

BOROUGH OF WASHINGTON, WARREN COUNTY, NJ
COUNCIL AGENDA
April 5, 2016
7:00 PM

STATEMENT OF ADEQUATE NOTICE:

ROLL CALL: Clerk will call the Roll

COUNCIL APPEARANCE:

- Ruth Grabner – Painting Donation
- Trust for Public Land

MINUTES:

- Regular Meeting Minutes February 16, 2016
- Regular Meeting Minutes March 15, 2016

AUDIENCE:

Remarks, petitions, statements and testimony from guests

REPORTS

COMMITTEE REPORTS:

Streets Committee
Sewer Committee
Shared Service

OLD BUSINESS:

ORDINANCES:

NEW BUSINESS:

1. Amendment to Power Purchase Agreement – Washington Community Solar
2. Resolution 57-2016 Redemption of Tax Certificate
3. Resolution 58-2016 Redemption of Tax Certificate
4. Resolution 59-2016 Redemption of Tax Certificate
5. Resolution 60-2016 Redemption of Tax Certificate
6. Resolution 61-2016 Redemption of Tax Certificate
7. Resolution 62-2016 Redemption of Tax Certificate
8. Resolution 63-2016 Authorization for Application of the 2015 Recycling Tonnage Grant
9. Resolution 64-2016 Redemption of Tax Certificate
10. Resolution 65-2016 Authorizing Adjustment of Borough's Sewer Service Charge due to Disconnection from Sewer System
11. Resolution 66-2016 Authorizing a Five Month Extension of the Police Shared Services Agreement between the Borough of Washington and the Township of Washington at the Expiration of its Initial Term for an Additional Five (5) Months.
12. Resolution 67-2016 Temporary Appropriation Current Fund
13. Resolution 68-2016 Temporary Appropriation Sewer Utility
14. Resolution 69-2016 Appointment of Fire Official Matt Lopez to the Planning Board
15. Authorizing the Master Subscription Agreement for the GovPilot Program
16. Resolution 71-2016 Appointing Matt Lopez as the Fire Official at the Recommendation of the Borough Manager and the Fire Chief.
17. Resolution 72-2016 Redemption of Tax Sale Certificate
18. Resolution 73-2016 Approval of Grant Application for Shade Tree Commission

VOUCHERS

RECAP

COUNCIL REMARKS:

Remarks, Reports, Discussions

EXECUTIVE SESSION:

Executive Session Authorization Resolution 70-2016

ADJOURNMENT: _____ P.M.

**BOROUGH OF WASHINGTON, WARREN COUNTY, NEW JERSEY
WASHINGTON BOROUGH COUNCIL MINUTES – February 16, 2016**

The Regular Meeting of the Borough Council of Washington, Warren County, New Jersey was held in the Council Chambers of Borough Hall at 7:00 P.M.

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.”

Mayor McDonald led everyone in the flag salute.

Roll Call: Thompson, Noone, Heinrich, Conry, McDonald, Higgins

Absent: Klimko

Also Present: Pat Titus, Acting Clerk;
Dick Cushing, Municipal Attorney

MINUTES:

Reorganization Meeting Minutes - January 5, 2016

Motion made by Noone, seconded by Conry to approve the Reorganization Meeting Minutes of January 5, 2016.

Ayes: 6, Nays: 0
Motion Carried

CORRESPONDENCE:

Warren County Department of Land Preservation – Warren County Municipal and Charitable Conservancy Trust Fund Committee (Representative Needed)

Warren County Department of Land Preservation – Warren County Preservation Day at Ramsaysburg Homestead – May 21

A motion was made by Heinrich, seconded by Noone to receive and file the correspondence.

Ayes: 6, Nays: 0
Motion Carried

Council Discussion:

Mayor McDonald stated that the Borough needs a Representative for the Warren County Municipal and Charitable Conservancy Trust Fund Committee. Mayor McDonald added that this committee is important to the Borough since the Washington Theatre will be looking to submit an application to this board. Councilwoman Conry volunteered to represent Washington Borough with no objections.

COUNCIL APPEARANCE:

Value Lighting Energy Solutions – Jim Smith

Mayor McDonald stated that the appearance will be postponed since Mr. Jim Smith was not in attendance.

AUDIENCE:

Mayor McDonald opened up the audience portion for remarks, petitions, statements, and testimony from guests.

Reverend Terelisa Bauknight – Mt. Pisgah AME Church, 169 North Lincoln Avenue

Reverend Bauknight stated that yesterday the D.P.W. came to salt North Lincoln Avenue and it went about half way up then backed up and salted the parking lot for the library. The truck then proceeded to turn right on to New Street, never salting the area of North Lincoln Avenue in front of Mt. Pisgah AME Church. Mayor McDonald asked Ms. Titus to make a note for Manager Blanchard to make sure the D.P.W. gets all the way to the end of New Street. Reverend Bauknight added that she still has an issue with the garbage blowing down the street in front of Sal's Pizza on Route 57. Mayor McDonald replied that he will have Code Enforcement Bescherer pay close attention to the garbage in that location.

Hearing no further comments from the audience a motion was made by Heinrich, seconded by Noone to close the audience portion of the meeting.

Ayes: 6, Nays: 0
Motion Carried

REPORTS:

A motion was made by Higgins, seconded by Thompson to receive and file the following reports:

1. Municipal Court Report – January

Ayes: 6, Nays: 0
Motion Carried

ORDINANCES:

Ordinance #1-2016 An Ordinance of the Borough of Washington Creating Chapter __ Article __ Section __ of the Code of the Borough of Washington Authorizing and Regulating the Use of Fire Pits and Chimineas and Liquefied Petroleum-Gas-Fire Cooking Devices. (Public Hearing / Adoption).

A motion made by Heinrich, seconded by Conry to introduce Ordinance #1-2016 on final passage and have the clerk read by title and publication statement.

Roll Call: Conry, Noone, Heinrich, McDonald
Ayes: 4, Nays: (2) Thompson, Higgins
Motion Carried

The Clerk read Ordinance #1-2016 An Ordinance of the Borough of Washington Creating Chapter __ Article __ Section __ of the Code of the Borough of Washington Authorizing and Regulating the Use of Fire Pits and Chimineas and Liquefied Petroleum-Gas-Fire Cooking Devices.

ORDINANCE # 1-2016

AN ORDINANCE OF THE BOROUGH OF WASHINGTON CREATING CHAPTER __, ARTICLE __, SECTION __, OF THE CODE OF THE BOROUGH OF WASHINGTON AUTHORIZING AND REGULATING THE USE OF FIRE PITS AND CHIMINEAS & LIQUEFIED PETROLEUM-GAS-FIRE COOKING DEVICES.

WHEREAS, the Borough Council of the Borough of Washington (“Borough”) determines that outdoor fire can pose a significant hazard to the public health, safety, general welfare, and the quality of life of the residents of the Borough; and

WHEREAS, many residents seek to use and enjoy fire pits, chimineas, and like devices; and

WHEREAS, the Borough Council, pursuant to its regulatory authority, seeks to regulate outdoor fires to protect the safety, well-being and quality of life of all person within the Borough; and

WHEREAS, this Ordinance will permit the Borough Council to authorize and regulate the use of fire pits, outdoor fireplaces, and chimineas.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Common Council of the Borough of Washington, County of Warren, State of New Jersey, as follows:

Section One: Fire Pits and Chimineas, A new Article _____, of the Borough Code, entitled “Fire Pits and Chimineas”, is hereby created so the same shall read as follows:

Section _____: Fire Pits and Chimineas.

Fire pits, chimineas, outdoor fireplaces, and other similar devices are authorized within the Borough boundaries subject to the restrictions set forth in this Chapter.

Section _____. Restrictions.

- (a) Only firewood, wood pellets or coal may be burned in a fire pit, chiminea, outdoor fireplace, or other similar device within the Borough. No trash or other waste such as garbage, leaves, yard waste, brush, vines, evergreen needles, construction debris, rubbish, plastic materials, leather, furniture, engineered and architectural wood or petroleum based materials may be used to fuel any fire in any such device.
- (b) Kindling may be used to start a fire.
- (c) No outdoor fire, whether in a fire pit, chiminea, or the like, may be left unattended.

Section _____. Enforcement.

- (a) This Ordinance shall be administered by the Washington Borough Department of Fire

Prevention, Washington Fire Department on Duty Officer or Senior Firefighters, Washington Township Police Department.

- (b) Anyone authorized to enforce this ordinance shall have the authority to immediately cause any person using a fire pit, chiminea, outdoor fireplace or like device within the Borough boundaries to extinguish the same if the enforcement official believes that the use of the fire pit, outdoor fireplace, chiminea, or like device is in violation of this ordinance.

Section _____, Penalties.

Any individual, person, firm, or corporation, violating any of the provisions of this ordinance shall be liable to a fine no less than \$50.00 and no more than \$500.00.

Section Two: Prohibited open burning.

Open burning that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Section Three: Recreational Fires.

Recreational fires shall not be conducted within 25 feet (7620 mm) of a structure or combustible material. Conditions which could cause a fire to spread within 25 feet (7620 mm) of a structure shall be eliminated prior to ignition.

Section Four: Protection.

A minimum of one portable fire extinguisher with a minimum 4-A rating or other approved on site fire-extinguisher equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

Section Five: Open-flame cooking devices and outdoor fire-places.

Charcoal burners, other open-flame cooking devices and outdoor fireplaces shall not be operated or stored on combustible balconies or decks or within 5 feet (1524 mm) of combustible construction.

Section Six: Liquefied-petroleum-gas-fueled cooking.

Portable LP-gas cooking equipment such as barbecue grills and outdoor fireplaces shall not be stored or used:

1. On any porch, balcony or any other portion of a building;
2. Within any room or space of a building

3. Within 5 feet (1524 mm) of any combustible exterior wall;
4. Within 5 feet (1524 mm), vertically or horizontally, of an opening in any wall; or
5. Under any building overhang.

Section Seven: If any section, subdivision, paragraph, clause, or provision of this ordinance shall be adjusted invalid, such adjudication shall apply only to such section, subdivision, paragraph, clause, or provision and the remainder of this ordinance shall be deemed valid and effective. All ordinances or parts of ordinance inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section Eight: This ordinance shall become effective upon final passage and publication according to law.

Public Hearing:

Reverend Bauknight stated that she feels it is important to have regulations on the fire pits as there are many residents who use them within her neighborhood.

Hearing no additional comments from the public, a motion was made by Heinrich, seconded by Noone to close the public hearing of Ordinance #1-2016

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

A motion was made by Conry, seconded by Noone to adopt Ordinance #1-2016 on final passage.

Council Discussion:

Councilman Higgins asked which chapter, article and section of the codebook would this ordinance go into. Attorney Cushing replied that often what happens is that the codebook publishing company will organize it along with the other changes and then send back to the Borough for approval.

Roll Call: Conry, Noone, Heinrich, McDonald
Ayes: 4, Nays: (2) Thompson, Higgins
Motion Carried

NEW BUSINESS:

Resolution #39-2016 Redemption of a Tax Certificate

RESOLUTION #39-2016

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 16, 2015 to US Bank Cust Pro Capital 6, 50 S 16th Street, Suite 2050, Philadelphia, PA 19102, in the amount of \$351.96 for taxes or other municipal liens assessed for the year 2014 in the name of Butterfield, Warren as supposed owner, and in said assessment and sale were described as 21 Fisher Avenue, Block 84 Lot 34, which sale was evidenced by Certificate #15-00040; and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 2-08-16 and before the right to redeem was cut off, as provided by law, Warren Butterfield claiming to have an interest in said lands, did redeem said lands claimed by US Bank Cust Pro Capital 6 by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$411.00 which is the amount necessary to redeem Tax Sale Certificate #15-00040.

NOW THEREFORE BE IT RESOLVED, on this 16 day of February 2016 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 Pro Capital 6, 50 S 16th Street, Suite 2050, Philadelphia, PA 19102 in the amount of **\$1,611.00** (This amount consists of \$411.00 Certificate Amount redeemed + \$1,200.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 84 Lot 34 from the tax office records.

Resolution #40-2016 Redemption of a Tax Certificate

RESOLUTION # 40-2016

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 16, 2015 to JU Solo 401k Trust, 42 Huntington Rd, Basking Ridge, NJ 07920, in the amount of \$181.81 for taxes or other municipal liens assessed for the year 2014 in the name of Borough of Washington, Foreclosure as supposed owner, and in said assessment and sale were described as 44 Taylor Street, Block 31 Lot 6, which sale was evidenced by Certificate #15-00016; and

WHEREAS, I, Natasha Turchan, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that Certificate #15-00016 was sold in error at the October 16, 2015 Tax Sale. The Borough of Washington claiming to have an interest in said lands, will redeem said lands claimed by JU Solo Trust, by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$233.81, which is the amount necessary to redeem Tax Sale Certificate #15-00016.

NOW THEREFORE BE IT RESOLVED, on this 16th day of February, 2016 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to Washington Borough in the amount of **\$233.81**.

Resolution #41-2016 Redemption of a Tax Certificate

RESOLUTION #41-2016

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 16, 2015 to JU Solo 401K Trust, 42 Huntington Rd, Basking Ridge, NJ 07920, in the amount of \$181.81 for taxes or other municipal liens assessed for the year 2014 in the name of Borough of Washington Foreclosure as supposed owner, and in said assessment and sale were described as 44 Taylor Street, Block 31 Lot 6, which sale was evidenced by Certificate #15-00016; and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 2-16-16 and before the right to redeem was cut off, as provided by law, Borough of Washington, claiming to have an interest in said lands, did redeem said lands claimed by JU Solo 401K Trust by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$233.81 which is the amount necessary to redeem Tax Sale Certificate #15-00016.

NOW THEREFORE BE IT RESOLVED, on this 16th day of February, 2016 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to JU Solo 401K Trust, 42 Huntington Rd, Basking Ridge, NJ 07920 in the **amount of \$333.81** (This amount consists of \$233.81 Certificate Amount redeemed + \$100.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 31 Lot 6 from the tax office records.

Resolutions #39-2016, #40-2016, and #41-2016 were moved on a motion made by Noone, seconded by Conry and approved.

Roll Call: Thompson, Conry, Noone, Heinrich, Higgins,
McDonald

Ayes: 6, Nays: 0

Motion Carried

Resolution #42-2016 Authorizing the Mayor and Clerk to Execute a Contract with Utility Service Partners dba Service Line Warranties of America (for consideration)

Resolution #42-2016 was moved on a motion made by Conry, seconded by Heinrich.

Council Discussion:

Councilman Higgins questioned the wording in the Grant of License section of the Agreement, specifically the non-exclusive license and the fact that the Borough can not extend a similar license to any competitor. Attorney Cushing agreed with Councilman Higgins that the wording was contradicting. Councilman Higgins also questioned the Choice of Law/Attorney Fees portion of the agreement if which Attorney Cushing stated adds an uncertainty to the negotiation process. Councilman Higgins also added that there is nothing in the agreement that states how Utility Service Partners will be audited or how they are going to provide numbers to the Borough which states how much revenue is owed. Attorney Cushing replied that there is wording in the Consideration portion of the agreement that states that SLWA shall include with each License Fee payment to the Borough a statement signed by an SLWA corporate officer certifying the calculation of the License Fee. Attorney Cushing noted that the agreement also states that it is the Borough's right but at their expense to conduct an audit. Mayor McDonald suggested that Manager Blanchard send a letter to Utility Service Partners stating the corrections of taking out the last sentence of paragraph two and the last sentence of paragraph ten. Council agreed to table the resolution until the agreement is amended.

Motion was withdrawn by Conry, seconded by Heinrich.

Councilman Heinrich suggested the Borough obtain a copy of an example of the agreement between the homeowner and the Utility Service Partners.

A motion made by Thompson, seconded by Noone to table Resolution #42-2016 until the necessary amendments are made.

Ayes: 6, Nays: 0
Motion Carried

VOUCHERS:

Mayor McDonald entertained a motion to approve the vouchers and claims in the amount of \$135,269.68

Motion made by Noone, seconded by Conry to approve the vouchers.

Council Discussion:

Councilman Higgins asked if the legal charge on page four was the last bill that the Borough would receive in regards to the D.P.W. Garage litigation. Ms. Titus will have Manager Blanchard reply back to Council.

Roll Call: Noone, Heinrich, Thompson, Conry, Higgins,
McDonald

Ayes: 6, Nays: 0

Abstain: (1) Thompson (Fire & EMS only)

Motion Carried

RECAP:

Ms. Titus will have Manager Blanchard strike out the necessary sentences from paragraphs two and ten of Resolution #42-2016 Authorizing the Mayor and Clerk to Execute a Contract with Utility Service Partners dba Service Line Warranties of America. Ms. Titus will also ask Manager Blanchard to request a draft copy of an agreement with the homeowners from Utility Service Partners. Manager Blanchard will also make sure D.P.W. sands or salts on North Lincoln north of New Street and look into the legal charges from Kelly, Trinity & Farsiou, LLC.

COUNCIL REMARKS:

Mayor McDonald stated that in the Manager's Report there is the question of whether Council wants to hire Mr. Frank Mangravite to examine the contract for the sewer plant. Councilman Higgins suggested that Manager Blanchard ask Mr. Mangravite to appear before Council to discuss how he can assist the Borough. Mayor McDonald asked Attorney Cushing to investigate how the Borough can get the properties on the foreclosure list available for sale. Attorney Cushing discussed many options with Council including having an auction company such as Max Spann discuss options with Council.

Councilman Higgins stated that Manager Blanchard was supposed to obtain quotes for the demolition of 149 North Lincoln Avenue and would like an update provided to Council. Councilman Higgins asked if a fire hydrant is on personal property, what right does a public utility have to put a piece of equipment on private property? Attorney Cushing replied that without an easement or right of way there is no right for anyone to place any equipment on private property. Attorney Cushing added that if he was the property owner and a piece of utility equipment was placed on his property then he would expect some type of compensation from the utility company. Councilman Higgins discussed the property between South Lincoln Avenue and Broad Street that is owned by Norfolk Southern Corporation and how they want to close it off. Councilman Higgins would like to ask Norfolk Southern to produce a survey proving ownership of the property.

Councilman Thompson stated that the garbage on Broad Street has been an eyesore for two days. Mayor McDonald noted that item is on Manager Blanchard's list to take care of.

Councilman Heinrich noted that the Borough's website needs to be updated with the Mayor's Year End message and the Senior Advisory Committee's updates.

Councilwoman Noone mentioned that there is a benefit for the renovation and restoration of the Washington Theatre this Friday, February 19th at Centenary College called Building Bridges with an artist's reception from 6:00 p.m. to 10:00 p.m. and the exhibit continues through February 28th. Councilwoman Noone also mentioned that there is a lot of garbage and mattresses being dumped on the property across from the Advanced Auto Parts.

Councilman Thompson added that he would like an update on the time clocks soon.

EXECUTIVE SESSION:

At this time, Mayor McDonald stated that an Executive Session is needed. A motion was made by Conry, seconded by Heinrich to enter into Executive Session for pending

litigation after a ten minute recess.

Ayes: 6 Nays: 0
Motion Carried

RESOLUTION # 44-2016

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: _____/Personnel_____ The public disclosure of such information at this time would have a potentially negative impact on the municipality's position in the litigation or negotiation; therefore this information will be withheld until such time as the matter is concluded or the potential for negative impact no longer exists.)

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

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

_____ Matters involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining of any specific prospective or current public officer or employee of the public body, where all individual employees or appointees whose rights could be adversely affected have not requested in writing that the matter(s) be discussed at a public meeting; (The employee(s) and/or general nature of discussion is: _____ 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.

A motion was made by Conry, seconded by Noone, to go out of Executive Session.

Ayes: 6, Nays: 0
Motion Carried

Attorney Cushing noted that in addition to the Wolosky matter, also discussed in Executive Session was a matter involving excess fees charged to the Domestic Abuse and Sexual Assault Crisis Center of Warren County, as well as a quick update on the affordable housing developments.

A motion was made by Conry, seconded by Thompson to add into the record these additional items discussed in Executive Session.

Ayes: 6, Nays: 0
Motion Carried

A motion was made by Conry, seconded by Noone to grant relief of \$1,074.50 to the Domestic Abuse and Sexual Assault Crisis Center of Warren County due to an error on behalf of the Borough of Washington.

Roll Call: Noone, Heinrich, Thompson, Conry, Higgins,
McDonald

Ayes: 6, Nays: 0
Motion Carried

ADJOURNMENT:

Hearing no further business, a motion was made by Higgins, seconded by Conry to adjourn the meeting at 8:22 p.m.

Ayes: 6, Nays: 0
Motion Carried

Mayor Scott McDonald

Kristine Blanchard, RMC Borough Clerk

**BOROUGH OF WASHINGTON, WARREN COUNTY, NEW JERSEY
WASHINGTON BOROUGH COUNCIL MINUTES – March 15, 2016**

The Regular Meeting of the Borough Council of Washington, Warren County, New Jersey was held in the Council Chambers of Borough Hall at 7:00 P.M.

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.”

Mayor McDonald asked everyone to stand for a moment of silence after the flag salute in honor of the passing of former First Lady Nancy Reagan and the passing of the Mount Arlington Mayor Arthur Ondish.

Mayor McDonald led everyone in the flag salute.

Roll Call: Thompson, Noone, Heinrich, Conry, McDonald, Higgins,
Klimko

Also Present: Kristine Blanchard, RMC Borough Manager/Clerk;
Leslie Parikh, Municipal Attorney

COUNCIL COMMITTEE REPORTS:

Streets Committee

Councilman Higgins stated that there was a Streets Committee meeting yesterday in which many items were discussed but most importantly was the mid-block crossing bump out and the concern over the traffic pattern. Mr. Dawson Bloom stated that the project is at the point now where he is just finishing the design plans and working on the construction staging along with traffic maintenance. With the reduction of the lanes to no shoulders in the areas of the bump out there is not a lot of room to maintain traffic in two different directions during construction. Mr. Bloom added that if the Borough were to keep the bump outs in the final product, there would be fairly disruptive traffic patterns such as traffic down to one lane or a full detour, neither of which are good alternatives. With the disruption of traffic in mind, Mr. Bloom proposed removing the bump outs one side at a time which will allow sufficient space for two lanes of traffic and reconstruct new pavement. In order to achieve that, parking would need to be restricted along both sides of Route 57 up through School Street throughout the construction process. Mr. Bloom also added that there would be an additional cost to the project due to constructing

more of the roadway than the original plans anticipated. Mr. Bloom estimates about a twenty five percent increase to the project which would bring the cost to between seventy five thousand and eighty five thousand dollars. Mr. Bloom stated that to keep the bump outs and complete the project is still possible but it would be much more difficult and would be a disruption to a larger part of the community than removing the bump outs and keeping all of the traffic flowing on Route 57. Mr. Bloom estimated that the project would take three months and is open to discussion as to what the best time period is. Mr. Bloom stated that the condition of the mid-block crossing is getting to a point where something needs to be done to get it repaired. Mayor McDonald asked if there are plans for any type of warning lighting similar to what is in the crosswalk now. Mr. Bloom replied that there will be advanced warning high reflectivity signage. Mayor McDonald expressed concern over the fact that many vehicles currently do not stop for the crosswalk. Council discussed many concerns in regards to the mid-block crossing as well as Councilman Higgins brought up the fact that the clock would have to be moved. Mr. Bloom replied that the easiest solution would be to relocate the clock closer to the pocket park area. Mr. Montaverde replied that the clock would need to be moved in pieces and would cost a minimum of six hundred fifty dollars which he would have to bring up to the BID's Executive Board.

A motion made by Conry, seconded by Klimko to complete the plans for the mid-block crossing with the removal of the bump outs in order for the plans to be presented to Council and then submitted to the DOT.

Roll Call: Conry, Noone, Heinrich, McDonald, Klimko
Ayes: 5, Nays: (2) Higgins, Thompson
Motion Carried

Councilman Higgins stated that also discussed at the Streets Committee meeting was a list of streets that may be paved this year. Councilman Higgins also added that the increase in the mid-block crossing project will decrease the funds in the budget for paving. Councilman Higgins noted that the next Streets Committee meeting will be Monday, March 28th at 10:30a.m.

MINUTES:

Regular Meeting Minutes – February 2, 2016

Motion made by Noone, seconded by Conry to approve the Regular Meeting Minutes of February 2, 2016.

Ayes: 7, Nays: 0
Motion Carried

CORRESPONDENCE:

Jeanine Gleba – Finances, Streets, etc.

Mayor McDonald added at this time that Councilman Higgins dropped off a certificate from the Washington Emergency Squad.

Mayor McDonald read the following certificate into the record:

We are in grateful appreciation of the continued support to our squad and the communities we serve. We wish to thank the Borough of Washington

A motion was made by Higgins, seconded by Conry to receive and file the correspondence.

Ayes: 7, Nays: 0
Motion Carried

AUDIENCE:

Mayor McDonald opened up the audience portion for remarks, petitions, statements, and testimony from guests.

Penelope Griffin – 8 Newbold Court

Ms. Griffin noted that on Route 31 between Route 57 and the Shop Rite there is only one traffic light which makes crossing Route 31 hazardous for pedestrians. Ms. Griffin added that she has seen many children and adults trying to cross Route 31 especially in the area of Borough Park. Ms. Griffin was wondering how plausible it is to have a stop light or an overpass in the area of Borough Park. Mayor McDonald replied that the request would have to go through the New Jersey Department of Transportation since it is a state highway. Ms Griffin also asked if there were any updates on the Washington Theatre. Mayor McDonald replied that the gentleman who is going to lease the Washington Theatre and the owner have worked out a deal for the lease but he does not believe the lease has been signed yet.

Sonia Rahm – 107 Park Avenue

Ms. Rahm stated that she has lived in Washington for seventeen years and has seen the population and the traffic grow. Ms. Rahm added that she has the same concerns for the area of Route 31 near Borough Park. Ms. Rahm asked Council what would need to be done in order to get an overpass in that area. Mayor McDonald replied that it would be a good idea to start with local legislators to get them on board and then submit a petition to

the State of New Jersey. Councilman Higgins suggested that Manager Blanchard contact Municipal Engineer Dawson Bloom to find out what would need to be done.

John Montaverde, Executive Director, Washington Borough BID

Mr. Montaverde provided Council with two packets of information, the first being a tiered level of sponsorship for the events that the BID will be running throughout 2016. Mr. Montaverde noted that some higher level sponsorships and lower level sponsorship numbers were both added for many of the BID's events which will allow more funds to advertise and draw people to the events. Mr. Montaverde added that with the help of Councilwoman Noone there are now sponsors for the Farmer's Market which will be a big help. The second handout lists all committees, panels, and help charts which will be placed on the BID's website and Facebook. The BID is looking for committee members and volunteers for all of the BID events.

Hearing no further comments from the audience a motion was made by Heinrich, seconded by Conry to close the audience portion of the meeting.

Ayes: 7, Nays: 0
Motion Carried

REPORTS:

A motion was made by Heinrich, seconded by Thompson to receive and file the following reports:

1. Municipal Court Report – February
2. Road Department - February

Ayes: 7, Nays: 0
Motion Carried

ORDINANCES:

Ordinance #2-2016 An Ordinance of the Borough of Washington to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank. (Introduction).

A motion made by Heinrich, seconded by Conry to introduce Ordinance #1-2016 on final passage and have the clerk read by title and publication statement.

Roll Call: Conry, Noone, Heinrich, McDonald, Thompson,
Higgins, Klimko
Ayes: 7, Nays: 0
Motion Carried

The Clerk read Ordinance #2-2016 An Ordinance of the Borough of Washington to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank.

ORDINANCE # 2-2016

CALENDAR YEAR 2016

**ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION
LIMITS AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 0% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Borough of Washington in the County of Warren finds it advisable and necessary to increase its CY 2016 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Borough of Washington hereby determines that a 3.5 % increase in the budget for said year, amounting to \$102,355.61 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Borough of Washington hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Borough of Washington, in the County of Warren, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2016 budget year, the final appropriations of the Washington Borough shall, in accordance with this ordinance and N.J.S.A. 40A: 4-

45.14, be increased by 3.5 %, amounting to \$ 102,355.61, and that the CY 2016 municipal budget for the Washington Borough be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Motion made by Heinrich, seconded by Higgins to approve Ordinance #2-2016 on first reading.

Roll Call: Conry, Noone, Heinrich, McDonald, Klimko, Higgins,
Thompson
Ayes: 7, Nays: 0
Motion Carried

Public Hearing and Adoption of Ordinance #2-2016 An Ordinance of the Borough of Washington to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank will be on April 19, 2016 and advertisement of the Public Hearing will be in the Star Gazette on March 25, 2016.

A motion was made by Higgins, seconded by Conry to approve advertisement of the Public Hearing of Ordinance #2-2016.

Roll Call: Conry, Noone, Heinrich, McDonald, Higgins,
Thompson, Klimko
Ayes: 7, Nays: 0
Motion Carried

INTRODUCTION OF MUNICIPAL BUDGET:

A motion made by Higgins, seconded by Noone to Introduce the 2016 Municipal Budget.

Roll Call: Conry, Noone, Heinrich, McDonald, Thompson,
Higgins, Klimko
Ayes: 7, Nays: 0
Motion Carried

Public Hearing and Final Adoption of the Municipal Budget will be on April 19, 2016.

Resolution #56-2016 Self-Examination of Budget

SELF-EXAMINATION OF BUDGET RESOLUTION
[as required by DCA]

WHEREAS, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 through 7.5, the *Borough of Washington* has been declared eligible to participate in the program by the Division of Local government Services, and the Chief Financial officer has determined that the local government meets the necessary conditions to participate in the program for the 2016 budget year.

NOW THEREFORE BE IT RESOLVED by the governing body of the *Borough of Washington* that in accordance with N.J.A.C. 5:30-7.6a & 7.6b and based upon the Chief Financial Officer's certification, the governing body has found the budget has met the following requirements:

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
 - a. Payment of interest and debt redemption charges
 - b. Deferred charges and statutory expenditures
 - c. Cash deficit of preceding year
 - d. Reserve for uncollected taxes
 - e. Other reserves and non-disbursement items
 - f. Any inclusions of amounts required for school

purposes.

2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP law).

3. That the budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.

4. That pursuant to the Local Budget Law:

- a. All estimates of revenue are reasonable, accurate and correctly stated,
- b. Items of appropriation are properly set forth
- c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.

5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.

6. That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.

Resolution #56-2016 was moved on a motion made by Conry, seconded by Heinrich and approved.

Roll Call: Thompson, Conry, Noone, Heinrich, Higgins,
McDonald, Klimko

Ayes: 7, Nays: 0

Motion Carried

NEW BUSINESS:

Amendment to Power Purchase Agreement – Washington Community Solar

Mayor McDonald tabled the Amendment to the Power Purchase Agreement until after further discussion in Executive Session.

Resolution #48-2016 Redemption of Tax Certificate

RESOLUTION #48-2016

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 16, 2015 to FWDSL & Associates LP, 17 W. Cliff St., Somerville, NJ 08876, in the amount of \$525.12 for taxes or other municipal liens assessed for the year 2014 in the name of Radline, Erick D. & Theresa A. as supposed owners, and in said assessment and sale were described as 56 West Johnston Street, Block 15 Lot 18, which sale was evidenced by certificate #15-00009; and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 3-4-16 and before the right to redeem was cut off, as provided by law, EastWest Bank on behalf of Lereta Tax Service claiming to have an interest in said lands, did redeem said lands claimed by FWDSL & Associates LP by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$1,213.52 which is the amount necessary to redeem Tax Sale Certificate #15-00009.

NOW THEREFORE BE IT RESOLVED, on this 15th day of March, 2016 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to FWDSL & Associates LP, 17 W. Cliff St., Somerville, NJ 08876 in the amount of **\$2,513.52** (This consists of \$1,213.52 Certificate Amount redeemed + \$1,300.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 15 Lot 18 from the tax office records.

Resolution #51-2016 Redemption of Tax Certificate

RESOLUTION #51-2016

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 16, 2015 to US Bank Cust for Actlien Holding Inc., 50 South 16th St., Suite 2050,

Philadelphia, PA, 19102 in the amount of \$687.99 for taxes or other municipal liens assessed for the year 2014 in the name of Leinbach, Deborah S. supposed owner, and in said assessment and sale were described as 114 Myrtle Avenue, Block 44 Lot 21, which sale was evidenced by certificate #15-00020; and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 3-8-16 and before the right to redeem was cut off, as provided by law, Comerica Bank on behalf of Corelogic Tax Service claiming to have an interest in said lands, did redeem said lands claimed by Actlien Holding Inc. by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$1,379.74 which is the amount necessary to redeem Tax Sale Certificate #15-00020.

NOW THEREFORE BE IT RESOLVED, on this 15th day of March, 2016 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 for Actlien Holding Inc., 50 South 16th St., Suite 2050, Philadelphia, PA 19102 in the amount of **\$2,879.74** (This consists of \$1,379.74 Certificate Amount redeemed + \$1,500.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 44 Lot 21 from the tax office records.

Resolution #52-2016 Redemption of Tax Certificate

RESOLUTION #52-2016

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 16, 2015 to FWDSL & Associates LP, 17 W. Cliff St., Somerville, NJ 08876, in the amount of \$525.12 for taxes or other municipal liens assessed for the year 2014 in the name of Ingram, Nicholas as supposed owner, and in said assessment and sale were described as 46 Lenape Trail, Block 101.01 Lot 14, which sale was evidenced by certificate #15-00053; and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 3-8-16 and before the right to redeem was cut off, as provided by law, Comerica Bank on behalf of Corelogic Tax Service claiming to have an interest in said lands, did redeem said lands claimed by FWDSL & Associates LP by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$1,213.52 which is the amount necessary to redeem Tax Sale Certificate #15-00053.

NOW THEREFORE BE IT RESOLVED, on this 15th day of March, 2016 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to FWDSL & Associates LP, 17 W. Cliff St., Somerville, NJ 08876 in the amount of **\$2,813.52** (This consists of \$1,213.52 Certificate Amount redeemed + \$1,600.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 101.01 Lot 14 from the tax office records.

Resolution #53-2016 Redemption of Tax Certificate

RESOLUTION #53-2016

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 16, 2015 to FWDSL & Associates LP, 17 W. Cliff St., Somerville, NJ 08876, in the amount of \$525.12 for taxes or other municipal liens assessed for the year 2014 in the name of Ashanti, Abdul-Shabazz as supposed owner, and in said assessment and sale were described as 102 Lenape Trail, Block 101 Lot 15.29, which sale was evidenced by certificate #15-00051; and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 3-8-16 and before the right to redeem was cut off, as provided by law, Comerica Bank on behalf of Corelogic Tax Service claiming to have an interest in said lands, did redeem said lands claimed by FWDSL & Associates LP by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$1,213.52 which is the amount necessary to redeem Tax Sale Certificate #15-00051.

NOW THEREFORE BE IT RESOLVED, on this 15th day of March, 2016 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to FWDSL & Associates LP, 17 W. Cliff St., Somerville, NJ 08876 in the amount of **\$2,813.52** (This consists of \$1,213.52 Certificate Amount redeemed + \$1,600.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 101 Lot 15.29 from the tax office records.

Resolution #54-2016 Redemption of Tax Certificate

RESOLUTION #54-2016

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 16, 2015 to FWDSL & Associates LP, 17 W. Cliff St., Somerville, NJ 08876, in the amount of \$181.92 for taxes or other municipal liens assessed for the year 2014 in the name of Parr-Mupo, C. & Mupo, Jr, R. as supposed owners, and in said assessment and sale were described as 96 Flower Avenue, Block 44 Lot 5, which sale was evidenced by certificate #15-00017; and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 3-9-16 and before the right to redeem was cut off, as provided by law, Catherine Mupo claiming to have an interest in said lands, did redeem said lands claimed by FWDSL & Associates LP by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$859.82 which is the amount necessary to redeem Tax Sale Certificate #15-00017.

NOW THEREFORE BE IT RESOLVED, on this 15th day of March, 2016 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to FWDSL & Associates LP, 17 W. Cliff St., Somerville, NJ 08876 in the amount of **\$1,059.82** (This consists of \$859.82 Certificate Amount redeemed + \$200.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 44 Lot 5 from the tax office records.

Resolutions #48-2016, #51-2016, #52-2016, #53-2016 and #54-2016 were moved on a motion made by Conry, seconded by Thompson and approved.

Roll Call: Thompson, Conry, Noone, Heinrich, Higgins,
McDonald, Klimko

Ayes: 7, Nays: 0

Motion Carried

Resolution #49-2016 Refund Tax Monies as per Tax Appeal

RESOLUTION # 49-2016

A RESOLUTION TO REFUND TAX MONIES PER TAX COURT APPEAL

WHEREAS, the Tax Collector has received a Tax Court Judgment received in 2013 for the property listed below:

<u>BLOCK AMOUNT</u>	<u>LOT</u>	<u>NAME OF OWNER/ PROPERTY LOCATION</u>	<u>YEAR</u>	
89	3	Keane, Vincent 206-208 Broad Street	2013 Taxes	430.13
			TOTAL	430.13

Refund payable to: Vincent Keane, 105 Belvidere Avenue, Washington, New Jersey 07882

WHEREAS, due to Tax Court Judgment Dockets #012801-2013 the assessed value for the improvement has been reduced from 189,300 to 180,000 which changes the amount of taxes due thus creating these overpayments.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey, to hereby authorize the Tax Collector to refund the above tax overpayment.

Resolution #49-2016 was moved on a motion made by Noone, seconded by Conry and approved.

Roll Call: Thompson, Conry, Noone, Heinrich, Higgins,
McDonald, Klimko

Ayes: 7, Nays: 0

Motion Carried

Approval of Washington Borough PTO Calendar Raffle

A motion made by Higgins, seconded by Conry and to approve the Washington Borough PTO Calendar Raffle.

Ayes: 7, Nays: 0
Motion Carried

VOUCHERS:

Mayor McDonald entertained a motion to approve the vouchers and claims in the amount of \$353,253.76.

Motion made by Conry, seconded by Noone to approve the vouchers.

Roll Call: Noone, Heinrich, Thompson, Conry, Higgins,
McDonald, Klimko

Ayes: 7, Nays: 0

Abstain: (1) Thompson (Fire & EMS only)

Motion Carried

RECAP:

Manager Blanchard will look into including another brush date per a conversation she had with Councilman Thompson. Manager Blanchard will contact the Municipal Engineer regarding what needs to be done in order to have an overpass or an additional traffic light on Route 31 near Borough Park and report back to Council.

COUNCIL REMARKS:

Councilman Heinrich thanked Manager Blanchard for taking care of the pavilion and getting someone there to quickly fix the vandalism that had taken place.

Councilwoman Conry asked the Streets Committee if they had decided to remove a handicapped parking space on Youmans Avenue and if the church in the area had applied for a handicapped space. Councilman Higgins replied that yes there was a handicapped space removed from Youmans Avenue and to his knowledge the church did not apply for a handicapped space.

Councilman Higgins stated that there needs to be a Shared Services Committee Meeting which will be discussed in Executive Session. Councilman Higgins also stated that the

Washington Rescue Squad banquet was held at the Draught House and noted that they Rescue Squad could use more volunteers.

Councilwoman Klimko reminded everyone that the Senior Advisory Committee will be holding their Sands Casino trip on April 23rd.

Councilman Thompson wished everyone a happy Saint Patrick's Day and a happy Easter.

Mayor McDonald said a few words about Mayor Ondish from Mount Arlington who passed away from cancer. His viewing was attended by a great number of people from all over the State of New Jersey. Mayor Ondish was a past president of the New Jersey League of Municipalities and the president of the New Jersey League of Municipalities Education Foundation and actively involved in Sustainable New Jersey. Mayor McDonald expressed his sadness at the passing of Mayor Ondish.

EXECUTIVE SESSION:

At this time, Mayor McDonald stated that an Executive Session is needed. A motion was made by Conry, seconded by Noone to enter into Executive Session after a five minute recess.

Ayes: 7 Nays: 0
Motion Carried

RESOLUTION # 55-2016

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: /Personnel The public disclosure of such information at this time would have a potentially negative impact on the municipality's position in the litigation or negotiation; therefore this information will be withheld until such time as the matter is concluded or the potential for negative impact no longer exists.)

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

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

 Matters involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining of any specific prospective or current public officer or employee of the public body,

where all individual employees or appointees whose rights could be adversely affected have not requested in writing that the matter(s) be discussed at a public meeting; (The employee(s) and/or general nature of discussion is: _____ 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.

A motion was made by Noone, seconded by Conry, to go out of Executive Session.

Ayes: 7, Nays: 0
Motion Carried

ADJOURNMENT:

Hearing no further business, a motion was made by Conry, seconded by Higgins to adjourn the meeting at 8:50 p.m.

Ayes: 7, Nays: 0
Motion Carried

Mayor Scott McDonald

Kristine Blanchard, RMC Borough Clerk

**AMENDMENT TO
POWER PURCHASE AGREEMENT**

This Amendment is entered into and made effective February ___, 2016 (the "Effective Date") and amends the Power Purchase Agreement dated December 30, 2011 between Washington Community Solar, LLC (the "Power Provider"), and The Borough of Washington (the "Borough"), as previously amended ("Agreement").

Any terms which are used below and which are defined in the Agreement shall have the same meaning and definition as set forth in the Agreement unless otherwise indicated.

WHEREAS, Power Provider requires certain amendments to the Agreement to facilitate the timely financing and construction of a Class I renewable energy source; and

WHEREAS, the Mayor and Council have reviewed the request of Power Provider for the aforesaid amendments and have determined that the request for amendments should be granted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough as follows:

The Parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to provide that Power Provider shall have four (4) months from the later of either the Effective Date of this Amendment or the date of Power Provider's request therefor, to obtain all required State and local regulatory permits, consents and approvals, to design, permit, acquire, commence construction and installation of the Class I renewable energy source.

2. Section 3.2(b)(i) is amended as follows:

"The Power Provider agrees to provide a minimum of 700,000kWh of Electricity to the Borough's Wastewater Treatment Plant per year ("**WTP Minimum Guaranteed Delivery**"), less a decrease of Two (2%) percent per year; and a minimum of 35,879 kWh of Electricity to the Department of Public Works Garage per year ("**DPW Minimum Guaranteed Delivery**"), less a decrease of Two (2%) percent per year (the WTP Minimum Guaranteed Delivery and the DPW Minimum Guaranteed Delivery are individually and collectively referred to herein as the "**Minimum Guaranteed Delivery**")

3. Section 3.2(b)(ii) is amended as follows:

"Upon receipt of Electricity, the Borough shall pay for the Electricity delivered to the Borough's Wastewater Treatment Plant (the "**WTP PPA Price**") and for the

Electricity delivered to the Borough's Department of Public Works Garage (the "DPW PPA Price") (the WTP PPA Price and the DPW PPA Price are individually and collectively herein referred to as the "PPA Price") in the amount and manner as set forth in subsection (c) below, in Section 5.2 hereof, and Exhibit A attached hereto.

4. Section 3.2 (c) is amended as follows:

When Power Provider commences deliveries of Electricity to the Borough in accordance with subsection (b) above, the Borough shall pay for such deliveries at the PPA Price specified in Exhibit A for the first year commencing from the Commencement Date. The escalation, if any, (as specified in Exhibit A) for amounts payable in the following years shall be made on each succeeding anniversary after the Commencement Date through the end of the term of this PPA. Each such escalated amount (as specified in Exhibit A) shall be the PPA Price payable for such year. Notwithstanding the escalation specified in Exhibit A, in no event shall the PPA Price in any year of this PPA exceed the total price of electricity (including all applicable fees, charges, taxes and other items typically included in similar commercial utility bills) that would be available to the Borough from the Local Electric Utility Provider.

5. Section 3.3(a) shall be amended as follows:

"Unless excused by reason of Force Majeure, or excused by reason of the Local Utility Provider's acts or omissions, or otherwise as may be expressly provided herein, Power Provider hereby covenants to commence the delivery and sale of Electricity to the Borough no later than July 30, 2016 (Required Commencement Date.).

6. Section 3.3(b) shall be amended as follows:

"Unless excused by reason of Force Majeure, if Power Provider fails to commence the delivery and sale of Electricity to the Borough by the Required Commencement Date, then Power Provider shall pay liquidated damages to the Borough equal to the difference between the per kWh costs for delivered electricity payable by the Borough to the Local Electric Utility Provider, minus the initial PPA Price per kWh (as specified in Exhibit A), multiplied by the Minimum Guaranteed Purchase referenced in Section 5.1(a) of this PPA for each day after the Required Commencement Date, until Power Provider delivers Electricity for and to the Borough as contemplated by this PPA. For the avoidance of doubt, for purposes of this Section 3.3(b), the PPA Price per kWh shall be the sum of Sections (a) and (b) of Exhibit A and shall exclude Section (d) of Exhibit A. If the Minimum Guaranteed Purchase is a percentage of the Borough's annual usage for the Facilities, the Borough's annual usage for the Facilities for the year immediately preceding the Effective Date of this PPA shall be used to calculate liquidated damages owed to the Borough pursuant to this paragraph 3.3. The foregoing notwithstanding, the Borough agrees and acknowledges that as of the date of this Amendment, no liquidated damages are or will be due and owing to it as a result of

Power Provider's failure at any time prior to the Effective Date of this Amendment, to commence delivery and sale of Electricity to the Borough"

7. Section 3.3(d) shall be amended as follows:

"In the event Power Provider has an allowable excuse as outlined in subsection (a) above, which shall be the sole cause for failing to meet the Required Commencement Date, and after Power Provider has used all commercially reasonable efforts to meet such timeframes and conditions, then Power Provider shall not be liable to Borough for the liquidated damages contemplated by subsection (b) above. In the event of any such performance excusing event, Power Provider shall promptly give written notice to Borough (but in no event later than twenty-four (24) hours following Power Provider becoming aware of such occurrence), specifying the Force Majeure event."

8. The following is added to Section 4 as Sections 4(c) through 4(e):

(c) License to the Property; Facility Access Rights. Borough grants to Power Provider and to Power Provider's agents, employees, contractors and assignees an irrevocable non-exclusive license running with the Property (the "License") for access to, on, over, under and across the Property for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the facility for the generation of Class I Renewable Energy sources; (ii) performing all of Power Provider's obligations and enforcing all of Power Provider's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the facility for the generation of Class I Renewable Energy sources to Borough's electric system, to the Local Electric Utility Provider's electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the facility for the generation of Class I Renewable Energy sources. Power Provider shall notify Borough prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "License Term"). During the License Term, Borough shall ensure that Power Provider's rights under the License and Power Provider's access to the Property and the Facility are preserved and protected. Borough shall not interfere with nor shall permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this Agreement by either Party. At request of Power Provider, Borough shall execute a memorandum of License, and which shall be in form and substance set forth in Exhibit D, or other form agreed to by the parties. Power Provider may, at its sole cost and expense, record such memorandum of License with the appropriate land registry or recorder's office.

(d) During the Term, Power Provider shall repair any damage to the Property caused by Power Provider or its contractors during installation, maintenance, operation, improvement, enhancement, relocation, development, construction, repair, siting, replacement or removal of the facility for the generation of Class I Renewable Energy

sources. Power Provider shall develop, install, construct, repair, improve, maintain, operate or remove the facility for the generation of Class I Renewable Energy sources in compliance with all applicable laws, applicable permits, and prudent industry practice (i.e. all practices, methods, equipment specifications and standards of design, engineering, construction, operation, maintenance, workmanship, materials, components, safety and performance, as the same may change from time-to-time, as are commonly used and generally accepted in the design, engineering, construction, commissioning, operation and maintenance of privately owned photovoltaic solar electric power generation facilities in the United States of America similar to the facility for the generation of Class I Renewable Energy sources, which in the exercise of reasonable judgment and in light of the facts known at the time the decision was made, are considered good, safe and prudent practice). Power Provider has all the required skills and capacity necessary to perform or cause its obligations to be performed hereunder in a timely and professional manner, utilizing sound engineering principles, project management procedures and supervisory procedures, all in accordance with prudent industry practices.

(e) Upon the expiration or earlier termination of this Agreement, Power Provider shall, at its expense, remove all of its tangible property comprising the facility for the generation of Class I Renewable Energy sources from the Facility on a mutually convenient date, but in no event later than ninety (90) days after the expiration of the Term. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of facility for the generation of Class I Renewable Energy sources, its mounting pads or other support structures. In no case shall Seller's removal of the facility for the generation of Class I Renewable Energy sources affect the integrity of Borough's roof, which shall be as leak proof as it was prior to removal of the facility for the generation of Class I Renewable Energy sources and shall be flashed and/or patched to existing roof specifications. Power Provider shall leave the Facility in neat and clean order. If Power Provider fails to remove or commence substantial efforts to remove the facility for the generation of Class I Renewable Energy sources by such agreed upon date, Borough shall have the right, at its option, to remove the facility for the generation of Class I Renewable Energy sources to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Power Provider's cost. Borough shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the removal of the facility for the generation of Class I Renewable Energy sources.

(f) During the Term, the Power Provider assumes all risks and liability for and shall indemnify, defend, hold harmless and release the Borough, its officers, officials, employees and agents and its successors and assigns from any and all liability, losses, claims, suits, actions, demand, injuries, deaths, damages, judgments or fees, including attorney fees, which in any manner are related or connected to, involve or arise out of any and all phases of the use and occupancy of the Easement Area, unless as a result of the sole negligence of the Borough, its officers, officials, employees and agents and its successors. The obligations hereunder apply whether occasioned by the Borough, its

officers, officials, employees and agents, a licensee, invitee or employee or agent of the Power Provider or any other person or persons. The obligations hereunder shall survive the termination of the Easement.

9. Section 5.1(c) is amended as follows:

“Within thirty (30) calendar days of each anniversary of the Commencement Date of this PPA, Power Provider shall provide to the Borough a written statement of kWh delivered to the Borough for the preceding year. To the extent that Power Provider fails to deliver the Minimum Guaranteed Delivery, Power Provider shall reimburse Borough for the difference between Borough's cost for electricity, per kWh, as evidenced by that amount delivered and billed by the Local Electric Utility Provider to Borough in lieu of the Electricity to have been provided by Power Provider, and the PPA Price, per kWh, set forth in this PPA, such difference in price per kWh to be applied to the amount by which the Power Provider fails to meet the Minimum Guaranteed Delivery. For the avoidance of doubt, for purposes of this Section 5.1(c), the PPA Price per kWh shall be the sum of Sections (a) and (b) of Exhibit A and shall exclude Section (d) of Exhibit A. Such reimbursement shall occur no later than sixty (60) days after the date on which the written statement is provided to the Borough. In the event such reimbursement payment is not made by Power Provider, Borough shall be entitled to deduct such amount in three (3) equal amounts from its PPA Price invoice payments in the following three (3) months after such sixty (60) days, or if invoice amounts are not large enough to allow for the entirety of such credit during such time, the balance shall be credited as quickly as possible thereafter.”

10. The following is added to Section 5.3 as Section 5.3(c):

Power Provider shall at all times during the Term of this Agreement own and retain exclusive rights to any and all attributes, products or economic benefits attributable to the System or to the production and delivery of Electricity, including but not limited to Environmental Credits (i.e. any and all federal, state or local renewable energy or emissions credits, offsets, or green tags, whether related to any renewable portfolio standard, renewable energy purchase requirement, carbon cap or trade market, or otherwise, whether existing as of the Effective Date or enacted thereafter and whether available to Power Provider as owner of the facility for the generation of Class I Renewable Energy Sources or producer of Electricity or available to Borough as the purchaser or user of Electricity), Capacity (i.e. electrical capacity that is dependent upon the availability and operation of the facility for the generation of Class I Renewable Energy Sources, measured in kilowatts) and Ancillary Services (i.e. any supplemental services necessary to support the transmission of electric power from a seller to a purchaser and available from the facility for the generation of Class I Renewable Energy Sources from time to time, whether existing as of the Effective Date or thereafter).

11. The following shall be added to Section 6.2 as Section 6.2(e):

The Power Provider shall maintain at its own cost and expense for the Term of the Agreement:

- (i) commercial general liability insurance with limits of not less than one million dollars (\$1,000,000.00) for injury to or death of one or more persons in any one occurrence and one million dollars (\$1,000,000.00) for damage or destruction to property in any one occurrence.
- (ii) worker's compensation and employer's liability insurance in compliance with applicable laws. The limits of employers' liability insurance shall not be less than \$1,000,000.
- (iii) comprehensive automobile liability coverage in an amount not less than \$1,000,000.00,. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles that may be used by Power Provider in connection with the services required under this Agreement.

The Borough shall be included on the Power Provider's policy as an additional insured, on a primary and non-contributory basis, and the Power Provider shall also furnish current certificates indicating that the insurance required under this Section 6.2(e) is being maintained. The Power Provider's insurance policy shall contain a provision whereby the insurer shall provide the Borough with thirty (30) days written notice before the insurance is cancelled or materially altered, ten (10) in the case of cancellation for failure to pay premium.

12. The following shall be added to Section 12.1:

Notwithstanding anything to the contrary herein contained, Power Provider may, without the consent of Borough, (a) transfer or assign all or substantially all of its rights and obligations hereunder to an affiliate or successor or (b) collaterally or absolutely assign to its lenders, in connection with a financing of the facility for the generation of Class I Renewable Energy sources, all or any part of Power Provider's rights or obligations hereunder Borough agrees to provide acknowledgements, consents, or certifications reasonably requested by Power Provider's lenders in conjunction with such financing. Power Provider shall inform the Borough of any such transfers or assignments.

13. Exhibit A is amended as follows:

**PPA Price
Electricity Rates and Escalation Adjustments**

1. WTP PPA Price: For any year of this PPA, the WTP PPA Price payable by the Borough is the sum of Sections (a) and (b) below (after the escalation percentage factor in Section (b) below is converted into a dollar amount for the applicable year of computation). For the period prior to the first anniversary of the Commencement Date, the amount in Section (b) below shall be \$0.

- (a) Cost of Electricity, per kWh, pursuant to the PPA for the first year commencing from the Commencement Date: Nine Cents \$0.09/kWh
- (b) Annual escalation (expressed as a fixed percentage increase from the prior year's WTP PPA Price): Two and one-half percent (2.5%). This escalation factor commences on the first anniversary of the Commencement Date of this PPA and ends at the end of the term of this PPA.
- (c) The Parties further agree that although the percentage of escalation is fixed in Section (b), since it is based on the prior year's WTP PPA Price, which is itself increasing on an annual basis, the actual dollar amount of each year's escalation increases.
- (d) The Parties further agree that in no event shall the WTP PPA Price in any year of this PPA exceed the total price of electricity (including all applicable fees, charges, taxes and other items typically included in a similar commercial utility bill) that would be available to the Borough from the Local Electric Utility Provider.

2. DPW PPA Price: For any year of this PPA, the DPW PPA Price payable by the Borough is the sum of Sections (a) and (b) below (after the escalation percentage factor in Section (b) below is converted into a dollar amount for the applicable year of computation). For the period prior to the first anniversary of the Commencement Date, the amount in Section (b) below shall be \$0.

- (a) Cost of Electricity, per kWh, pursuant to the PPA for the first year commencing from the Commencement Date: Eleven Cents \$0.11/kWh
- (b) Annual escalation (expressed as a fixed percentage increase from the prior year's DPW PPA Price): Two and one-half percent (2.5%). This escalation factor commences on the first anniversary of the Commencement Date of this PPA and ends at the end of the term of this PPA.
- (c) The Parties further agree that although the percentage of escalation is fixed in Section (b), since it is based on the prior year's DPW PPA Price, which is itself increasing on an annual basis, the actual dollar amount of each year's escalation increases.
- (d) The Parties further agree that in no event shall the DPW PPA Price in any year of this PPA exceed the total price of electricity (including all applicable fees, charges, taxes and other items typically included in a similar commercial utility bill) that would be available to the Borough from the Local Electric Utility Provider.

13. The following is added to the Power Purchase Agreement as Exhibit D:

Exhibit D
Form of Memorandum of License

NOTICE OF GRANT OF INTEREST IN REALTY

In accordance with the provisions of [____], notice is hereby given of that Power Purchase Agreement dated as of [____] for purchase and sale of electrical energy (the “**Solar Agreement**”), such Solar Agreement includes the grant of License to Power Provider, pursuant to the terms of the Solar Agreement. This notice may be executed in counterparts by the Parties to the Solar Agreement.

Parties to the Agreement:

Power Provider: [____]
[____]
[____]

Borough : [____]
[____]
[____]

Date of Execution of Solar Agreement: [____]

Description of Premises: See **Exhibit D, Attachment A**

TERM OF AGREEMENT:

The term of the Agreement shall be until the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operation Date (as that term is defined in the Agreement) occurs, subject to any Additional Terms or early termination pursuant to the terms of the Agreement.

[signature pages follow]

Exhibit D
Attachment A
Description of the Premises

[Power Provider to Complete]

In all other respects the Agreement shall remain in full force.

Washington Community Solar, LLC

By: _____

[Name & Title]

By: _____

[Name & Title]

**The Borough of Washington in the
County of Warren**

By: _____

[Name & Title]

To: Kristine Blanchard
Borough Manager/Borough Clerk
Borough of Washington
100 Belvidere Ave
Washington NJ. 07882

From: Washington Community Solar, LLC
12 Paoli Pike Ste#5
Paoli PA. 19301

RE: Solar Project Borough of Washington

Dear Mrs. Blanchard,

We wanted to help further explain the relationship with Washington Community Solar and GES General Energy Solutions. It is very typical that companies like ours spend the time and resources to develop solar projects and get them to a point where very large Utilities and or specialized investors like GES own and operate the solar facilities. GES like many others with their business model do not do any development work; they strictly buy and hold solar portfolios through-out North America. Washington Community Solar, LLC (Herb and I) will remain the land owner and be your neighbor for many years.

Regarding the DPW utility rates. The DPW garage is a separate meter and a separate solar installation. We had to file a separate interconnection with the utility and because of the higher cost to install the smaller system the PPA rate we are charging is higher. From the saving calculator we sent previously there is still a savings passed onto the borough.

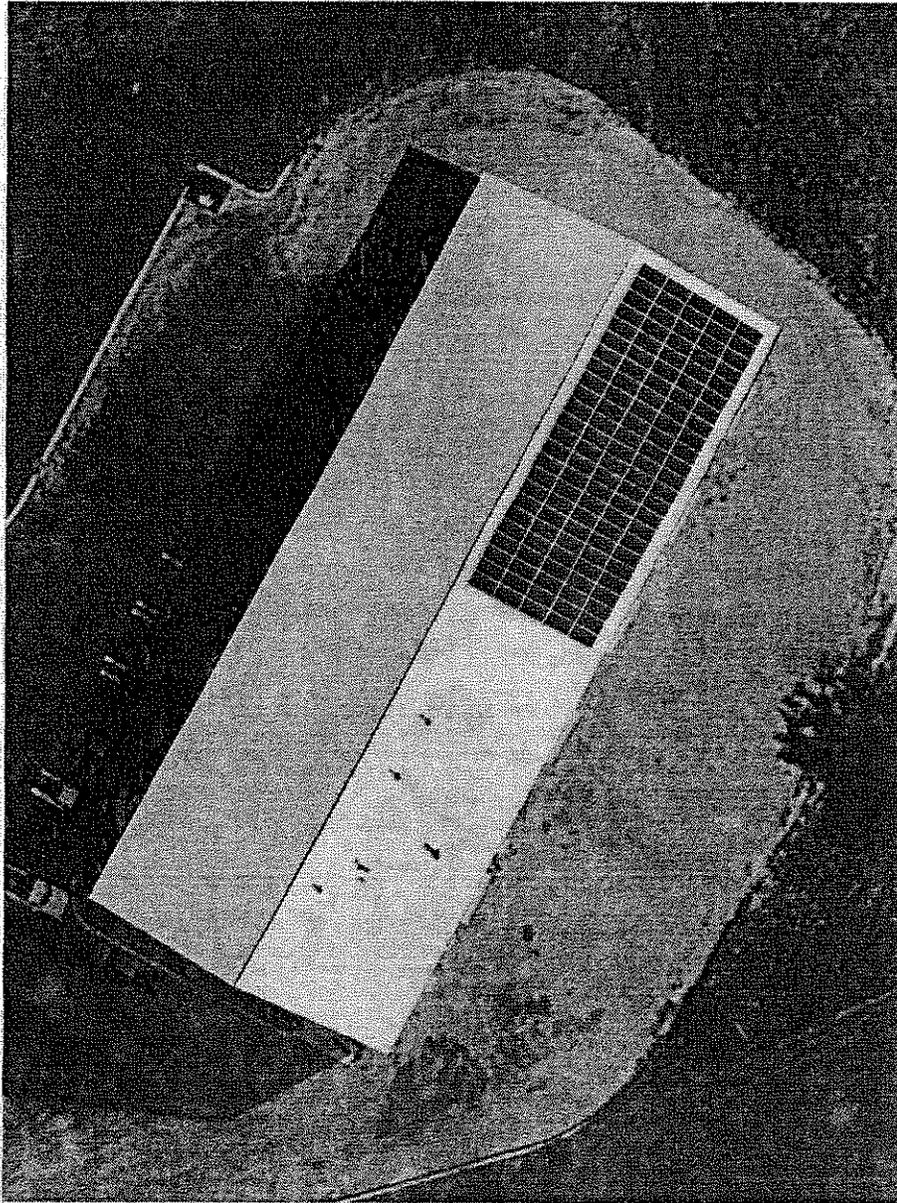
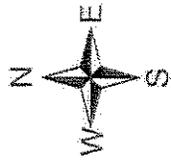
I hope this helps answer any questions you might have, we are excited about beginning construction any day now and both Herb and I are always available to help answer any further questions.

Warmest Regards,

A handwritten signature in black ink, appearing to be "William R. DePhillipo and Herbert Ortiz". The signature is written in a cursive, flowing style. A long, thin line extends from the top of the signature towards the right side of the page.

William R. DePhillipo and Herbert Ortiz

Washington Community Solar, LLC.



MODULE: 300 WATT MODULE
TILT: 14°
AZIMUTH: 211.5°

DPW GARAGE	314 WEST WASHINGTON AVE, WASHINGTON, NEW JERSEY, 07882	NUMBER OF MODULES:	108	DRAWN BY:	KL	CHECKED BY:	KL	SHEET TITLE:	LAYOUT
		TOTAL SYSTEM SIZE:	32.4 KW	ORIGINAL DATE:	11/19/2014	REVISION DATE:	12/8/2014	SCALE:	NO SCALE

Washington Boro Garage

315A W Wash. Ave DPW Garage
 Washington NJ 07882
 Acol # 100-075 646 149
 Meter # G28161477

System Info

DC Rating (kW)	32.4
Capacity Factor (kWh/kW/yr)	1,303
AC Output (kW/yr)	42,217
Annual Degradation	0.50%

Utility/PPA Info

Utility price/kWh	\$0.1672
Annual Utility Inflation Rate	3.99%
PPA price/kWh	\$0.1100
PPA Escalator	2.50%

ELECTRICAL SAVINGS OVER 25 YEARS - Washington Boro Garage

YEAR	YR #	Current Utility Rate	New Solar PPA Rate	Solar Power Produced (kWh)	12 Month Utility Costs	12 Month PPA Costs	Annual Savings	Cumulative Savings
2015	1	\$0.1672	\$0.1100	42,217	\$7,059	\$4,644	\$2,415	
2016	2	\$0.1739	\$0.1125	42,006	\$7,304	\$4,736	\$2,567	\$4,982
2017	3	\$0.1808	\$0.1156	41,796	\$7,557	\$4,830	\$2,727	\$7,709
2018	4	\$0.1880	\$0.1185	41,587	\$7,819	\$4,928	\$2,893	\$10,602
2019	5	\$0.1955	\$0.1214	41,379	\$8,091	\$5,024	\$3,066	\$13,669
2020	6	\$0.2033	\$0.1245	41,172	\$8,371	\$5,124	\$3,247	\$16,916
2021	7	\$0.2114	\$0.1276	40,966	\$8,662	\$5,226	\$3,436	\$20,352
2022	8	\$0.2199	\$0.1309	40,762	\$8,962	\$5,330	\$3,633	\$23,984
2023	9	\$0.2286	\$0.1340	40,558	\$9,273	\$5,435	\$3,838	\$27,822
2024	10	\$0.2378	\$0.1374	40,355	\$9,585	\$5,544	\$4,052	\$31,874
2025	11	\$0.2475	\$0.1408	40,153	\$9,928	\$5,654	\$4,274	\$36,148
2026	12	\$0.2571	\$0.1443	39,952	\$10,273	\$5,768	\$4,506	\$40,655
2027	13	\$0.2674	\$0.1479	39,753	\$10,629	\$5,881	\$4,748	\$45,403
2028	14	\$0.2781	\$0.1516	39,554	\$10,998	\$5,998	\$5,000	\$50,403
2029	15	\$0.2891	\$0.1554	39,356	\$11,380	\$6,117	\$5,263	\$55,666
2030	16	\$0.3007	\$0.1593	39,159	\$11,775	\$6,239	\$5,536	\$61,202
2031	17	\$0.3127	\$0.1633	38,964	\$12,183	\$6,363	\$5,821	\$67,022
2032	18	\$0.3252	\$0.1674	38,769	\$12,606	\$6,489	\$6,117	\$73,139
2033	19	\$0.3381	\$0.1716	38,575	\$13,043	\$6,618	\$6,425	\$79,565
2034	20	\$0.3515	\$0.1759	38,382	\$13,486	\$6,750	\$6,746	\$86,311
Totals					\$199,005	\$112,694	\$86,311	

20 Yr Savings - Washington Boro Garage* \$86,311

Electric Usage

TOTAL	43,944 kWh
-------	------------

Array Output

AC Output/YR 1	42,217 kWh
% of Total Usage	96%

Utility Rate Calculation

Average Rate**	
Utility price/kWh	\$0.1672

**One-year average (2013)

*Cost savings are generated based on reported utility rates along with an estimated annual utility inflation rate, which is subject to change.

CONFIDENTIALITY NOTICE: This document contains confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited.

RESOLUTION #57-2016

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 16, 2015 to US Bank Cust for BV001 Trust, 50 South 16th St. Suite 2050, Philadelphia, PA 19102-2513, in the amount of \$684.67 for taxes or other municipal liens assessed for the year 2014 in the name of Higgins, Andrew & Heidi as supposed owners, and in said assessment and sale were described as 75 Railroad Ave., Block 79 Lot 24, which sale was evidenced by Certificate #15-00038; and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 3-14-16 and before the right to redeem was cut off, as provided by law, Comerica Bank on behalf of Corelogic Tax Service claiming to have an interest in said lands, did redeem said lands claimed by US Bank Cust for BV001 Trust, by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$5,263.94 which is the amount necessary to redeem Tax Sale Certificate #15-00038.

NOW THEREFORE BE IT RESOLVED, on this 5th day of April, 2016 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 for BV001 Trust, 50 South 16th St. Suite 2050, Philadelphia, PA 19102-2513, in the amount of **\$7,063.94** (This amount consists of \$5,263.94 Certificate Amount redeemed + \$1,800.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 79 Lot 24 from the tax office records.

The above Resolution was moved by _____, seconded by

_____, voted and carried this 5th day of April, 2016.

Roll Call: Ayes:

Nays:

Abstentions:

Kristine Blanchard, RMC
Borough Clerk

cc: Tax Collector
Paula Drake, Accounts Payable Clerk
Block/Lot File

RESOLUTION #58-2016

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 16, 2015 to FWDSL & Associates LP, 17 W. Cliff St., Somerville, NJ 08876, in the amount of \$8,137.19 for taxes or other municipal liens assessed for the year 2014 in the name of Walton, Roger as supposed owner, and in said assessment and sale were described as 25 Washington Square Circle, Block 73.01 Lot 31, which sale was evidenced by certificate #15-00036; and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 3-16-16 and before the right to redeem was cut off, as provided by law, Roger Walton claiming to have an interest in said lands, did redeem said lands claimed by FWDSL & Associates LP by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$14,974.13 which is the amount necessary to redeem Tax Sale Certificate #15-00036.

NOW THEREFORE BE IT RESOLVED, on this 5th day of April, 2016 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to FWDSL & Associates LP, 17 W. Cliff St., Somerville, NJ 08876 in the amount of **\$45,974.13** (This consists of \$14,974.13 Certificate Amount redeemed + \$31,000.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 73.01 Lot 31 from the tax office records.

The above Resolution was moved by _____, seconded by

_____, voted and carried this 5th day of April, 2016.

Roll Call: Ayes:

Nays:

Abstentions:

Kristine Blanchard, RMC
Borough Clerk

cc: Tax Collector
Paula Drake, Accounts Payable Clerk
Block/Lot File

RESOLUTION #59-2016

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 16, 2015 to JU Solo 401K Trust, 42 Huntington Rd, Basking Ridge, NJ 07920, in the amount of \$182.41 for taxes or other municipal liens assessed for the year 2014 in the name of Christian, Robert I as supposed owner, and in said assessment and sale were described as 165 Broad Street, Block 96 Lot 2, which sale was evidenced by Certificate #15-00044; and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 3-16-16 and before the right to redeem was cut off, as provided by law, Comerica Bank on behalf of Corelogic Tax Service, claiming to have an interest in said lands, did redeem said lands claimed by JU Solo 401K Trust by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$529.29 which is the amount necessary to redeem Tax Sale Certificate #15-00044.

NOW THEREFORE BE IT RESOLVED, on this 5th day of April, 2016 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to JU Solo 401K Trust, 42 Huntington Rd, Basking Ridge, NJ 07920 in the **amount of \$629.29** (This amount consists of \$529.29 Certificate Amount redeemed + \$100.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 96 Lot 2 from the tax office records.

The above Resolution was moved by _____, seconded by

_____, voted and carried this 5th day of April, 2016.

Roll Call: Ayes:

Nays:

Abstentions:

Kristine Blanchard, RMC
Borough Clerk

cc: Tax Collector
Paula Drake, Accounts Payable Clerk

RESOLUTION #60-2016

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 16, 2015 to US Bank Cust for Actlien Holding Inc., 50 South 16th St., Suite 2050, Philadelphia, PA, 19102 in the amount of \$1,645.55 for taxes or other municipal liens assessed for the year 2014 in the name of Floyd, Laralyn supposed owner, and in said assessment and sale were described as 44 W. Stewart St., Block 14 Lot 16, which sale was evidenced by certificate #15-00008; and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 3-21-16 and before the right to redeem was cut off, as provided by law, EastWest Bank claiming to have an interest in said lands, did redeem said lands claimed by Actlien Holding Inc. by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$2,400.92 which is the amount necessary to redeem Tax Sale Certificate #15-00008.

NOW THEREFORE BE IT RESOLVED, on this 5th day of April, 2016 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 for Actlien Holding Inc., 50 South 16th St., Suite 2050, Philadelphia, PA 19102 in the amount of **\$5,000.92** (This consists of \$2,400.92 Certificate Amount redeemed + \$2,600.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 14 Lot 16 from the tax office records.

The above Resolution was moved by _____, seconded by

_____, voted and carried this 5th day of April, 2016.

Roll Call: Ayes:

Nays:

Abstentions:

Kristine Blanchard, RMC
Borough Clerk

cc: Tax Collector
Paula Drake, Accounts Payable Clerk
Block/Lot File

RESOLUTION #61-2016

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 16, 2015 to JU Solo 401K Trust, 42 Huntington Rd, Basking Ridge, NJ 07920, in the amount of \$687.00 for taxes or other municipal liens assessed for the year 2014 in the name of Gunter, Marvin C. II as supposed owner, and in said assessment and sale were described as 155 S. Lincoln Avenue, Block 97.03 Lot 13, which sale was evidenced by Certificate #15-00046; and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 3-21-16 and before the right to redeem was cut off, as provided by law, Comerica Bank on behalf of Corelogic Tax Service, claiming to have an interest in said lands, did redeem said lands claimed by JU Solo 401K Trust by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$1,381.47 which is the amount necessary to redeem Tax Sale Certificate #15-00046.

NOW THEREFORE BE IT RESOLVED, on this 5th day of April, 2016 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to JU Solo 401K Trust, 42 Huntington Rd, Basking Ridge, NJ 07920 in the **amount of \$2,681.47** (This amount consists of \$1,381.47 Certificate Amount redeemed + \$1,300.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 97.03 Lot 13 from the tax office records.

The above Resolution was moved by _____, seconded by

_____, voted and carried this 5th day of April, 2016.

Roll Call: Ayes:

Nays:

Abstentions:

Kristine Blanchard, RMC
Borough Clerk

cc: Tax Collector
Paula Drake, Accounts Payable Clerk

RESOLUTION #62-2016

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 16, 2015 to JU Solo 401K Trust, 42 Huntington Rd, Basking Ridge, NJ 07920, in the amount of \$580.42 for taxes or other municipal liens assessed for the year 2014 in the name of Sloan, Robert W. III & Katherine M. as supposed owners, and in said assessment and sale were described as 105 Sunrise Terrace, Block 44.01 Lot 15, which sale was evidenced by Certificate #15-00029; and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 3-21-16 and before the right to redeem was cut off, as provided by law, Comerica Bank on behalf of Corelogic Tax Service, claiming to have an interest in said lands, did redeem said lands claimed by JU Solo 401K Trust by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$1,272.76 which is the amount necessary to redeem Tax Sale Certificate #15-00029.

NOW THEREFORE BE IT RESOLVED, on this 5th day of April, 2016 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to JU Solo 401K Trust, 42 Huntington Rd, Basking Ridge, NJ 07920 in the **amount of \$2,772.76** (This amount consists of \$1,272.76 Certificate Amount redeemed + \$1,500.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 44.01 Lot 15 from the tax office records.

The above Resolution was moved by _____, seconded by

_____, voted and carried this 5th day of April, 2016.

Roll Call: Ayes:

Nays:

Abstentions:

Kristine Blanchard, RMC
Borough Clerk

cc: Tax Collector
Paula Drake, Accounts Payable Clerk

RESOLUTION #63-2016

OF THE MAYOR AND COUNCIL OF THE BOROUGH OF WASHINGTON,
WARREN COUNTY. TO APPLY FOR A 2015
RECYCLING TONNAGE GRANT

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for the **2015 Recycling Tonnage Grant** will memorialize the commitment of this municipality to recycling and to indicate the assent of the Borough Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates Kristine Blanchard, Borough Manager, to ensure that the application is properly filed; and

BE IT FURTHER RESOLVED, that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

The above resolution was moved by _____, seconded
by _____, voted and carried this 5th day of April, 2016

Roll Call: Ayes:
Nays:
Abstentions:

Kristine Blanchard, Clerk/RMC

RESOLUTION #64-2016

A RESOLUTION FOR REDEMPTION OF TAX CERTIFICATE

As per N.J.S.A.54:5

KNOW ALL PERSONS BY THESE PRESENTS THAT, WHEREAS, lands in the taxing district of Washington Borough, County of Warren, State of New Jersey, were sold on October 16, 2015 to FWDSL & Associates LP, 17 W. Cliff St., Somerville, NJ 08876, in the amount of \$1,001.76 for taxes or other municipal liens assessed for the year 2014 in the name of Diamond, Gary J. & Courtney as supposed owners, and in said assessment and sale were described as 317 Belvidere Ave., Block 6 Lot 62, which sale was evidenced by certificate #15-00002; and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 3-28-16 and before the right to redeem was cut off, as provided by law, Comerica Bank on behalf of Bayview Loan Servicing claiming to have an interest in said lands, did redeem said lands claimed by FWDSL & Associates LP by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$3,873.70 which is the amount necessary to redeem Tax Sale Certificate #15-00002.

NOW THEREFORE BE IT RESOLVED, on this 5th day of April, 2016 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to FWDSL & Associates LP, 17 W. Cliff St., Somerville, NJ 08876 in the amount of **\$6,073.70** (This consists of \$3,873.70 Certificate Amount redeemed + \$2,200.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 6 Lot 62 from the tax office records.

The above Resolution was moved by _____, seconded by

_____, voted and carried this 5th day of April, 2016.

Roll Call: Ayes:

Nays:

Abstentions:

Kristine Blanchard, RMC
Borough Clerk

cc: Tax Collector
Paula Drake, Accounts Payable Clerk
Block/Lot File

RESOLUTION #65-2016

**A RESOLUTION AUTHORIZING THE ADJUSTMENT OF
A BOROUGH'S SEWER SERVICE CHARGE
DUE TO DISCONNECTION FROM THE SEWER SYSTEM**

WHEREAS, according to the Treasurer's records, a borough property located at 310 East Washington Avenue was disconnected from the Washington Borough Sewer system on October 30, 2015 and;

WHEREAS, the quarterly sewer invoice was being billed without interruption for the 2016 billing cycle and;

WHEREAS, the Borough Treasurer's office has received a written notification from Sewer Plant Manager, Kevin Shoudt that the sewer line was capped off. It was confirmed that the property at 310 East Washington Avenue was disconnected from the Washington Borough Sewer system. The property is currently under construction and will be reconnected to the main sewer line later in 2016.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey that the Borough Treasurer is authorized to adjust the sewer account #1565-1 with a zero balance which reflects the amount due at the time the sewer connection was capped.

<u>BLOCK/LOT</u>	<u>PROPERTY OWNER/ PROPERTY LOCATION</u>	<u>FINAL BAL. AFTER CAP</u>
72/26	William Scharlau 310 East Washington Avenue	\$ 0.00

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Washington, in the County of Warren, State of New Jersey that the Borough Treasurer is authorized to adjust sewer balance on the above property location.

The above Resolution was moved by _____,
seconded by _____, voted and carried this
5th day of April, 2016

Roll Call: Ayes:

Nayes:

Abstentions:

Kristine Blanchard, RMC
Borough Clerk

cc: Tax Collector



VEOLIA WATER NORTH AMERICA
313 West Washington Ave.
Washington, NJ 07882
Kevin.shoudt@veoliawaterna.com
www.veoliawaterna.com

Tel. : 908-689-0623
Fax : 908-689-0136

TO : Bill Scharlua
FROM : Kevin Shoudt
CC : Susan Fleming
DATE : 11/2/2015
SUBJECT : Sewer service at 310 East Washington Ave.

This is a response to the sewer service at 310 East Washington Ave. On October 30, 2015 the sewer was disconnect from the Washington Borough Sewer system. The sewer line was capped off. The block and lot can be removed from the sewer billing. If you have any questions please call me at (908) 689-0623. Thank You.

**RESOLUTION # 66-2016
BOROUGH OF WASHINGTON
COUNTY OF WARREN
STATE OF NEW JERSEY**

**RESOLUTION AUTHORIZING A FIVE MONTH EXTENTION OF POLICE SHARED SERVICES
AGREEMENT BETWEEN THE BOROUGH OF WASHINGTON AND THE TOWNSHIP OF
WASHINGTON AT THE EXPIRATION OF ITS INITIAL TERM FOR AN ADDITIONAL FIVE (5)
MONTHS**

WHEREAS, the Borough of Washington entered into a Shared Services Agreement with the Township of Washington to provide police services for the period from August 1, 2009 through July 31, 2016 (including all amendments thereafter); and

WHEREAS, the Borough of Washington and the Township of Washington are currently negotiating a renewal of the Shared Services Agreement and in the event that such negotiations goes beyond July 31, 2016 then the Borough of Washington and the Township of Washington wish to extend the agreement to December 31, 2016; and

WHEREAS, if at any time the Borough of Washington and the Township of Washington reach an agreement to renew the Shared Services Agreement, such term of this extension shall terminate upon the commencement of the first day of the renewal date of said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Washington, County of Warren, and State of New Jersey that the term of the Shared Services Agreement between the Borough of Washington and the Township of Washington is extended to December 31, 2016.

Dated: _____, 2016

Certification:

I, Kristine Blanchard, Clerk of the Borough of Washington, County of Warren, State of New Jersey, do hereby certify that the foregoing Resolution is a true and exact copy of a Resolution adopted by the Borough Council of The Borough of Washington on _____, 2016.

Kristine Blanchard, RMC

Borough Clerk

**RESOLUTION # 66-2016
BOROUGH OF WASHINGTON
COUNTY OF WARREN
STATE OF NEW JERSEY**

**RESOLUTION AUTHORIZING A FIVE MONTH EXTENSION OF POLICE SHARED SERVICES
AGREEMENT BETWEEN THE BOROUGH OF WASHINGTON AND THE TOWNSHIP OF
WASHINGTON AT THE EXPIRATION OF ITS INITIAL TERM FOR AN ADDITIONAL FIVE (5)
MONTHS**

WHEREAS, the Borough of Washington entered into a Shared Services Agreement with the Township of Washington to provide police services for the period from August 1, 2009 through July 31, 2016 (including all amendments thereafter); and

WHEREAS, the Borough of Washington and the Township of Washington are currently negotiating a renewal of the Shared Services Agreement and in the event that such negotiations goes beyond July 31, 2016 then the Borough of Washington and the Township of Washington wish to extend the agreement to December 31, 2016; and

WHEREAS, if at any time the Borough of Washington and the Township of Washington reach an agreement to renew the Shared Services Agreement, such term of this extension shall terminate upon the commencement of the first day of the renewal date of said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Washington, County of Warren, and State of New Jersey that the term of the Shared Services Agreement between the Borough of Washington and the Township of Washington is extended to December 31, 2016.

Dated: _____, 2016

Certification:

I, Kristine Blanchard, Clerk of the Borough of Washington, County of Warren, State of New Jersey, do hereby certify that the foregoing Resolution is a true and exact copy of a Resolution adopted by the Borough Council of The Borough of Washington on _____, 2016.

Kristine Blanchard, RMC

Borough Clerk

RESOLUTION 67-2016

**A RESOLUTION PROVIDING FOR EMERGENCY TEMPORARY
APPROPRIATIONS FOR CURRENT FUND**

WHEREAS, there will be a delay in the adoption of the 2016 Borough of Washington, County of Warren, New Jersey, Local Municipal Budget; and

WHEREAS, a temporary budget in the amount of 26.25% of the total appropriations in the 2015 budget, exclusive of any appropriations made for interest and debt redemption charges, capital improvement fund and public assistance was adopted in January 2016; and

WHEREAS, if additional funds are not budgeted the public welfare will be adversely affected; and

WHEREAS, it is the recommendation of the Chief Financial Officer this emergency temporary appropriation be authorized

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Washington, County of Warren, New Jersey, that in accordance with N.J.S.A. 40A:4-20, an emergency temporary appropriation be and same is hereby made for in the amount of \$1,388,932.62 and that said emergency temporary appropriation shall be provided in full in the 2016 budget.

RESOLUTION 68-2016
A RESOLUTION PROVIDING FOR EMERGENCY TEMPORARY
APPROPRIATIONS FOR SEWER UTILITY

WHEREAS, there will be delay in the adoption of the 2015 Borough of Washington, County of Warren, New Jersey, Local Municipal Budget; and

WHEREAS, a temporary budget in the amount of 26.25% of the total appropriations in the 2014 budget, exclusive of any appropriations made for interest and debt redemption charges, capital improvement fund and public assistance was adopted in January 2015; and

WHEREAS, if additional funds are not budgeted the public welfare will be adversely affected; and

WHEREAS, it is the recommendation of the Chief Financial Officer this emergency temporary appropriation be authorized

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Washington, County of Warren, New Jersey, that in accordance with N.J.S.A. 40A:4-20, an emergency temporary appropriation be and same is hereby made for in the amount of \$210,083.33 and that said emergency temporary appropriation shall be provided in full in the 2015 budget.

SEWER OPERATING S&W	16,000.00
SEWER OPERATING OE	194,083.33

Total	210,083.33
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RESOLUTION 69-2016

PLANNING BOARD – COUNCIL MEMBER

CLASS II MEMBER

WHEREAS, the Borough of Washington, Warren County, New Jersey is now governed by Plan “E” of Municipal Charter Law; and

WHEREAS, under this plan the Mayor is directed and authorized to appoint certain members of the Planning Board.

BE IT RESOLVED, that a Borough Official, **Class II Member** hereby is appointed to serve.

Matt Lopez

Term to expire on **January 1, 2017**.

The above Declaration was an appointment made by the Mayor with Council consent.

Kristine Blanchard, RMC
Borough Clerk

PropertyPilot, LLC

Signed: _____

Name: _____

Date: _____

Title: _____

Customer

Signed: _____

Name: _____

Date: _____

Title: _____

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this "**Agreement**") is entered into as of May 1, 2016 ("**Effective Date**") by and between Washington Borough ("**Customer**") with offices at 100 Belvidere Ave, Washington Borough, NJ 07882, and PropertyPilot, LLC ("**PropertyPilot**") with offices at 79 Hudson Street, Suite 503, Hoboken, NJ 07030, and describes the terms and conditions pursuant to which PropertyPilot will provide Customer access to the Service (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows: Definitions.

1.1 "**Authorized Purpose**" means (a) to enable the Customer and Authorized Users to input, import and export data and perform functions related to government management within the geographic regions identified on the Order Form by implementing the Service and (b) to enable Public Users to submit and view certain data within the geographic regions identified on the Order Form through the public-facing PropertyPilot platform and GIS Map.

1.2 "**Authorized User**" means Customer's employees who are provided access to the Service by Customer with a valid username and password and who are authorized by PropertyPilot.

1.3 "**Confidential Information**" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation at the time of disclosure. Information communicated orally will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time (no more than 10 days) after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. In addition, PropertyPilot Confidential Information includes, but is not limited to, this Agreement, any addenda hereto signed by both parties, the non-public facing aspects of Service, any responses to technical support requests, and any business information, technical data, or know-how relating to the Service, any services, or any associated technology or services, including without limitation all such information disclosed in written form. Confidential Information will not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession. Additionally, Confidential Information will not include any Data (as defined below) or any information that can be obtained through an Open Public Records Act request.

1.4 "**Custom Data**" means any and all data, including, but not limited to shape files, entered or imported into PropertyPilot, either directly or through hosted forms by Authorized Users or Public Users..

“**GIS Map**” means the geographic information system graphical interface including pre-loaded standard layers and custom layers added by Customer and made available in the form of a map for use by Authorized Users and Public Users.

1.5 “**Legacy Data**” means any and all historical data the Customer submits to the Service. Legacy Data must conform to PropertyPilot’s importing requirements, which may require a key or reference, such as a block and lot or unique property identifier.

1.6 “**Pre-Loaded Data**” means the various property data, tax assessment role, foreclosure data, sales data and map layer data, where available, that is related to the properties on the Service and pre-loaded by PropertyPilot.

1.7 “**Public Users**” means a user of the Public Service.

1.8 “**Public Service**” means the limited online platform made available to members of the public, which allows members of the public to access digital e-commerce forms, public forms approved by Customer and the public-facing GIS Map regarding properties in the geographic regions identified on the Order Form.

1.9 “**Service**” means the online platform to which access is provided to Customer pursuant to this Agreement and which allows Authorized Users to access the Pre-Loaded Data, the systems, processes, Department/Division Modules, digital e-commerce forms and outward facing GIS Map regarding properties in the geographic regions identified on the Order Form.

1.10 “**Subscription**” means the subscription type selected on the Order Form required for Authorized Users to access the Services.

1. Access to Service.

2.1 **Grant.** Subject to the terms and conditions of this Agreement, PropertyPilot hereby grants to Customer a nonexclusive and nontransferable right during the Term to allow the Authorized Users to access and use the Service for the Authorized Purpose. Customer will not allow access to the Service by any person other than an Authorized User or for use other than as reasonably necessary for the Authorized Purpose. PropertyPilot will provide Public Users with access to the Public Service, subject to PropertyPilot’s Terms of Use and Privacy Policy.

2.2 **Reservation of Rights.** Customer acknowledges that it is only granted access to the Service for the Authorized Purpose during the Term in accordance with Section 2.1 and agrees that it will not use the Service except as permitted under Section 2.1. Customer acknowledges that PropertyPilot retains title to the Service. PropertyPilot hereby reserves all rights to the Service or any copyrights, patents, trademarks or other intellectual property rights embodied or used in connection therewith, except for the rights expressly granted herein.

2.3 **Additional Restrictions.** Customer will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) transfer, distribute, sell, lease, license or sublicense access to the Service; (b) attempt to decompile, disassemble, or reverse engineer the Service, in whole or in part; (c) allow access to the Service by any person other than an Authorized User; (d) write or develop any derivative software or any other software program based upon the Service or any Confidential Information; (e) use the Service to provide processing services to third parties, or otherwise use the Service on a ‘service bureau’ basis; or (f) provide, disclose, divulge or make available to, or permit use of the Service by any third party without PropertyPilot’s prior written consent.

2.4 **Authorized Users.** Customer acknowledges and agrees that it is responsible for all use or misuse of the Service by its Authorized Users, and a breach by any such Authorized User of any term of this Agreement will be deemed a breach under this Agreement. All Authorized Users will be required to accept the Policies (as defined in Section 9.8). As between the parties, Customer agrees that is responsible for notifying and obtaining the agreement of such Authorized Users to the restrictions with respect to the Service. PropertyPilot reserves the right to immediately

suspend any or all Authorized Users' access to the Service if PropertyPilot believes, in its sole discretion, that an Authorized User has misused the Service. Customer will provide PropertyPilot with the name and email address of each Authorized User. Each Service account login provided to an Authorized User is personal to that specific individual and may not be transferred, sold or otherwise assigned to or shared with any other individual or entity. Authorized Users will be required to accept the Policies.

2.5 Feedback. From time to time, Customer may provide to PropertyPilot (either on its own accord or at the request of PropertyPilot) feedback, analysis, suggestions and comments (including, but not limited to, bug reports and test results, and design suggestions or ideas) related to the Service (collectively, "**Feedback**"). As between PropertyPilot and Customer, all right, title and interest in and to any such Feedback will be owned by PropertyPilot. Customer agrees that PropertyPilot will have the perpetual, irrevocable and worldwide right to use, modify, license, sublicense and otherwise exploit all or part of the Feedback or any derivative thereof in any manner or media now known or hereafter devised without any remuneration, compensation or credit to Customer.

2.6 Support. Support is available for the Service via email to Support@PropertyPilot.com. PropertyPilot will only respond to support requests from the Primary and Secondary Customer Contacts identified on the Order Form. Customer may change the designated Primary and Secondary Customer Contacts by emailing PropertyPilot at Support@PropertyPilot.com. Telephone support is only available between 9:00 a.m. and 5:00 p.m. Eastern Standard Time during normal business days and is subject to the terms, limits and rates described on the Order Form.

2. Data. Customer grants to PropertyPilot a limited, non-transferable (except pursuant to Section 9.1 below) license to use the Legacy Data, Custom Data submitted by Authorized Users, and any other data entered into the Service by Customer and/or any Authorized User, or by any third parties acting on behalf of Customer or at Customer's request (such data collectively, "**Data**") for the purpose of providing the Service. Customer represents and warrants that: (a) it owns the Data posted by it on or through the Service or otherwise has the right to grant the license set forth in this Section 2; (b) the posting and use of Data on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (c) the posting of Data on the Service does not result in a breach of contract between Customer and any third party. Customer acknowledges that Data will be displayed publicly on the Service and that Customer should not submit any Data to the Service it wishes to keep confidential.

3. Subscription Fee.

4.1 Payment of Fees. In consideration for the access granted to the Service, Customer will pay the subscription fee (the "**Fee**") set forth on the Order Form. Payments may only be made by check. PropertyPilot will invoice you either quarterly or annually on the date applicable date corresponding to the Start Date. You may also pre-pay without penalty. Payments more than 45 days overdue will accrue interest at a rate of 15% per year, or the maximum allowed by law, whichever is less.

4.2 Taxes. All charges and fees provided for in this Agreement are exclusive of any taxes, duties, or similar charges imposed by any government. Customer will pay or reimburse PropertyPilot for all federal, state, dominion, provincial, or local sales, use, personal property, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of PropertyPilot).

4.3 Changes to Fees. PropertyPilot reserves the right to increase the Fee in a Renewal Term upon notice to Customer at least 90 days prior to the applicable Renewal Term.

4. Representations and Warranties; Disclaimer and Limitation of Liability.

5.1 Representations and Warranties. Each party hereby represents and warrants to the other party that: (a) it is duly organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority, and is duly authorized, to enter into the Agreement and to carry out the provisions thereof; (b) the person

executing the Agreement on behalf of the party is authorized to do so; (c) the execution, delivery and performance of the Agreement by such party does not violate any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it; and (d) such party will comply with all applicable federal, state and local laws, rules and regulations in fulfilling its obligations hereunder.

5.2 Disclaimer. PropertyPilot makes no warranties, whether express, implied, or statutory regarding or relating to the Service, or any materials or services furnished or provided to Customer under this Agreement. PROPERTYPILOT HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

5.3 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICE, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES WILL, IN ANY EVENT, EXCEED THE SUBSCRIPTION FEES PAID BY CUSTOMER TO PROPERTYPILOT UNDER THIS AGREEMENT. The provisions of this Section 4 allocate risks under this Agreement between Customer and PropertyPilot. PropertyPilot's pricing of the Service reflects this allocation of risks and limitation of liability.

5. Indemnification for Infringement.

6.1 Indemnity. PropertyPilot will, at its expense, defend Customer from any claim, action or allegation brought against Customer by a third party alleging that the Service infringes any copyright or trade secret right of that third party, and will pay any final judgments awarded or settlements entered into with respect to such claims; provided that Customer (a) gives prompt written notice to PropertyPilot of any such claim, action or allegation of infringement, (b) gives PropertyPilot the assistance, authority and information as PropertyPilot may reasonably require to settle or oppose such claims, and (c) gives PropertyPilot the authority to proceed as contemplated herein. PropertyPilot will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Customer may not settle or compromise such claim, action or allegation, except with prior written consent of PropertyPilot.

6.2 Options. In the event any such infringement, claim, action or allegation is brought or threatened, PropertyPilot may, at its sole option and expense: (a) procure for Customer the right to continue use of the Service or infringing part thereof; or (b) modify or amend the Service or infringing part thereof, or replace the Service or infringing part thereof with other software having substantially the same or better capabilities; or, (c) if neither of the foregoing is commercially practicable, terminate this Agreement and repay to Customer a pro rata portion, if any, of any pre-paid subscription fees. PropertyPilot and Customer will then be released from any further obligation to the other under this Agreement, except for the obligations of indemnification provided for above and such other obligations that survive termination.

6.3 Exclusions. PropertyPilot will have no liability hereunder if the actual or alleged infringement results from (a) Customer's breach of this Agreement, (b) any modification, alteration or addition made to the Service or any use thereof, including any combination of the Service with software or other materials not provided by PropertyPilot, (c) Customer's failure to use any corrections or modifications made available by PropertyPilot that would not result in any material loss of functionality, (d) use of the Service in a manner or in connection with a product or data not contemplated by this Agreement, or (e) any settlements entered into by Customer or costs incurred by Customer for such claim that are not pre-approved by PropertyPilot in writing.

6.4 **Limitation.** THIS SECTION 5 STATES THE ENTIRE LIABILITY OF PROPERTYPILOT WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

6. **Confidential Information.**

7.1 **Non-Use and Non-Disclosure.** Each party agrees not to use any Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees who do not have a need to know. Notwithstanding, a receiving party may disclose such Confidential Information that is required by law to be disclosed if the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure. Neither party will reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

7.2 **Maintenance of Confidentiality.** Each party agrees that it will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party will take at least those measures that it takes to protect its own most highly confidential information and will ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party will make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party will reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

7.3 **Return of Materials.** Upon the termination or expiration of this Agreement, each party will deliver to the other party all of such other party's Confidential Information that such party may have in its possession or control.

7. **Term and Termination.**

8.1 **Term.** This Agreement will take effect on the Effective Date and will remain in force for the Initial Term specified on the Order Form. Thereafter, the Agreement will renew on an annual basis until either party provides notice 60 days prior to the end of the then-current term (a "**Renewal Term**," and together with the Initial Term, the "**Term**").

8.2 **Termination For Cause.** Either party may, by written notice to the other party, terminate this Agreement if (a) a party is in material breach of any nonmonetary term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after the non-breaching party gives the other party written notice of such breach; or (b) a party (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

8.3 **PropertyPilot Termination.** PropertyPilot may terminate this Agreement if Customer fails to pay any amount due PropertyPilot within sixty (60) days after PropertyPilot gives Customer written notice of such nonpayment.

8.4 **Customer Termination.** Customer may terminate this Agreement upon [60] days' prior written notice if PropertyPilot materially decreases the functionality of the Service.

8.5 **Survival and Termination Obligations.** Immediately upon expiration or termination of this Agreement for any reason whatsoever, Customer will cease all access to and use of the Service. In addition, no later than thirty (30) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Customer will return all any Confidential Information of the PropertyPilot in its possession that is in tangible form. Customer will

furnish PropertyPilot with a certificate signed by an executive officer of Customer verifying that the same has been done. Upon termination of this Agreement (except for termination due to PropertyPilot's material breach), any outstanding Fees will become immediately due and payable to PropertyPilot. Sections 0, 2.2, 2.3, 2.4, 2.5, 4.3, 4, 5, 6, 8.5, and 8 will survive any termination or expiration of this Agreement.

8. Miscellaneous.

9.1 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the other party, except in connection with a sale of assets, reorganization, merger or consolidation. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of this Section 9.1 will be null and void.

9.2 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth in the first paragraph of this Agreement. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

9.3 Limitation on Claims. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

9.4 No Warranties. No employee, agent, representative or affiliate of PropertyPilot has authority to bind PropertyPilot to any oral representations or warranty concerning the Service. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

9.5 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

9.6 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

9.7 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

9.8 Integration. This Agreement, including any Order Forms and the PropertyPilot Terms of Use and Privacy Policy (the "**Policies**") which are hereby incorporated into this Agreement by reference, contains the entire agreement

of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both parties. To the extent there is a conflict between the Policies and this Agreement, this Agreement will govern.

9.9 Purchase Orders. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the acquisition or licensing of the Service will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of PropertyPilot to object to such terms, provisions or conditions.

9.10 Export. Customer acknowledges that the Service may contain features subject to United States and local country laws governing import, export, distribution and use. Customer is responsible for compliance by the Customer and its Authorized Users with United States and local country laws and regulations and will not export, use or transmit the Service (a) in violation of any export control laws of the United States or any other country, or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Order.

9.11 U.S. Government Restricted Rights. If the Service is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that PropertyPilot provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a U.S. government agency has a need for rights not granted under these terms, it must negotiate with PropertyPilot to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

9.12 Trademarks. Upon obtaining the other party's prior written consent in each instance, each party may use the other party's name, trademarks, tradenames, service marks, and logos, in its client or service provider, as applicable, list in the same manner in which it uses the names of its other clients and service providers, as applicable..

9.13 Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

9.14 Governing Law. This Agreement will be governed by the laws of the United States and the State of State, without reference to conflict of laws principles. Any dispute between the parties regarding this Agreement will be subject to the exclusive venue of the state and federal courts in Hudson County, State. The parties hereby consent to the exclusive jurisdiction and venue of such courts.

9.15 Process Selection. Based on your process package, 50% of your total processes will need to be selected up front. GovPilot will begin the build out after every process as well as their elements has been approved and signed off on. Any processes remaining will need to be selected over the next 6 months. At the 6 month mark we will begin the build out of the remaining processes. Any processes not selected 6 months after effective date, the customer forfeits those number of processes.

The parties have executed this Agreement below to indicate their acceptance of its terms.

PropertyPilot, LLC

By : _____

Print Name : _____

Title : _____

Customer

By : _____

Print Name : _____

Title : _____

ORDER FORM FOR PROPERTYPILOT

Name of Customer:	Washington Borough, NJ	Type of Subscription:	Government Enterprise with GIS Map
Region:	Washington Borough, NJ	Subscription Payments:	Annual
Authorized Signatory:		Date of Agreement:	
Address:	100 Belvidere Ave Washington, NJ 07882	Effective Date:	5/1/2016
Email Address:	kblanchard@washingtonboro-nj.org	Initial Term:	1-year
Primary Administrator Contact:	Kristine Blanchard	Secondary Administrator Contact:	_____

<i>SERVICE DESCRIPTION</i>	
Process Package Level	Bronze: Maximum of 6 Processes
GIS Map Area:	Washington Borough, NJ
Region:	Washington Borough, NJ

Subscription Year	Base Subscription Fee	Maintenance Fee	Total Annual Fee
First Year	\$4,687.50	\$1,562.50	\$6,250

<i>Support Services</i>	
Training – Initial 1 Hour Per Process	Included
Technical Support and Customization	Included
Additional Technical Support and Customization	\$150/hour
<small>*After a selected process has been approved and signed off on.</small>	

This Order Form is made a part of, and incorporated into, the Master Subscription Agreement entered into between the parties.

SERVICES DESCRIPTION		ANNUAL COST
A	PropertyPilot Municipal Employee Access to Data Management System: Unlimited Sub-User Licenses	Included
B	Property Pilot Legacy Data Import: Data Related to Each Selected Process	Included
C	Annual Maintenance: Continuous Update of Data and System Features and Platform	Included
D	Pre-Loaded Data, including the following: <ul style="list-style-type: none"> • Property Type • Foreclosures • Ownership Information • Property Sales Data • Property Tax Data • Applicable Tax Assessment Data 	Included
E	External Public-Facing GIS Map with map of Washington Borough, NJ including standard data layers, including: <ul style="list-style-type: none"> • Traffic layer • Panoramio Layer • Census block 2012 • FEMA Coastal High Risk Flood Map • FEMA High Risk Flood Map • FEMA Low to Moderate Flood Map • Fire Stations • Hospitals • Law Enforcement • Know Contaminated Sites • Wetland Areas 	Included
F	Internal GIS Map of Washington Borough, NJ	Included
G	Administrator Dashboard	Included
H	Field, Forms, Reporting, Workflow, Letters and View Customization Customize data fields, forms, reports, workflows, letters and views within the scope of the documented module functional specification. E-Commerce: collect payments online through PropertyPilot forms.	Included *\$150/Hour after process has been approved and signed off on.
Additional Services:		
Additional Processes	Description	Cost
Additional Processes	5 Additional Processes	\$6,250

RESOLUTION #71-2016

**RESOLUTION OF THE BOROUGH OF WASHINGTON APPOINTING
MATT LOPEZ AS FIRE OFFICIAL**

WHEREAS, the State of New Jersey requires an official Resolution of the Governing Body for the Appointment of Fire Official; and

WHEREAS, the Governing Body of Washington Borough has been informed by the Borough Manager, Kristine Blanchard and the Fire Chief, Joe Fox Jr. of their recommendation of Matt Lopez to the position of Fire Official, pending a Civil Service Examination; and

NOW THEREFORE BE IT RESOLVED, by the Governing Body of Washington Borough in the County of Warren, and the State of New Jersey that Matt Lopez is hereby appointed by the Governing Body of Washington Borough as the Fire Official of the Borough of Washington.

Ayes:
Nays:
Abstain:

Kristine Blanchard, RMC

RESOLUTION #72-2016

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 7, 2014 to MTAG/Cust for Alterna Fund LLC, P.O. Box 54817, New Orleans, LA 70154, in the amount of \$6,238.22 for taxes or other municipal liens assessed for the year 2013 in the name of Sutton, Dolson III & Tina as supposed owners, and in said assessment and sale were described as 64 Lenape Trail, Block 101 Lot 15.10, which sale was evidenced by Certificate #14-00078; and

WHEREAS, the Collector of Taxes of said taxing district of the Borough of Washington, do certify that on 3-31-16 and before the right to redeem was cut off, as provided by law, Wells Fargo, claiming to have an interest in said lands, did redeem said lands claimed by MTAG/Cust for Alterna Fund LLC, by paying the Collector of Taxes of said taxing district of Washington Borough the amount of \$15,312.65 which is the amount necessary to redeem Tax Sale Certificate #14-00078.

NOW THEREFORE BE IT RESOLVED, on this 5th day of April, 2016 by the Mayor and Council of the Borough of Washington, County of Warren to authorize the Treasurer to issue a check payable to MTAG/Cust for Alterna Fund LLC, P.O. Box 54817, New Orleans, LA 70154 in the amount of **\$33,312.65** (This amount consists of \$15,312.65 Certificate Amount redeemed + \$18,000.00 Premium).

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 101 Lot 15.10 from the tax office records.

The above Resolution was moved by _____, seconded by

_____, voted and carried this 5th day of April, 2016.

Roll Call: Ayes:

 Nays:

 Abstentions:

Kristine Blanchard, RMC
Borough Clerk

cc: Tax Collector
Paula Drake, Accounts Payable Clerk
Block/Lot File