

TOWNSHIP OF WASHINGTON, WARREN COUNTY

Regular Meeting
August 21, 2018

The regular meeting of the Township Committee was held on this date at the Washington Township Municipal Building, 211 Route 31 North, Washington, N.J. The meeting was called to order at 7:30 pm by Deputy Mayor Mark Rossi.

SUNSHINE LAW COMPLIANCE – Deputy Mayor Rossi noted that this meeting was being held in compliance with the Open Public Meetings Law of 1975 in as much as a notice had been published in the Star-Gazette and transmitted to the Express-Times, posted at the Municipal Building and a copy is on file in the Clerk’s office. This agenda is subject to change by order of the Washington Township Committee before and/or during the scheduled meeting.

ROLL CALL

Fiore, present; Kovacs, present; Rossi, present; Willan, present
Klingel, absent

STAFF PRESENT

Ann Kilduff, Township Clerk; Attorney Katrina Campbell; Peter deBoer, Township Administrator; Chief Cicerelle; Eileen Parks, Acting CFO; Andrew Hart, Assistant Superintendent of Public Works; Joseph Rossi, Construction Official

SALUTE TO THE FLAG

APPROVAL OF MINUTES

A motion was made by Willan, seconded by Fiore, to approve the minutes of the regular meeting of July 17, 2018.

ROLL CALL: Willan, yes; Fiore, yes; Kovacs, Rossi yes

A motion was made by Willan, seconded by Kovacs, to approve the Executive Session minutes of the regular meeting of July 17, 2018.

ROLL CALL: Willan, yes; Kovacs, yes; Fiore, yes; Rossi, yes

On behalf of the Washington United Methodist Church Greenstone Thrift Shop, Mr. Fiore presented \$500 to the Police Dept. for the purchase of Narcan.

Attorney Campbell read aloud the Bids for the Sale of Properties – Butler’s Park. Decisions regarding such bids will be made in Executive Session.

ORDINANCE

A motion was made by Fiore, seconded by Rossi, to open to the public Ordinance 18-08, Ordinance of the Township of Washington, County of Warren, State of New Jersey to Amend and Supplement Chapter 59, Section 59-11, “Building Subcode Fees” of the Code of the Township of Washington – **2nd Reading, Public Hearing, and Adoption All were in favor.**

Seeing no one, a motion was made by Kovacs, seconded by Fiore, to close the public portion of Ordinance 18-08.

All were in favor.

A motion was made by Fiore, seconded by Willan, to adopt Ordinance 18-08 on second reading

ROLL CALL: Fiore, yes; Willan, yes; Kovacs, yes; Rossi, yes

ORDINANCE NO. 2018-08
ORDINANCE OF THE TOWNSHIP OF WASHINGTON, COUNTY OF WARREN, STATE OF NEW JERSEY
TO AMEND AND SUPPLEMENT CHAPTER 59,
SECTION 59-11, "BUILDING SUBCODE FEES" OF THE CODE OF THE TOWNSHIP OF WASHINGTON

WHEREAS, the Township Committee of the Township of Washington, County of Warren, State of New Jersey, desires to supplement and amend Chapter 59 of the Code of the Township of Washington in order to update the fees charged by the Uniform Code and Construction Office.

NOW, THEREFORE, BE IT ORDAINED, by the Township Committee of the Township of Washington, County of Warren, State of New Jersey that Chapter 59 of the Code of the Township of Washington be supplemented and amended to read as follows:

§59-11, shall be amended as follows:

Section 1:

The minimum fee for any construction permit shall be \$70.

Section 2:

REPEAL

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section 3:

SEVERABILITY

If any section, subsection, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the remaining portions of this ordinance.

This Ordinance shall take effect immediately upon final publication as provided by law.

A motion was made by Kovacs, seconded by Fiore, to open to the public Ordinance 18-09, Ordinance of the Township of

Washington, County of Warren, State of New Jersey Amending Chapter 64, Development Regulations, Article II, Section 12, "Performance Guarantees and Inspections" of the Code of the Township of Washington –

Introduction

(2nd reading, public hearing an adoption at the September 18, 2018 meeting)

All were in favor.

**ORDINANCE 2018-09
TOWNSHIP OF WASHINGTON
COUNTY OF WARREN
STATE OF NEW JERSEY**

**AN ORDINANCE OF THE TOWNSHIP OF WASHINGTON, COUNTY OF WARREN, STATE OF NEW JERSEY
AMENDING CHAPTER 64, DEVELOPMENT REGULATIONS, ARTICLE II, SECTION 12 PERFORMANCE
GUARANTEES AND INSPECTIONS OF THE CODE OF THE TOWNSHIP OF WASHINGTON**

Section 1. Chapter 64: Development Regulations, Article II § 64-12 is hereby repealed and replaced with the following new Guarantees and Inspections section to comply with amendments in the Municipal Land Use Law, N.J.S.A. 40:55D-53 as follows:

§ 64-12 Guarantees and Inspections.

A. General. The developer shall furnish a performance guarantee in favor of the municipality in an amount not to exceed 120% of the cost of installation of only those improvements required by an approval or developer's agreement, ordinance, or regulation to be dedicated to the public entity, and that have not yet been installed, which cost shall be determined by the municipal engineer, according to the method of calculation set forth in N.J.S.A. 40:55D-53.4, for the following improvements as shown on the approved plans or plat: streets, pavement, gutters, curbs, sidewalks, street lighting, street trees, surveyor's monuments, as shown on the final map and required by "the map filing law," N.J.S.A.46:23-9.9 et seq.; repealed by section 2 of P.L.2011, c.217) or N.J.S.46:26B-1 through N.J.S.46:26B-8, water mains, sanitary sewers, community septic systems, drainage structures, public improvements of open space, and any grading necessitated by the preceding improvements. The municipal engineer shall prepare an itemized cost estimate of the improvements covered by the performance guarantee, which itemized cost estimate shall be appended to each performance guarantee posted by the obligor.

B. Privately-owned perimeter buffer landscaping. The performance guarantee shall include, within an approved phase or section of a development, privately-owned perimeter buffer landscaping, as required by ordinance or imposed as a condition of approval. At the developer's option, a separate performance guarantee may be posted for the privately-owned perimeter buffer landscaping.

C. Temporary Certificate of Occupancy Bond. In the event that the developer shall seek a temporary certificate of occupancy for a development, unit, building, or phase of development, as a condition of the issuance thereof, the developer shall, furnish a separate guarantee, referred to herein as a "temporary

certificate of occupancy bond,” in favor of the municipality in an amount equal to 120% of the cost of installation of only those improvements or items which remain to be completed or installed under the terms of the temporary certificate of occupancy and which are required to be installed or completed as a condition precedent to the issuance of the permanent certificate of occupancy for the development, unit, building or phase of development. Upon posting of a “temporary certificate of occupancy bond,” all sums remaining under a performance guarantee, required pursuant to § 64-12(A) which relate to the development, unit, building, or phase of development for which the temporary certificate of occupancy is sought, shall be released. At no time shall the municipality hold more than one guarantee or bond of any type with respect to the same line item. The temporary certificate of occupancy bond shall be released upon the issuance of a permanent certificate of occupancy with regard to the development, unit, building, or phase as to which the temporary certificate of occupancy relates.

D. Safety and Stabilization Bond. In addition to a performance guarantee required pursuant to § 64-12(A), a developer shall furnish to the municipality a separate guarantee, referred to herein as a “safety and stabilization bond,” in favor of the municipality, to be available to the municipality solely for the purpose of returning property that has been disturbed to a safe and stable condition or otherwise implementing measures to protect the public from access to an unsafe or unstable condition, only in the circumstance that:

(1) site disturbance has commenced and, thereafter, all work on the development has ceased for a period of at least 60 consecutive days following such commencement for reasons other than force majeure, and

(2) work has not recommenced within 30 days following the provision of written notice by the municipality to the developer of the municipality’s intent to claim payment under the bond.

(3) The municipality shall not provide notice of its intent to claim payment under a “safety and stabilization bond” until a period of at least 60 days has elapsed during which all work on the development has ceased for reasons other than force majeure. The municipality shall provide written notice to a developer by certified mail or other form of delivery providing evidence of receipt.

(4) The amount of a “safety and stabilization bond” for a development with bonded improvements in an amount not exceeding \$100,000 shall be \$5,000.

(5) The amount of a “safety and stabilization bond” for a development with bonded improvements exceeding \$100,000 shall be calculated as a percentage of the bonded improvement costs of the development or phase of development as follows: 5,000 for the first \$100,000 of bonded improvement costs, plus two and a half percent of bonded improvement costs in excess of \$100,000 up to \$1,000,000, plus one percent of bonded improvement costs in excess of \$1,000,000.

E. Extension of Time. The time allowed for installation of the improvements for which the performance guarantee has been provided may be extended by the governing body by resolution. As a condition or as part of any such extension, the amount of any performance guarantee shall be increased or reduced,

as the case may be, to an amount not to exceed 120% of the cost of the installation, which cost shall be determined by the municipal engineer according to the method of calculation set forth in N.J.S.A. 40:55D-53.4 as of the time of the passage of the resolution.

F. Liability. If the required bonded improvements are not completed or corrected in accordance with the performance guarantee, the obligor and surety, if any, shall be liable thereon to the municipality for the reasonable cost of the improvements not completed or corrected and the municipality may either prior to or after the receipt of the proceeds thereof complete such improvements. Such completion or correction of improvements shall be subject to the public bidding requirements of the "Local Public Contracts Law," N.J.S.A. 40A:11-1 et seq.

G. Request for List of Uncompleted or Unsatisfactory Completed Improvements. Upon substantial completion of all required street improvements (except for the top course) and appurtenant utility improvements, and the connection of same to the public system, the obligor may request of the governing body in writing, by certified mail addressed in care of the municipal clerk, that the municipal engineer prepare, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to § 64-12(A), a list of all uncompleted or unsatisfactory completed improvements. If such a request is made, the obligor shall send a copy of the request to the municipal engineer. The request shall indicate which improvements have been completed and which improvements remain uncompleted in the judgment of the obligor. Thereupon the municipal engineer shall inspect all bonded improvements covered by obligor's request and shall file a detailed list and report, in writing, with the governing body, and shall simultaneously send a copy thereof to the obligor not later than 45 days after receipt of the obligor's request. The list prepared by the municipal engineer shall state, in detail, with respect to each bonded improvement determined to be incomplete or unsatisfactory, the nature and extent of the incompleteness of each incomplete improvement or the nature and extent of, and remedy for, the unsatisfactory state of each completed improvement determined to be unsatisfactory. The report prepared by the municipal engineer shall identify each improvement determined to be complete and satisfactory together with a recommendation as to the amount of reduction to be made in the performance guarantee relating to the completed and satisfactory improvement, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to § 64-12 (A).

H. Action by Governing Body. The governing body, by resolution, shall either approve the bonded improvements determined to be complete and satisfactory by the municipal engineer, or reject any or all of these improvements upon the establishment in the resolution of cause for rejection, and shall approve and authorize the amount of reduction to be made in the performance guarantee and the "safety and stabilization bond" relating to the improvements accepted, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to § 64-12 (A). This resolution shall be adopted not later than 45 days after receipt of the list and report prepared by the municipal engineer. Upon adoption of the resolution by the governing body, the obligor shall be released from all liability pursuant to its performance guarantee and "safety and stabilization bond," with respect to those approved bonded improvements, except for that portion adequately sufficient to secure completion or correction of the improvements not yet approved; provided that 30% of the amount of the total performance guarantee and "safety and stabilization bond" posted may be retained to ensure completion and acceptability of all improvements. For the purpose of releasing the obligor from liability pursuant to its performance guarantee

and "safety and stabilization bond," the amount of the performance guarantee and "safety and stabilization bond" attributable to each approved bonded improvement shall be reduced by the total amount for each such improvement, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section, including any contingency factor applied to the cost of installation. If the sum of the approved bonded improvements would exceed 70 percent of the total amount of the performance guarantee, then the municipality may retain 30 percent of the amount of the total performance guarantee and "safety and stabilization bond" to ensure completion and acceptability of all improvements, as provided above, except that any amount of the performance guarantee attributable to bonded improvements for which a "temporary certificate of occupancy bond" has been posted shall be released from the performance guarantee even if such release would reduce the amount held by the municipality below 30 percent. If any portion of the required improvements is rejected, the approving authority may require the obligor to complete or correct such improvements and, upon completion or correction, the same procedure of notification, as set forth in this section shall be followed.

I. **Maintenance Guarantees.** The developer shall post with the municipality, prior to the release of a performance guarantee required pursuant to § 64-12 (A) or § 64-12 (B) or both §64-12 (A) and (B) a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the improvements which are being released as follow:

(1) Amount of Maintenance Guarantee. The developer shall post with the municipality, upon the inspection and issuance of final approval of the following private site improvements by the municipal engineer, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the following private site improvements: storm water management basins, in-flow and water quality structures within the basins, and the out-flow pipes and structures of the storm water management system, if any, which cost shall be determined according to the method of calculation set forth in N.J.S.A. 40:55D-53.4.

(2) Term. The term of the maintenance guarantee shall be for a period not to exceed two years and shall automatically expire at the end of the established term.

J. **Engineering inspection fees.** The obligor shall reimburse the municipality for reasonable inspection fees paid to the municipal engineer for the foregoing inspection of improvements: which fees shall not exceed the sum of the amounts set forth in subparagraphs (1) and (2) of this paragraph. The developer shall post the inspection fees in escrow in an amount:

(1) not to exceed 5% of the cost of bonded improvements that are subject to a performance guarantee under §64-12(A) or §64-12(B) or both §64-12(A) and (B); and

(2) not to exceed 5% of the cost of private site improvements that are not subject to a performance guarantee under §64-12(A), which cost shall be determined pursuant to N.J.S.A. 40:55D-53.4.

(3) **Installments.** For those developments for which the inspection fees total less than \$10,000, fees may, at the option of the developer, be paid in two installments. The initial amount deposited in escrow by a developer shall be 50% of the inspection fees. When the balance on deposit drops to 10% of the inspection fees because the amount deposited by the developer has been reduced by the amount paid to the municipal engineer for inspections, the developer shall deposit the remaining 50% of the inspection fees. For

those developments for which the inspection fees total \$10,000 or greater, fees may, at the option of the developer, be paid in four installments. The initial amount deposited in escrow by a developer shall be 25% of the inspection fees. When the balance on deposit drops to 10% of the inspection fees because the amount deposited by the developer has been reduced by the amount paid to the municipal engineer for inspection, the developer shall make additional deposits of 25% of the inspection fees.

(4) Request for Additional Deposit. If the municipality determines that the amount in escrow for the payment of inspection fees, as calculated pursuant to subparagraphs (1) and (2) of paragraph (J) of this subsection, is insufficient to cover the cost of additional required inspections, the municipality may require the developer to deposit additional funds in escrow provided that the municipality delivers to the developer a written inspection escrow deposit request, signed by the municipal engineer, which: informs the developer of the need for additional inspections, details the items or undertakings that require inspection, estimates the time required for those inspections, and estimates the cost of performing those inspections.

Section 2. All other provisions of Chapter 64 not modified herein shall remain unchanged and in full force and effect.

Section 3. Severability. If the provisions of any article, section, subsection, paragraph, subdivision, clause or application of the Ordinance shall be judged invalid by any Court of competent jurisdiction, such order or judgment shall not affect or invalidate the remainder of any such article, section, subsection, paragraph, subdivision, clause or application, and to this end, the provisions of this Ordinance are hereby declared to be severable.

Section 4. This ordinance may be renumbered for codification purposes.

Section 5. Effective Date. This Ordinance shall take effect immediately upon final passage, publication according to law, and filing with the Warren County Planning Board.

RESOLUTIONS

A motion was made by Kovacs, seconded by Fiore, to approve Resolutions 2018-140 through and including 2018-145.

ROLL CALL: Kovacs, yes; Fiore, yes; Rossi, yes; Willan, yes

REDEMPTION RESOLUTION 2018-140 BLOCK 40, LOT 85.01

WHEREAS, the Tax Collector was paid \$21,409.11 which is the amount necessary for the redemption of Tax Sale Certificate #2015-022 sold to US Bankcust for PC5 Sterling National. The redemption is being done owner of the property.

NOW THEREFORE BE IT RESOLVED, on this 21st day of August by the Mayor and Township Committee of the Township of Washington, County of Warren that since US Bankcust for PC5 Sterling National's identification number is already on file it will be unnecessary to make provision for back up withholding, therefore the Acting CFO is hereby authorized and directed to prepare a check made payable to US Bankcust for PC5 Sterling National in the amount of \$21,409.11. The check is to be returned to the tax collector who will mail it once the tax sale certificate endorsed for cancellation has been received by him.

BE IT FURTHER RESOLVED, that the Tax Collector is authorized to cancel this lien on Block 40, Lot 85.01 from the tax office records.

**RESOLUTION TO CANCEL 2018 TAXES #2018-141
BLOCK 65, LOT 63**

WHEREAS, the owner of the above property filed an application for veteran exemption due to wartime service connected disability which was reviewed and approved by the Tax Assessor effective June 19, 2018 made the property tax exempt at that time. Once the 2018 tax rate was certified it was possible to calculate the total 2018 taxes and the amount of taxes that need to be cancelled.

WHEREAS, the amount of 2018 taxes to be cancelled is \$5,665.96.

NOW THEREFORE BE IT RESOLVED, on this 21st day of August by the Mayor and Township Committee of the Township of Washington, County of Warren that the tax collector's request to cancel 2018 taxes in the amount of \$5,665.96 on this property is hereby approved.

**RESOLUTION 2018-142
WASHINGTON TOWNSHIP SHARED SERVICES AGREEMENT
FOR SHARING ANIMAL CONTROL OFFICER VEHICLE BETWEEN THE
TOWN OF HACKETTSTOWN AND THE TOWNSHIP OF WASHINGTON**

AGREEMENT

AGREEMENT, made this 21st day of August 2018 by and between the Township of Washington, 211 Route 31 North, Washington, New Jersey 07882 and the Town of Hackettstown, 215 Stiger Street, NJ 07840 Animal Control Officer (ACO) Vehicle Shared Services Agreement Resolution, hereinafter referred to as the "Designated Municipalities".

WITNESSETH:

WHEREAS, Township of Washington is desirous of sharing the Township of Washington's ACO vehicle with other municipalities in accordance with the terms of this Agreement; and

WHEREAS, the Uniform Shared Services & Consolidation Act (N.J.S.A. 40A:65-1 et seq.) authorizes and empowers the Township of Washington to enter into the Agreement.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Scope of Services

The Township of Washington agrees to lend a ACO vehicle from the Township of Washington to Warren County municipalities as support for animal control services outside of Washington Township's boundaries and for efficiency and effectiveness of operations

It must be clearly understood by all parties concerned that the Township of Washington's ACO vehicle must be available for Township of Washington's projects whenever needed. Therefore, the ACO will only be available whenever not in use or scheduled to be used for a Township of Washington project and then, it will only be made available at the sole discretion of the Township of Washington contact person.

2. Term

This Agreement shall extend from August 21, 2018 until an updated original Resolution of the Township Committee of the Township of Washington is adopted by Township of Washington for the purposes of updating the terms set forth herein. Either party may cancel this Agreement upon thirty (30) days' written notice to others.

3. Compensation

The Town of Hackettstown will pay the Township of Washington an annual fee of \$1000.00.

The above annual amounts shall be paid in equal quarterly installments due: March, June, September and December of each year during the term.

4. Contact Person

The Town of Hackettstown agrees to appoint a person to act as a liaison to serve as the Contact Person with the Animal Control Officer of the Township of Washington in order to support and facilitate the orderly and efficient distribution of ACO vehicle and related information to the Township of Washington's Administrator.

5. Effective Date

This Agreement shall become effective as of August 21, 2018, upon passage of Resolution #2018-142 by the Township of Washington.

6. Level of Service

The Township of Washington agrees to provide all services in a professional and workmanlike manner.

7. Power and Authority of Township of Washington

The Township of Washington, in performing the services under this contract, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities and obligations under the contract.

8. Other Agreements

The Township of Washington reserves the right to enter into any other contracts with other public or private entities for the performance of any services which may be included within the scope of services provided in this Agreement.

9. Dispute of Payment

In the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with paragraph 3 shall be paid.

10. Indemnification

The Town of Hackettstown and the Township of Washington hereby indemnifies and holds the other harmless against all losses, claims or liabilities of any kind (including reasonable attorney's fees and costs) for personal injury or property damages arising out of the actions taken by either party pursuant to this Agreement.

11. Insurance

During the term of this Agreement, the Township of Washington will keep in force at its expense, (i) public liability insurance including contractual liability, with carriers authorized to do business in New Jersey with minimum limits of \$1,000,000.00 on account of bodily injuries or death of one person and \$1,000,000.00 on account of bodily injuries or death of more than one person as the result of any one accident or disaster; and (ii) property damage insurance for loss or damage of \$100,000.00. The Town of Hackettstown shall provide a Certificate of Insurance naming the Township of Washington as additional insured and stating that said policy cannot be cancelled except on thirty (30) days' written notice to the Township of Washington.

12. Miscellaneous

This Agreement may only be modified in writing, duly authorized, signed and forwarded to the Mayor of each Municipality. All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to the following addresses:

FOR THE TOWN OF HACKETTSTOWN:

Town of Hackettstown
William W. Kuster, Clerk/Administrator
Municipal Building, 215 Stiger Street
Hackettstown, NJ 07840

FOR THE TOWNSHIP OF WASHINGTON:

Township of Washington
Peter H. deBoer Jr., Administrator
211 Route 31 North
Washington, NJ 07882

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

14. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and approved by the Township Committee of the Township of Washington.

15. Severability

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any Court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

**RESOLUTION 2018-143
WASHINGTON TOWNSHIP SHARED SERVICES AGREEMENT
FOR SHARING ANIMAL CONTROL OFFICER VEHICLE BETWEEN
THE TOWNSHIP OF WHITE AND THE TOWNSHIP OF WASHINGTON**

AGREEMENT

AGREEMENT, made this 21st day of August 2018 by and between the Township of Washington, 211 Route 31 North, Washington, New Jersey 07882 and the Township of White, 555 CR 519, Belvidere, NJ 07823 Animal Control Officer (ACO) Vehicle Shared Services Agreement Resolution, hereinafter referred to as the “Designated Municipalities”.

WITNESSETH:

WHEREAS, Township of Washington is desirous of sharing the Township of Washington’s ACO vehicle with other municipalities in accordance with the terms of this Agreement; and

WHEREAS, the Uniform Shared Services & Consolidation Act (N.J.S.A. 40A:65-1 et seq.) authorizes and empowers the Township of Washington to enter into the Agreement.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Scope of Services

The Township of Washington agrees to lend a ACO vehicle from the Township of Washington to Warren County municipalities as support for animal control services outside of Washington Township’s boundaries and for efficiency and effectiveness of operations

It must be clearly understood by all parties concerned that the Township of Washington’s ACO vehicle must be available for Township of Washington’s projects whenever needed. Therefore, the ACO will only be available whenever not in use or scheduled to be used for a Township of Washington project and then, it will only be made available at the sole discretion of the Township of Washington contact person.

2. Term

This Agreement shall extend from August 21, 2018 until an updated original Resolution of the Township Committee of the Township of Washington is adopted by Township of Washington for the purposes of

updating the terms set forth herein. Either party may cancel this Agreement upon thirty (30) days' written notice to others.

3. Compensation

The Township of White will pay the Township of Washington an annual fee of \$500.00.

The above annual amounts shall be paid in equal quarterly installments due: March, June, September and December of each year during the term.

4. Contact Person

The Township of White agrees to appoint a person to act as a liaison to serve as the Contact Person with the Animal Control Officer of the Township of Washington in order to support and facilitate the orderly and efficient distribution of ACO vehicle and related information to the Township of Washington's Administrator.

5. Effective Date

This Agreement shall become effective as of August 21, 2018, upon passage of Resolution #2018-143 by the Township of Washington.

6. Level of Service

The Township of Washington agrees to provide all services in a professional and workmanlike manner.

7. Power and Authority of Township of Washington

The Township of Washington, in performing the services under this contract, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities and obligations under the contract.

8. Other Agreements

The Township of Washington reserves the right to enter into any other contracts with other public or private entities for the performance of any services which may be included within the scope of services provided in this Agreement.

9. Dispute of Payment

In the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with paragraph 3 shall be paid.

10. Indemnification

The Township of White and the Township of Washington hereby indemnifies and holds the other harmless against all losses, claims or liabilities of any kind (including reasonable attorney's fees and costs) for personal injury or property damages arising out of the actions taken by either party pursuant to this Agreement.

11. Insurance

During the term of this Agreement, the Township of Washington will keep in force at its expense, (i) public liability insurance including contractual liability, with carriers authorized to do business in New

Jersey with minimum limits of \$1,000,000.00 on account of bodily injuries or death of one person and \$1,000,000.00 on account of bodily injuries or death of more than one person as the result of any one accident or disaster; and (ii) property damage insurance for loss or damage of \$100,000.00. The Township of White shall provide a Certificate of Insurance naming the Township of Washington as additional insured and stating that said policy cannot be cancelled except on thirty (30) days' written notice to the Township of Washington.

12. Miscellaneous

This Agreement may only be modified in writing, duly authorized, signed and forwarded to the Mayor of each Municipality. All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to the following addresses:

FOR THE TOWNSHIP OF WHITE:

Township of White
Kathleen Reinalda, Clerk
Municipal Building, 555 CR 519
Belvidere, NJ 07823

FOR THE TOWNSHIP OF WASHINGTON:

Township of Washington
Peter H. deBoer Jr., Administrator
211 Route 31 North
Washington, NJ 07882

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

14. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and approved by the Township Committee of the Township of Washington.

15. Severability

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any Court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

RESOLUTION #2018-144
RESOLUTION OF THE TOWNSHIP OF WASHINGTON, COUNTY OF WARREN
OPPOSING THE LEGALIZATION OF RECREATIONAL CANNABIS USE
IN THE STATE OF NEW JERSEY

WHEREAS, it is the public position of the Governor of New Jersey, Philip D. Murphy, to pursue the legalization of recreational cannabis (colloquially known as 'marijuana') with legislation enabling same pending before the New Jersey State Legislature; and

WHEREAS, the United States of America has outlawed recreational cannabis pursuant to the Controlled Substances Act, 21 U.S.C. Section 811; and

WHEREAS, there are significant concerns regarding the effects of the use of cannabis especially as it pertains to the operation of motor vehicles. Such concerns involve user reaction time and effects negatively affecting a user's ability to operate a motor vehicle and generally react to emergency situations; and

WHEREAS, there is currently no objective standard for operating under the influence of drugs like cannabis as compared to standards established for driving under the influence of alcohol, making enforcement of existing traffic laws and ensuring public safety difficult; and

WHEREAS, some healthcare professionals consider cannabis a 'gateway' drug and, in the midst of a serious and well-publicized opioid epidemic in the State of New Jersey, the Township Committee believes that legalized recreational cannabis may compound this epidemic and hinder the efforts of law enforcement and public health officials in curtailing same; and

WHEREAS, the Township Committee may in the future codify an ordinance to ban the sale, processing, storage, and distribution of recreational cannabis within the Township.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Washington, County of Warren, State of New Jersey is hereby opposed to the legalization of cannabis for recreational use.

BE IT FURTHER RESOLVED, that certified copies of this resolution shall be made available to Governor Phil Murphy, members of the New Jersey General Assembly, the New Jersey State Senate and the New Jersey League of Municipalities

RESOLUTION 2018-145
TO AUTHORIZE AND APPROVE SALARIES AND WAGES
FOR CERTAIN EMPLOYEES

WHEREAS, the current annual Salary Ordinance (#17-14) establishes the salaries/wages and compensation for the employees of the Township of Washington, County of Warren.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Washington, County of Warren that the following named employee be compensated effective August 22, 2018 unless otherwise noted, in the amounts as designated below:

<u>NAME</u>	<u>POSITION</u>	<u>SALARY</u>
Edwin Voag	Crossing Guard	\$16.77 per hr.

The Committee briefly discussed Resolution 2018-139. A motion was made by Fiore, seconded by Willan, to approve Resolution 2018-139, To Authorize for the Calling of a Special Meeting of the Township Committee of the Township of Washington, County of Warren Through the Remainder of the Calendar Year of 2018.

ROLL CALL: Fiore, yes; Willan, yes; Kovacs, yes; Rossi

RESOLUTION 2018-139

RESOLUTION TO AUTHORIZE FOR THE CALLING OF A SPECIAL MEETING OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WASHINGTON, COUNTY OF WARREN THROUGH THE REMAINDER OF CALENDAR YEAR OF 2018

WHEREAS, from time to time, due to unforeseen circumstances, the need to have a special meeting arises in the Township of Washington.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Washington, Warren County, New Jersey as follows:

Special meetings may be called by either the Mayor or the Deputy Mayor of the Township Committee. When any Special Meeting is called, it shall be the duty of the Municipal Clerk and/or the Deputy Municipal Clerk to individually contact each member of the governing body in accordance with N.J.S.A. 10:4-6.

STAFF ADMINISTRATIVE REPORTS

Chief Cicerelle previously submitted a report and provided the Committee with proposed plans for the K9 training facility he spoke of at the last meeting. The Committee discussed the details with Chief Cicerelle.

A motion was made by Willan, seconded by Kovacs to proceed with the K-9 Training Facility as presented by Chief Cicerelle.

ROLL CALL: Wilan, yes; Kovacs, yes; Fiore, yes; Rossi, yes

Mr. Hart previously submitted a report. He informed the Committee that the department has been working on Bowerstown Road as well as installing the fence in Meadow Breeze Park. Some work at Hawk Pointe will take place later in the week.

Mrs. Parks provided the Committee with a report and spoke of the results of the Bond Anticipation Note sale.

Mr. Joseph Rossi updated the Committee on the opening of the medical building.

Mr. deBoer submitted a report. He also presented the Committee with a letter of resignation from Dennis Allen, Building Sub-Code Official.

A motion was made by Willan, seconded by Fiore to accept Mr. Allen's letter of resignation.

ROLL CALL: Willan, yes; Fiore, yes; Kovacs, yes; Rossi, yes

PUBLIC QUESTIONS AND CONCERNS

Deputy Mayor Rossi opened the meeting to the public.

Hearing no comments, Deputy Mayor Rossi closed the public portion of the meeting.

OLD BUSINESS

Attorney Campbell provided the Committee with a draft of a revised noise ordinance.

Attorney Campbell updated the Committee on the first (10) foreclosed properties. Deputy Mayor Rossi thanked Mr. Fiore for his work to date.

NEW BUSINESS

E. Yayla and I Turan proposed a payment plan for overdue tax on their previously purchased property, 270 Route 31 South. The Committee will discuss the proposition and respond as soon as possible.

A motion was made by Willan, seconded by Fiore to 'Turn the Town Teal' for the month of September in support of the national campaign to promote awareness of ovarian cancer.

ROLL CALL: Willan, yes; Fiore, yes; Kovacs, yes; Rossi, yes

A motion was made by Kovacs, seconded by Fiore to authorize the Deputy Mayor to sign a letter of support for the Warren County Transportation Study Part 2.

ROLL CALL: Kovacs, yes; Fiore, yes; Willan, yes; Rossi, yes

The Committee discussed an upcoming event to be held by ShopRite of Washington. A motion was made by Fiore, seconded by Willan permitting ShopRite to conduct a Food Truck Event.

ROLL CALL: Fiore, yes; Willan, yes; Kovacs, yes; Rossi, yes

Mr. deBoer explained to the Committee the Annual Best Practices Review of the Fire District and distributed materials for their review. This matter will be discussed at the next meeting.

REPORTS FROM OFFICIALS

Mr. Fiore updated the Committee on the various board meetings he attended. He also thanked John Ferri of DPW for his work at Meadow Breeze Park.

Mr. Kovacs informed the Committee that the CPI rate was 2.6% in June and 2.7% in July.

Mr. Willan attended the Township Safety Committee meeting and met to discuss a Shared Services Agreement.

PAYMENT OF BILLS

A motion was made by Fiore, seconded by Willan, to approve the payment of the bills in the amount of \$1,302,950.53.

ROLL CALL: Fiore, yes; Willan, yes; Kovacs, yes; Rossi, yes

EXECUTIVE SESSION

A motion was made by Willan, seconded by Fiore, to approve Resolution 18-146, Resolution Authorizing Executive Session for a Meeting Not Open to the Public in Accordance with the Provisions of the NJ Open Public Meeting Act, N.J.S.A. 10:4-12 at 8:05 pm.

RESOLUTION # 2018-146

RESOLUTION AUTHORIZING EXECUTIVE SESSION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WASHINGTON FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12

WHEREAS, the Governing Body of the Township of Washington, County of Warren, will be going in Executive Session; and

WHEREAS, the meeting is not open to the public in accordance with the provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12; and

THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Washington will give a brief summary of meeting upon coming out of Executive Session.

Attorney Campbell stated that the Committee would be discussing a litigation matter regarding affordable housing, two contractual matters regarding the police department, two personnel matters regarding the police department, one other personnel matter, interlocal service agreements, two DOT matters, and one other pending litigation.

All were in favor.

A motion was made by Fiore, seconded by Willan, to come out of Executive Session at 9:42 pm. **All were in favor.** Attorney Campbell stated the Committee discussed a contractual matter regarding a lien, two contractual matters regarding the police department, two personnel matters regarding the police department, one other personnel matter, a DOT matter, a contractual matter regarding the review of the bids, a shared service contractual matter, and COAH litigation. No official action was taken. Copies of these minutes will be available at such time the Committee determines there is no harm to the public interest.

A motion was made by Fiore, seconded by Willan, to accept the resignation letter of Richard Herzer.

ROLL CALL: Fiore, yes; Willan, yes; Kovacs, yes; Rossi, yes

A motion was made by Willan, seconded by Fiore to approve Resolution 2018-147 Authorizing An Interlocal Shared Services Agreement Between The Washington Borough School District ("District") And The Township Of Washington ("Township") For One School Resource Officer

ROLL CALL: Willan, yes; Fiore, yes; Kovacs, yes; Rossi, yes

RESOLUTION 2018-147

RESOLUTION OF THE TOWNSHIP OF WASHINGTON, COUNTY OF WARREN, AUTHORIZING AN INTERLOCAL SHARED SERVICES AGREEMENT BETWEEN THE WASHINGTON BOROUGH SCHOOL DISTRICT ("DISTRICT") AND THE TOWNSHIP OF WASHINGTON ("TOWNSHIP") FOR ONE SCHOOL RESOURCE OFFICER

WHEREAS, it is the desire of the District to ensure the safety and welfare of its students, faculty and staff and it has become somewhat customary in the State of New Jersey for municipal corporations to provide to the schools a police officer, who is referred to as a School Resource Officer (SRO), for the school year or portions thereof, with the understanding and obligation that the school should reimburse the Township for this police officer, i.e. the SRO; and

WHEREAS, the proposed Shared Services Agreement provides for the Township to supply one SRO to provide law enforcement services between the first day of School (September 2018) through the last day of school (June 2023) to be paid to the Township per the Agreement; and

WHEREAS, the Agreement also provides that the SRO shall always be considered an employee of the Township of Washington Police Department and that the Township will maintain certain levels of insurance as well as the functions of the SRO within the public schools to which he is assigned.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Washington, County of Warren that it does hereby authorize an Agreement between the District and the Township for an Interlocal Shared Services Agreement involving a School Resource Officer for the period of the first day of School (September 2018) through the last day of school (June 2023).

BE IT FURTHER RESOLVED that the Township Committee of the Township of Washington, County of Warren, does hereby authorize the Mayor, upon review and approval of the municipal attorney, to execute any and all documents, including an Interlocal Shared Services Agreement, necessary to authorize, in accordance with the documents annexed hereto, an Interlocal Shared Services Agreement between the Washington Borough School District in the County of Warren, State of New Jersey with board offices at 300 West Stewart Street; Washington, NJ 07882 and the Township of Washington, a municipal corporation in the County of Warren, State of New Jersey with offices at 211 Route 31 North; Washington, NJ 07882.

A motion was made by Kovacs, seconded by Willan to approve Resolution 2018-148, as discussed in Executive Session, Authorizing An Interlocal Share Services Agreement Between The Warren Hills Regional School District ("District") And The Township Of Washington ("Township") For Two School Resource Officers.

ROLL CALL: Kovacs, yes; Willan, yes; Fiore, yes; Rossi, yes

RESOLUTION 2018-148

RESOLUTION OF THE TOWNSHIP OF WASHINGTON, COUNTY OF WARREN, AUTHORIZING AN INTERLOCAL SHARED SERVICES AGREEMENT BETWEEN THE WARREN HILLS REGIONAL SCHOOL DISTRICT (“DISTRICT”) AND THE TOWNSHIP OF WASHINGTON (“TOWNSHIP”) FOR TWO SCHOOL RESOURCE OFFICERS

WHEREAS, it is the desire of the District to ensure the safety and welfare of its students, faculty and staff and it has become somewhat customary in the State of New Jersey for municipal corporations to provide to the schools a police officer, who is referred to as a School Resource Officer (SRO), for the school year or portions thereof, with the understanding and obligation that the school should reimburse the Township for this police officer, i.e. the SRO; and

WHEREAS, the proposed Shared Services Agreement provides for the Township to supply two SRO’s to provide law enforcement services between the first day of School (September 2018) through the last day of school (June 2023) to be paid to the Township per the Agreement; and

WHEREAS, the Agreement also provides that the SRO shall always be considered an employee of the Township of Washington Police Department and that the Township will maintain certain levels of insurance as well as the functions of the SRO within the public schools to which he is assigned.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Washington, County of Warren that it does hereby authorize an Agreement between the District and the Township for an Interlocal Shared Services Agreement involving a School Resource Officer for the period of the first day of School (September 2018) through the last day of school (June 2023).

BE IT FURTHER RESOLVED that the Township Committee of the Township of Washington, County of Warren, does hereby authorize the Mayor, upon review and approval of the municipal attorney, to execute any and all documents, including an Interlocal Shared Services Agreement, necessary to authorize, in accordance with the documents annexed hereto, an Interlocal Shared Services Agreement between the Warren Hills Regional School District in the County of Warren, State of New Jersey with board offices at 89 Bowerstown Road; Washington, NJ 07882 and the Township of Washington, a municipal corporation in the County of Warren, State of New Jersey with offices at 211 Route 31 North; Washington, NJ 07882.

A motion was made by Willan, seconded by Kovacs to move a full-time officer from the police department to a School Resource Officer position.

ROLL CALL: Willan, yes; Kovacs, yes; Fiore, yes; Rossi, yes

A motion was made by Kovacs, seconded by Fiore, to approve Resolution 2018-149, To Authorize and Approve Salaries and Wages for Certain Employees (R. Herzer - SRO).

ROLL CALL: Kovacs, yes; Fiore, yes; Willan, yes; Rossi

**RESOLUTION #2018-149
TO AUTHORIZE AND APPROVE SALARIES AND WAGES
FOR CERTAIN EMPLOYEES**

WHEREAS, the current annual Salary Ordinance establishes the salaries/wages and compensation for Police Department Personnel of the Township of Washington, County of Warren.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Washington, County of Warren that the following named employee be compensated on an hourly basis effective August 22, 2018 unless otherwise noted, in the amounts as designated below:

NAME	POSITION	SALARY
Richard Herzer	School Resource Officer/Class II (Substitute)	\$27.42 hour

A motion was made by Willan, seconded by Fiore to approve Resolution 2018-150, To Authorize and Approve Salaries and Wages for Certain Employees (B. Schott – SRO).

ROLL CALL: Willan, yes; Fiore, yes; Kovacs, yes; Rossi, yes

**RESOLUTION #2018-150
TO AUTHORIZE AND APPROVE SALARIES AND WAGES
FOR CERTAIN EMPLOYEES**

WHEREAS, the current annual Salary Ordinance establishes the salaries/wages and compensation for Police Department Personnel of the Township of Washington, County of Warren.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Washington, County of Warren that the following named employee be compensated on an hourly basis effective August 22, 2018 unless otherwise noted, in the amounts as designated below:

NAME	POSITION	SALARY
Brooks Schott	School Resource Officer/Class II	\$27.42 hour

A motion was made by Fiore, seconded by Willan to accept the (6) bids for the purchases of properties at Butler's Park Road.

ROLL CALL: Fiore, yes; Willan, yes; Kovacs, yes; Rossi, yes

A motion was made by Fiore, seconded by Willan to authorize a payment plan for the property at 270 Route 31 South, Block 65 Lot 1.02 as discussed in Executive Session.

ROLL CALL: Fiore, yes; Willan, yes; Kovacs, yes; Rossi, yes

ADJOURNMENT

Hearing no further business to come before the Committee, a motion was made by Fiore, seconded by Willan, to adjourn the meeting at 9:50 pm.

All were in favor.

Respectfully submitted,

Ann Kilduff, RMC
Township Clerk