (including attorneys' fees) for personal injury to or death of any person or persons whomsoever, including, but not limited to, Lessee's agents, workmen, servants or employees, and damage to or destruction of any property whatsoever arising from or growing out of, directly or indirectly, the presence of Lessee, its agents, servants or employees upon or about the Premises or in connection with the lease rights herein granted, whether or not such losses, fines, penalties, liabilities, claims, demands, causes of action, costs or expenses shall have been contributed to by the negligence of any of the indemnitees.

ARTICLE 13. Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Company, Lessee shall assume sole responsibility for and shall indemnify, save harmless, and defend the Company, its officers, agents and employees and the Additional Indemnified Parties from and against all claims, actions, or legal proceedings arising in whole or in part, from the conduct of Lessee's operations, or the placement of Lessee's equipment or other property, within twenty-five feet (25') of Company's tracks, if any, located on or adjacent to the Premises.

ARTICLE 14. This Lease shall continue in effect from the date hereinabove set forth until terminated by either party upon thirty (30) days' prior written notice to the other party, except that if Lessee shall fail to pay the of rentals or any other amount due hereunder within ten (10) days after the due date thereof, or violate any other covenants herein, and not cure such violation within ten (10) days after written notice from Company, Company may, in addition to any remedy available at law or in equity, do any one or more of the following: (a) terminate this Lease by written notice to Lessee, or (b) perform any unperformed obligation of Lessee, in which event any sums expended by Company shall be repaid by Lessee, as additional rental, within ten (10) days of demand therefore by Company. No termination of this Lease will relieve either party hereto from any obligation incurred hereunder prior to such termination. If Lessee remains in possession of the Premises after termination of this Lease with Company's written consent, Lessee shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the rental rate shall become two times the then current rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Lessee waives any right that it may have to additional notice pursuant to applicable law. If Lessee remains in possession of the Premises after termination of this Lease without Company's written consent, Lessee shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Company any damages resulting from such holdover, Lessee shall pay rental at the rate of three times the then current rental. In such circumstance, acceptance of rental by Company shall not constitute consent or agreement by Company to Lessee's holding over and shall not waive Company's right to evict Lessee immediately.

ARTICLE 15. Upon any termination of this lease, Lessee will vacate the Premises immediately, remove all improvements owned by or placed thereon by Lessee, and leave the Premises, including the subsurface, in as good order and condition as said Premises were prior to the use and occupation thereof by Lessee and free from holes, obstructions, debris, wastes, or contamination of any kind. If Lessee fails to vacate the Premises prior to the date that Lessee is required to vacate such Premises, Company may, in addition to any other legal remedy it may have, re-enter and take possession of said Premises, oust Lessee and all persons holding under Lessee, and restore or arrange to restore the surface and subsurface of the Premises, at Lessee's expense.

ARTICLE 16. Lessee shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Company, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$1,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Lessee's contractual liability hereunder, (c) cover Lessee and Company for liability arising out of work performed by any third parties for Lessee in or about the Premises, (d) name the Company and its subsidiaries and affiliates as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Company. Any property insurance maintained by Lessee on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Company. Lessee shall deliver certificates of insurance evidencing the insurance required hereinabove to Company simultaneously with the execution of this Lease by Lessee, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Company. If Lessee fails to obtain the necessary coverages, Company may do so at Lessee's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Company's Risk Management Department, Three Commercial Place, Norfolk, Virginia 23510, simultaneously with the execution of this Lease by Lessee. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Lessee hereunder and shall not waive Company's right to seek a full recovery from Lessee.

ARTICLE 17. Lessee agrees to pay all costs and expenses, including, but not limited to, reasonable attorneys' and consultants' fees, incurred by Company in connection with enforcing the performance of any of the provisions of this Lease.

ARTICLE 18. If any provision of this Lease, or the application thereof to any person or circumstances, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforceable to the fullest extent permitted by law. The provisions of Articles 9, 12, 13, 14, 15 and 17 shall survive the expiration or earlier termination of this Lease.

ARTICLE 19. The parties hereto agree that the Additional Indemnified Parties referred to in Article 9, Article 12 and Article 13 hereof are all of the corporate subsidiaries and affiliates of Company and all of their respective officers, agents and employees.

ARTICLE 20. Lessee accepts the Premises "as is" without warranty of any kind, whether express or implied, including, without limitation, any warranty of quiet enjoyment, the implied warranties of merchantability, habitability, or fitness for a particular purpose or any other implied warranties. Company shall not be liable for, and Lessee hereby releases Company from all claims for economic losses and all other damage of any nature whatsoever accruing to Lessee, including, but not limited to the value of any property of Lessee upon the Premises, resulting from or arising by reason of any deficiency, insufficiency or failure of title of Company. This Lease contains the entire agreement of the parties hereto as to the Premises, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

ARTICLE 21. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, or when deposited with a nationally recognized courier for overnight delivery, and addressed to Company or Lessee, as the case may be, at the address set forth below.

Company:

Lessee:

Director
Real Estate
Norfolk Southern Corporation
1200 Peachtree Street, NW, 12th Floor
Atlanta, Georgia 30309-3579

Mr. Richard Phelan
Borough of Washington
100 Belvidere Avenue
Washington, NJ 07882

ARTICLE 22. This Lease is subject to the terms and conditions set forth on Exhibit B (Special Conditions), attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate, each being an original, as of the date hereinafter first recited.

NORFOLK SOUTHERN RAILWAY COMPANY

BOROUGH OF WASHINGTON

By _____

By _____

[Title]

[Title]



Page 1 of 2

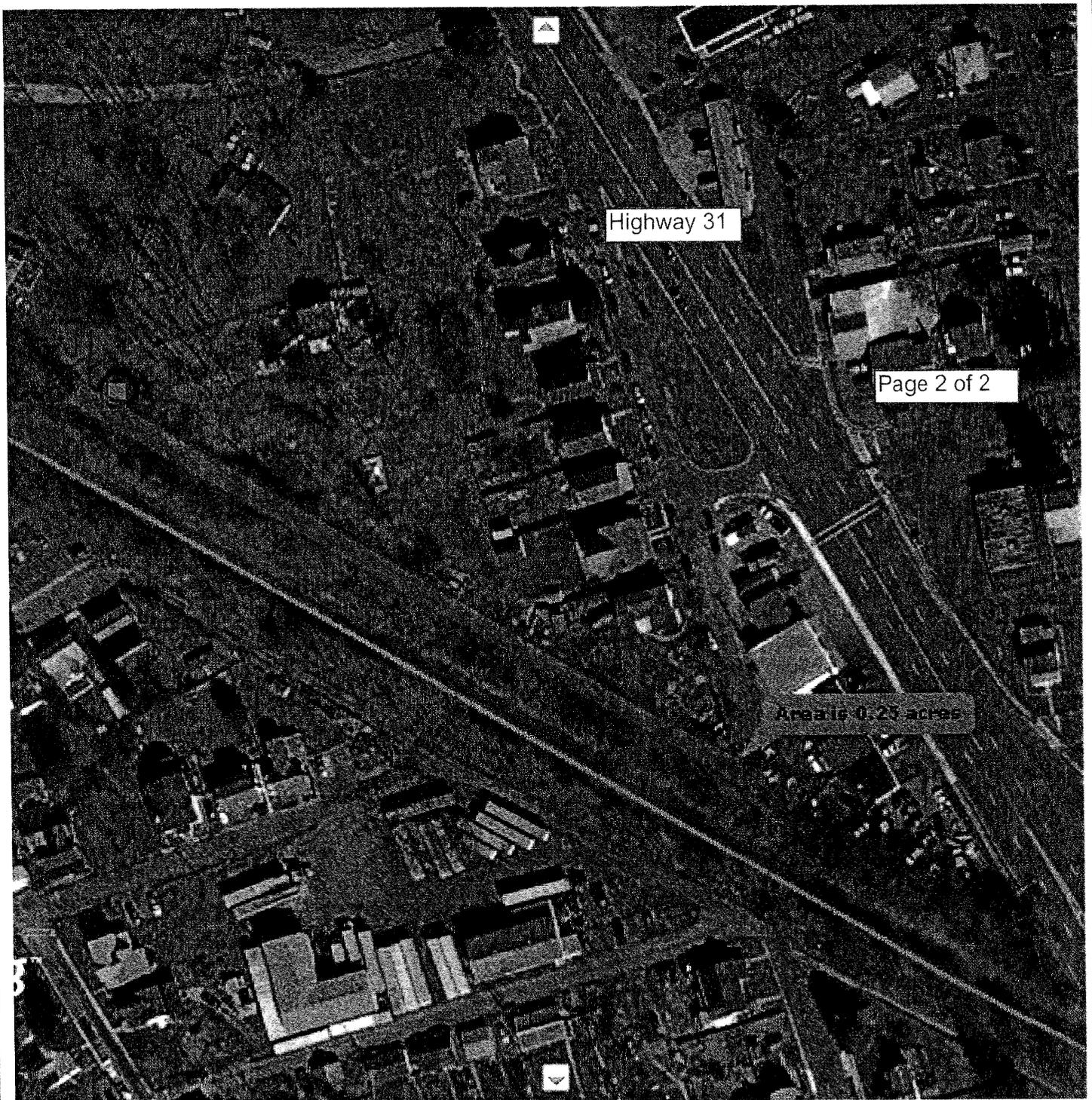
Area is 0.24 ac

Broad St

NORFOLK SOUTHERN RAILWAY COMPANY
Real Estate Department

Branch:	Washington Secondary		
Location:	Washington, Warren County, NJ		
Licensee:	Borough of Washington		
Area:	0.24 acres		
Maps:	V1 NJ / 73	Milepost:	WD 67.5
Activity No:	1161686	Exhibit A	Page 1 of 2
Date:	10/20/11	Not To Scale	





Highway 31

Page 2 of 2

Area is 0.25 acres

NORFOLK SOUTHERN RAILWAY COMPANY
Real Estate Department

Branch: Washington Secondary

Location: Washington, Warren County, NJ

Tenant: Borough of Washington

Area: 0.25 Acres

Maps: V7 NJ / 6

Milepost: 67.1 TG to 67.3 TG

Activity No: 1161686

Exhibit A Page 2 of 2

Date: 10/24/11

Not To Scale



EXHIBIT B

FENCE/BARRICADE

Lessee may, at its own expense, erect and maintain a fence or barricade along the boundaries of the Premises. The fence or barricade shall be constructed in accordance with specifications approved by the Division Superintendent of Company, or his duly authorized representative, prior to the erection of the fence or barricade. Prior to any digging on the Premises, Lessee shall contact the Division Superintendent of Company in order to avoid damage to Company's underground communications and signal facilities.

FENCE/BARRICADE (RAILROAD PROTECTION)

Lessee shall, at its own expense, erect and maintain a fence or barricade along the boundaries of the Premises sufficient to prevent encroachment onto the adjacent railroad track(s). The fence or barricade shall be constructed in accordance with specifications approved by the Company. Prior to any digging on the Premises, Lessee shall contact the Division Superintendent of Company in order to avoid damage to Company's underground communications and signal facilities.

PAVING

Lessee may, at its own expense, pave the surface of the Premises or place gravel thereon in order to provide a suitable parking surface. No drainage conditions shall be created which shall cause damage to the Premises, other property of Company or any property of third parties which adjoins or abuts the Premises or other property of Company. Prior to the placement of any gravel or paving material upon the Premises, Lessee shall submit plans showing the location of the placement of such gravel or pavement to Company for approval. Lessee shall not grade or change the contour of any portion of the Premises without the prior written consent of Company's Division Superintendent or his authorized representative.

TEMPORARY BUILDINGS

(a) Lessee may construct or install a temporary building upon the Premises. Any temporary building constructed or installed by Lessee on the Premises shall be constructed or installed in a good workmanlike manner and shall be maintained and used in such manner so as not to interfere with the business of Company, shall be kept in good repair and presentable condition, shall be located as approved in writing by Company, and shall not be relocated upon the Premises except with the written consent of Company. Lessee will be responsible for all utilities used by Lessee, for snow and ice removal and will keep said Premises in a clean and sanitary condition, free of waste, trash, or unsanitary or flammable matter, and shall prevent the posting of advertising bills or signs upon said Premises, except the usual business sign of Lessee.

(b) Lessee shall pay, satisfy, and discharge all claims, judgments or liens for material and/or labor, used or employed by Lessee or its agents in the construction, repair, maintenance, or removal of any such temporary buildings located upon the Premises. Lessee shall indemnify and save harmless Company, its officers, agents and employees, from all such claims, judgments, liens, or demands whatsoever.

(c) Lessee shall not grade any portion of the Premises or dig any holes on the Premises without the prior written consent of Company's Division Superintendent or his authorized representative.

MOBILE HOMES

(a) Lessee may, at its own expense, install a mobile home on the Premises. Any mobile home installed on the Premises by Lessee shall be installed, maintained, and used in such manner as not to interfere with the business of Company, shall be kept in good repair and presentable condition, shall be located as approved in writing by Company, and shall not be relocated upon the Premises except with the written consent of Company. Lessee will be responsible for all utilities used by Lessee, for snow and ice removal and will keep said Premises in a clean and sanitary condition, free of waste, trash, or unsanitary or flammable matter.

(b) Lessee shall obtain all permits, certificates, licenses, and authorizations required by any governmental authority necessary for the placement of the mobile home on the Premises.

(c) Lessee shall pay, satisfy, and discharge all claims, judgments or liens for material and/or labor, used or employed by Lessee or its agents in the installation or maintenance of the mobile home upon the Premises, and Lessee shall indemnify and save harmless Company, its officers, agents and employees, from all such claims, judgments, liens, or demands whatsoever.

(d) Lessee shall not install any septic tank system or septic drainage field system upon the Premises without the prior written consent of Company.

PRIVATE PARKING

(a) The Premises may be used as a private parking area for the use and convenience of Lessee, its agents, employees, patrons and invitees only, and is not intended as a parking area for the use of the public in general, and to the end of preventing the use of the Premises for a public parking area, Lessee agrees that it will, at its own cost and expense, construct and maintain during the life of this Lease upon the Premises, at a location to be approved by Company, a signboard clearly indicating that the parking area is for the private purposes of Lessee.

(b) The protection afforded Company under the provisions of Article 11 shall extend to include patrons and invitees of Lessee and Lessee agrees to protect and hold Company harmless from loss, injury or damage as set out in said Article 11 accruing from acts, negligence or default of such patrons and invitees or the presence of their property upon the Premises of Company including damage to such property from railroad operations.

INGRESS/EGRESS

It will be necessary for Lessee to use in common with others certain other property of Company for ingress to and egress from the Premises, by such route or routes as may from time to time be prescribed by Company's duly authorized representative. In consideration of Company permitting such use of said property, Lessee covenants and agrees to indemnify and save harmless Company, its officers, agents, employees, lessors and subsidiaries from and against any and all loss, damage, claims or liability for personal injury occurring on said property or in connection with the use thereof, including death resulting from such personal injury, to Lessee or Lessee's agents, employees, invitees, or licensees, and for damage to said property or loss of or damage to property, to whomsoever belonging, on said property, caused by, arising out of or incident to the condition, existence, use or occupancy by Lessee or Lessee's agents, employees or licensees of Company's property for ingress to or egress from the Premises. Company shall have no duty or obligation to maintain any means of ingress/egress for the Lessee's benefit.

CPI RENTAL ESCALATION

The rent shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "Index") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. The "Adjustment Date" shall mean the first anniversary of the effective date and each anniversary thereof during the term of this Lease. The Index published nearest to the effective date shall be the "Base Index". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "Adjustment Index". On each Adjustment Date, the rent shall be adjusted by multiplying the rent payable under this Lease at the effective date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the rent payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

SUPERSEDES PRIOR LEASE

This Lease shall supersede and take the place of that certain earlier Lease dated _____ between the parties hereto, which said Lease shall be considered to be terminated as of the effective date contained herein, except as to any liability accruing prior thereto.

ENGINEERING APPROVALS

Lessee shall submit detailed site development plans for approval by Company's Engineering Department before any changes to the premises can be made.

UNDERGROUND UTILITIES

Prior to digging, grading, or otherwise changing the contour of the Premises, Lessee shall first obtain Company's approval, and shall then notify any "One Call" agencies or underground utility locator services as may be required in the local community.

**BOROUGH OF WASHINGTON, WARREN COUNTY, NEW JERSEY
WASHINGTON BOROUGH COUNCIL MINUTES – November 14, 2011**

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: Valentine, Gleba, Torres, McDonald, Higgins, Boyle, Jewell

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 Jewell, seconded by Higgins to approve the minutes of the regular meeting of October 18, 2011, November 1, 2011 and the Executive Session minutes of October 18, 2011 and November 1, 2011.

The clerk noted one correction.

Ayes: 7, Nays: 0
Motion Carried

CORRESPONDENCE:

None

AUDIENCE:

Mayor McDonald opened up the audience portion of the meeting.

Bill DeHass 79 N. Jackson Avenue.

Councilman Higgins recused himself from this portion of the meeting. Mr. DeHass stated he had received a letter from the Municipal Attorney regarding the exposed manhole cover in the roadway. Attorney Cushing indicated in the letter to the Mayor and Council that there is sufficient clearance for motorists. Mr. DeHass gave photographs of the roadway for Council to review. Mr. DeHass wanted Council to review the pictures because he feels they are not being giving all of the information.

Michael Nachbaur & Alvin Sloan

Mr. Nachbaur read a prepared statement to the Governing Body, copies of which were handed out to Council. In his statement Mr. Nachbaur stated that during the meetings in the fall of 2011, the recreation committee members responsible for sport, physical activity, and recreation programs debated the 2012 fee schedule and recognized the important connection between activity registration fees and appropriate provision of recreation and sport facilities. The committee members identified parks, recreation and sport field maintenance and rehabilitation as a very high priority that is beyond the scope and responsibility of just the recreation department.

Mr. Nachbaur further stated that hundreds of individual residents connected to the parks and sports programs will be the direct beneficiaries of a program that results in the development, renewal and rehabilitation of recreation and sport infrastructure throughout the borough. Indirectly the municipality, local businesses and community members on the whole will benefit from well maintained and attractive and active parks.

Mr. Nachbaur noted that in executive summaries published in 2010 by the National Recreation and Parks Association, the benefits associated with well maintained parks and recreation programs include but are not limited to the following:

An increase of events with out of town visitors increased spending in the community, increased sense of pride in the community, and in an era of economic downturn people turn to public parks and activities for their primary physical activity. Major benefits for the youth include: reduction in juvenile delinquency, increasing positive and reducing negative behaviors, exposing youth to less violence, and increasing civic responsibility and participation.

Mr. Nachbaur finished by stating as a resident and volunteer on the Recreation Committee he strongly support the themes presented by the National Recreation and Parks Association on behalf of the community. He respectfully requests that this position be endorsed and the themes included in the Council's deliberations concerning the rehab and maintenance of borough owned properties parks, recreation programs and associated fee schedule ordinance.

Marianne Van Deursen – Planning Board Chair

Mrs. Van Deursen stated she had sent a memo to Council for their last meeting regarding the Planning Board budget and the overages incurred. She apologized for not being able to attend the last Council meeting but wanted to appear tonight in case there were any questions. She explained the Planning Board has worked on several ordinances this year; including the Solar Panel Ordinance. The Planning Board also reviewed the Ordinances related to land use as per the

Codebook Committee's request. This did involve the use of professionals and unfortunately this was a little more involved than the Planning Board originally thought. As soon as the board realized we had gone over budget all work was halted. The Planning Board respectfully requests a transfer resolution be done in order to cover the costs of the professionals.

Motion made by Councilman Boyle, seconded by Councilman Jewell to include the Planning Board in the transfer resolution for the amount to pay the professionals; approximately \$5300.00

Ayes: 5, Nays: 0
Abstain: Valentine, Gleba
Motion Carried

Motion made by Boyle, seconded by Jewell to close the audience portion of the meeting.

Ayes: 7, Nays: 0
Motion Carried

ORDINANCES:

Ordinance 9-2011 An Ordinance Establishing Recreation Department Program Fees
(Introduction)

Motion made by Gleba, seconded by Valentine to introduce Ordinance 9-2011 on first reading and have the Clerk read by title.

Ayes: 4, Nays: 2 (Higgins, Jewell)
Motion Carried

The Clerk read, "Ordinance 9-2011 An Ordinance Establishing Recreation Department Program Fees."

Council Discussion: Councilman Boyle asked if the financial information regarding the trust account had been provided. Recreation Chair Victor Cioni stated that all trust information was provided to the Borough Manager the day after it was requested. Councilman Higgins asked how the Recreation Committee can be certain that these proposed fee ranges will help memberships for the recreation programs and the pool. Recreation Chair Cioni explained that extensive research had been done prior to proposing these fees ranges to the Governing Body. These ranges are based on competition from other municipal pools and an analysis of previous year's fees and memberships. Mayor McDonald reminded Council this is an introduction of the fee ranges; not the actual fees. The actual fees will be set by resolution once the fee ranges are set via Ordinance. Councilman Jewell noted that there was not enough backup information for him to feel comfortable with this; most of the information he received seemed to be verbal. Councilman Torres asked why the all of the non-borough resident fees had been removed from the Ordinance. Recreation Chair Cioni explained to the Governing Body this set of fee ranges is the Recreation Committee's recommendation to Council based on extensive research. Non

resident fees were removed in order to attract more people to the pool. By charging a higher rate for non residents; non resident memberships remain low. Other municipalities do not charge a higher rate for non residents. This is driving people to join other municipal pools instead of the Borough's pool. Increased memberships means the pool can be self-sustaining and return a greater profit at the concession stand as well. Councilman Torres stated he wants to see different rates for Borough and non Borough residents.

Mayor McDonald entertained a motion to approve Ordinance 9-2011 on first reading.

Motion made by Gleba, seconded by Valentine.

Roll Call: Gleba, Valentine, McDonald – Yes
Torres, Jewell, Boyle, Higgins – No
Motion Failed

REPORTS:

Motion was made by Higgins, seconded by Gleba to receive and file the following reports:

1. Managers Report
2. Tax Collectors Reports
3. CFO Report
4. DPW Report

Ayes: 7, Nays: 0
Motion Carried

COMMITTEE REPORTS:

Policy Committee – Councilman Valentine stated the draft resolution included in the council packets is the recommendation of the policy committee in order to be compliant with the state's best practices. The requirements of the resolution are taken from the state statute on meeting attendance. Council agreed to place on the next meeting agenda for consideration.

Codebook Committee – Councilwoman Gleba stated the codebook committee has scheduled a Webinar to review E-Code 360 with council members. The Webinar is scheduled for Thursday December 1. Council should respond to the Borough Clerk if they are attending.

Streets Committee – Councilman Boyle noted he had spoken to the engineers at the county regarding the Pleasant Valley Mill Dam and its possible removal and whether or not they would be interested in helping the Borough with dam removal when they are doing roadwork. The engineers were interested and Councilman Boyle will follow up.

OLD BUSINESS:

None

NEW BUSINESS:

Resolution 186-2011 Redemption of Tax Sale Certificate

Resolution 186-2011 was moved on a motion made by Boyle, seconded by Jewell and adopted.

Ayes: 7, Nays: 0
Motion Carried

RESOLUTION # 186-2011

**A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE
As per N.J.S.A.54:5**

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on November 17, 2009 to US Bank-Cust/Sass Muni V dtr, TLSG; 2 Liberty Place, 50 South 16th St Ste 1950, Philadelphia, PA 19102, in the amount of \$2,275.00 for taxes or other municipal liens assessed for the year 2008 in the name of DTW Reality, LLC, as supposed owners, and in said assessment and sale were described as 200-202 Belvidere Avenue, Block 35 Lot 35, which sale was evidenced by Certificate #09-00011; and

WHEREAS, I, Kay F. Stasyshan, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 11-4-11 before the right to redeem was cut off, as provided by law, DTW Realty LLC claiming to have an interest in said lands, did redeem said lands claimed by U.S. Bank-Cust/Sass Muni V dtr by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$47,334.20, which is the amount necessary to redeem Tax Sale Certificate #09-00011.

NOW THEREFORE BE IT RESOLVED, on this 14th day of November 2011 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to US Bank-Cust/Sass Muni V dtr, TLSG; 2 Liberty Place, 50 South 16th St Ste 1950, Philadelphia, PA 19102, in the amount of **\$68,334.20** (this amount consists of \$47,334.20 amount to redeem the certificate + \$21,000 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 35 Lot 35 from the tax office records.

Resolution 187-2011 Release of Escrow – Kerns

Resolution 187-2011 was moved on a motion made by Boyle, seconded by Jewell and adopted.

Ayes: 7, Nays: 0
Motion Carried

RESOLUTION #187-2011

**A RESOLUTION AUTHORIZING THE RELEASE OF FUNDS FROM
EDWARD KERNS ESCROW ACCOUNT HELD IN TRUST
BY THE BOROUGH OF WASHINGTON**

WHEREAS, Edward Kerns, 9 Willow Street, Washington, NJ 07882 has requested the return of the funds remaining in the escrow account #7760883293; and

WHEREAS, the Law Offices of Scholl, Whittlesley & Gruenberg, LLC was paid their final invoice on November 2, 2011, and there are no outstanding engineering invoices, it has been determined that the escrow account money can be released.

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 Municipal Treasurer is hereby authorized to issue a check to Edward Kerns for the actual account balance in the Edward Kerns escrow account.

Resolution 188-2011 Title Search Cattelle Ct and Adjacent Properties

Resolution 188-2011 was moved on a motion made by Torres. There was no second.

VOUCHERS

Motion made by Higgins, seconded by Gleba to pay the vouchers and claims in the amount of \$795,273.52.

Roll Call: Higgins, Jewell, Torres, Gleba, McDonald, Boyle, Valentine
Abstain: Higgins – Fire Dept. Jewell – EMS and Fire Dept.

Ayes: 7, Nays: 0
Abstain: 2 (Higgins – Fire Dept. Jewell – EMS, Fire Dept.)
Motion Carried

RECAP

Manager Phelan will prepare the transfer resolution for December. He will also prepare the meeting attendance resolution for the next meeting.

COUNCIL REMARKS:

Councilman Higgins noted that the pay to play Ordinance adopted by Council limits our ability to hire firms in Warren County. Manager Phelan stated without the Ordinance we are not in compliance with the DCA's best practices. Councilman Higgins thanked all of the Veterans for their service. Councilman Higgins asked if Manager Phelan had sent out all of the trust fund balances as requested at the last meeting. He noted he did not receive the information. Manager Phelan will resend.

Councilwoman Gleba stated she is disappointed that Council did not adopt the Recreation Fee Ordinance and stated we need to have a better effort in supporting the Recreation Committee.

Councilman Boyle asked if there had been any further developments with planning for snow removal in the downtown area. Manager Phelan stated there had not been. Council discussed who is responsible for snow removal in the downtown area. Councilman Higgins noted that new legislation had been passed regarding this topic and it was discussed at the training session at the last meeting. Councilman Higgins requested a transcript of that portion of the meeting be presented to Council at the next meeting for clarification on snow removal, seconded by Councilman Torres. All in favor.

Councilman Torres asked if the Borough will be lighting the tree outside of Borough Hall this year. Manager Phelan stated that Council decided if there is no offsetting revenue for a recreation event; money would not be expended. Lighting the tree costs money. A motion was made by Torres to obtain a quote on installing the lights on the tree outside of Borough Hall and research what this had cost in the past, seconded by Higgins. All in favor.

Mayor McDonald reported the Varsity and JV Washington Redskins teams were in the championship games and wished them luck and congratulations.

Hearing no further business Motion made by Torres, seconded by Valentine to adjourn the meeting at 8:40 p.m.

Mayor Scott McDonald

Kristine Blanchard, RMC Borough Clerk



MANAGERS WEEKLY REPORT
11/18/11

As of today, we have completed our first pass for brush collection of the East side of the Borough. We will begin the West side of town shortly. Shade Tree has been working closely with my Office and an outside contractor to address any Borough-owned trees that were too large for the DPW to handle. Due to the volume of trees that were felled, this is taking some time, but we are keeping on top of it.

I met with FEMA representatives again this week as it relates to the Borough's expenses associated with Hurricane Irene. I have provided them additional information that they requested for their review. While they could not confirm that we would receive any reimbursement yet, they did advise me that we have met the requirements. I should note that the Borough's new OEM Coordinator, Kurt Klausfelder, is doing an outstanding job in this new position, to which I have personally advised him of some several times.

I have contacted the DCA again to inquire if they have approved or denied the Borough's request to reform the Recreation Commission. As of this report, I have not heard back yet. When I do, I will be sure to let you know.

Reminder – Municipal Offices will be closed next Thursday and Friday in observance of the holiday.

I have attached the Recap list for your review.

Meeting Date	Recap Item	Status	Completed
September 20, 2011	<p>Per Council - Work with Norfolk Southern Railroad to see if the would grant the Borough a sewer easement , as well as the authority to provide snow/ice control services to their property located off of N. Jackson Ave.</p>	<p>9/21/11 - Contacted NSRR and left voice mail. 10/7/11 - Called and E-mailed NSRR on 6 separate occasion to no avail. Also e-mailed "higher-up's" at the RR as well to no avail. Will continue trying to make contact. 10/13/11 - Advised Council of my conversations with NSRR. They have agreed to let us access their property for snow removal. They will send us a draft agreement for our review. 10/19/11 - Called and left NSRR a message regarding the agreement. Have not heard back yet. 11/1/11 - E-mail from NSRR stating that they are "working with our contracting folks to pull together an agreement for your review. They are overwhelmed with duties, but I will get one to you as soon as I can." 11/16/11 - Contacted NSRR to check on status of request. As of this recap, there has been no call back yet.</p>	No
October 4, 2011			

		<p>10/5/11 - Call and Left Voice Mail.</p> <p>10/17/11 - Called and left Voice Mail.</p> <p>Will contact the Borough Engineer to see his thoughts on the matter. 11/4/11 - Spoke with Mr. Barbieri. He will have some asphalt placed near all of the catch basin that would direct storm water into the storm system in order to possibly alleviate the water issues downhill.</p>	Yes
November 1, 2011			
	<p>Per Councilman Higgins - Call Barbieri Builders RE; flowing the issues on Myrtle and McKinley.</p>		
	<p>Contact Norfolk Southern Railroad to see if they could provide any documentation relating to their ownership of property in/around Cattle Court/N. Jackson Ave.</p>	<p>11/2/11 - E-mailed NSRR with request. They responded with a few follow-up questions, to which I provided them what they asked for (IE: Tax Maps) as well as the reason for Council's inquiry. 11/7/11 Received information from NSRR and e-mailed to Council.</p>	Yes
November 14, 2011			
	<p>Include additional funds requested by the Planning Board on the upcoming transfer resolution</p>	<p>11/15/11 - Advised CFO of same. Resolution will be prepared.</p>	Yes
	<p>Place the "Absence from Meeting Policy" resolution on the next agenda for adoption.</p>	<p>Done.</p>	Yes
	<p>Provide balances of all trust funds.</p>	<p>11/15/11 - Resent e-mail to Council</p>	Yes
	<p>Obtain quote for installation/removal of Christmas Tree lights at Borough Hall</p>	<p>11/15/11 - Contacted installation company and are waiting for a quote.</p>	No

Borough of Washington Municipal Court
Monthly Financial Report

Washington Borough		Current Month	Year to Date
Check # 1068	Tres, Warren County	\$ 1,392.25	\$ 20,624.75
Check # 1069	Tres, Borough of Washington Title 39	\$ 5,858.25	\$ 71,721.97
Check # 1071	Tres, Borough of Washington POAA	\$ 22.00	\$ 290.00
Check #	Tres, State of NJ Judiciary		\$ -
Check #	Tres, County W & M		\$ 1,050.00
Check #	Various Restitution		\$ 175.00
Check #	Tres, State of NJ ACH	\$ 4,082.50	\$ 52,995.30
Check #	Over Payments		\$ -
Check #	NJ Dept. of Environmental Protection		\$ -
Check # 1070	Tres, Borough of Washington PD	\$ 200.00	\$ 200.00
Check #	Tres, State of NJ W & M		\$ -
Check #	Tres, Borough of Washington, non-cashed checks		\$ -

Month: October 2011
Respectfully Submitted: Jerilyn Harris C.M.C.A.

Borough of Washington Municipal Court
 Monthly Report

Category	Oxford Township	Year to Date
<u>Added:</u>		
DWI	2	13
Moving	86	896
Parking	21	569
Indictable	15	531
Disorderly Person	6	119
All Other	43	263
<u>Disposed:</u>		
DWI	0	13
Moving	78	946
Parking	25	587
Indictable	16	78
Disorderly Person	11	163
All Other	30	253

Month: October 2011
 Respectfully Submitted: Jerilyn Harris C.M.C.A.

Abbreviated Totals Only Budget Account Status

Range of Accounts: 1-01-00-000-000 to 1-01-55-000-000-000
 Inc] Blank Line Between Accounts: No Cap Accounts Switch: Yes Include Requisitions: No
 Department Page Break: No CAFR Control Totals: No Department Control Totals: No
 Budgeted = Adopted + Amended
 Balance = Budgeted + Transfers - Encumber - Net Expended/Reimbrsd - Canceled (if any)
 Unexpended = Budgeted + Transfers - Net Expended/Reimbrsd - Canceled (if any)

Year To Date As Of: 12/01/11
 Skip Zero Activity: Yes

Net Expd/Reimb = Expended - Reimbursed
 %Used = (Net Expd/Reim + Encumber) / (Budgeted + Transfers - Cancel)

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Unexpended	Balance YTD	%Used
Final Budgeted		7,296,522.85	0.00	370,301.16	6,454,573.56 Canceled:	811,276.36 30,672.93	440,975.20	94
Final Non-Budgeted		0.00	0.00	0.00	0.00	0.00	0.00	0
Final Total		7,296,522.85	0.00	370,301.16	6,454,573.56 Canceled:	811,276.36 30,672.93	440,975.20	94

Sidewalk Liability

11/1/11

Right now a homeowner – if someone trips and falls – is responsible even if you have a local ordinance stating that they are not responsible in the court system it would fall in favor of the injured party. Business owners are relieved from it right now – there has been discussion of removing sidewalks being part of public property therefore it would fall on the homeowners if they did not maintain their sidewalks. Gleba – why is the municipality stuck with the responsibility if the homeowners are responsible? Right now that is how the legislation reads. Gleba – that it is the municipality's responsibility? Yes, we are saying it should be the homeowner's responsibility to maintain the sidewalks. Boyle – which also includes snow and ice removal correct? Correct – does that include businesses as well? Businesses must be responsible for maintenance and snow and ice removal the homeowners aren't Wayne – there have been court cases over the last five years – commercial properties are responsible even though the municipality placed the sidewalk in – commercial properties are drawing people in to their business – right now the residents even if you have an ordinance requiring the homeowner to clean snow and ice and repairing the sidewalk – the court system says that is not fair – the responsibility falls on the municipality. They are trying to change that to have the responsibility on the homeowner just like commercial. Boyle the sidewalk liability falls back on the residents would we have to change our ordinances? We couldn't force them to maintain it? Wayne right now if someone falls it is the municipality's responsibility. You can fine someone if they don't keep it up but the municipality is still responsible. It's still a town sidewalk – it's just that the person living next to it is responsible for snow and ice removal but if someone falls down the municipal is responsible they are trying to change it. So the municipality isn't always responsible. No sidewalk in nj is in pristine shape they don't have the money or staff to do it.

RESOLUTION #189-2011

A RESOLUTION AUTHORIZING THE RELEASE OF FUNDS FROM
JULIA QUELLY ESCROW ACCOUNT HELD IN TRUST
BY THE BOROUGH OF WASHINGTON

WHEREAS, Julia Quelly, 4 Cleveland Street, Washington, NJ 07882 has requested the return of the funds remaining in the escrow account #7760883269; and

WHEREAS, the Law Offices of Scholl, Whittlesley & Gruenberg, LLC was paid their final invoice on November 2, 2011, and there are no outstanding engineering invoices, it has been determined that the escrow account money can be released.

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 Municipal Treasurer is hereby authorized to issue a check to Julia Quelly for the actual account balance in the Julia Quelly escrow account.

The above resolution was moved by _____, seconded by _____, voted and carried this 6th day of December, 2011.

Roll Call:

Ayes: Nayes:

Kristine D. Blanchard, R.M.C.
Borough Clerk

cc: Barbara Van Why, Admin. Clerk

RESOLUTION 190-2011

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT FOR THE SUPPLY OF RENEWABLE-ENERGY-BASED ELECTRICITY TO THE BOROUGH'S WASTEWATER TREATMENT PLANT AND DEPARTMENT OF PUBLIC WORKS GARAGE

WHEREAS, bids were accepted by the Borough Purchasing Agent for the supply of renewable-energy-based electricity to the Borough's Wastewater Treatment Plant and Department of Public Works Garage located on Block 101, Lot 1 in the Borough of Washington through a Power Purchase Agreement on Thursday, November 10, 2011 at 10:00AM; and

WHEREAS, only one bid was received from Washington Community Solar, LLC

WHEREAS, the Chief Financial Officer has certified to the Borough Clerk that funds will be made available during the preparation of the 2012 Temporary Budget and subsequent 2012 final budget when adopted.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Washington hereby authorizes award of a contract for the supply of renewable-energy-based electricity to the Borough's Wastewater Treatment Plant and Department of Public Works Garage located on Block 101, Lot 1 in the Borough of Washington to Washington Community Solar, LLC in accordance with all of the terms and conditions set forth in the Power Purchase Agreement that was made part of the bid specifications.

BE IT FURTHER RESOLVED that a certified copy of the within Resolution be forwarded to the Chief Financial Officer, Purchasing Agent and Washington Community Solar, LLC.

**CERTIFICATION OF FUNDS BY THE
CHIEF FINANCIAL OFFICER**

Pursuant to Procedure No. 251, Local Finance Board
dated October 20, 1976, effective January 1, 1976

CONTRACT FOR: The supply of renewable-energy-based electricity to the Borough's
Wastewater Treatment Plant and Department of Public Works
Garage located on Block 101, Lot 1 in the Borough of Washington
through a Power Purchase Agreement.

RESOLUTION NUMBER: 198-2011

BOROUGH COUNCIL MEETING DATE: December 6, 2011

This is to certify that adequate funds that funds will be made available during the preparation of
the 2012 Temporary Budget and subsequent 2012 final budget when adopted

Budget Account

Bond Ordinance

(See above)
Amount


Natasha Turchan, C.F.O.

11/28/11
Date

Resolution 191-2011
RESOLUTION ESTABLISHING AN ABSENCE FROM MEETING POLICY FOR ALL
ELECTED AND APPOINTED OFFICIALS AND VOLUNTEERS

WHEREAS, the Department of Community Affairs, Division of Local Government Services has issued the 2011 Best Practices Checklists for all municipalities in the State; and

WHEREAS, one of the State's recommendations was for municipalities to establish an "Absence from Meetings Policy" for elected officials and appointed board members; and

WHEREAS, the Borough of Washington desires to be compliant with all recommendations listed in the Best Practices Checklist, which includes adopting a policy as stated above.

NOW, THEREFORE BE IT RESOLVED, that the Borough Council of the Borough of Washington hereby creates an Absence from Meetings Policy in accordance with the State statutes as follows:

Policy for Elected Officials

In accordance with N.J.S.A. 40A:16-3(g), as amended, the office of a Mayor or a member of the governing body shall be deemed vacant whenever the Mayor or a member of the governing body fails to attend and participate in any meetings of the governing body for a period of 8 consecutive weeks without being excused from attendance by a majority of the members of the governing body, at the conclusion of such period; provided, however, that the governing body may refuse to excuse only with respect to those failure to attend and participate which are not due to legitimate illness;

Policy for Appointed Officials and Volunteers

In accordance with N.J.S.A 40A:9-12.1(g), as amended, the office of any person appointed to a specified term, with or without compensation, by the governing body or Manager including persons appointed to any board, committee, commission, authority or other agency of one or more local units, shall be deemed vacant if a member of a board, committee, commission, authority or other agency, whenever the member, without being excused by a majority of the authorized members of such body, fails to attend and participate at meetings of such body for a period of 8 consecutive weeks, or for four consecutive regular meetings, whichever shall be of longer duration, at the conclusion of such period, provided that such body shall notify the appointing authority in writing of such determination.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to elected officials, appointed officials and volunteers within the Borough of Washington.

RESOLUTION 192-2011

**AUTHORIZING BUDGET TRANSFERS
FOR FISCAL YEAR 2011 APPROPRIATIONS**

WHEREAS, N.J.S.A. 40A: 4-58 provides for appropriations transfers during the last two (2) months of the fiscal year, when it has been determined that it is necessary to expend for any of the purposes specified in the budget an amount in the excess of the sum appropriated therefore and where it has been further determined that there is an excess in any appropriation over and above the amount deemed to be necessary to fulfill the purpose of such appropriation.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Washington, County of Warren, State of New Jersey, the Chief Financial Officer Natasha S. Turchan, be and the same is hereby authorized to make transfers among the Fiscal Year 2011 Budget as follows:

CURRENT FUND

Transfer From:				Transfer To:			
:							
Code Enforcement				Engineering			
Salaries	And	Wages	20,500.00	Other	Expenses		2,000.00
Heating	Oil		5,000.00	Shade Tree			12,000.00
Tax	Assessor			Other	Expenses		
Salaries	And	Wages	1,000.00	Utilities			
				Gasoline			7,000.00
			-	Planning			
				Other	Expenses		5,500.00
TOTAL			<u><u>26,500.00</u></u>	TOTAL			<u><u>26,500.00</u></u>

Resolution 193-2011
TO CANCEL RECEIVABLE BALANCES AND CORRESPONDING RESERVE
BALANCES FOR VARIOUS GRANTS

WHEREAS, receivable balances of various grants from the State of New Jersey which remains on the Grant Fund balance sheet have expired, and

WHEREAS, it is necessary to formally cancel the receivable balance and various appropriated reserve balance;

NOW, THEREFORE, BE IT RESOLVED that the following grant receivable and appropriated reserve balances be cancelled:

2005 Summer Recreation Program-receivable		\$ 500.00
2006 Summer Recreation Program-receivable		\$ 500.00
COPS and More	- receivable	\$ 610.30
NJ Site Remediation	- receivable	\$116,545.00
Bulletproof Vest Program	-receivable	\$ 2,725.58
Domestic Violence training	- reserve	\$ 3,580.88
Cool Cities Community Grant	- reserve	\$ 3,860.00
Small Cities Grant	- reserve	\$ 21.71
SLAHEOP	- reserve	\$ 867.35
Planning Assistance COAH	- reserve	\$ 2,732.39
Municipal Storm water regulations – reserve		\$ 5,000.00
Storm Water Management Program- reserve		\$ 528.80
NJ Site Remediation	reserve	\$55,213.62

RESOLUTION #194-2011

A RESOLUTION AUTHORIZING THE RELEASE OF PERFORMANCE
AND SURETY BONDS FOR THE PARK HILL APARTMENTS PROJECT
HELD IN TRUST BY THE BOROUGH OF WASHINGTON

WHEREAS, Andrew S. Holt, PE, PP, CME, Borough Engineer submitted a letter stating that the applicant had a final inspection on October 20, 2011. As the NJDEP close-out process is generally long, and due to the particular nature of this project and the License Site Remediation Professional involvement for this project, the Borough Engineer recommends that the Performance Bond posted with the Borough, in the amount of \$395,437.20 (10% CASH - \$39,543.72, plus interest) and the 90% Surety Bond \$355,893.48 be released; and

WHEREAS, Municipal Engineer Andrew S. Holt, P.E. of Suburban Consulting Engineers has determined that the final site work is acceptable and the bond can be released upon the receipt of two (2) signed and sealed As-Built plans and a copy of the filed Deed Notice showing restrictions as recommended by NJDEP; and

WHEREAS, the As-Built plans were delivered to the Municipal Clerk on November 17, 2011 and a copy of the Deed Notice reflecting the required restrictions as recommended by NJDEP was received on November 18, 2011;

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 Municipal Treasurer is hereby authorized to issue a check to Park Hill Apartments for the 10% of the Performance Bond, plus interest, from their escrow account #7760883228.

BE IT FURTHER RESOLVED, that the Borough Clerk is authorized to release the 90% Surety Bond in the amount of \$355,893.48.

The above resolution was moved by _____, seconded by _____, voted and carried this 6th day of December, 2011.

Roll Call:

Ayes: Nays:

Kristine D. Blanchard, R.M.C.
Borough Clerk

cc: Barbara Van Why, Admin. Clerk

RESOLUTION # 195-2011

**A RESOLUTION TO REFUND OVERPAYMENT
ON PRIOR/CURRENT YEAR REAL ESTATE TAXES**

WHEREAS, according to the Tax Collector's records, there are overpayments amounting to a total of \$34,330.88 paid on 85 properties located at 63-80 Washington Square Circle, also known as Block 73.01 Lot 14 through Block 73.02 Lot 40, and in the name of Jade Acquisition, LLC and

WHEREAS, Jade Acquisition, LLC received tax appeals and other assessment adjustments on the above properties causing the overpayment; and

WHEREAS, the Tax Collector was contacted by Ray Rice of Jade Acquisition, LLC concerning these tax overpayments and has received a letter requesting the refund.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey, to hereby authorize the Tax Collector and Treasurer to refund the amount of \$34,330.88 payable to:

Jade Acquisition, LLC
10 Peapack Road
Far Hills, NJ 07931

The above Resolution was moved by _____, seconded by

_____, voted and carried this 6th day of December, 2011.

Roll Call: Ayes:

Nays:

Abstentions:

Kristine Blanchard, RMC
Borough Clerk

cc: Kay F. Stasyshan, Tax Collector
Jade
Block/ Lot File
Paula Drake, Accounts Payable Clerk

JADE'S O-P REPORT REVISED-COUNCIL

A		B		C		D	
1	Blq Id	Owner Name	Property Location	Total All			
2	73 01 14	JADE ACQUISITION, LLC	63 WASHINGTON SQUARE CIR	(95.87)			
3	73 01 15	JADE ACQUISITION, LLC	65 WASHINGTON SQUARE CIR	(138.79)			
4	73 01 16	JADE ACQUISITION, LLC	67 WASHINGTON SQUARE CIR	(138.79)			
5	73 01 17	JADE ACQUISITION, LLC	69 WASHINGTON SQUARE CIR	(138.79)			
6	73 01 18	JADE ACQUISITION, LLC	71 WASHINGTON SQUARE CIR	(138.79)			
7	73 01 19	JADE ACQUISITION, LLC	73 WASHINGTON SQUARE CIR	(138.79)			
8	73 01 20	JADE ACQUISITION, LLC	75 WASHINGTON SQUARE CIR	(138.79)			
9	73 01 21	JADE ACQUISITION, LLC	77 WASHINGTON SQUARE CIR	(138.79)			
10	73 01 22	JADE ACQUISITION, LLC	79 WASHINGTON SQUARE CIR	(138.79)			
11	73 01 23	JADE ACQUISITION, LLC	81 WASHINGTON SQUARE CIR	(138.79)			
12	73 01 24	JADE ACQUISITION, LLC	83 WASHINGTON SQUARE CIR	(138.79)			
13	73 01 25	JADE ACQUISITION, LLC	85 WASHINGTON SQUARE CIR	(137.89)			
14	73 01 26	JADE ACQUISITION, LLC	87 WASHINGTON SQUARE CIR	(138.69)			
15	73 01 27	JADE ACQUISITION, LLC	89 WASHINGTON SQUARE CIR	(138.79)			
16	73 01 28	JADE ACQUISITION, LLC	91 WASHINGTON SQUARE CIR	(138.79)			
17	73 01 29	JADE ACQUISITION, LLC	93 WASHINGTON SQUARE CIR	(138.79)			
18	73 01 30	C0001	23 WASHINGTON SQUARE CIR	(331.34)			
19	73 01 31	JADE ACQUISITION, LLC	61 REGENCY CIRCLE	(1,148.59)			
20	73 01 32	JADE ACQUISITION, LLC	OPEN SPACE	(1,148.59)			
21	73 01 33	JADE ACQUISITION, LLC	65 REGENCY CIRCLE	(1,148.59)			
22	73 01 34	JADE ACQUISITION, LLC	67 REGENCY CIRCLE	(1,148.59)			
23	73 01 35	JADE ACQUISITION, LLC	69 REGENCY CIRCLE	(1,148.59)			
24	73 01 36	JADE ACQUISITION, LLC	71 REGENCY CIRCLE	(1,148.59)			
25	73 01 37	JADE ACQUISITION, LLC	73 REGENCY CIRCLE	(1,148.59)			
26	73 01 38	JADE ACQUISITION, LLC	75 REGENCY CIRCLE	(1,148.59)			
27	73 01 39	JADE ACQUISITION, LLC	77 REGENCY CIRCLE	(1,148.59)			
28	73 01 40	JADE ACQUISITION, LLC	79 REGENCY CIRCLE	(1,148.59)			
29	73 01 41	JADE ACQUISITION, LLC	81 REGENCY CIRCLE	(1,148.59)			
30	73 01 42	JADE ACQUISITION, LLC	83 CAMBRIDGE COURT	(1,148.59)			
31	73 01 43	JADE ACQUISITION, LLC	85 CAMBRIDGE COURT	(1,148.59)			
32	73 01 44	JADE ACQUISITION, LLC	87 CAMBRIDGE COURT	(574.29)			
33	73 01 45	JADE ACQUISITION, LLC	89 CAMBRIDGE COURT	(574.29)			
34	73 01 46	JADE ACQUISITION, LLC	91 REGENCY CIRCLE	(574.29)			
35	73 01 47	JADE ACQUISITION, LLC	REGENCY CIRCLE	(574.29)			
36	73 01 48	JADE ACQUISITION, LLC	REGENCY CIRCLE	(574.29)			
37	73 01 49	JADE ACQUISITION, LLC	REGENCY CIRCLE	(574.29)			
38	73 01 50	JADE ACQUISITION, LLC	REGENCY CIRCLE	(1,148.59)			
39	73 01 51	JADE ACQUISITION, LLC	REGENCY CIRCLE	(1,148.59)			
40	73 01 52	JADE ACQUISITION, LLC	REGENCY CIRCLE	(1,148.59)			
41	73 01 53	JADE ACQUISITION, LLC	REGENCY CIRCLE	(1,148.59)			
42	73 01 54	JADE ACQUISITION, LLC	REGENCY CIRCLE	(138.79)			
43	73 01 55	JADE ACQUISITION, LLC	REGENCY CIRCLE	(138.79)			
44	73 01 56	JADE ACQUISITION, LLC	REGENCY CIRCLE	(1,148.59)			
45	73 01 57	JADE ACQUISITION, LLC	REGENCY CIRCLE	(1,148.59)			
46	73 01 58	JADE ACQUISITION, LLC	REGENCY CIRCLE	(1,148.59)			

JADE'S O-P REPORT REVISED-COUNCIL

A		B		C		D	
Blq Id	Owner Name	Property Location	Total All				
1							
47	JADE ACQUISITION, LLC	2 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
48	JADE ACQUISITION, LLC	4 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
49	JADE ACQUISITION, LLC	6 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
50	JADE ACQUISITION, LLC	8 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
51	JADE ACQUISITION, LLC	10 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
52	JADE ACQUISITION, LLC	12 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
53	JADE ACQUISITION, LLC	14 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
54	JADE ACQUISITION, LLC	16 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
55	JADE ACQUISITION, LLC	18 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
56	JADE ACQUISITION, LLC	20 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
57	JADE ACQUISITION, LLC	22 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
58	JADE ACQUISITION, LLC	24 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
59	JADE ACQUISITION, LLC	26 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
60	JADE ACQUISITION, LLC	28 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
61	JADE ACQUISITION, LLC	30 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
62	JADE ACQUISITION, LLC	32 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
63	JADE ACQUISITION, LLC	34 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
64	JADE ACQUISITION, LLC	36 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
65	JADE ACQUISITION, LLC	38 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
66	JADE ACQUISITION, LLC	40 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
67	JADE ACQUISITION, LLC	42 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
68	JADE ACQUISITION, LLC	44 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
69	JADE ACQUISITION, LLC	46 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
70	JADE ACQUISITION, LLC	48 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
71	JADE ACQUISITION, LLC	50 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
72	JADE ACQUISITION, LLC	52 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
73	JADE ACQUISITION, LLC	54 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
74	JADE ACQUISITION, LLC	56 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
75	JADE ACQUISITION, LLC	58 WASHINGTON SQUARE CIRC	(69.39)				(69.39)
76	JADE ACQUISITION, LLC	60 WASHINGTON SQUARE CIRC	(69.39)				(69.39)
77	JADE ACQUISITION, LLC	62 WASHINGTON SQUARE CIRC	(69.39)				(69.39)
78	JADE ACQUISITION, LLC	64 WASHINGTON SQUARE CIRC	(69.39)				(69.39)
79	JADE ACQUISITION, LLC	66 WASHINGTON SQUARE CIRC	(69.39)				(69.39)
80	JADE ACQUISITION, LLC	68 WASHINGTON SQUARE CIRC	(69.39)				(69.39)
81	JADE ACQUISITION, LLC	70 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
82	JADE ACQUISITION, LLC	72 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
83	JADE ACQUISITION, LLC	74 WASHINGTON SQUARE CIRC	(131.29)				(131.29)
84	JADE ACQUISITION, LLC	76 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
85	JADE ACQUISITION, LLC	78 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
86	JADE ACQUISITION, LLC	80 WASHINGTON SQUARE CIRC	(138.79)				(138.79)
87	Totals						(34,330.86)
88							
89	Block/Lot/Qual Range: 73 01 14	to 73 02 44					

RESOLUTION # 196-2011

**A RESOLUTION TO REFUND OVERPAYMENT
ON 2010 PRIOR YEAR REAL ESTATE TAXES**

WHEREAS, according to the Tax Collector's records, there is an overpayment of \$1,521.67 on 2010 4th Quarter Regular Taxes paid on property located at 26 McKinley Avenue, also known as Block 46 Lot 14, and in the name of Lugo, Eduardo G & La-Mandre, Cathy; and

WHEREAS, the BAC Tax Service paid taxes to the wrong municipality for a different homeowner than ours; and

WHEREAS, the Tax Collector has been resolving the matter of tax overpayments and has received a request from BAC requesting the incorrect payment be refunded to them.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey, to hereby authorize the Tax Collector and Treasurer to refund the amount of \$1,521.67 payable to:

BAC Tax Services Corporation
CA6.913.LB.01
PO Box 10211
Van Nuys, CA 91499-6089

The above Resolution was moved by _____, seconded by

_____, voted and carried this 6th day of December, 2011.

Roll Call: Ayes:

 Nays:

 Abstentions:

Kristine Blanchard, RMC
Borough Clerk

cc: Kay F. Stasyshan, Tax Collector
 BAC
 Block/ Lot File
 Paula Drake, Accounts Payable Clerk

Budget Account	Description	Item Description	Amount	Stat/Chk	Enc Date	First RCvd Date	Chk/Void date	Invoice	PO Type
P.O. Id	Item Vendor								
11-00098	12 NJWATR SLOAN HYDRANT NJ AMERICAN WATER CO.INC Tracking Id: 3615 utilities - water (Exempt) SLOAN HYDRANT	10/14-11/14/11 WATER - ALVIN	10.00	A	01/19/11	11/23/11			B
			20.00						
05-55-502-000-079	SEWER OPERATING UTILITIES-Natural Gas								
11-00559	7 ELIZG ELIZABETHTOWN GAS Tracking Id: 3612 utilities - Gas (Exempt) SLOAN	10/10-11/08 NATURAL GAS-ALVIN	21.91	A	05/24/11	11/23/11			B
		Department Total:	2,163.83						
		CAFR Total:	2,163.83						
		Fund Total: SEWER OPERATING FUND	2,163.83						
		Year Total:	2,163.83						

Total P.O. Items: 10 Total List Amount: 2,163.83 Total Void Amount: 0.00

BOROUGH OF WASHINGTON
Purchase Order Listing By Budget Account

2/01/11
4:12:19

Fund Description	Fund	Budget Total
SEWER OPERATING FUND	1-05	2,163.83
Total of All Funds:		<u>2,163.83</u>

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	Invoice	1099
Item Description								Date	Date		Exc]

11/12 D4 GIRLS VS. MANSFIELD											
	Vendor Total:		200.00								
FINELL FINELLI CONSULTING ENGINEERS											
11-01163 11/14/11 P&P 9/18-10/15/11											
1 9/18/11-10/15/11 P & P OF			143.75	T-13-00-687-000-000	B P & P OF WASHINGTON LLC	A	11/14/11	11/22/11	20210		N
Tracking Id: 2780 Professional Services - Engineering (Exempt)											
WASHINGTON SP & VAR. RELIEF											
11-01164 11/14/11 prof serv 9/18-10/15/11											
1 9/18/11-10/15/11 PROF. SERVICE			57.50	1-01-21-185-000-028	B BOARD OF ADJ Contractual Svcs	A	11/14/11	11/22/11	20211		N
Tracking Id: 2780 Professional Services - Engineering (Exempt)											
	Vendor Total:		201.25								
LUKOIL FLEET SERVICES											
11-01169 11/17/11 GASOLINE & DIESEL USAGE											
1 628.852/GALS GAS/DIESEL/DPW			2,075.99	1-01-31-460-000-000	B GASOLINE & DIESEL	A	11/17/11	11/22/11	27713663		N
Tracking Id: 1810 Fuel (Gasoline & Diesel) (Non-Exempt)											
2 12.572/GALS GASOLINE/CODE ENF.			39.43	1-01-31-460-000-000	B GASOLINE & DIESEL	A	11/17/11	11/22/11	27713663		N
Tracking Id: 1810 Fuel (Gasoline & Diesel) (Non-Exempt)											
3 15.998/GALS GASOLINE/PARK			50.17	1-01-31-460-000-000	B GASOLINE & DIESEL	A	11/17/11	11/22/11	27713663		N
Tracking Id: 1810 Fuel (Gasoline & Diesel) (Non-Exempt)											
4 110.793/GALS GASOLINE/FIRE DPT			354.47	1-01-31-460-000-000	B GASOLINE & DIESEL	A	11/17/11	11/22/11	27713663		N
Tracking Id: 1810 Fuel (Gasoline & Diesel) (Non-Exempt)											
	Vendor Total:		2,520.06								
FLEDEP FLEMINGTON DEPARTMENT STORE IN											
11-01018 10/04/11 2011 DPW CLOTHING ALLOWANCE											
4 DPW CLOTHING ALLOWANCE/D.HENRY			299.64	1-01-26-290-000-043	B STREETS & ROADS Uniform Allowance	A	10/04/11	11/22/11	87983		N
Tracking Id: 750 Clothing/Uniforms (General) (Non-Exempt)											
5 DPW CLOTHING ALLOWANCE/J BURD			163.85	1-01-26-290-000-043	B STREETS & ROADS Uniform Allowance	A	10/04/11	11/23/11	89267		N
Tracking Id: 750 Clothing/Uniforms (General) (Non-Exempt)											
6 DPW CLOTHING ALLOWANCE/K HOY			213.93	1-01-26-290-000-043	B STREETS & ROADS Uniform Allowance	A	10/04/11	11/23/11	21152		N

Vendor # Name	PO # PO Date Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	First Rcvd	Chk/Void	1099
	Item Description						Enc Date	Date	Excl
	Tracking Id: 750 Clothing/Uniforms (General) (Non-Exempt)								
		677.42							
	Vendor Total:	677.42							
FOSTER FOSTER & COMPANY, INC.									
11-01100 10/25/11 HARDWARE & ELECTRICAL PARTS	B								
2 HARDWARE & ELECTRICAL PARTS	121.63	1-01-26-290-000-030			B STREETS & ROADS Materials/Supplies	A	10/25/11	11/22/11	8200279 N
Tracking Id: 2350 Machinery Equip & Supplies (Non-Exempt)									
	Vendor Total:	121.63							
BLANCH FRANK BLANCHE SIGNS									
11-00821 08/02/11 DIRECTION SIGNS TO DPW GARAGE									
1 DIRECTION SIGNS TO DWP GARAGE	247.00	1-01-26-290-000-030			B STREETS & ROADS Materials/Supplies	A	08/02/11	11/22/11	2518 N
Tracking Id: 3190 Sign Materials (Non-Exempt)									
	Vendor Total:	247.00							
GEBHAR GEBHARDT & KIEFER, P.C.									
11-00007 01/07/11 2011 MUNICIPAL ATTORNEY SERV. C1-00001 C									
11 OCT 2011 MUNICIPAL ATTORNEY	3,701.66	1-01-20-155-000-027			B LEGAL Legal SVCS	A	06/23/11	11/22/11	N
Tracking Id: 2800 Professional Services - Legal (Exempt)									
	Vendor Total:	475.81							
11-01168 11/17/11 2011 LEGAL SERVICES									
2 9/1-9/30/11 FIRST SURETY	475.81	1-01-20-155-000-027	B		B LEGAL Legal SVCS	A	11/17/11	11/22/11	204250 N
Tracking Id: 2810 Professional Services - Legal (Non-Exempt)									
FINANCIAL									
11-01183 11/23/11 WASHINGTON COMMUNITY SOLAR									
1 WASHINGTON COMMUNITY SOLAR	230.00	T-13-00-692-000-000			B WASHINGTON COMMUNITY SOLAR, LLC	A	11/23/11	11/29/11	17533 N
Tracking Id: 1380 Escrow (Exempt)									
SERVICES FOR PERIOD 10/2/11-11/5/11									
2 WASHINGTON COMMUNITY SOLAR	3,570.27	T-13-00-692-000-000			B WASHINGTON COMMUNITY SOLAR, LLC	A	11/23/11	11/29/11	203433 N
Tracking Id: 1380 Escrow (Exempt)									
SERVICES FOR 7/1-8/31/11									
3 WASHINGTON COMMUNITY SOLAR	1,200.91	T-13-00-692-000-000			B WASHINGTON COMMUNITY SOLAR, LLC	A	11/23/11	11/29/11	204268 N

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Exc]
	Tracking Id: 1380 Escrow (Exempt)											
	SERVICES FOR 9/1-9/30/11											

			5,001.18									
	11-01184 11/23/11 SALE OF PUBLIC WORKS GARAGE											
	1	9/1-9/30 SALE OF PUBLIC WORKS	584.23	T-13-00-695-000-000	B GIBSON'S GYM, INC.		A	11/23/11	11/23/11		204267	N
	Tracking Id: 1380 Escrow (Exempt)											
	GARAGE											
	Vendor Total: 9,762.88											
	GRANTURK GRANTURK EQUIPMENT CO.											
	11-00940	09/08/11 ELGIN SWEEPER PARTS		B								
	6	BEARING RETURN-RESTOCKING FEE	44.49	1-01-26-290-000-025	B STREETS & ROADS vehicle Maint		A	09/08/11	11/22/11		1095401-01	N
	Tracking Id: 1210 Equipment Maint & Repair (General) (Non-Exempt)											
	Vendor Total: 44.49											
	ANSBAC HENRY ANSBAC WELDING REPAIRS											
	11-01171	11/18/11 TRUCK#40 REPAIRS		B								
	2	TRUCK#40 REPLACED BOTH DRIVE	325.00	1-01-26-290-000-025	B STREETS & ROADS vehicle Maint		A	11/18/11	11/22/11		268861	N
	Tracking Id: 370 Auto Repair (CDL) (Mechanical) (Non-Exempt)											
	SHAFT, U-JOINTS AND EXHAUST HANGER											
	Vendor Total: 325.00											
	HEYER HEYER, GRUEL & ASSOCIATES											
	11-01195	11/28/11 Planning serv Wash Cemetery										
	1	PLANNING SERVICE WASHINGTON	2,036.25	T-13-00-698-000-000	B Washington Cemetery Association Inc.		A	11/28/11	11/29/11		30886	N
	Tracking Id: 2840 Professional Services - Planning (Exempt)											
	CEMETERY THROUGH 10/31/11											
	11-01196	11/28/11 Planner service P&P										
	1	PLANNER SERVICE FOR P & P OF	33.75	T-13-00-687-000-000	B P & P OF WASHINGTON LLC		A	11/28/11	11/29/11		30887	N
	Tracking Id: 2840 Professional services - Planning (Exempt)											
	WASHINGTON THROUGH 10/31/11											

Vendor # Name	PO # PO Date Description	Item Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl	
Per Resolution #189-2011													
	Vendor Total:		192.00										
MINOLT KONICA MINOLTA	11-00254 02/24/11 JAN-DEC KONICA DI181 COPIER			B									
	11 OCT KONICA DI181 COPIER RNTL	31.46	1-01-20-150-000-026			B TAX ASSESSMENT Maint Other Equip	A	02/24/11	12/01/11		219524713	N	
	Tracking Id: 940 Copier Equipment (Exempt)												
	Vendor Total:		31.46										
BLANCK KRISTINE BLANCHARD	11-01202 12/01/11 Dental Reimbursement-balance												
	1 Dental Reimbursement-bal. due	646.00	1-01-23-220-000-000			B GROUP HEALTH INSURANCE	A	12/01/11	12/01/11			N	
	Tracking Id: 2353 Medical Insurance (Exempt)												
	Vendor Total:		646.00										
11-01206 12/01/11 MILEAGE REIMBURSEMENT	1 MILEAGE REIMBURSEMENT	125.43	1-01-20-120-000-099			B CLERK Other Expenses	A	12/01/11	12/01/11			N	
	Tracking Id: 1174 Employee Reimbursement (Non-Exempt)												
	NEW JERSEY LEAGUE OF MUNICIPALITIES												
	CONVENTION 226 MILES AT 55.5 PER MILE												
	Vendor Total:		771.43										
LAMB LAMB PRINTING INCORP.	11-01140 11/09/11 FIRE SAFETY PERMITS&ENEVELOPES												
	1 250/FIRE SAFETY PERMITS	113.04	1-01-25-265-000-036			B FIRE & SAFETY CODE ENF Office Supplies	A	11/09/11	11/29/11		15793	N	
	Tracking Id: 2430 Office Supplies (General) (Non-Exempt)												
	2 500/#10 ENVELOPES	108.73	1-01-25-265-000-036			B FIRE & SAFETY CODE ENF Office Supplies	A	11/09/11	11/29/11		15795	N	
	Tracking Id: 2430 Office Supplies (General) (Non-Exempt)												
	Vendor Total:		221.77										
FINNELL LUCILLE R. FINNEMAN	11-01156 11/14/11 REFEREE FEES FOR SOCCER												
	1 REFEREE FEES FOR SOCCER	30.00	T-16-00-858-000-857			B SOCCER LEAGUE Referees/Umpires	A	11/14/11	11/22/11			N	

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	1099
								Date	Date	Date	Excl
		Vendor Total:	11.99								
TORRES ROBERT TORRES	11-01207	12/01/11 MILEAGE REIMBURSEMENT									
	1	MILEAGE REIMBURSEMENT	125.43		1-01-20-110-000-099	B MAYOR & COUNCIL Other Expenses	A	12/01/11	12/01/11	12/01/11	N
		Tracking Id: 1174 Employee Reimbursement (Non-Exempt)									
		NJSLOM CONVENTION									
		226 MILES AT 55.5 PER MILE									
	2	MILEAGE REIMBURSEMENT TO NEW	53.28		1-01-20-110-000-099	B MAYOR & COUNCIL Other Expenses	A	12/01/11	12/01/11	12/01/11	N
		Tracking Id: 1174 Employee Reimbursement (Non-Exempt)									
		JERSEY STATE ARCHIVES									
		FROM HOME TO TRENTON TO CONDUCT TITLE									
		SEARCH RELATING TO DEHAAS PROPERTY									
		96 MILES AT 55.5 CENTS PER MILE									
		-----	178.71								
		Vendor Total:	178.71								
SCHOLL SCHOLL, WHITTLESEY & GRUENBERG	11-01165	11/14/11 Legal serv 4/1-4/30/11									
	1	Legal serv 4/1-4/30/11	392.00		1-01-21-185-000-027	B BOARD OF ADJ Legal SVCS	A	11/14/11	11/22/11	11/22/11	N
		Tracking Id: 2800 Professional Services - Legal (Exempt)									
		Vendor Total:	392.00								
WILHES SCOTT M. WILHELM, ESQ	11-00248	01/05/11 2011 PUBLIC DEFENDER SERVICES									
	7	2011 PUBLIC DEFENDER SERVICES	600.00		1-01-43-495-000-027	B PUBLIC DEFENDER - Legal Services	A	04/04/11	11/22/11	11/22/11	N
		Tracking Id: 2810 Professional Services - Legal (Non-Exempt)									
		S. VETTORI \$200.00									
		R. CALDWELL \$400.00									
		Vendor Total:	600.00								
SMIMOT SMITH MOTOR COMPANY, INC	11-01125	11/03/11 VEHICLE PARTS									
	2	TRUCK #40 BOLT	4.56		1-01-26-290-000-034	B STREETS & ROADS vehicle Parts	A	11/03/11	12/01/11	12/01/11	N

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	Invoice	1099
										Date		Excl
	8	JADE ACQUISITION SITE PLAN	595.44	T-13-00-683-000-000		B JADE ACQUISITION LLC-SITE PLAN	A	11/01/11	11/29/11	17312	17312	N
		Tracking Id: 1380 Escrow (Exempt)										
		SERVICES FOR 9/4/11-10/1/11										
	9	JADE ACQUISITION SITE PLAN	535.00	T-13-00-683-000-000		B JADE ACQUISITION LLC-SITE PLAN	A	11/29/11	11/29/11	17460	17460	N
		Tracking Id: 1380 Escrow (Exempt)										
		SERVICES FOR 10/2/11-11/5/11										

		1,130.44										
	11-01158	11/14/11 Sanitary sewer-Heather Hill										
	1	SANITARY SEWER CONN.-HEATHER	180.00	T-13-00-657-000-000		B Barbieri Builders	A	11/14/11	11/22/11	17309	17309	N
		Tracking Id: 2780 Professional Services - Engineering (Exempt)										
		HILL/BARBIERE BUILDERS CORP.										
		BLOCK 44 LOT 34.02 SERVICES 9/4-10/1/11										
	11-01159	11/14/11 Sanitary/storm sewer Barbieri										
	1	SANITARY SEWER CONN.-BARBIERI	120.00	T-13-00-657-000-000		B Barbieri Builders	A	11/14/11	11/22/11	17275	17275	N
		Tracking Id: 2780 Professional Services - Engineering (Exempt)										
		BUILDERS BL 44 LOT 34.07										
		SERVICES FOR 9/4/11-10/1/11										
	11-01160	11/14/11 Ryan Homes										
	1	Ryan Homes	1,782.68	T-13-00-689-000-000		B RYAN HOMES	A	11/14/11	11/22/11	17310	17310	N
		Tracking Id: 2780 Professional Services - Engineering (Exempt)										
	11-01161	11/14/11 Heather Hill										
	1	9/4/11-10/1/11 HEATHER HILL	440.00	T-13-00-657-000-000		B Barbieri Builders	A	11/14/11	11/22/11	17266	17266	N
		Tracking Id: 2780 Professional Services - Engineering (Exempt)										
		SUBDIVISION INSPECTION										
	11-01162	11/14/11 P&P										
	1	P&P OF WASHINGTON	200.00	T-13-00-687-000-000		B P & P OF WASHINGTON LLC	A	11/14/11	11/22/11	17277	17277	N
		Tracking Id: 2780 Professional Services - Engineering (Exempt)										
		BLOCK 56 LOT 1 PRELIMINARY AND FINAL										
		SITE PLAN										
	11-01182	11/23/11 WASHINGTON COMMUNITY SOLAR										
	1	WASHINGTON COMMUNITY SOLAR	172.50	T-13-00-692-000-000		B WASHINGTON COMMUNITY SOLAR, LLC	A	11/23/11	11/23/11	17337	17337	N

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
	Tracking Id: 1380	Escrow (Exempt)										
11-01199	11/28/11	Eng Service Park Hill Apts					A	11/28/11	11/29/11		17553	N
	1	ENGINEERING SERVICE PARK HILL	540.88	T-13-00-675-000-000	B	PARK HILL APARTMENTS						
	Tracking Id: 2780	Professional Services - Engineering (Exempt)										
	APARTMENTS BL 83 LOT 5 SERVICES FOR											
	11/6/11-11/12/11											
11-01201	12/01/11	STREET OPENING/AMERICAN WATER					A	12/01/11	12/01/11		17461	N
	1	10/2-11/5/11 STREET OPENING/	1,710.00	T-13-00-601-000-000	B	Street Opening Deposits						
	Tracking Id: 1380	Escrow (Exempt)										
	AMERICAN WATER											
	Vendor Total:		9,054.17									
SUNSHI	SUNSHINE TREE & LANDSCAPE											
11-01128	11/03/11	EMERGENCY STORM DAMAGE MAINT.		B			A	11/03/11	11/28/11		3547	N
	2	EMERGENCY STORM DAMAGE MAINT.	7,500.00	1-01-26-313-000-029	B	SHADE TREE COMMISSION Other Contr Svcs						
	Tracking Id: 3592	Tree Trimming (Non-Exempt)										
	Vendor Total:		7,500.00									
USMUNSUP	U.S. MUNICIPAL											
11-01129	11/03/11	FLOW PARTS		B			A	11/03/11	12/01/11		6010129	N
	2	SKID SHOE CASTING FOR PLOW	487.16	1-01-26-290-000-025	B	STREETS & ROADS Vehicle Maint						
	Tracking Id: 310	Auto Parts & Accessories (Non-Exempt)										
	3	LOCKING NUTS, CAST WEAR RUNNER	190.37	1-01-26-290-000-025	B	STREETS & ROADS Vehicle Maint						
	Tracking Id: 310	Auto Parts & Accessories (Non-Exempt)										
	ADAPTOR, HEX NUTS, AXLE BOLT & COTTER											
	PIN FOR PLOW											
	Vendor Total:		677.53									
VERIZONL	VERIZON COMMUNICATIONS											
11-00630	06/10/11	LIBRARY - INTERNET		B			A	06/10/11	11/23/11			N
	7	11/10-12/9/11 LIBRARY-INTERNET	91.99	1-01-29-390-000-076	B	MUNICIPAL LIBRARY Telephone						

Vendor # Name	PO # PO Date Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	1099
	Item Description						Date	Date	Date	Excl
	INCLUDED \$400.000 EXTRA JUST IN CASE OTHER COSTS OCCUR DURING REPAIR									
	LESS \$1,700.00 CREDIT ADJUSTMENT									
	Vendor Total:	2,990.10								
WBPAY WASH. BOROUGH PAYROLL ACCOUNT										
11-01190 11/28/11 COVER PAYROLL OF 11/30/11										
1 GENERAL ADMIN.-F.T.-11/30 PAY	4,992.42	1-01-20-100-000-011			B GENERAL ADMIN Full Time	P	4764 11/28/11	11/28/11	11/28/11	N
Tracking Id: 2560	Payroll (General) (Exempt)									
2 CLERK-F.T.-11/30 PAYROLL	2,994.08	1-01-20-120-000-011			B CLERK - Full Time	P	4764 11/28/11	11/28/11	11/28/11	N
Tracking Id: 2560	Payroll (General) (Exempt)									
3 CLERK-P.T.-11/30/11 PAYROLL	62.50	1-01-20-120-000-012			B CLERK Part Time	P	4764 11/28/11	11/28/11	11/28/11	N
Tracking Id: 2560	Payroll (General) (Exempt)									
4 FIN.ADMIN.-P.T.-11/30/11 PAY	1,086.22	1-01-20-130-000-012			B FINANCIAL ADMINISTRATION-PART TIME	P	4764 11/28/11	11/28/11	11/28/11	N
Tracking Id: 2560	Payroll (General) (Exempt)									
5 FIN.ADM.-F.T.-11/30/11 PAYR.	2,693.96	1-01-20-130-000-011			B FINANCIAL ADMIN Full Time	P	4764 11/28/11	11/28/11	11/28/11	N
Tracking Id: 2560	Payroll (General) (Exempt)									
6 TAX COLLECTION-F.T. 11/30 PAY	6,555.80	1-01-20-145-000-011			B TAX COLLECTION Full Time	P	4764 11/28/11	11/28/11	11/28/11	N
Tracking Id: 2560	Payroll (General) (Exempt)									
7 TAX ASSESSMENT-P.T. 11/30 PAY	1,245.28	1-01-20-150-000-012			B TAX ASSESSMENT Part Time	P	4764 11/28/11	11/28/11	11/28/11	N
Tracking Id: 2560	Payroll (General) (Exempt)									
8 PLANNING BOARD-P.T. 11/30 PAY	155.32	1-01-21-180-000-012			B PLANNING BOARD Part Time	P	4764 11/28/11	11/28/11	11/28/11	N
Tracking Id: 2560	Payroll (General) (Exempt)									
9 BD. OF ADJUST.-P.T. 11/30 PAY	133.00	1-01-21-185-000-012			B BOARD OF ADJ Part Time	P	4764 11/28/11	11/28/11	11/28/11	N
Tracking Id: 2560	Payroll (General) (Exempt)									
10 LOCAL CODE ENF.-P.T. 11/30 PAY	940.00	1-01-22-195-000-011			B LOCAL CODE ENF Full Time	P	4764 11/28/11	11/28/11	11/28/11	N
Tracking Id: 2560	Payroll (General) (Exempt)									
11 EMERGENCY MGMT.-P.T. 11/30 PAY	125.00	1-01-25-252-000-012			B EMERGENCY MGMT Part Time	P	4764 11/28/11	11/28/11	11/28/11	N
Tracking Id: 2560	Payroll (General) (Exempt)									
12 FIRE & SAFETY-P.T. 11/30 PAY	821.73	1-01-25-265-000-012			B FIRE & SAFETY CODE ENF Part Time	P	4764 11/28/11	11/28/11	11/28/11	N
Tracking Id: 2560	Payroll (General) (Exempt)									
13 STR. & RDS.-F.T. 11/30 PAYR.	12,992.52	1-01-26-290-000-011			B STREETS & ROADS Full Time	P	4764 11/28/11	11/28/11	11/28/11	N
Tracking Id: 2560	Payroll (General) (Exempt)									
14 STR. & RDS.-SEASONAL-11/30 PAY	863.50	1-01-26-290-000-013			B STREETS & ROADS Seasonal	P	4764 11/28/11	11/28/11	11/28/11	N
Tracking Id: 2560	Payroll (General) (Exempt)									
15 BLDGS. & GRNDS.-P.T. 11/30 PAY	513.66	1-01-26-310-000-012			B BUILDINGS & GROUNDS Part Time	P	4764 11/28/11	11/28/11	11/28/11	N

Vendor # Name	PO # PO Date Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
11-01138	11/03/11 JANITORIAL SUPPLIES										
	2 MOPHEAD	4.55	1-01-26-310-000-035	B	B BUILDINGS & GROUNDS Janitorial Supplies	A	11/03/11	12/01/11			N
	Tracking Id: 2110		Janitorial Supplies (General) (Non-Exempt)								
	Vendor Total:	98.86									
	SMITHW WILLIAM SMITH										
11-01143	11/09/11 REFUND OF BASKETBALL FEE										
	1 REFUND OF BASKETBALL FEE	35.00	T-16-00-858-000-866		B YOUTH BASKETBALL Fees (Revenue)	A	11/09/11	11/29/11			N
	Tracking Id: 2911		Recreation Program Refunds (Exempt)								
	NOT ENOUGH PLAYERS FOR 7TH & 8TH GRADE BOYS										
	Vendor Total:	35.00									
	ANDREUZ ZACHERY ANDREULA										
11-01170	11/17/11 SOCCER REFEREE FEES										
	1 SOCCER REFEREE FEES	30.00	T-16-00-858-000-857		B SOCCER LEAGUE Referees/Umpires	A	11/17/11	11/23/11			N
	Tracking Id: 3271		Sports Referee/Umpire Services (Exempt)								
	11/7 D5 GIRLS VS. GREENWICH										
	Vendor Total:	60.00									
11-01180	11/23/11 SOCCER REFEREE FEES										
	1 SOCCER REFEREE FEES	30.00	T-16-00-858-000-857		B SOCCER LEAGUE Referees/Umpires	A	11/23/11	11/29/11			N
	Tracking Id: 3271		Sports Referee/Umpire Services (Exempt)								
	11/12 D5 BOYS VS. FRANKLIN A										
	Vendor Total:	60.00									

Total Purchase Orders: 96 Total P.O. Line Items: 157 Total List Amount: 519,993.34 Total Void Amount: 0.00

Fund Description	Fund	Budget Total	Revenue Total
OPERATING FUND	1-01	502,934.96	0.00
ANIMAL CONTROL FUND	T-12	112.80	0.00
DEVELOPER'S ESCROW FUND	T-13	15,944.43	0.00
RECREATION TRUST	T-16	1,001.15	0.00
	Year Total:	17,058.38	0.00
	Total of All Funds:	519,993.34	0.00

197-2011

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;

 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: **Veolia Water Contract**. 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: **Manager Annual Review** 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.

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